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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 12TH
MADAM JUSTICE CONWAY	)	DAY OF MAY, 2026

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENTS 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

O R D E R

(**Supplemental Claims Procedure**)

THIS MOTION, made by Crystallex International Corporation ("**Crystallex**") for an order approving the procedures for the resolution of all remaining claims in this proceeding was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Robert Fung sworn March 29, 2026, and on hearing the submissions of counsel to Crystallex, the Independent Director, Messrs. Fung and Oppenheimer, the Monitor, DIP Lender, the Trustee and Ad Hoc Noteholder Committee (all as defined below), and Mr. Colin Murdoch appearing on his own behalf and no one appearing for any other person on the Service List, although properly served as appears from the affidavit of service, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record in respect of this Motion is hereby abridged so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that, for purposes of this Order the following terms shall have the following meanings:

(a) "**Ad Hoc Noteholder Committee**" means an Ad Hoc Noteholder Committee of beneficial holders and/or managers of Notes, as such committee has and may be reconstituted from time to time, as currently represented by Goodmans LLP;

(b) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

(c) "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

(d) "**CCAA Proceedings**" means the proceedings commenced by Crystallex in the Court under Court File No. CV-11-9532-00CL;

(e) "**CDS**" means the Canadian Depository for Securities Limited;

(f) **"Claims**" means any right or claim of any Person (including a Shareholder or Noteholder) against Crystallex and/or its Directors and/or Officers, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of Crystallex whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed,

contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executed or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, and includes any claims that would have been claims provable in bankruptcy had Crystallex become bankrupt on the Filing Date, any Section 5.1(2) Claim or Shareholder Claim;

(g) "**Claimant**" means a Person asserting a Claim including a Post-Filing Claim, Noteholder Claim or Marker Claim, and includes the Trustee and any Noteholder or Shareholder;

(h) "**Claims Officer**" means the individual appointed by the Court to act as the claims officer pursuant to paragraph 35 of the General Claims Procedure Order and paragraph 42 of this Order;

(i) "**Claims Officer Determination**" has the meaning given to it in paragraph 38;

(j) "**Claims Package**" has the meaning given to it in paragraph 33;

(k) "**Claim Questions"** has the meaning given to it in paragraph 24;

(l) "**Court**" means the Ontario Superior Court of Justice (Commercial List) in the City of Toronto, in the Province of Ontario;

(m) "**DIP Credit Agreement**" means that Senior Secured Credit Agreement between Crystallex and the DIP Lender, dated as of April 23, 2012 (as amended and restated from time to time);

(n) "**DIP Lender**" means Tenor Special Situation I, LP (and its predecessors, successors or permitted assigns) as post-filing lender to Crystallex pursuant to the DIP Credit Agreement;

(o) "**Directors**" means the directors and former directors of Crystallex, and "**Director**" means any one of them;

(p) "**Excluded Claims**" means (i) any claims secured by any of the Administration Charge, the DIP Charge, and the Lender Additional Compensation Charge, and (ii) the Proven Standstill Noteholder Claim;

(q) "**Filing Date**" means December 23, 2011 as of 12:01 am EST;

(r) "**General Claims**" means any claim filed against Crystallex and/or the Directors and/or Officers, by the General Claims Bar Date pursuant to the General Claims Procedure Order, including a Pre-Filing Claim, Restructuring Claim or D&O Claim (each as defined in the General Claims Procedure Order) but excluding the Marker Claims;

(s) "**General Claims Bar Date**" means the bar date set out in the General Claims Procedure Order, being 5:00 p.m. (Toronto Time) on January 18, 2013;

(t) "**General Claims Procedure Order**" means the General Claims Procedure Order dated November 30, 2012 approved by the Court in the CCAA Proceedings;

(u) "**Hearing**" has the meaning given to it in paragraph 33;

(v) "**Independent Director**" means the independent Director of Crystallex's Board of Directors, designated by Crystallex to deal with all Claims on behalf of Crystallex pursuant to this Order;

(w) "**Initial Order**" means the Initial Order of the Honourable Mr. Justice Newbould dated December 23, 2011, as extended and amended from time to time;

(x) "**Instructions**" means the instructions on how to timely file Supplemental Claims substantially in the form attached hereto as **Schedule A**;

(y) "**Marker Claims**" means, as applicable, those claims filed by the Ad Hoc Noteholder Committee and Trustee, in each case against Crystallex and the Directors and/or Officers, by the General Claims Bar Date pursuant to the General Claims Procedure Order;

(z) "**Monitor**" means Ernst & Young Inc., in its capacity as the Court-appointed Monitor of Crystallex;

(aa) "**Monitor's Website**" means www.ey.com/ca/crystallex;

(bb) "**Newspaper Notice**" has the meaning given to it in paragraph 11, which notice shall for certainty, include notice of this Order and the Supplemental Claims Bar Date along directions on how parties can access the Proof of Claim forms and Instructions and details of the Monitor's Website;

(cc) "**Noteholder**" means any holder of the Notes, whether registered, a participant or beneficial;

(dd) "**Noteholder Claim**" means any and all (x) Claims of any Person based on (i) the Notes, or (ii) the Trust Indenture pursuant to which the Notes were issued, and shall include any Post-Filing Claim of the Trustee, the Ad Hoc Noteholder Committee or a Noteholder and includes the Trustee Claim, and (y) Marker Claim or Section 5.1(2) Claim of a Noteholder or the Trustee;

(ee) "**Notes**" means US$100 million of 9.375% senior unsecured notes issued pursuant to the Trust Indenture;

(ff) "**Notice of Position**" has the meaning given to it in paragraph 26;

(gg) "**Notice of Position Date**" has the meaning given to it in paragraph 26;

(hh) "**Notice of Revision or Disallowance**" has the meaning given to it in the General Claims Procedure Order:

(ii) "**Officers**" means the officers and former officers of Crystallex, and "**Officer**" means any one of them;

(jj) "**Orders**" means any and all orders issued by the Court in these CCAA Proceedings and amendments thereto, including the Initial Order;

(kk) "**Person**" means any individual, partnership, firm, joint venture, trust, entity, corporation, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or similar entity, however so designated or constituted;

(ll) "**Post-Filing Claim**" means any right or Claim of any Person against Crystallex and/or its Directors and/or Officers arising after the Filing Date, including any Section 5.1(2) Claim, but excluding any Restructuring Claim (as defined in the General Claims Procedure Order) or Excluded Claim;

(mm) "**Post-Filing Interest**" means any interest that has accrued on a Claim from and after the Filing Date;

(nn) "**Prefiling Unsecured Creditors' Charge**" means the charge created pursuant to paragraph 13 of the Order of Mr. Justice Newbould made in these CCAA Proceedings dated April 16, 2012;

(oo) "**Proof of Claim**" means the form substantially in the form attached hereto as **Schedule A**;

(pp) "**Proven Standstill Noteholder Claim**" has the meaning given to that term in the Standstill Order;

(qq) "**Review Motion**" has the meaning given to it in paragraph 40;

