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Justice Eidsvik
JS
Oct 15, 2021



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 THE PLAN OF COMPROMISE OR ARRANGEMENT OF DOMINION DIAMOND MINES ULC, DOMINION DIAMOND DELAWARE COMPANY LLC, DOMINION DIAMOND CANADA ULC, WASHINGTON DIAMOND INVESTMENTS, LLC, DOMINION DIAMOND HOLDINGS, LLC, DOMINION FINCO INC., and DOMINION DIAMOND MARKETING CORPORATION

DOCUMENT **APPLICATION (TRANSACTION APPROVALS, APPROVAL AND VESTING ORDER, REVERSE VESTING ORDER and STAY EXTENSION)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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

Attention: Chris Simard / Kelsey Meyer
Telephone No.: 403-298-4485 / 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76142-10

NOTICE TO THE RESPONDENTS

This application is made against you. You are a respondent.
You have the right to state your side of this matter before the judge.
To do so, you must be in Court when the application is heard as shown below:

Date: Friday, October 15, 2021
Time: 10:00 a.m.

Where:	Calgary Courts Centre
Before:	The Honourable Madam Justice K.M. Eidsvik

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

Remedy or Claim Sought

1. FTI Consulting Canada Inc., in its capacity as the court-appointed monitor (the "**Monitor**") of Dominion Diamond Mines ULC ("**DDM**"), Dominion Diamond Delaware Company LLC, Dominion Diamond Canada ULC, Washington Diamond Investments, LLC, Dominion Diamond Holdings, LLC, Dominion Finco Inc. and Dominion Diamond Marketing Corporation (collectively, the "**Applicants**"), in accordance with the initial order granted on April 22, 2020 (as amended and restated, the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 (the "**CCAA**"), and in accordance with the Order (Expansion of Monitor's Powers) granted on January 27, 2021 (the "**EMP Order**") in the within proceedings (the "**CCAA Proceedings**"), seeks the following:
 - (a) an order substantially in the form attached hereto as **Schedule "A"**:
 - (i) declaring service of this application and of the Sixteenth Report of the Monitor, to be filed (the "**Sixteenth Report**") good and sufficient, and abridging the time for notice of this application to the time actually given, if necessary; and
 - (ii) extending the Stay Period (as defined in the Second Amended and Restated Initial Order granted by this Court on June 19, 2020 (the "**SARIO**")) from December 15, 2021 to and including March 4, 2022;
 - (b) advice and directions as to whether the Monitor, on behalf of DDM, can provide a discontinuance and release of the claim (the "**BC Civil Claim**") filed in the Supreme Court of British Columbia, Vancouver Registry, No. S206419 by DDM as against Diavik Diamond Mines (2012) Inc. ("**DDMI**"), as is contemplated in a transaction (the "**AVO Transaction**") for the sale of certain of the assets, undertakings and properties of DDM regarding its 40% joint venture interest in the Diavik Diamond Mine (the "**AVO Assets**") pursuant to the Asset Purchase Agreement proposed to be entered into between DDM, by the Monitor in its capacity as the court-appointed Monitor of DDM, and not in its personal capacity, as seller, and DDMI as purchaser (the "**AVO Agreement**"), a copy of which is attached as Appendix "B" to the Sixteenth Report;
 - (c) should this Honourable Court see fit to approve the AVO Transaction and the AVO Agreement, which provides for the discontinuance of the BC Civil Claim, then the Monitor seeks an order substantially in the form of the Transaction Approval and Vesting Order (the "**AVO**") attached hereto as **Schedule "B"**:
 - (i) approving the AVO Transaction contemplated by the AVO Agreement;

- (ii) authorizing the Monitor to execute the AVO Agreement and perform its obligations thereunder; and
 - (iii) vesting title to the AVO Assets in DDMI, free and clear of all Claims (as defined in the proposed form of AVO) with such further and other updates to the Encumbrances to be listed in Schedule "C" of the AVO as may be agreed upon between the Monitor and DDMI in advance of the hearing of this application;
- (d) an order substantially in the form of the Transaction Approval and Reverse Vesting Order (the "**RVO**") attached hereto as **Schedule "C"**:
- (i) approving the transaction (the "**RVO Transaction**") contemplated by the Definitive Term Sheet for RVO Transaction (as it may be amended in accordance with the Order, the "**RVO Agreement**") proposed to be entered into between the Monitor on behalf of the Applicants and Washington Investments Holdings II, LLC ("**Washington**"), a copy of which will be attached as Appendix "C" to the Sixteenth Report;
 - (ii) authorizing the Monitor to execute the RVO Agreement and perform its obligations thereunder;
 - (iii) ordering that, upon the delivery of a Monitor's certificate substantially in the form attached to the RVO (the "**Monitor's Certificate**") confirming the completion of the RVO Transaction, the following shall be deemed to occur commencing at the time of delivery of the Monitor's Certificate (the "**Effective Time**") in the following sequence:
 - (A) all right, title and interest of Washington Diamond Investments, LLC, Dominion Diamond Holdings, LLC, DDM and Dominion Diamond Marketing Corporation (collectively, the "**Dominion Entities**") in and to the Transferred Assets¹ shall be transferred to and shall vest absolutely and exclusively, without recourse, in the Creditor Trust;
 - (B) all Claims and Encumbrances in respect of the Dominion Entities other than the Retained Claims shall be transferred to and shall vest absolutely and exclusively, without recourse, in the Creditor Trust, and such Claims and Encumbrances shall continue to attach to the Transferred Assets with the same nature and priority as they had immediately prior to the Effective Time;

¹ Capitalized terms used and not defined in this Application have the meanings given to them in the proposed form of RVO.

- (C) all Claims and Encumbrances other than the Retained Claims shall be forever expunged, released and discharged as against the Dominion Entities and the Retained Assets; and
- (D) the Dominion Entities shall cease to be applicants in the CCAA Proceedings and shall be released from the purview of all orders of the Court granted in the CCAA Proceedings;
- (iv) from and after the Effective Time, permanently enjoining all persons from exercising any rights or remedies as against the Dominion Entities or the Retained Assets arising from the completion of the RVO Transaction and related steps, the insolvency of the Dominion Entities prior to the Effective Time, and the commencement or existence of the CCAA Proceedings;
- (v) ordering that the administration of the Creditor Trust shall remain subject to the Court's oversight and the CCAA Proceedings, and that the Initial Order and the EMP Order shall apply *mutatis mutandis* to the Creditor Trust, the Transferred Assets and the Monitor; and
- (vi) ordering that at the Effective Time, the style of cause for these proceedings shall be changed to:

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

AND IN THE MATTER OF THE ADMINISTRATION OF
THE DOMINION RESIDUAL ASSET TRUST; and

- (e) such further and other relief as counsel may request and this Honourable Court may deem appropriate.

Grounds for making this Application

Background

2. On April 22, 2020, this Court granted the Initial Order commencing the CCAA Proceedings. The Initial Order appointed FTI Consulting Canada Inc. as Monitor and established a stay of proceedings in favour of the Applicants until May 2, 2020 (the "**Stay Period**"). On September 18, 2020, Dominion Diamond Marketing Corporation was added as an applicant in the CCAA Proceedings.
3. The Stay Period was subsequently extended by further Orders of the Court, and was most recently extended until December 15, 2021.
4. On November 4, 2020, this Court granted an Order (Approval of Monetization Process) approving a monetization process to govern the disposition of DDM's share of production from the Diavik Diamond Mine located in the North Slave Region of the Northwest Territories.

