

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CRYSTALLEX INTERNATIONAL CORPORATION**

**MOTION RECORD
(Returnable December 17, 2014)**

December 12, 2014

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Lawyers for Crystallex International
Corporation

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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

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MOTION RECORD

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Court File No. CV-11-9532-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CRYSTALLEX INTERNATIONAL CORPORATION**

**NOTICE OF MOTION
RETURNABLE DECEMBER 17, 2014**

TAKE NOTICE THAT the applicant, Crystallex International Corporation ("**Crystallex**") will make a motion before a Judge of the Commercial List at 11:30 a.m. on December 17, 2014 or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING:

The motion is to be heard orally.

THE MOTION IS FOR AN ORDER:

1. granting Crystallex leave pursuant to the stay extension and standstill order (the "**Standstill Order**") made by the Honourable Mr. Justice Newbould on June 5, 2013 to bring this motion;

2. approving the relief requested in the Affidavit of Harry Near sworn December 15, 2014, the "**Near Affidavit**";
3. sealing the motion materials and facts that have been labelled as "Confidential" (the "**Confidential Materials**") and filed in connection with this motion; and
4. such further and other Orders as counsel may request and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:

- (a) the grounds particularized in detail in the Confidential Materials, including the Near Affidavit;
- (b) Sections 9, 11, and 23 of the CCAA;
- (c) Section 137(2) of the *Courts of Justice Act* (Ontario);
- (d) the *Rules of Civil Procedure*, including rules 1.04(1) 37.01 and 37.02(1); and
- (e) such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (i) the Affidavit of Harry Near sworn December 15, 2014;
- (ii) the Thirteenth Report of the Monitor;
- (iii) the Standstill Order; and

- (iv) such further and other materials as counsel may advise and this Court may permit.

December 12, 2014

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○

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Court-appointed Monitor

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CRYSTALLEX INTERNATIONAL
CORPORATION

Court File No. CV-11-9532-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**NOTICE OF MOTION
(Returnable December 17, 2014)**

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Jay Swartz (LSUC #15417L)
Bryan D. McLeese (LSUC #55607C)
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Lawyers Crystallex International Corporation

CONFIDENTIAL

Court File No. CV-11-9532-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST****BETWEEN:****IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT
ACT, 1985, c.C-36 AS AMENDED****AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF CRYSTALLEX INTERNATIONAL CORPORATION****AFFIDAVIT OF HARRY NEAR
SWORN DECEMBER 15, 2014**I, Harry Near, of the City of Ottawa, in the Province of Ontario, **MAKE****OATH AND SAY:**

1. I am a director of Crystallex International Corporation ("**Crystallex**" or the "**Company**"). I am also the chair of an independent committee formed to deal with incentive compensation to the Company's management. As such, I have knowledge of the matters to which I hereinafter depose, which knowledge is either personal to me, obtained from a review of the documents to which I refer, or, where indicated, based on information and belief, in which case I verily believe such information to be true.

I. BACKGROUND AND SUMMARY

2. On December 23, 2011, an order (the "**Initial Order**") was made granting Crystallex protection from its creditors under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceeding**") and Ernst & Young Inc. was appointed as the monitor (the "**Monitor**"). On December 28, 2011 Crystallex obtained an order of the United States Bankruptcy Court for the District of Delaware recognizing the CCAA Proceeding as a

foreign main proceeding (the "**Chapter 15 Proceeding**" and together with the CCAA Proceeding the "**Restructuring Proceedings**").

3. Crystallex previously engaged in the business of exploring and developing the Las Cristinas gold project in Venezuela. Crystallex had the right to mine Las Cristinas through a mining operation contract (the "**MOC**") with Corporacion Venezolana de Guayana. In 2011, the Venezuelan government expropriated the Las Cristinas mine and purported to terminate the MOC. The Company is currently arbitrating the matter (the "**Arbitration Proceeding**") before the Additional Facility of International Centre for the Settlement of Investment Disputes (the "**Tribunal**") against Venezuela and is seeking, among other things, compensation of US\$3.8 billion for the loss in value of its investment (the "**Arbitration Claim**"). The Arbitration Claim is the Company's principal asset.