(rr) "**Section 5.1(2) Claim**" means any right or Claim of any Person against the Directors or Officers arising prior to, or after, the Filing Date that (i) relates to contractual rights of one or more Persons, or (ii) is based on wrongful or oppressive conduct of the Directors or Officers;

(ss) **"Shareholder Claim**" means any right or Claim of any Shareholder against Crystallex or its Directors or Officers arising prior to, or after, the Filing Date, including any Section 5.1(2) Claim;

(tt) "**Service List**" means the service list in the CCAA Proceedings as it shall exist from time to time;

(uu) "**Shareholders**" means any holder of the common shares of Crystallex;

(vv) "**Standstill Order**" means, collectively, the Stay Extension and Standstill Order of the Court dated June 5, 2013 and the Order (Amendment to Stay Extension and Standstill Order) dated April 14, 2014;

(ww) "**Supplemental Claims**" means the Noteholder Claims, Marker Claims, Post-Filing Claims, the Shareholder Claims, the Section 5.1(2) Claims or any combination of the foregoing but does not include an Excluded Claim;

(xx) "**Supplemental Claims Bar Date**" means the date that is 60 days after the date of this Order;

(yy) "**Supplemental Claims Procedure**" means the procedures for the submission and resolution of the Supplemental Claims and the Ultimate Post-Filing Claims, as outlined in this Order, including the schedules hereto;

(zz) "**Trustee**" means Computershare Trust Company of Canada in its capacity as Trustee under the Trust Indenture;

(aaa) "**Trustee Claim**" has the meaning given to that term in paragraph 17;

(bbb) "**Trust Indenture**" means the Trust Indenture governing the Notes made as of December 23, 2004, between Crystallex and CIBC Mellon Trust Company and the First Supplemental Trust Indenture made as of December 23, 2004, between Crystallex and CIBC Mellon Trust Company, in each case including any and all schedules and appendices thereto, including the form of global Note;

(ccc) "**Ultimate Post-Filing Claim**" means Post-Filing Claims that arose after the Supplemental Claims Bar Date or arose prior to the Supplemental Claims Bar Date but were not discovered by the Person prior to that date;

(ddd) "**Ultimate Post-Filing Claims Bar Date**" means the bar date for Ultimate Post-Filing Claims to be determined pursuant to paragraph 44 of this Order; and

(eee) "**Waterfall**" means the waterfall set out in Exhibit F (inclusive of the "Override Provision") of the DIP Credit Agreement and attached hereto as **Schedule B**.

UNSEALING AND DISCLOSURE STATEMENT

3. **THIS COURT ORDERS** that the information that was previously sealed by Orders of this Court shall be unsealed, except for (a) any information relating to the litigation strategy of Crystallex, (b) the information that was sealed by the order of this Court made on December 1, 2025, and (c) the Settlement Agreement and Amended Settlement Agreement. Notwithstanding the generality of the foregoing, and for certainty, the following documents and information, to the extent previously sealed, shall be unsealed and included in a compendium of Crystallex to be served on the Service List and filed with this Court and published on the website maintained by the Monitor for access by the public by no later than 15 days after the date of this Order: (a) the DIP Credit Agreement, together with all amendments thereto, each as approved by the Court, (b) the principal amount of the DIP Loan, (c) the Lender Additional Compensation, Additional Principal Compensation Amount, Second Additional Principal Compensation Amount, Third Additional Principal Compensation Amount and Fourth Additional Principal Compensation Amount (each as defined in the DIP Credit Agreement) earned by the DIP Lender and authorized pursuant to orders of this Court, and (d) the Waterfall.

4. **THIS COURT ORDERS** that, subject to the terms of this Order, by no later than 15 Business Days after the date of this Order, Crystallex, with the assistance and under the oversight of the Monitor, shall serve on the Service List, file with this Court and publish on the website maintained by the Monitor for access by the public a statement setting forth the receipts and disbursements during the CCAA Proceedings through March 31, 2026 (the "**Period**") including identifying: (a) the total receipts by Crystallex during the Period and the sources of such receipts for the Period; and (b) the recipients of all disbursements made by Crystallex during the Period

and the quantum of disbursements made by Crystallex to such recipients for the Period, provided that (i) Crystallex may disclose disbursements made to the Directors, Officers and employees on an aggregated basis broken down by the nature of the payment (for instance, by disclosing total salary paid to all employees during the Period, rather than the salary paid to each individual employee), and (ii) Crystallex shall not be required to disclose information that could, in the view of Crystallex, with the consent of the Monitor, (1) affect Crystallex's ability to realize or enforce on the arbitration award against Venezuela, or (2) would put the safety or security of any particular person in jeopardy.

INTERPRETATION

5. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. (Toronto Time) on such Business Day, unless otherwise indicated herein.

6. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.

7. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

MONITOR’S ROLE

8. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Orders, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Order.

9. **THIS COURT ORDERS** that the Monitor, in carrying out the terms of this Order, shall have all of the protections given it by the CCAA and the Initial Order or as an officer of this Court, including the stay of proceedings in its favour, shall incur no liability or obligation as a result of the carrying out of its obligations under this Order, shall be entitled to rely on the books and records of Crystallex, and any information provided by Crystallex, and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records, or information.

10. **THIS COURT ORDERS** that the Monitor, in consultation with the Independent Director, is hereby authorized to use reasonable discretion as to the adequacy of compliance with the requirements of this Order.

SUPPLEMENTAL CLAIMS PROCEDURE

Notice

11. **THIS COURT ORDERS** that within seven Business Days of the date of this Order, the Monitor shall (a) publish on the Monitor's Website notice of this Order and the Supplemental Claims Bar Date and copies of the Proof of Claim forms and Instructions; and (b) cause a notice of this Order and the Supplemental Claims Bar Date to be published in each of the Globe and Mail (national edition) and the National Post (national edition) (the "**Newspaper Notice**") for at least five consecutive days.

12. **THIS COURT ORDERS** that the Newspaper Notice, Proof of Claim and Instructions shall be in substantially the form attached as Schedule A hereto.

13. **THIS COURT ORDERS** that within three Business Days of the date of this Order, the Monitor shall cause notice of this Order and the Supplemental Claims Bar Date along with copies of the Proof of Claim forms and the Instructions to be sent to the Service List and each Person that filed a General Claim against Crystallex or its Directors and/or Officers.

14. **THIS COURT ORDERS** that within seven Business Days of the date of this Order, the Monitor shall (a) send notice of this Order, the Supplemental Claims Bar Date, a copy of the Proof of Claim forms and the Instructions to all Shareholders and Noteholders of record as reflected on the Shareholders register and Register (as defined in the Trust Indenture) maintained by Crystallex, by mail, courier, facsimile or electronic means and, in respect of the Noteholders, this shall be deemed to be sufficient notice notwithstanding any other terms or procedures set forth in the Trust Indenture, and (b) cause notice of this Order and the Supplemental Claims Bar Date to be sent to CDS participants via a CDS information bulletin.

Deadline for Submitting Noteholder Claims

15. **THIS COURT ORDERS** that on or before 5:00 p.m. (Toronto Time) on the Supplemental Claims Bar Date any Person seeking to assert a Noteholder Claim (including any Noteholder or the Trustee) shall submit a Proof of Claim to the Monitor, with a copy to the Independent Director, all in accordance with the Instructions.