The Sales and Marketing Processes and Efforts

5. On June 19, 2020, this Court granted the SARIO that, among other things, approved a sale investment solicitation process ("**SISP**") to be implemented by the Applicants' financial advisor, Evercore Group LLC ("**Evercore**"), with the oversight of the Monitor.
6. The SISP had been preceded by three strategic review processes aimed at, among other things, soliciting the sale of the Applicants' assets to a third party. The first two of these strategic processes were undertaken by the Applicants with the assistance of a bank-owned financial advisor in each of 2015 and 2016 and did not result in a sale. The third strategic process was undertaken in 2017 and resulted in one formal offer to acquire the company, being the offer made by Washington, which thereby became the equity owner of the Applicants.
7. The SISP, which represented the fourth strategic process aimed at the sale of the Applicants' assets, was implemented by Evercore, with the oversight of the Monitor, over a five month period, from the commencement of these CCAA proceedings on April 22, 2020 to the formal commencement of the SISP on June 19, 2020, through to the expiry of the Second Extended Phase 2 Deadline under the SISP on September 15, 2020.
8. The SISP did not result in a qualified bid, other than that of Washington as a stalking horse bidder.
9. On October 9, 2020, the Applicants announced that their court application scheduled for October 14, 2020 for approval of the transaction contemplated by the stalking horse bid would not be proceeding due to an impasse between Washington and Dominion's surety bond issuers regarding an agreement relating to a material closing condition with respect to the stalking horse bid.
10. The Applicants worked diligently with the assistance of its legal counsel and Evercore, and in consultation with the Monitor, to assess all available options. The Applicants' efforts in this regard involved discussions with numerous stakeholders, including Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent of the lenders (the "**First Lien Lenders**") under the Pre-Filing Credit Agreement (in such capacity, the "**1L Agent**"), the members of the senior secured second lien noteholders group (the "**Ad Hoc Group**"), the Government of the Northwest Territories ("**GNWT**"), Dominion's surety bond issuers, and others.
11. As a result of those efforts, on December 11, 2020, this Court granted an approval and vesting order which approved an asset purchase agreement dated as of December 6, 2020 (the "**Purchase Agreement**") in relation to a going-concern sale transaction (the "**Sale Transaction**") between certain of the Applicants, as vendors, and DDJ Capital Management, LLC and Brigade Capital Management, LP, being members of the Ad Hoc Group, as purchasers (collectively, the "**Bidders**"). The Sale Transaction between certain of the Applicants and Arctic Canadian Diamond Company Ltd., the entity designated by the Bidders in accordance with the Purchase Agreement ("**ACDC**"), closed on February 3, 2021.

12. Certain assets of the Applicants were not included in the Sale Transaction. In particular (and among other things), the Sale Transaction did not result in the sale of the right, title or interest of DDM in its 40% working interest in the Diavik Diamond Mine pursuant to the Joint Venture Agreement dated March 23, 1995 originally entered into between Aber Resources Limited and Kennecott Canada Inc. as of March 23, 1995, as amended from time to time, with the current parties thereto being DDM and DDMI (the "**JVA**"), or the Participating Interest (as defined in the JVA) held by DDM pursuant to the JVA (the "**Diavik Joint Venture Interest**").
13. On January 27, 2021, this Court granted the EMP Order, which authorized the Monitor to take any and all actions and steps in the name and on behalf of the Applicants to facilitate the administration of the Applicants' business, property, operations, affairs and estate.
14. Pursuant to the EMP Order, the Monitor was authorized to, among other things:
 - (a) market the Applicants' Property (as defined in the Initial Order), with the consent of the 1L Agent;
 - (b) conduct, supervise and direct the sale, transfer or disposal of any remaining Property, whether or not outside the normal course of business, subject to approval of the Court as may be required pursuant to the Initial Order;
 - (c) execute documents of whatever nature in respect of the Property; and
 - (d) take any and all reasonable steps the Monitor considers necessary or desirable to administer the Property or the Business (as defined in the Initial Order), including the disposal of assets.
15. Since the completion of the Sale Transaction, the Monitor has engaged in discussions with stakeholders regarding strategies to maximize the value of the Applicants and the remaining assets that were not sold under the Sale Transaction. These discussions identified two potential transactions: the AVO Transaction and the RVO Transaction.

The AVO Transaction

16. The AVO Transaction is the result of negotiations between the Monitor, DDMI, and the 1L Agent, following the SISF, the closing of the Sale Transaction, and the granting of the EMP Order, and contemplates the sale of, *inter alia*, the Diavik Joint Venture Interest by DDM to DDMI.
17. The Monitor has consulted with counsel for the 1L Agent and counsel for ACDC regarding the AVO Transaction. The 1L Agent supports the AVO Transaction. The Monitor understands that ACDC does not support the AVO Transaction.
18. ACDC did not elect to acquire the Diavik Joint Venture Interest in the Sale Transaction.
19. The Monitor seeks advice and direction from this Court as to whether the Monitor, on behalf of DDM, can provide a discontinuance and release of the BC Civil Claim to DDMI as part of the AVO Transaction, and as contemplated in the proposed AVO Agreement.

The Monitor understands that there is a dispute between ACDC and DDMI and the 1L Agent as to whether ACDC acquired the BC Civil Claim in the Sale Transaction. The Monitor will not be taking a position in this dispute.

20. In consideration of the extensive efforts undertaken by the Applicants to market and sell their Property to date (which process included the SISP which was approved by the Monitor), as well as the further efforts of the Monitor, the Monitor's opinion is that:
 - (a) the process leading to the proposed AVO Transaction was reasonable in the circumstances;
 - (b) the AVO Transaction would be more beneficial to creditors than a sale or disposition of the Applicants' remaining assets under a bankruptcy;
 - (c) the consideration to be received pursuant to the AVO Transaction is reasonable and fair, taking into account the market value of the AVO Assets; and
 - (d) subject to the Court providing advice and direction that the Monitor, on behalf of DDM, can provide a discontinuance and release of the BC Civil Claim to DDMI, the effects of the AVO Transaction on creditors and other interested parties supports the Monitor entering into the AVO Transaction.
21. In all the circumstances, and if the Court sees fit to approve the AVO Transaction and the AVO Agreement which provides for the discontinuance and release of the BC Civil Claim, then the Monitor's opinion is that the approval of the AVO Transaction is in the best interests of the Applicants and their stakeholders.

The RVO Transaction

22. The Monitor's discussions with stakeholders identified a potential transaction under which Washington, the current direct and indirect owner of all of the equity interests in the Applicants, would make a cash contribution to the Applicants' estate as part of a restructuring in which the Dominion Entities retained certain corporate and tax attributes and were cleansed of their legacy obligations.
23. The Monitor's discussions and negotiations with Washington culminated in the finalization of the RVO Agreement by Washington and the Monitor. The Monitor seeks authorization from this Court to execute the RVO Agreement.
24. The RVO Agreement contemplates that the RVO Transaction will be completed through a "reverse vesting order" under which certain assets, obligations and liabilities of the Dominion Entities will be transferred to the Creditor Trust to be administered by the Monitor for the benefit of the Applicants' creditors. Washington will make a cash contribution to the Applicants' estate and retain its equity interest in the restructured Dominion Entities.
25. The key terms of the RVO Transaction include the following:

- (a) on execution of the RVO Agreement, Washington will pay to the Monitor US \$250,000 to fund the professional fees and expenses incurred by the Monitor and by the 1L Agent in analyzing and obtaining Court approval of the RVO Transaction (the “**Process Costs**”), with any unused portion of the Process Costs to be refunded to Washington on closing of the RVO Transaction;
 - (b) on completion of the RVO Transaction, Washington shall pay US \$1,500,000, in trust for creditors of the Applicants;
 - (c) the Monitor shall file a motion seeking approval of the RVO Transaction, authorization of the Monitor to execute the RVO Agreement, and the granting of the RVO; and
 - (d) subject to Court approval, Washington and the Monitor shall use commercially reasonable efforts to satisfy applicable conditions and complete the RVO Transaction by November 15, 2021 (the “**Outside Date**”).
26. Completion of the RVO Transaction is subject to certain conditions, including the granting of the RVO, the RVO becoming a final order not subject to appeal by the Outside Date, and the consummation of the RVO Transaction on or prior to the Outside Date. The RVO Transaction is not conditional on the completion of any further due diligence.
27. The RVO Agreement permits the Monitor to market the RVO Transaction to other potentially interested parties who may be interested in a similar transaction if the Monitor determines that such a marketing period was required, provided that the RVO Transaction with Washington must in all cases, and in any event, be completed by the Outside Date.
28. In light of the Monitor’s consultations with respective counsel to the 1L Agent, ACDC, and consideration of the very limited market of potential purchasers that could benefit from the preservation of the Dominion Entities’ tax attributes through the RVO Transaction, the Monitor determined that a formal marketing process for the RVO Transaction was not required. The Monitor believes that the RVO Transaction with Washington represents the best and only readily executable transaction to maximize the remaining value of the Applicants.
29. The RVO Transaction will maximize the value of the Applicants’ remaining estate and generate cash proceeds for the benefit of the Applicants’ creditors with a remaining economic interest.
30. The Monitor has consulted with counsel to the 1L Agent and counsel to ACDC with respect to the terms and structure of the proposed RVO Transaction. The 1L Agent is supportive of the RVO Transaction. The Monitor understands that ACDC does not support the RVO Transaction.
31. ACDC did not elect to acquire the Transferred Assets in the Sale Transaction.
32. No creditor of the Applicants is unduly prejudiced by the RVO Transaction structure or proposed form of RVO.