4. The oral hearing in the Arbitration Proceeding was held in November 2013, and following a brief suspension (resulting from Venezuela's challenge to the arbitrator that it had appointed), the hearing resumed and was completed in February 2014. Post-closing briefs were submitted in the Arbitration Proceeding on May 12, 2014. [REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

9. Accordingly, this Affidavit is sworn in support of a motion by Crystallex for an order [REDACTED],:

(a) granting Crystallex leave pursuant to paragraph 7 of the stay extension and standstill order (the "**Standstill Order**") made by the Honourable Mr. Justice Newbould on June 5, 2013 to bring this motion;

(b) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(c) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(d) approving the [REDACTED]; and

(e) sealing the motion materials and facts filed in connection with this motion that have been labelled as "Confidential" (collectively, the "**Confidential Materials**").

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

II. BACKGROUND TO [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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A series of horizontal black bars of varying lengths, some starting from the left edge and others indented, creating a rhythmic, abstract pattern. The bars are stacked vertically, with some appearing as single lines and others as grouped elements. The overall effect is a minimalist, graphic composition.

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44. As discussed in detail below, pursuant to the Standstill Order as amended, the Senior Notes and other Proven Claims are currently accruing interest on their claims at an increased rate until December 31, 2015. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

45. Crystallex believes that certain key personnel and consultants, namely Robert Fung and Marc Oppenheimer, are vital to the success of the pursuit of the Arbitration Claim. This is especially true given that, in order to save money, Crystallex has decreased staff to the point where Fung and Oppenheimer are the only remaining individuals at the Company that have firsthand knowledge of the facts at issue in the Arbitration Proceedings, as well as the only individuals with the historical knowledge to aid the Arbitration Professionals in answering the myriad of questions required for each filing and identifying relevant documents. In short, due to diligent efforts to decrease expenses, without the assistance of Fung and Oppenheimer, the Company would be unable to effectively plead its case, respond to Tribunal questions, interpret a potential award, or enforce a potential award. This view is supported by the DIP Lender.

46. As such, Crystallex, the DIP Lender, Fung, and Oppenheimer, negotiated an agreement that would entitle Fung and Oppenheimer [REDACTED]

[REDACTED]

[REDACTED]. No additional compensation is being provided to Fung or Oppenheimer by Crystallex [REDACTED]

Terms of [REDACTED]

47. [REDACTED]

[REDACTED] Oppenheimer and Fung have agreed that they will not seek to amend the MIP now or in the future. [REDACTED]

[REDACTED] A further key term of the agreement provides that, if either Mr. Fung or Mr. Oppenheimer becomes deceased or disabled such that he cannot perform his duties as an employee, [REDACTED]

48. The only way for Crystallex to pay its stakeholders is to prosecute the Arbitration Claim to a successful award or settlement. [REDACTED]

49. While the Arbitration Proceeding has progressed significantly, management of the Company is still needed to answer any questions that the Tribunal might have, participate in ongoing submissions and additional oral hearings that may be required by the Tribunal, assist with negotiating any potential settlement or make and implement any strategic decisions that need to be made in connection with the Arbitration Claim.

52. The MIP provides that Crystallex will establish a discretionary bonus pool (the "**Retention Amount Pool**") for payments to be made to the MIP participants. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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54. As described above, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

55. Furthermore, on June 5, 2013, the Company obtained the Standstill Order as an interim settlement of an ongoing dispute between the Company and the Noteholders. The Standstill Order provides the Noteholders and creditors with Proven Claims with an increased rate of interest to accrue on the Senior Notes or the Proven Claims, respectively, during the Standstill Period, unless extended. In connection with the Third DIP Amendment, the Company agreed to extend the Standstill Period until December 31, 2015 (the period through which the proposed Fourth DIP Loan is contemplated to last), and thereby, extend the accrual of the increased rate of interest under the terms of the Standstill Order during the extended Standstill Period. The interest payable to the Noteholders and creditors with Proven Claims under the Standstill Order is also deducted from the Net Arbitration Proceeds in priority to any amounts payable to the Shareholders. This structure has the effect of further reducing the amount of the Net Arbitration Proceeds available to the Shareholders and consequently further reducing the quantum of the Residual Pool.

56. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

57. For all of the reasons described above, [REDACTED]

[REDACTED]

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61. For all the foregoing reasons, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

62. As part of this Motion, Crystallex is requesting that the Confidential Materials describing [REDACTED]

[REDACTED] In particular, [REDACTED]
[REDACTED]
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SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario
on December 15, 2014.

Commissioner for taking affidavits

Harry Near

[REDACTED]

[REDACTED]

[REDACTED]

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<p>IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, 1985, c.C-36 AS AMENDED</p> <p>AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CRYSTALLEX INTERNATIONAL CORPORATION</p>	<p>Court File No. CV-11-9532-00CL</p>
	<p>ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p>Proceeding commenced at Toronto</p>
	<p>AFFIDAVIT OF HARRY NEAR (Sworn December 15, 2014)</p>
	<p>Davies Ward Phillips & Vineberg LLP 155 Wellington Street West Toronto, ON M5V 3J7</p> <p>Jay Swartz (LSUC #15417L) Bryan D. McLeese (LSUC #55607C) Tel: 416.863.0900 Fax: 416.863.0871</p> <p>Lawyers for Crystallex International Corporation</p>

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF
HARRY NEAR SWORN THIS ____ DAY OF DECEMBER 2014

A Commissioner for Taking Affidavits

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF
HARRY NEAR SWORN THIS ____ DAY OF DECEMBER 2014

A Commissioner for Taking Affidavits

THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF
HARRY NEAR SWORN THIS ____ DAY OF DECEMBER 2014

A Commissioner for Taking Affidavits

Court File No. CV-11-9532-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.
 JUSTICE NEWBOULD

)
)
)

WEDNESDAY, THE 17th
 DAY OF DECEMBER, 2014

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 CRYSTALLEX INTERNATIONAL
 CORPORATION (the "**Applicant**")

APPROVAL ORDER

THIS MOTION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the motion record of the Applicant, the affidavit of Harry Near dated December 15, 2014, the Thirteenth Report of the Monitor, Ernst & Young Inc. (the "**Monitor**") dated December 15, 2014 (the "**Thirteenth Report**"), and on hearing the submissions of counsel for the Applicant, counsel for Computershare Trust Company of Canada in its capacity as Trustee (the "**Trustee**") for the holders of Senior 9.375% Notes due December 23, 2011, issued by the Applicant (the "**Senior Notes**"), counsel for the Ad Hoc Committee (as defined below) and each beneficial owner of the Senior Notes that is part of the *ad hoc* committee of beneficial owners of the Senior Notes (as specified on Schedule "A" hereto) (the "**Ad Hoc Committee**") in all capacities, including, without limitation, as beneficial owners of the Senior Notes and, to the extent applicable, shareholders or holders of other equity interests of the Applicant, counsel for the DIP Lender (as defined below), counsel for Greywolf Loan Participation LLC, in all capacities, including, without limitation, as beneficial owner of the Senior Notes, shareholder, or other holder of equity interests of the Applicant ("**Greywolf**"), counsel for the Monitor, [counsel for **Forbes & Manhattan, Inc. and Aberdeen International Inc.**,] and counsel for Juan Antonio Reyes, and upon the DIP Lender, the Trustee, the Ad Hoc Committee, Greywolf, Juan

Antonio Reyes [and Forbes & Manhattan, Inc. and Aberdeen International Inc.] consenting to this order:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

LEAVE AND APPROVAL

2. **THIS COURT ORDERS** that the Applicant is granted leave to bring this motion.

3. **THIS COURT ORDERS** that the terms attached as Schedule "A" to the Near Affidavit are hereby approved in their entirety, expressly incorporated by reference into this Order and effective as though they were made herein (the "**Terms**").

4. **THIS COURT ORDERS** that any creditor or shareholder of the Applicant may request a copy of the Terms from the Applicant and the Applicant shall be permitted to provide the Terms to such party on such terms as the Applicant and the Monitor agree or on further order of the Court.