Submission of Noteholder Claims

16. **THIS COURT ORDERS** that every Proof of Claim submitted in respect of a Noteholder Claim (including any Proof of Claim submitted by the Trustee) shall include particulars of the amount of the Noteholder Claim asserted, with references to the applicable provisions of the Trust Indenture, the Notes, other documentation and/or applicable Court Order(s) for support of each component of the Noteholder Claim. The Proof of Claim shall also identify where in the Waterfall each component of the Noteholder Claim is alleged to fall.

17. **THIS COURT ORDERS** that in addition to the information prescribed by paragraph 16, the Trustee shall file, on behalf of all Noteholders, a Proof of Claim (the "**Trustee Claim**") in respect of a Noteholder Claim, and provide a breakdown of the following:

(a) applicable rate and total quantum of Post-Filing Interest claimed, if any, on the Notes from and after December 31, 2015 through the Supplemental Claims Bar Date (the "**Post-Standstill Interest**"), without prejudice to the Trustee's right to seek Post-Filing Interest for the period from and after the Supplemental Claims Bar Date, and without prejudice to any Person's position with respect to those Claims;

(b) principal amount of Notes used to calculate any Post-Standstill Interest claimed in (a);

(c) period of time after December 31, 2015 for which Post-Standstill Interest is claimed on the Notes;

(d) method of calculation of any Post-Standstill Interest claimed (i.e., simple interest or compounded);

(e) quantum of legal, professional and other advisor fees and expenses and Trustee fees and expenses claimed through the date that is fourteen days prior to the Supplemental Claims Bar Date, itemized by each professional firm, the amount of fees and the amount of expenses claimed in respect of each such firm, and the period of time that the fees and expenses relate to, without prejudice to the Trustee's right to seek additional legal, professional and other advisor fees and expenses of the Trustee for the period from and after the Supplemental Claims Bar Date, and without prejudice to any Person's position with respect to that Claim;

(f) total quantum of Claim (inclusive of the amounts allowed under the Standstill Order) through the period ending on the Supplemental Claims Bar Date;

(g) where in the Waterfall each component of its Claim is alleged to fall; and

(h) specify the currency (or currencies) in which the Claim is asserted, provided that if the claim amount is denominated in a foreign currency (or currencies), then provide the amount of that Claim in Canadian currency and the particulars of the rate of conversion and the date of conversion, without prejudice to the rights of any Person with respect to the appropriate currency of the Claim or date and rate of conversion for any allowed Claim amount.

Deadline for Submitting Supplemental Claims (Other than Noteholder Claims)

18. **THIS COURT ORDERS** that on or before 5:00 p.m. (Toronto Time) on the Supplemental Claims Bar Date any Person (including a Shareholder) seeking to assert a Supplemental Claim, other than a Noteholder Claim, shall submit a Proof of Claim to the Monitor, with copies to the Independent Director, all in accordance with the Instructions.

19. **THIS COURT ORDERS** that, notwithstanding any provision of the General Claims Procedure Order to the contrary, and without prejudice to any parties' position, any Person who has filed a General Claim may assert a Supplemental Claim in accordance with this Order, including a Claim for Post-Filing Interest from and after the Filing Date.

20. **THIS COURT ORDERS** that (a) any Shareholder may assert a Shareholder Claim in accordance with this Order, without prejudice to any party's position that the General Claims Procedure Order may have barred such Shareholder Claim; and (b) no Shareholder shall be required to assert a Shareholder Claim, or any other Claim, solely for the purpose of establishing that it holds common shares issued by Crystallex.

Bar of Supplemental Claims

21. **THIS COURT ORDERS** that any Person who does not file a Proof of Claim in accordance with this Order by the Supplemental Claims Bar Date shall, subject to paragraph 46, be forever barred from asserting or enforcing any Supplemental Claim against Crystallex or the Officers and/or Directors of Crystallex.

22. **THIS COURT ORDERS** that notwithstanding the bar of Supplemental Claims in paragraph 21, the Court may grant Post-Filing Interest on any General Claim or Supplemental Claim (other than the Trustee Claim) that is admitted as a proven Claim regardless of whether the applicable Claimant asserted Post-Filing Interest as part of its Claim. With respect to the Trustee Claim, the Court may grant Post-Filing Interest only if Post-Filing Interest was expressly asserted as part of the Trustee Claim; provided that the foregoing is entirely without prejudice to the issue of whether any Post-Filing Interest on any General Claim or Supplemental Claim (including any Trustee Claim) filed pursuant to this Order or the General Claims Procedure Order is appropriate and should be awarded.

23. **THIS COURT ORDERS** that nothing in paragraph 21 shall be construed as to bar or otherwise restrict a Noteholder's entitlement in respect of any Trustee Claim, if allowed, including the right of a Noteholder to receive amounts distributed by Crystallex to the Trustee on account of an allowed Trustee Claim.

REVIEW OF SUPPLEMENTAL CLAIMS

24. **THIS COURT ORDERS** that within 14 days of the earlier of the Supplemental Claims Bar Date or the receipt of a Claim filed in accordance with this Order, the Independent Director, on behalf of Crystallex, in consultation with his advisors, and the Monitor, will review each Supplemental Claim timely submitted, including each Marker Claim submitted under the General

Claims Procedure Order and may request additional information from each Claimant with respect to any Supplemental Claim (the "**Claim Questions**").

25. **THIS COURT ORDERS** that each Claimant shall, acting in good faith, provide answers to proper Claim Questions to the Independent Director, with a copy to the Monitor, within 14 days of receipt of the Claim Questions, or within such later period as may be agreed upon by the Independent Director, the Monitor, and the Claimant, or as may be ordered by the Court.

26. **THIS COURT ORDERS** that within the later of 14 days of the Supplemental Claims Bar Date, the receipt of a Supplemental Claim filed in accordance with this Order, and the receipt of answers to the Claims Questions (the "**Notice of Position Date**"), the Independent Director (on behalf of Crystallex), shall, subject to the terms of the DIP Credit Agreement (as may be applicable), notify the Claimant in writing (with a copy to the Monitor) as to Crystallex's position on such Supplemental Claims, including issues in dispute (each such notice, a "**Notice of Position**"). The reasons for the Independent Director's position shall be included in such notice and any Notice of Position delivered in respect of the Trustee Claim shall state (a) any items from paragraph 17 in dispute, and (b) the amount, if any, of the Trustee Claim that the Independent Director is prepared to admit as a proven Claim.

27. **THIS COURT ORDERS** that if no Notice of Position is delivered to a Claimant by the Notice of Position Date, the applicable Supplemental Claim shall be deemed to be accepted, valid and proven in the amount as filed; provided that (a) no Supplemental Claim shall be accepted as valid and proven without the prior consent of the Independent Director and the Monitor or approval of the Court, (b) the Monitor will give five Business Days notice to the Service List in the event the Independent Director and the Monitor propose to consent to the acceptance of any Supplemental Claim in excess of $1,000,000, and (c) the appropriate ranking of any Supplemental Claim in the Waterfall shall be determined by further order of this Court.