33. In all the circumstances, the approval of the RVO Transaction is in the best interests of the Applicants and their stakeholders.

The Proposed RVO

34. The proposed RVO sought by the Monitor approves the RVO Transaction and effects the transfer and vesting steps that are necessary to complete a restructuring and cleansing of the Dominion Entities.
35. The proposed RVO transfers the Transferred Assets to the Creditor Trust on the closing of the RVO Transaction. The Transferred Assets consist of substantially all of the remaining assets, properties and interests of the Applicants other than a limited subset of assets that are designated as Retained Assets, which will continue to be held by the Dominion Entities following completion of the RVO Transaction.
36. To accomplish the cleansing of the Dominion Entities, the proposed RVO provides for the release and discharge of all Claims and Encumbrances other than the Retained Claims as against the Dominion Entities and the Retained Assets. The proposed RVO provides that such Claims and Encumbrances shall be transferred to and shall vest in the Creditor Trust and shall continue to attach to the Transferred Assets with the same nature and priority as they had immediately prior to the completion of the RVO Transaction.
37. Upon completion of the RVO Transaction, the Dominion Entities will be released from the purview of the CCAA Proceedings. The Monitor will administer the Creditor Trust for the benefit of creditors, subject to the Court's oversight in the CCAA Proceedings.

Stay Extension

38. Since the granting of the Order on September 8, 2021 extending the Stay Period to December 15, 2021, the Monitor, on behalf of the Applicants, has:
- (a) communicated with various stakeholder groups and/or their advisors and considered strategies to maximize the remaining assets of the Applicants;
 - (b) acted in accordance with the EMP Order, including taking all actions and steps pursuant to the Transition Services Agreement dated February 3, 2021 with ACDC and the 1L Agent which was executed by the Monitor on behalf of the Applicants in accordance with the EMP Order;
 - (c) communicated regularly with DDMI regarding DDM's ongoing interest in the Diavik Diamond Mine and the Diavik Joint Venture Interest and issues in relation to the Monetization Order; and
 - (d) engaged in discussions regarding and negotiated the Proposed Transactions, including the AVO and the RVO, and brought this application for advice and directions and (subject to the same with respect to the AVO), approval of the same.
39. A further extension of the Stay Period to March 4, 2021 is appropriate in that:

- (a) it will provide the Applicants with sufficient time to complete the Proposed Transactions and address any remaining restructuring matters in the CCAA Proceedings;
- (b) the Ninth Cash Flow Statement that will be included in the Sixteenth Report of the Monitor projects that the Applicants will have sufficient funds to cover the costs of the CCAA Proceedings during the period of the proposed extension;
- (c) the Applicants will be under the expanded oversight of the Monitor during the period of the extension pursuant to the EMP Order;
- (d) the Applicants are acting in good faith and with due diligence; and
- (e) an extension of the Stay of Proceedings is in the best interests of the Applicants' stakeholders.

Material or Evidence to be Relied on

- 40. The Sixteenth Report of the Monitor, to be filed; and
- 41. Such further and other evidence as counsel may advise and this Honourable Court may permit.

Applicable Rules

- 42. Part 6, Division 1 of the *Alberta Rules of Court* (AR 124/2010); and
- 43. Such further and other rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and Regulations

- 44. The CCAA and this Court's equitable and statutory jurisdiction thereunder, including sections 11 and 36 of the CCAA;
- 45. *Judicature Act*, R.S.A. 2000, c. J-2; and
- 46. Such further and other Acts and Regulations as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on

- 47. None.

How the Application is proposed to be heard or considered

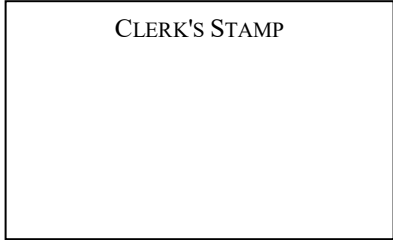
- 48. Via Webex before the Honourable Madam Justice K. M. Eidsvik.

WARNING

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

SCHEDULE "A"
PROPOSED FORM OF
STAY EXTENSION ORDER

SCHEDULE "A"



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, DOMINION FINCO INC., and
DOMINION DIAMOND MARKETING
CORPORATION

DOCUMENT **ORDER (STAY EXTENSION)**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
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855-2nd Street SW
Calgary, AB T2P 4K7

Attention: Chris Simard / Kelsey Meyer
Telephone No.: 403-298-4485 / 403-298-3323
Fax No.: 403-265-7219
Client File No.: 76142-10

**DATE ON WHICH ORDER WAS
PRONOUNCED:** FRIDAY, OCTOBER 15, 2021

LOCATION OF HEARING OR TRIAL: CALGARY COURTS CENTRE

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

UPON THE APPLICATION OF FTI Consulting Canada Inc. in its capacity as the Court-appointed monitor
(the "**Monitor**") in these proceedings (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors*

Arrangement Act, RSC 1985 c C-36, as amended (the "CCAA"); AND UPON reading the Sixteenth Report of the Monitor dated October 6, 2021, filed (the "**Sixteenth Report**"); AND UPON hearing counsel for the Monitor and other counsel present;

IT IS ORDERED AND DECLARED THAT:

SERVICE

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

EXTENSION OF STAY PERIOD

2. The Stay Period (as defined in the Second Amended and Restated Initial Order of this Court dated June 19, 2020 ("**SARIO**")) is hereby extended until and including March 4, 2022.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "B"
PROPOSED FORM OF
TRANSACTION APPROVAL AND VESTING ORDER

Clerk's Stamp

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

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

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
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Attention: Chris Simard / Kelsey Meyer
Tel: 403.298.4485 / 403.298.3323
Fax: 403-265-7219
Email: simardc@bennettjones.com / meyerk@bennettjones.com

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

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

LOCATION OF HEARING: Calgary, Alberta

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

AND UPON HAVING READ the Order issued by the Honourable Madam Justice K.M. Eidsvik dated April 22, 2020 (as amended and restated on May 1, 2020, further amended on May 15, 2020, further amended and restated on June 19, 2020, and further amended on March 4, 2021 (collectively, the “**Initial Order**”)) and the Sixteenth Report of the Monitor, dated October 4, 2021, all filed; **AND UPON** hearing counsel for the Monitor, the Seller, the Purchaser and any other counsel present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

DEFINED TERMS

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

4. Upon delivery of a Monitor’s certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule “**B**” hereto (the “**Monitor’s Closing Certificate**”), all of the Seller’s right, title and interest in and to the Acquired Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests,

assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, other than the Assumed Liabilities (collectively, “**Claims**”) including, without limiting the generality of the foregoing:

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

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Acquired Assets are hereby

expunged, discharged and terminated as against the Acquired Assets upon filing of the Monitor's Closing Certificate.