APPROVAL OF MONITOR'S THIRTEENTH REPORT

5. **THIS COURT ORDERS** that the Thirteenth Report of the Monitor and the activities as set out therein be and are hereby approved.

CONFIDENTIALITY

6. **THIS COURT ORDERS** that all materials filed in connection with this motion that have been labeled as "Confidential" (the "**Sealed Materials**") shall be sealed and not form any part of the public record in this proceeding.

7. **THIS COURT ORDERS** that the Sealed Materials shall not be copied or disseminated beyond counsel or experts previously authorized in this proceeding or to be authorized by the Applicant or by further order of this Court.

8. **THIS COURT ORDERS** that any party may apply to the Court on proper notice to all parties in interest to modify the provisions in paragraphs 6 and 7 of this Order and nothing in this Order shall be deemed to prejudice their rights to seek such modification or to assert that the Sealed Materials are not confidential.

9. **THIS COURT ORDERS** that this Order shall not be posted on the Monitor's website.

GENERAL

10. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

11. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, including the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), to give effect to this Order and to assist the Applicant, the Monitor 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Applicant in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

12. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, including the Bankruptcy Court, for the recognition of this Order and for assistance in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.

SCHEDULE "A"**BENEFICIAL OWNERS OF SENIOR NOTES PART OF AD HOC
COMMITTEE**

1. QVT Fund LP
2. Quintessence Fund LP
3. Greywolf Loan Participation LLC
4. Outrider Master Fund, LP
5. Ravensource Fund
6. Stornoway Recovery Fund LP

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

Court File No: CV-11-9532-OOCL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CRYSTALLEX
INTERNATIONAL CORPORATION

**ONTARIO
SUPERIOR COURT OF JUSTICE –
COMMERCIAL LIST**

Proceeding commenced at Toronto

APPROVAL ORDER

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Lawyers for Crystallex International Corporation

Court File No. CV-11-9532-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.
JUSTICE NEWBOULD

)
)

WEDNESDAY, THE 17th
DAY OF DECEMBER, 2014

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 CRYSTALLEX
INTERNATIONAL CORPORATION (the "**Applicant**")

NET ARBITRATION PROCEEDS TRANSFER AGREEMENT ORDER

THIS MOTION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the motion record of the Applicant, the affidavit of Harry Near dated December 15, 2014, the Thirteenth Report of the Monitor, Ernst & Young Inc. (the "**Monitor**") dated December 1, 2014, and on hearing the submissions of counsel for the Applicant, counsel for Computershare Trust Company of Canada in its capacity as Trustee (the "**Trustee**") for the holders of Senior 9.375% Notes due December 23, 2011, issued by the Applicant (the "**Senior Notes**"), counsel for the Ad Hoc Committee (as defined below) and each beneficial owner of the Senior Notes that is part of the *ad hoc* committee of beneficial owners of the Senior Notes (as specified on Schedule "A" hereto) (the "**Ad Hoc Committee**") in all capacities, including, without limitation, as beneficial owners of the Senior Notes and, to the extent applicable, shareholders or holders of other equity interests of the Applicant, counsel for the Lender (as defined below), counsel for Greywolf Loan Participation LLC, as the holder of equity interests of the Applicant ("**Greywolf**"), counsel for the Monitor, [**counsel for Forbes & Manhattan, Inc. and Aberdeen International Inc.,**] and counsel for Juan Antonio Reyes, and upon the Lender, the Trustee, the Ad Hoc Committee, Greywolf, Juan Antonio Reyes [**and Forbes & Manhattan, Inc. and Aberdeen International Inc.**] consenting to this order:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that unless otherwise defined in this Order, capitalized terms used in this Order shall have the meanings given to them in the NAP Transfer Agreement (as defined below).

LEAVE

3. **THIS COURT ORDERS** that the Applicant is granted leave to bring this motion.