28. **THIS COURT ORDERS** that if a Notice of Position is delivered to a Claimant, within 14 days of such delivery the Monitor may schedule and moderate a meeting of the parties at a time and place agreed to by such parties (each acting reasonably) to attempt to resolve the issues in dispute, in whole or in part, provided that the Monitor shall prioritize resolution of any Trustee Claim, the Marker Claims and any other Noteholder Claim.

29. **THIS COURT ORDERS** that in the event any Supplemental Claim cannot be resolved consensually, the Independent Director, in consultation with its advisors and the Monitor, may (a) schedule a case conference with the Court for the purpose of seeking advice and directions from the Court as to whether a motion should be scheduled to resolve the applicable Supplemental Claim, and the scheduling of such motion, or (b) refer the Supplemental Claim (excluding any Noteholder Claim) to the Claims Officer.

REVIEW AND ADJUDICATION OF GENERAL CLAIMS

30. **THIS COURT ORDERS** that the Monitor, with the assistance of Crystallex, shall review and adjudicate the General Claims in accordance with the General Claims Procedure Order on the following timelines:

(a) within 14 days of the Supplemental Claims Bar Date, the Monitor may request additional information from the Claimant with respect to any General Claim; and

(b) if the Monitor, with the consent of the Independent Director, or Order of the Court, determines to revise or disallow a General Claim, the Monitor shall notify the Claimant by sending a Notice of Revision or Disallowance to the Claimant as provided in the General Claims Procedure Order on or before the Notice of Position Date.

31. **THIS COURT ORDERS** that if a Claimant disputes a Notice of Revision or Disallowance in respect of a General Claim in accordance with the General Claims Procedure Order and such dispute cannot be resolved consensually, the Monitor, in consultation with the Independent Director and the Directors and/or Officers, as applicable, may (a) schedule a case conference with the Court for the purpose of resolving the General Claim, or (b) refer the General Claim to the Claims Officer, in each case, subject to and in accordance with the General Claims Procedure Order, in each case, on or before August 18, 2026.

ADJUDICATION OF CLAIMS FILED BY THE TRUSTEE, NOTEHOLDER CLAIMS AND CLAIMS FOR POST-FILING INTEREST

32. **THIS COURT ORDERS** that, subject to further order of the Court, the following Claims shall be adjudicated together by the Court in accordance with a timetable as agreed or as ordered by the Court: (a) any Noteholder Claim (including the Trustee Claim), any Supplemental Claim filed by the Trustee or members of the Ad Hoc Committee, including any Marker Claim, Post-Filing Claim or Section 5.1(2) Claim, and (b) any Post-Filing Claim for Post-Filing Interest. The timetable may be amended by mutual consent of Crystallex, the DIP Lender, the Ad Hoc Noteholder Committee, and any other Noteholder, Shareholder or Claimant participating in the adjudication of the applicable Claim, or by order of the Court. All stakeholders of Crystallex shall have standing to participate as parties to the adjudication of such Claims.

CLAIMS OFFICER

33. **THIS COURT ORDERS** that if a Supplemental Claim is referred to the Claims Officer,

(a) the Independent Director shall deliver a package to the Claims Officer consisting of the unresolved Supplemental Claim, each Notice of Position delivered, and any other materials which may be relevant or requested by the Claims Officer (the "**Claims Package**"), with a copy to the affected Claimant and the Monitor; and

(b) the Claims Officer shall, promptly upon receipt of the Claims Package, schedule one or more hearing(s) (each, a "**Hearing**") to determine the validity and amount of each such Claim.

34. **THIS COURT ORDERS** that if the Independent Director delivers a Claims Package pursuant to paragraph 33(a), the Monitor shall advise the Service List that the applicable Supplemental Claim will be determined by the Claims Officer and the timing and location of the Hearing.

35. **THIS COURT ORDERS** that, notwithstanding any other provision hereof:

(a) any Claim for Post-Filing Interest and the ranking of any General Claim or Supplemental Claim within the Waterfall; and

(b) all Noteholder Claims, including the Trustee Claim and any Ultimate Post-Filing Claims of the Trustee or a Noteholder and all Marker Claims;

shall be subject to the exclusive jurisdiction of the Court and the Claims Officer shall have no jurisdiction to address such Claims or matters.

36. **THIS COURT ORDERS** that the following parties shall be entitled to file materials, appear, and make submissions at any Hearing: the Monitor, the Claimant, the Independent Director (on behalf of Crystallex), the DIP Lender, the other Directors and Officers of Crystallex (to the extent of any Claims asserted against them in their capacity as such), the Trustee, and the Ad Hoc Noteholder Committee.

37. **THIS COURT ORDERS** that the Claims Officer shall have full authority to determine all procedural matters relating to any Hearing, including the delivery of additional evidence by way of affidavit or expert report, the scheduling of cross-examinations, viva voce testimony, the

submission of written legal arguments and other briefs, and the participation of any other stakeholders.

38. **THIS COURT ORDERS** that the Claims Officer shall conduct the Hearing(s) to determine the validity and amount of each Supplemental Claim. As soon as practicable after each Hearing, the Claims Officer shall deliver written reasons for his determination(s) (each, a "**Claims Officer Determination**") to the Claimant, the Independent Director, the Monitor, the DIP Lender, the Ad Hoc Noteholder Committee, the Trustee, and any other stakeholder that participated in the applicable Hearing.

39. **THIS COURT ORDERS** that the Monitor shall advise the Service List of each Claims Officer Determination as it is released and shall publish a copy of each such determination to the Monitor's Website.

COURT REVIEW OF CLAIMS OFFICER DETERMINATIONS

40. **THIS COURT ORDERS** that any interested party may seek the Court's review of a Claims Officer Determination within 14 days of the Monitor serving such Claims Officer Determination on the Service List by serving a notice of motion on the Service List for review of the applicable Claims Officer Determination (the "**Review Motion**"). If no interested party serves a Review Motion within the foregoing time period, the Claims Officer Determination will be final and binding and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer Determination.

41. **THIS COURT ORDERS** that the Claims Officer Determination and the materials filed with the Claims Officer in connection with the applicable Hearing shall form the record before the Court on the Review Motion. Unless the Court orders otherwise, the only additional materials that may be filed by interested parties are supplementary legal argument of no more than 15 pages.

CLAIMS OFFICER

42. **THIS COURT ORDERS** that the Hon. Frank Newbould, appointed as the Claims Officer under the General Claims Procedure Order is hereby appointed as Claims Officer to address each Supplemental Claim (excluding, for the avoidance of doubt, any Noteholder Claim or any Claim for Post-Filing Interest), with the rights, duties, responsibilities and obligations prescribed by this Order.

43. **THIS COURT ORDERS** that Crystallex shall pay the reasonable professional fees and disbursements of the Claims Officer in connection with such appointment on presentation of invoices from time to time. The Claims Officer shall be entitled to a reasonable retainer against his fees and disbursements which shall be paid by Crystallex upon request. Any dispute as to fees and disbursements shall be resolved by the Court.