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

extent that any such Persons or entities remain in the possession or control of any of the Acquired Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Acquired Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

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

MISCELLANEOUS MATTERS

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

- (c) any assignment in bankruptcy made in respect of the Seller; and
- (d) the provisions of any federal or provincial statute;

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

16. The Monitor on behalf of the Seller, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
17. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
18. Service of this Order shall be deemed good and sufficient by service the same in accordance with the procedures in the CaseLines Service Order granted on May 29, 2020 in these proceedings.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"
SALE AGREEMENT

SCHEDULE "B"
FORM OF MONITOR'S CLOSING CERTIFICATE

COURT FILE NUMBER 2001-05630

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

DOCUMENT **MONITOR'S CLOSING CERTIFICATE**

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

RECITALS

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

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

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

THE MONITOR CERTIFIES the following:

18. The Transactions contemplated by the Sale Agreement have been completed to the satisfaction of the Monitor.

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

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

Per: _____
Name:
Title:

**SCHEDULE "C"
ENCUMBRANCES**

[TO BE UPDATED PRIOR TO HEARING]

ENCUMBRANCES

Northwest Territories Personal Property Registry Encumbrances

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	1429797	10/26/2017	10/26/2022	ALL OF THE DEBTORS' PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	1429779	10/26/2017	10/26/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	1429546	10/25/2017	10/25/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	1429564	10/25/2017	10/25/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	1429788	10/26/2017	10/26/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	1429804	10/26/2017	10/26/2022	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.
Dominion Diamond Holdings Ltd.	Diavik Diamond Mines (2012) Inc.	20970	08/02/2001	Infinity	ALL OF THE DEBTOR'S PRESENT OR AFTER ACQUIRED RIGHT, TITLE AND INTEREST IN THE "ASSETS" AND ALL ACCESSORIES THERETO

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

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

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

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

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>2K9DP3567ML072010 Trailer 2021 K-Line Power Semi Ore Trailer</p> <p>2K9DP3566ML072015 Trailer 2021 K-Line Power Semi Ore Trailer</p> <p>2K9DP356XML072020 Trailer 2021 K-Line Power Semi Ore Trailer</p> <p>98461 Trailer 2021 K-Line Steel Side DumpBox</p> <p>98462 Trailer 2021 K-Line Steel Side DumpBox</p> <p>98463 Trailer 2021 K-Line Steel Side DumpBox</p> <p>98464 Trailer 2021 K-Line Steel Side DumpBox</p> <p>98465 Trailer 2021 K-Line Steel Side DumpBox</p> <p>98466 Trailer 2021 K-Line Steel Side DumpBox</p> <p>2K9DP3476ML072011 Trailer 2021 K-Line Tridem Rear Side Dump Train</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>2K9DP3478ML072012 Trailer 2021 K-Line Tridem Rear Side Dump Train</p> <p>2K9DP3475ML072016 Trailer 2021 K-Line Tridem Rear Side Dump Train</p> <p>2K9DP3477ML072017 Trailer 2021 K-Line Tridem Rear Side Dump Train</p> <p>2K9DP3479ML072021 Trailer 2021 K-Line Tridem Rear Side Dump Train</p> <p>2K9DP3470ML072022 Trailer 2021 K-Line Tridem Rear Side Dump Train</p> <p>2K9CD2185ML072013 Trailer 2021 K-Line Tandem Axle Converter Dolly</p> <p>2K9CD2187ML072014 Trailer 2021 K-Line Tandem Axle Converter Dolly</p> <p>2K9CD2184ML072018 Trailer 2021 K-Line Tandem Axle Converter Dolly</p> <p>2K9CD2186ML072019 Trailer 2021 K-Line Tandem Axle Converter Dolly</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>2K9CD2188ML072023 Trailer 2021 K-Line Tandem Axle Converter Dolly</p> <p>2K9CD218XML072024 Trailer 2021 K-Line Tandem Axle Converter Dolly</p> <p><u>Additional Information</u></p> <p>PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
<p>Dominion Diamond Ekati ULC</p> <p>Dominion Diamond Mines ULC</p>	<p>Finning (Canada), A Division of Finning International Inc.</p> <p>Finning International Inc.</p>	<p>1658227</p>	<p>05/20/2020</p>	<p>05/20/2025</p>	<p>All goods now or hereafter acquired by the Debtor or held to be acquired by the Debtor pursuant to that certain Good and Services Alliance Agreement dated October 1, 2018 between the Debtor and the Secured Party, including, without limitation, all parts, components and other personal property provided to the Debtor pursuant to such agreement, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto.</p> <p>All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or proceeds thereof are sold, collected, dealt with, exchanged or otherwise disposed of.</p>

Ontario Personal Property Registry Encumbrances

[NTD: Waiting on Ontario PPR search.]

Alberta Personal Property Registry Encumbrances

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>THE BENEFIT OF THE "PARTICIPANTS" UNDER THE "DIAVIK JVA" (INCLUDING WITHOUT LIMITATION ALL MONIES ADVANCED FROM TIME TO TIME BY THE PARTICIPANTS TO THE MANAGER PURSUANT TO THE DIAVIK JVA); THE "DIAVIK JVA" MEANS THE AGREEMENT ENTITLED AS THE DIAVIK JOINT VENTURE AGREEMENT BETWEEN KENNECOTT CANADA INC. AND ABER RESOURCES LIMITED MADE AS OF THE 23RD DAY OF MARCH, 1995 AS THE SAME MAY BE AMENDED, REPLACED, RESTATED OR MODIFIED FROM TIME TO TIME; "PRODUCTS" MEANS THE ORES, MINERALS AND MINERAL RESOURCES PRODUCED FROM THE PROPERTIES AND PURSUANT TO</p>

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

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

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17102518781	10/25/2017	10/25/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17102519345	10/25/2017	10/25/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17102519351	10/25/2017	10/25/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17102519368	10/25/2017	10/25/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES,

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604207	10/26/2017	10/26/2022	Security Agreement	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.</p>
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604228	10/26/2017	10/26/2022	Security Agreement	<p>ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.</p> <p>PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604276	10/26/2017	10/26/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604294	10/26/2017	10/26/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES,

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17102604344	10/26/2017	10/26/2022	Security Agreement	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE ALBERTA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103143199	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143199	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands	17103143205	10/31/2017	Infinity	Land Charge	N/A

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Arctic Canadian Diamond Company Ltd.	Branch, as administrative agent					
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143223	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143232	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143243	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	17103143717	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Diavik Limited Partnership	Wilmington Trust, National Association, as agent	17103144007	10/31/2017	Infinity	Land Charge	N/A

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Dominion Diamond Mines ULC						
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144012	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144021	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144038	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144054	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	17103144064	10/31/2017	Infinity	Land Charge	N/A
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales	20042421512	04/24/2020	04/24/2024	Security Agreement	<u>Serial Number Goods</u> 5KKJASD14LPLZ42568 2020 Western Star MV - Motor Vehicle
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales	20042423168	04/24/2020	04/24/2024	Security Agreement	<u>Serial Number Goods</u> 5KKJASD16LPLZ4257 2020 Western Star MV - Motor Vehicle

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						5KKJASD14LPLZ4256 2020 Western Star MV - Motor Vehicle
<p>Dominion Diamond Ekati ULC</p> <p>Dominion Diamond Mines ULC</p>	<p>Finning (Canada), A Division of Finning International Inc.</p> <p>Finning International Inc.</p>	20050126893	05/01/2020	05/01/2025	Security Agreement	<p><u>Serial Number Goods</u></p> <p>3H3C413S79T220033 1111 CAT XQ Generator MV - Motor Vehicle</p> <p>KEN00187 1111 CAT XQ Generator MV - Motor Vehicle</p> <p><u>General Collateral</u></p> <p>One (1) CAT XQ 2000 kW Diesel Trailer-Mounted 480/208V, 480V, 60HZ, 3 Phase, Single Shift Generator and one (1) XMER 2500 kVA 480V/600V transformer, together with all accessions, replacement parts, accessories or attachments (Serial No. KEN00187 / VIN 3H3C413S79T220033)</p> <p>All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or proceeds thereof are sold, collected, dealt with, exchanged or otherwise disposed of.
Dominion Diamond Ekati ULC Dominion Diamond Mines ULC	Finning (Canada), A Division of Finning International Inc. Finning International Inc.	20051906448	05/19/2020	05/19/2020	Security Agreement	All goods now or hereafter acquired by the Debtor or held to be acquired by the Debtor pursuant to that certain Goods and Services Alliance Agreement dated October 1, 2018 between the Debtor and the Secured Party, including, without limitation, all parts, components and other personal property provided to the Debtor pursuant to such agreement, together with all attachments, accessories, accessions, replacements, substitutions, additions