NET ARBITRATION PROCEEDS TRANSFER AGREEMENT

4. **THIS COURT ORDERS** that the Net Arbitration Proceeds Transfer Agreement among Crystallex International Corporation, Tenor KRY Cooperatief U.A. (the "**Lender**"), Robert Fung, and Marc Oppenheimer (the "**NAP Transfer Agreement**") and all transactions contemplated thereby are fair, reasonable and appropriate and are hereby approved and authorized in their entirety.

5. **THIS COURT ORDERS** that the parties to the NAP Transfer Agreement (the "**NAP Agreement Parties**") are hereby authorized and directed to execute and deliver the NAP Transfer Agreement in substantially the form filed with the Court and any and all documents contemplated or required by the parties thereto in connection with the NAP Transfer Agreement. The NAP Agreement Parties (as may be applicable) are hereby authorized and directed to take such additional steps without further Court approval, as may be necessary or desirable for the completion of the transactions described in the NAP Transfer Agreement.

6. **THIS COURT ORDERS AND DECLARES** that the provisions of the NAP Transfer Agreement shall not be rendered invalid or unenforceable and shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, C. B-3 (the "**BIA**"), or any bankruptcy order made

pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes or any common law; or (e) any negative covenants, prohibitions or other similar provisions contained in any existing agreement (an "**Agreement**") which binds the Applicant and, notwithstanding any provision to the contrary in any Agreement:

- (a) none of the execution, delivery or performance of the NAP Transfer Agreement shall create nor be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) the Applicant shall not have any liability to any Person (as defined by the Initial Order) whatsoever as a result of any breach of any Agreement caused by or resulting from the execution, delivery or performance of the NAP Transfer Agreement; and
- (c) the transactions approved and made by the NAP Agreement Parties pursuant to the NAP Transfer Agreement and this Order do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law including common law.

CONFIDENTIALITY

7. THIS COURT ORDERS that all materials filed in connection with this motion that have been labeled as "Confidential" (the "**Sealed Materials**") shall be sealed and not form any part of the public record in this proceeding.

8. THIS COURT ORDERS that the Sealed Materials shall not be copied or disseminated beyond counsel or experts previously authorized in this proceeding or to be authorized by the Applicant or by further order of this Court.

9. THIS COURT ORDERS that any party may apply to the Court on proper notice to all parties in interest to modify the provisions in paragraphs 7 and 8 of this Order and nothing in this Order shall be deemed to prejudice their rights to seek such modification or to assert that the Sealed Materials are not confidential.

10. THIS COURT ORDERS that this Order shall not be posted on the Monitor's website.

GENERAL

11. THIS COURT ORDERS this Order and its terms shall only become effective upon entry of a Final Order of the Court approving the Approval Order. "Final Order" shall mean an Order of this Court from which all applicable appeal periods have expired and the Order is not subject to an application for leave to appeal, appeal, or further right of appeal or any stay, and the Order shall not have been reversed, vacated, or unless agreed by the Lender in writing, amended or modified in any manner.

12. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, including the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), to give effect to this Order and to assist the Applicant, the Monitor 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 Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Applicant in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

13. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, including the Bankruptcy Court, for the recognition of this Order and for assistance in carrying out the terms of this Order.

14. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.

SCHEDULE “A”**BENEFICIAL OWNERS OF SENIOR NOTES PART OF AD HOC
COMMITTEE**

1. QVT Fund LP
2. Quintessence Fund LP
3. Greywolf Loan Participation LLC
4. Outrider Master Fund, LP
5. Ravensource Fund
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IN MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, 1985, c.0-36
AS AMENDED

Court File No: CV-11-9532-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF CRYSTALLEX
INTERNATIONAL CORPORATION

ONTARIO

Proceeding commenced at Toronto

**SUPERIOR COURT OF JUSTICE —
COMMERCIAL LIST**

**NET ARBITRATION PROCEEDS TRANSFER AGREEMENT
ORDER**

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Lawyers for Crystallex International Corporation

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

Court File No. **CV-11-9532-00CL**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
CRYSTALLEX INTERNATIONAL CORPORATION**

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at [Toronto](#)

**MOTION RECORD
([Returnable December 17, 2014](#))**

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