ULTIMATE POST-FILING CLAIMS

44. **THIS COURT ORDERS** that, at any time prior to the making of distributions by Crystallex to unsecured creditors or any Person who asserts they are the beneficiary of the Prefiling Unsecured Creditors' Charge, the Monitor and Independent Director shall establish a deadline by which Ultimate Post-Filing Claims must be filed (the "**Ultimate Post-Filing Claims Bar Date**"). The Ultimate Post-Filing Claims Bar Date shall be established in consultation with the DIP Lender and the Ad Hoc Noteholder Committee, or as directed by the Court. Once the date is set, the Monitor shall: (a) deliver a notice of the Ultimate Post-Filing Claims Bar Date (the "**Ultimate Post-Filing Claims Notice**") to each Person who may have an Ultimate Post-Filing Claim; (b) post the Ultimate Post-Filing Claims Notice on the Monitor's website; and (c) serve the Ultimate Post-Filing Claims Notice on the Service List, on each Claimant, and on each Person who has filed a General Claim.

45. **THIS COURT ORDERS** that the Ultimate Post-Filing Claims Notice shall specify:

(a) the Ultimate Post-Filing Claims Bar Date, which date shall not be less than 30 days from the date of service of the Ultimate Post-Filing Claims Notice on the Service List;

(b) the requirement to file a Proof of Claim; and

(c) such other information as the Independent Director and Monitor consider appropriate.

46. **THIS COURT ORDERS** that any Person seeking to assert an Ultimate Post-Filing Claim shall submit a Proof of Claim in accordance with the Instructions set forth in the Ultimate Post-Filing Claims Notice.

47. **THIS COURT ORDERS** that any Person who does not file a Proof of Claim in respect of an Ultimate Post-Filing Claim in accordance with this Order by the Ultimate Post-Filing Claims Bar Date shall be forever barred from asserting or enforcing any Ultimate Post-Filing Claim against Crystallex or the Officers and/or Directors of Crystallex.

48. **THIS COURT ORDERS** that the Independent Director, on behalf of Crystallex, in consultation with his advisors and the Monitor, will review each Ultimate Post-Filing Claim timely submitted and shall, subject to the terms of the DIP Credit Agreement (as may be applicable), promptly provide the Claimant (with a copy to the Monitor) with a Notice of Position on such Ultimate Post-Filing Claim.

49. **THIS COURT ORDERS** that no Ultimate Post-Filing Claim shall be accepted by the Independent Director as valid and proven without either the prior consent of the Monitor (and in

the case of Claims filed by or behalf of any Noteholder or the Trustee, subject to the terms of the DIP Credit Agreement) or approval of the Court, and (a) the Monitor will provide five Business Days notice to the Service List in the event that the Independent Director and the Monitor propose to consent to the acceptance of any Ultimate Post-Filing Claim in excess of $500,000, and (b) the appropriate ranking of any Ultimate Post-Filing Claim in the Waterfall shall be determined by further order of this Court.

50. **THIS COURT ORDERS** that if a Claimant disputes the Notice of Position, then such Claimant shall deliver a dispute to Crystallex and the Monitor by the date that is 14 days after delivery of the Notice of Position. The Monitor, in consultation with the Independent Director may attempt to consensually resolve the dispute, failing which, the Independent Director may take such steps as he deems appropriate, in consultation with the Monitor, to resolve such Ultimate Post-Filing Claim, including referring the Ultimate Post-Filing Claim to the Court or the Claims Officer for resolution, provided that any Ultimate Post-Filing Claim of the Trustee, the Ad Hoc Noteholder Committee or a Noteholder may only be referred to the Court for resolution.

51. **THIS COURT ORDERS** that any Claimant who fails to dispute a Notice of Position in respect of its Ultimate Post-Filing Claim by the deadline set forth in paragraph 50 shall be deemed to have accepted the determination of its claim set out in the Notice of Position.

REPORT

52. **THIS COURT ORDERS** that within 30 days of each of the Supplemental Claims Bar Date and Ultimate Post-Filing Claims Bar Date, or such later date as the Monitor may determine in consultation with the Independent Director, the Monitor shall file with the Court and serve on the Service List a report that lists all of the Supplemental Claims filed, provides the amount of each Supplemental Claim, describes the nature of each Supplemental Claim and, in the case of any

Supplemental Claim converted from or denominated in a foreign currency, provide the amount of the Supplemental Claim in Canadian currency as of the Filing Date and the rate used for such conversion, without prejudice to the issue of the appropriate currency of the Supplemental Claim or date and rate of conversion for any Supplemental Claim amount.

OTHER

53. **THIS COURT ORDERS** that nothing herein shall, or shall be construed to, amend, impact or otherwise modify the terms of the DIP Credit Agreement or related orders of the Court approving same, the rights of the DIP Lender thereunder or the obligations owing to and entitlements of the DIP Lender thereunder, including without limitation, section 7.23 of the DIP Credit Agreement. In connection therewith, Crystallex and the Independent Director shall be at liberty to consult with and provide information to the DIP Lender on any matters related to this Order as they see fit.

54. **THIS COURT ORDERS** that nothing herein shall, or shall be construed to, amend, impact or otherwise modify the terms of the Standstill Order or the Proven Standstill Noteholder Claim provided for therein.

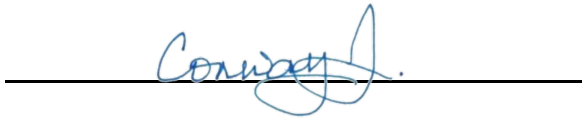
55. **THIS COURT ORDERS** that, for the avoidance of doubt, the Marker Claims do not need to be re-filed pursuant to this Order.

56. **THIS COURT ORDERS** that the entry of this Order is neither an acknowledgment or endorsement of the existence of any Claim, including any Noteholder Claim, the Trustee Claim, Post-Filing Claim, Marker Claim, or Ultimate Post-Filing Claim, or the validity or priority of any such Claim or the entitlement of any Persons to such Claims.

57. **THIS COURT ORDERS**, that the Independent Director and the Monitor shall, upon request, share with the DIP Lender, the Trustee and participants in the Ad Hoc Noteholder Committee and any other interested party, any Noteholder Claim, Trustee Claim, Marker Claim, Post-Filing Claim, Shareholder Claim, Section 5.1(2) Claim or Ultimate Post-Filing Claim, together with any related documentation, any answers to Claim Questions, or Notice of Position, in each case filed or delivered pursuant to this Order.

58. **THIS COURT ORDERS** that notwithstanding the terms of this Order, the Monitor, Crystallex, the Independent Director, the DIP Lender, the Trustee and Ad Hoc Noteholder Committee, any Noteholder or any other interested party may apply to this Court from time to time for directions from this Court with respect to this Order, or for such further Order or Orders as any of them may consider necessary or desirable to amend, supplement or clarify the terms of this Order.

59. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial regulatory body of the United States and the states or other subdivisions of the United States, including the United States Bankruptcy Court for the District of Delaware, and of any other nation or state, to recognize, act in aid of and/or to be complementary to this Court in carrying out the terms of this Order.