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>and improvements thereto.</p> <p>All proceeds of every item or kind including but not limited to trade-ins, equipment, inventory, goods, notes, chattel paper, contract rights, accounts, rental payments and insurance payments, instruments, investment property, intangibles, documents of title, money and any other property or obligations received when such collateral or proceeds thereof are sold, collected, dealt with, exchanged or otherwise disposed of.</p>
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales Ltd.	20052210908	05/22/2020	05/22/2022	Security Agreement	<p><u>Serial Number Goods</u></p> <p>5KKJASD16LPLZ4257 2020 Western Star Road Train MV - Motor Vehicle</p> <p>98461 2021 K-Line Steel Side DumpBox TR – Trailer</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						98462 2021 K-Line Steel Side DumpBox TR – Trailer 98463 2021 K-Line Steel Side DumpBox TR – Trailer 98464 2021 K-Line Steel Side DumpBox TR – Trailer 98465 2021 K-Line Steel Side DumpBox TR – Trailer 98466 2021 K-Line Steel Side DumpBox TR – Trailer 2K9DP3567ML072010 2021 K-Line Power Semi Ore TR – Trailer 2K9DP3566ML072015 2021 K-Line Power Semi Ore TR – Trailer 2K9DP356XML072020 2021 K-Line Power Semi Ore TR - Trailer 2K9DP3476ML072011 2021 K-Line Tridem Rear Side TR - Trailer

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						2K9DP3478ML072012 2021 K-Line Tridem Rear Side TR - Trailer 2K9DP3475ML072016 2021 K-Line Tridem Rear Side TR - Trailer 2K9DP3477ML072017 2021 K-Line Tridem Rear Side TR – Trailer 2K9DP3479ML072021 2021 K-Line Tridem Rear Side TR - Trailer 2K9DP3470ML072022 2021 K-Line Tridem Rear Side TR - Trailer 2K9CD2185ML072013 2021 K-Line Tandem Axle TR - Trailer 2K9CD2187ML072014 2021 K-Line Tandem Axle TR - Trailer 2K9CD2184ML072018 2021 K-Line Tandem Axle TR - Trailer 2K9CD2186ML072019 2021 K-Line Tandem Axle TR - Trailer

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p>2K9CD2188ML072023 2021 K-Line Tandem Axle TR - Trailer</p> <p>2K9CD218XML072024 2021 K-Line Tandem Axle TR – Trailer</p> <p><u>General Collateral</u></p> <p>Six (6) 2021 K-Line Steel Side Dump Box having body serial numbers 9846 1, 9486 2, 9846 3, 9846 4, 9846 5, and 9846 6</p> <p>Brand Tires w/ Unique Sequential Numbers L700 To L885</p> <p>Proceeds: all of the debtor's present and after-acquired personal property including, but not limited to, all accounts, chattel paper, money, intangibles, goods, documents of title, instruments, investment property, and insurance proceeds (as each of those terms are defined in the PPSA).</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
						<p><u>Additional Information</u></p> <p>Full make and model of the serial numbered collateral listed in blocks 8; 9; 10 is as follows: K-Line Power Semi Ore Trailer</p> <p>Full make and model of the serial numbered collateral listed in blocks 11; 12; 13; 14; 15; 16 is as follows: K-Line Tridem Rear Side Dump Train Trailer</p> <p>Full make and model of the serial numbered collateral listed in blocks 17; 18; 19; 20; 21; 22 is as follows: K-Line Tandem Axle Converter Dolly</p>
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales Ltd.	20052211073	05/22/2020	05/22/2022	Security Agreement	<p><u>Serial Number Goods</u></p> <p>5KKJASD14LPLZ4256 2020 Western Star Road Train MV - Motor Vehicle</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Type of Registration	Collateral Description
Dominion Diamond Mines ULC	Hay River Heavy Truck Sales Ltd.	20052211275	05/22/2020	05/22/2022	Security Agreement	<u>Serial Number Goods</u> 5KKJASD18LPLZ4258 2020 Western Star Road Train MV - Motor Vehicle

British Columbia Personal Property Registry Encumbrances

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Dominion Diamond Diavik Limited Partnership Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357982K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357955K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Arctic Canadian Diamond Company Ltd.					PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357946K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC Arctic Canadian Diamond Company Ltd.	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357914K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359682K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359668K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357968K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357975K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Credit Suisse AG, Cayman Islands Branch, as administrative agent	357960K	10/25/2017	10/25/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359672K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359676K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC	Wilmington Trust, National Association, as agent	359679K	10/26/2017	10/26/2022	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. PROCEEDS: ACCOUNTS, CHATTEL PAPER, MONEY, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS AND INVESTMENT PROPERTY (ALL AS DEFINED IN THE BRITISH COLUMBIA PERSONAL PROPERTY SECURITY ACT), AND INSURANCE PROCEEDS.
Dominion Diamond Mines ULC Dominion Diamond Diavik Limited Partnership Dominion Diamond Holdings Ltd.	Diavik Diamond Mines (2012) Inc.	275618L	01/22/2019	01/22/2042	ALL OF THE DEBTOR'S PRESENT OR AFTER ACQUIRED RIGHT, TITLE AND INTEREST IN THE "ASSETS" AND ALL ACCESSORIES THERETO AND ALL "PROCEEDS", WHERE PROCEEDS MEANS ALL GOODS, INSTRUMENTS, DOCUMENTS OF TITLE, SECURITIES, INTANGIBLES,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					<p>CHattel Paper and Money (each as defined in the British Columbia Personal Property Security Act); where "Assets" means the "Properties", "Products" and all other goods, instruments, intangibles, documents of title, securities and money held by the "Manager" for the benefit of the "Participants" under the "Diavik JVA" (including without limitation all monies advanced from time to time by the participants to the Manager pursuant to the Diavik JVA); the "Diavik JVA" means the agreement entitled as the Diavik Joint Venture Agreement between Kennecott Canada Inc. and ABER Resources Limited made as of the 23rd day of March, 1995 as the same may be amended, replaced, restated or modified from time to</p>

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

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

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					OF ANY OF THE FOREGOING COLLATERAL.
Dominion Diamond Ekati ULC Dominion Diamond Mines ULC	Finning (Canada), A Division of Finning International Inc. Finning International Inc.	195733M	05/01/2020	05/01/2025	<p><u>Serial Number Goods</u></p> <p>V0001 MV 3H3C413S79T220033 CAT XQ GENERATOR</p> <p>V0002 MV KEN00187 CAT XQ GENERATOR</p> <p><u>General Collateral</u></p> <p>ONE (1) CAT XQ 2000 KW DIESEL TRAILER-MOUNTED 480/208V, 480V, 60HZ, 3 PHASE, SINGLE SHIFT GENERATOR AND ONE (1) XMER 2500 KVA 480V 600V TRANSFORMER, TOGETHER WITH ALL ACCESSIONS, REPLACEMENT PARTS, ACCESSORIES OR ATTACHMENTS (SERIAL NO. KEN00187 / VIN 3H3C413S79T220033) ALL PROCEEDS OF EVERY ITEM OR KIND INCLUDING BUT NOT LIMITED TO TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL</p>