SCHEDULE A

NEWSPAPER NOTICE

NOTICE OF SUPPLEMENTAL CLAIMS PROCEDURE ORDER IN THE CCAA PROCEEDINGS OF CRYSTALLEX INTERNATIONAL CORPORATION. ("CRYSTALLEX")

Pursuant to the Order of the Honorable Justice Conway dated May 12, 2026 (the "**Supplemental Claims Procedure Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), Ernst & Young Inc., in its capacity as Court-appointed Monitor of Crystallex (the "**Monitor**") has been directed to administer the Supplemental Claims Procedure.

Capitalized terms not defined herein have the meaning given to those terms in the Supplemental Claims Procedure Order.

Pursuant to the Supplemental Claims Procedure Order, the Monitor is required, within seven business days, to publish on the Monitor's Website notice of this Order and the Supplemental Claims Bar Date and copies of the Proof of Claim forms and Instructions; and (b) cause a notice of this Order and the Supplemental Claims Bar Date to be published in each of the Globe and Mail (national edition) and the National Post (national edition) for at least five consecutive days.

If you have any questions regarding the Supplemental Claims Procedure or your potential Post-Filing Claim, please contact the Monitor at the address provided below:

Ernst & Young Inc., the Court-appointed Monitor of Crystallex
EY Tower, 100 Adelaide Street West
Toronto, ON M5H 0B3
Attention: Greg McDonald

Email: greg.mcdonald@parthenon.ey.com

For Persons Submitting A Proof Of Claim for a Post-Filing Claim

If you believe that you have a Post-Filing Claim against Crystallex and/or any of its Directors and/or Officers, you must file a Proof of Claim with the Monitor. Copies of the Proof of Claim must also be provided to the Independent Director in accordance with the Supplemental Claims Procedure Order.

All Proofs of Claim in respect of a Post-Filing Claim must be submitted to the Monitor by no later than 5:00 p.m. (Toronto Time) on the Supplemental Claims Bar Date, being July 13, 2026.

ANY PERSON WHO DOES NOT FILE A PROOF OF CLAIM WITH THE MONITOR IN ACCORDANCE WITH THE SUPPLEMENTAL CLAIMS PROCEDURE ORDER BY THE SUPPLEMENTAL CLAIMS BAR DATE SHALL BE FOREVER BARRED FROM ASSERTING OR ENFORCING ANY POST-FILING CLAIM AGAINST CRYSTALLEX OR THE OFFICERS AND/OR DIRECTORS OF CRYSTALLEX.

More information and a copy of the claims package is available at the Monitor's website at www.ey.com/ca/crystallex.

INSTRUCTION LETTER (TRUSTEE CLAIM):
Noteholder Claim Against Crystallex International Corporation ("Crystallex")

A. SUPPLEMENTAL CLAIMS PROCEDURE

1. Pursuant to the Order of the Honorable Justice Conway dated May 12, 2026 (the "**Supplemental Claims Procedure Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), Ernst & Young Inc., in its capacity as Court-appointed Monitor of Crystallex (the "**Monitor**") has been directed to administer the Supplemental Claims Procedure.

2. This letter and the attached Proof of Claim form provide the instructions for completing and submitting a Proof of Claim in respect of a Noteholder Claim. As of the date of this Instruction Letter, there has been no proposed plan of arrangement or compromise pursuant to the CCAA Proceedings.

3. Capitalized terms not defined in this Instruction Letter shall have the meanings given to them in the Supplemental Claims Procedure Order. A copy of the Supplemental Claims Procedure Order is included with these materials. Additional copies can be found on the Monitor's Website at www.ey.com/ca/crystallex under the folder titled "Court Orders".

4. The Supplemental Claims Procedure is intended for any Person seeking to assert a Noteholder Claim against Crystallex and/or its Directors and/or Officers. A Noteholder Claim is not subject to the General Claims Procedure set out in the General Claims Procedure Order dated November 30, 2012 issued in the CCAA Proceedings. Instead, it is determined pursuant to the Supplemental Claims Procedure Order.

5. Pursuant to the Supplemental Claims Procedure Order:

(a) "**Claims**" means any right or claim of any Person (including a Shareholder or Noteholder) against Crystallex and/or its Directors and/or Officers, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of Crystallex whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executed or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, and includes any claims that would have been claims provable in bankruptcy had Crystallex become bankrupt on the Filing Date, any Section 5.1(2) Claim or Shareholder Claim;

(b) "**Notes**" means US$100 million of 9.375% senior unsecured notes issued pursuant to the Trust Indenture;

(c) "**Noteholder Claim**" means any and all (x) Claims of any Person based on (i) the Notes, or (ii) the Trust Indenture pursuant to which the Notes were issued, and shall include any Post-Filing Claim of the Trustee, the Ad Hoc Noteholder Committee or a Noteholder and includes the Trustee Claim, and (y) Marker Claim or Section 5.1(2) Claim of a Noteholder or the Trustee;

(d) "**Section 5.1(2) Claim**" means any right or Claim of any Person against the Directors or Officers arising prior to, or after, the Filing Date that (i) relates to contractual rights of one or more Persons, or (ii) is based on wrongful or oppressive conduct of the Directors or Officers;

(e) "**Trust Indenture**" means the Trust Indenture governing the Notes made as of December 23, 2004, between Crystallex and CIBC Mellon Trust Company and the First Supplemental Trust Indenture made as of December 23, 2004, between Crystallex and CIBC Mellon Trust Company, in each case including any and all schedules and appendices thereto, including the form of global Note; and

(f) "**Waterfall**" means the waterfall set out in Exhibit F (inclusive of the "Override Provision") of the DIP Credit Agreement and attached to the Supplemental Claims Procedure Order as **Schedule B**.

B. ENQUIRIES WITH RESPECT TO THE SUPPLEMENTAL CLAIMS PROCEDURE

6. If you have any questions regarding the Supplemental Claims Procedure or your potential Noteholder Claim, please contact the Monitor at the address provided below:

Ernst & Young Inc., the Court-appointed Monitor of Crystallex
EY Tower, 100 Adelaide Street West
Toronto, ON M5H 0B3

Attention: Greg McDonald
Email: greg.mcdonald@parthenon.ey.com

C. FOR PERSONS SUBMITTING A PROOF OF CLAIM FOR A NOTEHOLDER CLAIM

7. If you believe that you have a Noteholder Claim against Crystallex and/or any of its Directors and/or Officers, you must file a Proof of Claim with the Monitor. Copies of the Proof of Claim must also be provided to the Independent Director in accordance with the Supplemental Claims Procedure Order.

8. All Proofs of Claim in respect of a Supplemental Claim must be submitted to the Monitor by no later than 5:00 p.m. (Toronto Time) on the Supplemental Claims Bar Date, being July 13, 2026.