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					PAYMENTS AND INSURANCE PAYMENTS, INSTRUMENTS, INVESTMENT PROPERTY, INTANGIBLES, DOCUMENTS OF TITLE, MONEY AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.
Dominion Diamond Ekati ULC Dominion Diamond Mines ULC	Finning (Canada), A Division of Finning International Inc. Finning International Inc.	221624M	05/19/2020	05/19/2025	ALL GOODS NOW OR HEREAFTER ACQUIRED BY THE DEBTOR OR HELD TO BE BY THE DEBTOR PURSUANT TO THAT CERTAIN GOODS AND SERVICES ALLIANCE AGREEMENT DATED OCTOBER 1, 2018 BETWEEN THE DEBTOR AND THE SECURED PARTY, INCLUDING, WITHOUT LIMITATION, ALL PARTS, COMPONENTS AND OTHER PERSONAL PROPERTY PROVIDED TO THE DEBTOR PURSUANT TO SUCH AGREEMENT, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,

Debtors	Secured Parties	Original Registration No.	Date of Registration (MM/DD/YYYY)	Expiry Date (MM/DD/YYYY)	Collateral Description
					REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. ALL PROCEEDS OF EVERY ITEM OR KIND INCLUDING BUT NOT LIMITED TO TRADE- INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS AND INSURANCE PAYMENTS, INSTRUMENTS, INVESTMENT PROPERTY, INTANGIBLES, DOCUMENTS OF TITLE, MONEY AND ANY OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN SUCH COLLATERAL OR PROCEEDS THEREOF ARE SOLD, COLLECTED, DEALT WITH, EXCHANGED OR OTHERWISE DISPOSED OF.

Land Title Searches

[NTD: To be added]

Mineral Searches

[NTD: To be added]

SCHEDULE "D"
PERMITTED ENCUMBRANCES

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

SCHEDULE "C"
PROPOSED FORM OF
TRANSACTION APPROVAL AND REVERSE VESTING ORDER

Clerk's Stamp:



COURT FILE NUMBER 2001-05630

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

JUDICIAL CENTRE CALGARY

APPLICANTS IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF DOMINION DIAMOND MINES ULC,
DOMINION DIAMOND DELAWARE COMPANY, LLC,
DOMINION DIAMOND CANADA ULC, WASHINGTON
DIAMOND INVESTMENTS, LLC, DOMINION DIAMOND
HOLDINGS LLC, DOMINION FINCO INC., and
DOMINION DIAMOND MARKETING CORPORATION

DOCUMENT **TRANSACTION APPROVAL AND REVERSE VESTING
ORDER**

ADDRESS FOR SERVICE **BENNETT JONES LLP**
AND CONTACT Barristers and Solicitors
INFORMATION OF 4500 Bankers Hall East
PARTY FILING THIS 855 – 2nd Street SW
DOCUMENT Calgary, AB T2P 4K7
Attention: Chris Simard / Kelsey Meyer
Telephone No.: 403-298-4485 / 403-298-3323
Fax No.: 403-265-7219

**DATE ON WHICH
ORDER WAS
PRONOUNCED:** FRIDAY, OCTOBER 15, 2021

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

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

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

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

IT IS ORDERED AND DECLARED THAT:

SERVICE

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

DEFINED TERMS

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

- (c) “**Closing Payment**” means a cash payment of US\$1,500,000 made by Washington on closing of the Transaction;
- (d) “**DDM**” means Dominion Diamond Mines ULC;
- (e) “**Diavik Joint Venture**” means the unincorporated joint venture arrangement established pursuant to the Diavik Joint Venture Agreement in relation to the diamond mine located approximately 300 kilometres from Yellowknife in the Northwest Territories, Canada, and known as the “Diavik Diamond Mine”;
- (f) “**Diavik Joint Venture Agreement**” means the joint venture agreement dated March 23, 1995 between DDM and Diavik Diamond Mines (2012), Inc. originally entered into between Aber Resources Limited and Kennecott Canada Inc. as of March 23, 1995, as amended from time to time;
- (g) “**Dominion Entities**” means, collectively, (i) Washington Diamond Investments, LLC, (ii) Dominion Diamond Holdings, LLC, (iii) DDM, and (iv) Dominion Diamond Marketing Corporation, each of which is a “**Dominion Entity**”;
- (h) “**Encumbrances**” means all security interests or similar interests, hypothecations, pledges, mortgages, deeds, deeds of trust, liens, encumbrances, trusts (including statutory, constructive or deemed trusts), reservations of ownership, royalties, leases, options, rights including rights of pre-emption or first refusal, privileges, interests, assignments, easements, rights of way, encroachments, restrictive covenants, actions, demands, judgments, executions, levies, taxes, writs of enforcement, proxies, voting trusts or agreements, transfer restrictions under any shareholder agreement or similar agreement, charges, conditional sales or other title retention agreements or other impositions, restrictions on transfer or use of any nature whatsoever or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Initial Order or any other orders granted in the within CCAA Proceedings;
 - (ii) any charges, security interests or claims evidenced by registration, filing or publication pursuant to the *Personal Property Security Act*, SNWT 1994, c. 8 (NWT); the *Personal Property Security Act*, RSO 1990, c. P.10 (Ontario); the *Personal Property Security Act*, RSA 2000, c. P-7 (Alberta); the *Personal Property Security Act*, RSBC 1996, c. 359 (British Columbia); the Uniform Commercial Code (U.C.C.); the *Land Titles Act*, RSNWT 1988, c. 8; the *Northwest Territories Mining Regulation*, SOR/2014-68; and any other personal or real property registry system in any jurisdiction (collectively, “**Security Registrations**”); and
 - (iii) any liens or claims of lien under the *Miners Lien Act*, RSNWT 1988, c. M-12 (NWT) or the *Garage Keepers’ Lien Act*, RSA 2000, c. G-2 (Alberta);
- (i) “**Equity Interest**” means, with respect to a Person, all shares of capital stock, partnership interests, joint venture interests or other equity interests in respect of such Person, or securities convertible into, exchangeable or exercisable for any such shares of capital stock, partnership interests, joint venture interests or other equity interests in respect of such Person;
 - (j) “**Initial Order**” means the Initial Order of the Honourable Madam Justice K. Eidsvik dated April 22, 2020, as amended and restated on May 1, 2020, further amended on May 15, 2020, further amended and restated on June 19, 2020, and further amended on March 4, 2021, as it may be further amended, restated or supplemented from time to time;
 - (k) “**Intercompany Claim**” means any Claim that is owed by one Dominion Entity to another Dominion Entity, and, for greater certainty, Intercompany Claim does not include the approximately \$92.8 million intercompany indebtedness formerly owing by DDM to Dominion Diamond Canada ULC;

- (l) **“Person”** means any corporation, partnership, joint venture, limited liability company, unlimited liability company, organization, entity, authority (including any Governmental Authority), or natural person;

- (m) **“Retained Assets”** means the right, title and interest of any Dominion Entity in and to the following:
 - (i) the organizational documents, corporate books and records, minute books, income tax returns, and corporate seal of such Dominion Entity;
 - (ii) any records that are required by applicable law to be retained by such Dominion Entity;
 - (iii) the tax attributes, including all operating, non-operating, and capital loss balances or carry forwards, of such Dominion Entity;
 - (iv) any Equity Interest in any other Dominion Entity;
 - (v) any Intercompany Claim owing to such Dominion Entity by another Dominion Entity;
 - (vi) all current or former director and officer insurance policies, including all rights, coverage and entitlements thereunder, of such Dominion Entity or pursuant to which such Dominion Entity had any rights, coverage or entitlements;
 - (vii) the Agreement or this Order with respect to the Transaction; and
 - (viii) any other asset, property or undertaking designated as a Retained Asset by Washington in writing to the Monitor prior to the Effective Time;

- (n) **“Retained Claims”** means, in respect of a Dominion Entity, the following Claims and any related Encumbrances:
 - (i) any Intercompany Claim owing by such Dominion Entity to another Dominion Entity; and

- (ii) any other Claim designated as a Retained Claim by Washington in writing to the Monitor prior to the Effective Time;
- (o) **“Transferred Assets”** means all assets, properties, interests and undertakings of the Dominion Entities of any kind or nature whatsoever other than the Retained Assets, which Transferred Assets shall include, without limitation:
 - (i) the Closing Payment (in the event that it has been paid to one of the Applicants (and not the Monitor));
 - (ii) all right, title and interest of the Dominion Entities in and to the Diavik Joint Venture Agreement and the Diavik Joint Venture; and
 - (iii) all Equity Interests in any Person other than a Dominion Entity, including, without limitation, all Equity Interests in the Transferred Subsidiaries; and
- (p) **“Transferred Subsidiaries”** means (i) Dominion Finco Inc., (ii) Dominion Diamond Delaware Company LLC, (iii) Dominion Diamond Canada ULC, (iv) Dominion Diamond (Cyprus) Limited, (v) Dominion Diamond (Luxembourg) S.a.r.l., (vi) Dominion Diamond (India) Private Limited, and (vii) Dominion Diamond Marketing N.V.