ANY PERSON WHO DOES NOT FILE A PROOF OF CLAIM WITH THE MONITOR IN ACCORDANCE WITH THE SUPPLEMENTAL CLAIMS PROCEDURE ORDER BY THE SUPPLEMENTAL CLAIMS BAR DATE SHALL BE FOREVER BARRED FROM ASSERTING OR ENFORCING ANY NOTEHOLDER CLAIM AGAINST CRYSTALLEX OR THE OFFICERS AND/OR DIRECTORS OF CRYSTALLEX.

A Proof of Claim form is attached. Additional Proof of Claim forms can be found on the Monitor's website at www.ey.com/ca/crystallex.

PROOF OF CLAIM (TRUSTEE CLAIM):
Noteholder Claim Against Crystallex International Corporation ("Crystallex")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Capitalized terms not defined within this Proof of Claim form shall have the meanings given to them in the Order of the Superior Court of Justice (Commercial List) dated May 12, 2026 (the "**Supplemental Claims Procedure Order**"), as may be amended from time to time.

A. PARTICULARS OF CLAIMANT

1. Full Legal Name of Claimant _____ (the "**Claimant**")

(Full legal name should be the name of the Claimant, regardless of whether an assignment of a Noteholder Claim has been made, or a portion thereof has occurred prior to or following the Filing Date).

2. Full Mailing Address of the Claimant (the original Claimant, not the Assignee):

_____

_____

_____

3. Telephone Number: _____

   Facsimile Number: _____

   Email Address: _____

   Attention (Contact Person): _____

4. Has the Noteholder Claim set out herein been sold or assigned by the Claimant to another party?

   Yes: ☐

   No: ☐

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

1. Full Legal Name of Assignee(s):

_____

(If a portion of the Noteholder Claim has been assigned, insert full legal name of assignee(s) of the Noteholder Claim. If there is more than one assignee, please attach a separate sheet with the required information.)

2. Full Mailing Address of the Assignee(s):

_____

_____

_____

3. Telephone Number: _____

Facsimile Number: _____

Email Address: _____

Attention (Contact Person): _____

C. PROOF OF CLAIM:

I, _____ , [Name of Claimant or Representative of Claimant],

of _____ (City, Province or State) do hereby certify:

(a) That I [check one]

☐ am the Claimant; or

☐ am _____ (state position or title) of

_____ (name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Noteholder Claim referred to below.

D. PARTICULARS OF NOTEHOLDER CLAIM:

The particulars of the Noteholder Claim are attached.

(Pursuant to the Supplemental Claims Procedure Order, the Trustee shall file, on behalf of all Noteholders, a Proof of Claim in respect of a Noteholder Claim that provides a breakdown of the following:

(a) applicable rate and total quantum of post-filing interest claimed, if any, on the Notes from and after December 31, 2015 through the Supplemental Claims Bar Date (the "Post-Standstill Interest"), without prejudice to the Trustee's right to seek Post-

Filing Interest for the period from and after the Supplemental Claims Bar Date, and without prejudice to any Person's position with respect to those Claims;

(b) principal amount of Notes used to calculate any Post-Standstill Interest claimed in (a);

(c) period of time after December 31, 2015 for which Post-Standstill Interest is claimed on the Notes;

(d) method of calculation of any Post-Standstill Interest claimed (i.e., simple interest or compounded);

(e) quantum of legal, professional and other advisor fees and expenses and Trustee fees and expenses claimed through the date that is fourteen days prior to the Supplemental Claims Bar Date, itemized by each professional firm, the amount of fees and the amount of expenses claimed in respect of each such firm, and the period of time that the fees and expenses relate to, without prejudice to the Trustee's right to seek additional legal, professional and other advisor fees and expenses of the Trustee for the period from and after the Supplemental Claims Bar Date, and without prejudice to any Person's position with respect to that Claim;

(f) total quantum of Claim (inclusive of the amounts allowed under the Standstill Order) through the period ending on the Supplemental Claims Bar Date;

(g) where in the Waterfall each component of its Claim is alleged to fall; and

(h) specify the currency (or currencies) in which the Claim is asserted, provided that if the claim amount is denominated in a foreign currency (or currencies), then provide the amount of that Claim in Canadian currency and the particulars of the rate of conversion and the date of conversion, without prejudice to the rights of any Person with respect to the appropriate currency of the Claim or date and rate of conversion for any allowed Claim amount;

All supporting documentation must be attached to the Proof of Claim including all references to the applicable provisions of the Trust Indenture, the Notes, other documentation and/or applicable Court Order(s) to support each component of the Claim. The Proof of Claim should also identify where in the Waterfall each component of the Claim falls, as applicable)

E. FILING OF NOTEHOLDER CLAIM:

This Proof of Claim must be received by no later than 5:00 pm (Toronto Time) on July 13, 2026 (the "Supplemental Claims Bar Date").

THE FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE SUPPLEMENTAL CLAIMS BAR DATE WILL RESULT IN YOUR NOTEHOLDER CLAIM BEING FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A NOTEHOLDER CLAIM AGAINST CRYSTALLEX OR THE DIRECTORS AND/OR OFFICERS OF CRYSTALLEX.

This Proof of Claim must be delivered by facsimile transmission, personal delivery, courier, electronic mail or prepaid mail to the Monitor at the following address, with a copy to the Independent Director:

Monitor:	**Independent Director:**
Ernst & Young Inc., the Court-appointed Monitor of Crystallex EY Tower, 100 Adelaide Street West Toronto, ON M5H 0B3 **Attention:** Greg McDonald Email: greg.mcdonald@parthenon.ey.com	Mr. Sergio Marchi c/o Lax O'Sullivan Lisus Gotlieb LLP 145 King Street West #2750 Toronto, ON M5H1J8 **Attention:** ■ Email: ■

Claimants shall be responsible for obtaining proof of delivery, if required, of such Proof of Claim through their choice of delivery method. No acknowledgement of receipt will be provided by the Monitor.

Dated at _____ this _____ day of _____ 2026.

Name of Claimant _____

Per: _____ [Name and Title]

Witness _____

INSTRUCTION LETTER:
Noteholder Claim Against Crystallex International Corporation ("Crystallex")

A. SUPPLEMENTAL CLAIMS PROCEDURE

1. Pursuant to the Order of the Honorable Justice Conway dated May 12, 2026 (the "**Supplemental Claims Procedure Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), Ernst & Young Inc., in its capacity as Court-appointed Monitor of Crystallex (the "**Monitor**") has been directed to administer the Supplemental Claims Procedure.

2. This letter and the attached Proof of Claim form provide the instructions for completing and submitting a Proof of Claim in respect of a Noteholder Claim. As of the date of this Instruction Letter, there has been no proposed plan of arrangement or compromise pursuant to the CCAA Proceedings.

3. Capitalized terms not defined in this Instruction Letter shall have the meanings given to them in the Supplemental Claims Procedure Order. A copy of the Supplemental Claims Procedure Order is included with these materials. Additional copies can be found on the Monitor's Website at www.ey.com/ca/crystallex under the folder titled "Court Orders".

4. The Supplemental Claims Procedure is intended for any Person seeking to assert a Noteholder Claim against Crystallex and/or its Directors and/or Officers. A Noteholder Claim is not subject to the General Claims Procedure set out in the General Claims Procedure Order dated November 30, 2012 issued in the CCAA Proceedings. Instead, it is determined pursuant to the Supplemental Claims Procedure Order.