APPROVAL OF THE TRANSACTION

3. The Agreement and the Transaction are hereby approved. The execution of the Agreement by the Monitor, on its own behalf and on behalf of the Applicants, is hereby authorized, ratified, confirmed and approved, with such amendments as the Monitor and Washington may deem necessary or desirable. The Monitor and the Applicants are hereby authorized and directed to complete the Transaction subject to the terms of the Agreement, to perform their obligations under the Agreement and any ancillary documents related thereto, and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction. In the event of any conflict between the terms of the Agreement and this Order, this Order shall govern.

4. This Order shall constitute the only authorization required in respect of the Applicants to proceed with and complete the Transaction, and no shareholder, director or other approval in respect of the Dominion Entities shall be required in connection therewith.

VESTING OF TRANSFERRED ASSETS AND CLAIMS AND ENCUMBRANCES

5. Upon delivery of a Monitor's certificate to Washington substantially in the form set out in Schedule "A" hereto (the "**Monitor's Certificate**"), the following shall occur and be deemed to occur commencing at the time of delivery of the Monitor's Certificate (the "**Effective Time**") in the following sequence:
 - (a) all right, title and interest of the Dominion Entities in and to the Transferred Assets shall be transferred to and shall vest absolutely and exclusively without recourse in the Creditor Trust;
 - (b) all Claims and Encumbrances in respect of the Dominion Entities other than the Retained Claims shall be transferred to and assumed by and shall vest absolutely and exclusively without recourse in the Creditor Trust, and (i) such Claims and Encumbrances shall continue to attach to the Transferred Assets with the same nature and priority as they had immediately prior to the Effective Time, (ii) such Claims and Encumbrances equal to the fair market value of the Transferred Assets shall be transferred to and assumed by the Creditor Trust in consideration of the Transferred Assets, and (iii) the remaining Claims and Encumbrances shall be transferred to and assumed by the Creditor Trust for no consideration as part of, and to facilitate, the implementation of the Transaction and the conclusion of these CCAA proceedings;
 - (c) all Claims and Encumbrances other than the Retained Claims shall be irrevocably and forever expunged, released and discharged as against the Dominion Entities and the Retained Assets;
 - (d) without limiting subparagraph 5(c), any and all Security Registrations against any Dominion Entity (other than any Security Registrations in respect of a Retained Claim) shall be and are hereby forever released and discharged as against such

Dominion Entity, and all such Security Registrations shall attach to the Transferred Assets vested in the Creditor Trust and maintain the same attributes, rights, nature, perfection and priority as they had immediately prior to the Effective Time, and no financing change statements in any applicable personal property or other registry system are required to reflect the transfer of and assumption by the Creditor Trust of such Security Registrations; and

- (e) the Dominion Entities shall cease to be Applicants in the CCAA Proceedings and shall be released from the purview of the Initial Order and all other orders of this Court granted in these CCAA Proceedings.

6. As of the Effective Time:

- (a) the Dominion Entities shall continue to hold all right, title and interest in and to the Retained Assets, free and clear of all Claims and Encumbrances other than the Retained Claims; and
- (b) the Dominion Entities shall be deemed to have disposed of the Transferred Assets and shall have no right, title or interest in or to the Transferred Assets. Without limiting this Order, from and after the Effective Time the Dominion Entities shall not have any right or interest of any kind or nature whatsoever, including any equity or ownership interest, in or with respect to the Diavik Joint Venture, the Diavik Joint Venture Agreement or the Creditor Trust.

7. For greater certainty, any Person that, prior to the Effective Time, had a Claim or Encumbrance other than a Retained Claim against the Dominion Entities or their assets, properties or undertakings shall, as of the Effective Time, no longer have any such Claim or Encumbrance against or in respect of the Dominion Entities or the Retained Assets, but shall have an equivalent Claim or Encumbrance, as applicable, against the Transferred Assets to be administered by the Creditor Trust from and after the Effective Time, with the same attributes, rights, security, nature and priority as such Claim or Encumbrance had immediately prior to its transfer to the Creditor Trust, and nothing in this Order limits, lessens, modifies (other than by change in debtor) or extinguishes the Claim or

Encumbrance of any Person as against the Transferred Assets to be administered by the Creditor Trust.

8. From and after the Effective Time, the Dominion Entities shall be authorized to take all steps as may be necessary to effect the discharge and release as against the Dominion Entities and the Retained Assets of the Claims and Encumbrances that are transferred to and vested in the Creditor Trust pursuant to this Order, including the Security Registrations.
9. Upon the delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Dominion Entities, the Retained Assets or the Transferred Assets (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to give effect to the terms of this Order and the completion of the Transaction and to discharge and release all Claims and Encumbrances other than Retained Claims against or in respect of the Dominion Entities and the Retained Assets, and presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to do so.
10. Washington shall have the right, at any time prior to the Effective Time, by notice in writing to the Monitor and without any adjustment to the Closing Payment, to deem, for all purposes of this Order and the Agreement, (a) any asset, property or undertaking of the Dominion Entities other than the Closing Payment to be a Retained Asset (including any asset, property or undertaking that is otherwise identified herein as a Transferred Asset), (b) any asset, property or undertaking of the Dominion Entities to be a Transferred Asset (including any asset, property or undertaking that is otherwise identified herein as a Retained Asset), and (c) any Retained Claim to be a Claim and Encumbrance that is transferred to and vested in the Creditor Trust and released and discharged as against the Dominion Entities and the Retained Assets.

INJUNCTIONS

11. From and after the Effective Time, all Persons shall be absolutely and forever barred, estopped, foreclosed and permanently enjoined from pursuing, asserting, exercising, enforcing, issuing or continuing any steps or proceedings, or relying on any rights, remedies, claims or benefits in respect of or against the Dominion Entities or the Retained Assets, in any way relating to, arising from or in respect of:
 - (a) the Transferred Assets;
 - (b) any and all Claims or Encumbrances other than the Retained Claims against or relating to the Dominion Entities, the Transferred Assets or the Retained Assets existing immediately prior to the Effective Time;
 - (c) the insolvency of the Dominion Entities prior to the Effective Time;
 - (d) the commencement or existence of the CCAA Proceedings; or
 - (e) the completion of the Transaction.

CREDITOR TRUST

12. The Creditor Trust created pursuant to this Order shall be named the “Dominion Residual Asset Trust”. The Creditor Trust shall be instituted and administered in accordance with the Trust Settlement attached as **Schedule "B"** hereto.
13. At the Effective Time, the style of cause for these proceedings shall be changed to:

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

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

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

MISCELLANEOUS

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

17. Notwithstanding:

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

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

18. The Monitor, Washington and any other interested party shall be at liberty to apply for further advice, assistance and direction as may be necessary or desirable in order to give

full force and effect to the terms of this Order and to assist and aid the parties in completing the Transaction.

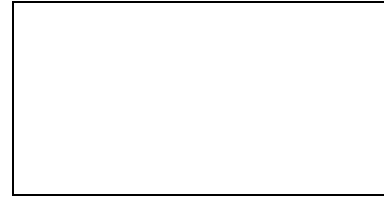
19. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement and enforce the terms and provisions of this Order, the Agreement and all amendments thereto, in connection with any dispute involving the Dominion Entities or the Creditor Trust, and to adjudicate, if necessary, any disputes concerning the Dominion Entities or the Creditor Trust related in any way to the Transaction.
20. This Court hereby requests the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and the Dominion Entities and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Dominion Entities and to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order.
21. Service of this Order shall be deemed good and sufficient by serving the same in accordance with the procedures in the CaseLines Service Order granted May 29, 2020 in these proceedings.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE A

FORM OF MONITOR'S CERTIFICATE

Clerk's Stamp:



COURT FILE NUMBER 2001-05630

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

JUDICIAL CENTRE CALGARY

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

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

DOCUMENT MONITOR'S CERTIFICATE

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

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

RECITALS

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

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

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

THE MONITOR CERTIFIES the following:

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

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

Per: _____

Name:

Title:

SCHEDULE B
CREDITOR TRUST SETTLEMENT

7184219

CREDITOR TRUST SETTLEMENT

RECITALS

On April 22, 2020, the Court of Queen's Bench of Alberta (the "**CCAA Court**") granted an Initial Order (subsequently amended and restated, and hereinafter the "**SARIO**") under the *Companies' Creditors Arrangement Act* in Action No. 1901-13767 (the "**CCAA Proceedings**") that, among other things, appointed FTI Consulting Canada Inc. (the "**Monitor**") as the Monitor of Dominion Diamond Mines ULC ("**DDM**"), Dominion Diamond Delaware Company, LLC, Dominion Diamond Canada ULC, Washington Diamond Investments, LLC, Dominion Diamond Holdings, LLC, Dominion Finco Inc., and Dominion Diamond Marketing Corporation, as debtors (collectively, the "**CCAA Debtor Entities**").

On January 27, 2021, the CCAA Court granted an Order (the "**Expanded Powers Order**"), pursuant to which the Monitor has been authorized, among other things to conduct, supervise, and direct the sale, conveyance, transfer, lease, assignment or disposal of any remaining Property (as defined in the Expanded Powers Order) of the CCAA Debtor Entities or any part or parts thereof, whether or not outside of the normal course of business, subject to approval of the CCAA Court as may be required pursuant to the SARIO.

On October 15, 2021, the CCAA Court granted a Reverse Vesting Order (the "**RVO**") that, among other things, approved a Term Sheet dated [•], 2021 entered into between Washington Investments Holdings II, LLC ("**Washington**") and the Monitor, in its capacity as the Monitor of the CCAA Debtor Entities (the "**RVO Transaction Term Sheet**").

The RVO Transaction Term Sheet contemplates a transaction (as defined in the RVO Transaction Term Sheet, the "**RVO Transaction**") which includes, among other things: (i) the establishment of a trust for the benefit of the creditors of the CCAA Debtor Entities (the "**Creditor Trust**"); (ii) the transfer to the Creditor Trust of certain liabilities of the CCAA Debtor Entities (the "**Transferred Liabilities**"); (iii) the payment by Washington of US\$250,000 to fund the reasonable and documented professional fees and expenses of the Monitor and its counsel (and other professionals that may be required by the Monitor and its counsel) in analyzing and obtaining Court approval of the RVO Transaction and implementing the RVO Transaction (the "**Process Costs**"); and (iii) the payment by Washington of \$US1,500,000 in trust for the benefit of the creditors of the CCAA Debtor Entities (the "**RVO Payment**").

This Trust Settlement is intended to be appended to and form part of the RVO, for the purpose of furthering the RVO Transaction, including but not limited to governing the manner in which the Creditor Trust shall be established, effective on the closing of the RVO Transaction, and administered thereafter.

**ARTICLE 1
ESTABLISHMENT OF THE CREDITOR TRUST**

1.1 Settling the Creditor Trust

The Creditor Trust shall be named the "Dominion Residual Asset Trust" and shall be settled by the delivery by Washington of the RVO Payment, in the amount of US\$1,500,000 (the "**Settlement Funds**") to the Monitor, on behalf of one or more of the CCAA Debtor Entities.

1.2 Appointment of the Trustee

The Monitor shall be the trustee of the Creditor Trust (the "**Trustee**") and shall hold the Settlement Funds in trust for the creditors of the CCAA Debtor Entities (the "**Creditor Trust Beneficiaries**"), subject to the terms of this Trust Settlement. The Trustee shall have all the rights, powers and duties set forth herein and pursuant to applicable law for accomplishing the purposes of the Creditor Trust.

1.3 Purpose of the Creditor Trust

The purpose of the Creditor Trust is for the Trustee to hold the Settlement Funds, assume the Transferred Liabilities, and to distribute the Settlement Funds to the Creditor Trust Beneficiaries, in accordance with their respective priorities, rights and entitlements as against the CCAA Debtor Entities.

**ARTICLE 2
THE TRUSTEE**

2.1 Authority of Trustee

The Trustee shall have all powers and authorities necessary to carry out the purpose of the Creditor Trust as set out in Article 1.3. The Trustee may from time to time apply to the CCAA Court for advice and directions as to the discharge of its powers and duties hereunder.

2.2 Compensation of the Trustee

The Trustee shall be compensated for its services, and reimbursed for its expenses, including the reasonable costs and expenses of its legal counsel, first from the Process Costs and second, if necessary, from the Settlement Funds.

2.3 Standard of Care; Exculpation

In addition to the rights and protections afforded to the Trustee as Monitor under the CCAA or as an Officer of this Court, the Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Trust Settlement, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Trust Settlement shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation, or the SARIO or the Expanded Powers Order.

ARTICLE 3 INDEMNIFICATION

3.1 Indemnification of Trustee and others

To the fullest extent permitted by law, the Creditor Trust, to the extent of its assets legally available for that purpose, shall indemnify and hold harmless the Trustee, and each of its respective directors, members, shareholders, partners, officers, agents, employees, counsel and other professionals (collectively, the "**Indemnified Persons**") from and against any and all losses, costs, damages, reasonable and documented out-of-pocket expenses (including reasonable fees and expenses of counsel and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person did, does, or refrains from doing for the business or affairs of the Creditor Trust, except to the extent that the loss, cost, damage, expense or liability resulted from the Indemnified Person's gross negligence or wilful misconduct.

ARTICLE 4 TERM; TERMINATION OF THE CREDITOR TRUST

4.1 Term; Termination of the Creditor Trust

- (a) The Creditor Trust shall commence on the date that the RVO Transaction closes, and shall terminate no later than the first anniversary thereof; provided, however, that, on or prior to the date that is 90 days prior to such termination, the Trustee may extend the term of the Creditor Trust if it is necessary to the efficient and proper administration of the Creditor Trust in accordance with the purposes and terms of this Trust Settlement, by filing a notice of such extension with the CCAA Court, and serving such notice on interested parties.
- (b) The Creditor Trust may be terminated by the Trustee earlier than its scheduled termination if the Trustee has distributed all Settlement Funds and performed all other duties required by this Trust Settlement. Upon termination of the Creditor Trust, any and all remaining portion of the Process Costs shall be paid to Washington.

ARTICLE 5 AMENDMENT AND WAIVER

5.1 Amendment and Waiver

The Trustee may amend, supplement or waive any provision of this Trust Settlement, without notice to or the consent of the Creditor Trust Beneficiaries or the approval of the CCAA Court: (i) to cure any ambiguity, omission, defect or inconsistency in this Trust Settlement; (ii) to comply with any legal (including tax) requirements; and (vi) to achieve any other purpose that is not inconsistent with the purpose and intention of this Trust Settlement.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Laws as to Construction

This Trust Settlement 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 regard to whether any conflicts of law would require the application of the law of another jurisdiction.

6.2 Jurisdiction

Without limiting any Person's right to appeal any order of the CCAA Court with regard to any matter, (i) the CCAA Court shall retain exclusive jurisdiction to enforce the terms of this Trust Settlement and to decide any claims or disputes which may arise or result from, or be connected with, this Trust Settlement, or the matters contemplated hereby, and (ii) any and all actions related to the foregoing shall be filed and maintained only in the CCAA Court.

6.3 Irrevocability

The Creditor Trust is irrevocable, but is subject to amendment and waiver as provided for in this Agreement.