5. Pursuant to the Supplemental Claims Procedure Order:

(a) "**Claims**" means any right or claim of any Person (including a Shareholder or Noteholder) against Crystallex and/or its Directors and/or Officers, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of Crystallex whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executed or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, and includes any claims that would have been claims provable in bankruptcy had Crystallex become bankrupt on the Filing Date, any Section 5.1(2) Claim or Shareholder Claim;

(b) "**Noteholder Claim**" means any and all (x) Claims of any Person based on (i) the Notes, or (ii) the Trust Indenture pursuant to which the Notes were issued, and shall include any Post-Filing Claim of the Trustee, the Ad Hoc Noteholder Committee or a Noteholder and includes the Trustee Claim, and (y) Marker Claim or Section 5.1(2) Claim of a Noteholder or the Trustee;

(c) "**Notes**" means US$100 million of 9.375% senior unsecured notes issued pursuant to the Trust Indenture;

(d) "**Section 5.1(2) Claim**" means any right or Claim of any Person against the Directors or Officers arising prior to, or after, the Filing Date that (i) relates to contractual rights of one or more Persons, or (ii) is based on wrongful or oppressive conduct of the Directors or Officers;

(e) "**Trust Indenture**" means the Trust Indenture governing the Notes made as of December 23, 2004, between Crystallex and CIBC Mellon Trust Company and the First Supplemental Trust Indenture made as of December 23, 2004, between Crystallex and CIBC Mellon Trust Company, in each case including any and all schedules and appendices thereto, including the form of global Note; and

(f) "**Waterfall**" means the waterfall set out in Exhibit F (inclusive of the "Override Provision") of the DIP Credit Agreement and attached to the Supplemental Claims Procedure Order as **Schedule B**.

B. ENQUIRIES WITH RESPECT TO THE SUPPLEMENTAL CLAIMS PROCEDURE

6. If you have any questions regarding the Supplemental Claims Procedure or your potential Noteholder Claim, please contact the Monitor at the address provided below:

Ernst & Young Inc., the Court-appointed Monitor of Crystallex
EY Tower, 100 Adelaide Street West
Toronto, ON M5H 0B3
Attention: Greg McDonald

Email: greg.mcdonald@parthenon.ey.com

C. FOR PERSONS SUBMITTING A PROOF OF CLAIM FOR A NOTEHOLDER CLAIM

7. If you believe that you have a Noteholder Claim against Crystallex and/or any of its Directors and/or Officers, you must file a Proof of Claim with the Monitor. Copies of the Proof of Claim must also be provided to the Independent Director in accordance with the Supplemental Claims Procedure Order.

8. All Proofs of Claim in respect of a Noteholder Claim must be submitted to the Monitor by no later than 5:00 p.m. (Toronto Time) on the Supplemental Claims Bar Date, being ■, 2026.

ANY PERSON WHO DOES NOT FILE A PROOF OF CLAIM WITH THE MONITOR IN ACCORDANCE WITH THE SUPPLEMENTAL CLAIMS PROCEDURE ORDER BY THE SUPPLEMENTAL CLAIMS BAR DATE SHALL BE FOREVER BARRED FROM ASSERTING OR ENFORCING ANY NOTEHOLDER CLAIM AGAINST CRYSTALLEX OR THE OFFICERS AND/OR DIRECTORS OF CRYSTALLEX.

9. A Proof of Claim form is attached. Additional Proof of Claim forms can be found on the Monitor's website at www.ey.com/ca/crystallex.

PROOF OF CLAIM:
Noteholder Claim Against Crystallex International Corporation ("Crystallex")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Capitalized terms not defined within this Proof of Claim form shall have the meanings given to them in the Order of the Superior Court of Justice (Commercial List) dated ■, 2026 (the "**Supplemental Claims Procedure Order**"), as may be amended from time to time.

A. PARTICULARS OF CLAIMANT

1. Full Legal Name of Claimant _____ (the "**Claimant**")

(Full legal name should be the name of the Claimant, regardless of whether an assignment of a Noteholder Claim has been made, or a portion thereof has occurred prior to or following the Filing Date).

2. Full Mailing Address of the Claimant (the original Claimant, not the Assignee):

_____

_____

_____

3. Telephone Number: _____

   Facsimile Number: _____

   Email Address: _____

   Attention (Contact Person): _____

4. Has the Noteholder Claim set out herein been sold or assigned by the Claimant to another party?

   Yes: ☐

   No: ☐

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

1. Full Legal Name of Assignee(s):

_____

(If a portion of the Noteholder Claim has been assigned, insert full legal name of assignee(s) of the Noteholder Claim. If there is more than one assignee, please attach a separate sheet with the required information.)

2. Full Mailing Address of the Assignee(s):

_____

_____

_____

3. Telephone Number: _____

Facsimile Number: _____

Email Address: _____

Attention (Contact Person): _____

C. PROOF OF CLAIM:

I, _____ , [Name of Claimant or Representative of Claimant],

of _____ (City, Province or State) do hereby certify:

(a) That I [check one]

☐ am the Claimant; or

☐ am _____ (state position or title) of

_____ (name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Noteholder Claim referred to below;

D. PARTICULARS OF NOTEHOLDER CLAIM:

The particulars of the Noteholder Claim are attached.

(Pursuant to the Supplemental Claims Procedure Order, every Proof of Claim submitted in respect of a Noteholder Claim shall include particulars of the amount of the Noteholder Claim asserted against Crystallex and/or any of the Directors and/or Officers, with references to the applicable provisions of the Trust Indenture, the Notes, other documentation and/or applicable Court Order(s) for support of each component of the Claim. The Proof of Claim should also identify where in the Waterfall each component of the claim falls, as applicable. All supporting documentation must be attached).

E. FILING OF NOTEHOLDER CLAIM:

This Proof of Claim must be received by no later than 5:00 pm (Toronto Time) on July 13, 2026 (the "Supplemental Claims Bar Date").

THE FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE SUPPLEMENTAL CLAIMS BAR DATE WILL RESULT IN YOUR NOTEHOLDER CLAIM BEING FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A NOTEHOLDER CLAIM AGAINST CRYSTALLEX OR THE DIRECTORS AND/OR OFFICERS OF CRYSTALLEX.

This Proof of Claim must be delivered by facsimile transmission, personal delivery, courier, electronic mail or prepaid mail to the Monitor at the following address, with copies to the Independent Director:

Monitor:	**Independent Director:**
Ernst & Young Inc., the Court-appointed Monitor of Crystallex EY Tower, 100 Adelaide Street West Toronto, ON M5H 0B3 **Attention:** Greg McDonald Email: greg.mcdonald@parthenon.ey.com	Mr. Sergio Marchi c/o Lax O'Sullivan Lisus Gotlieb LLP 145 King Street West #2750 Toronto, ON M5H1J8 **Attention:** ■ Email: ■

Claimants shall be responsible for obtaining proof of delivery, if required, of such Proof of Claim through their choice of delivery method. No acknowledgement of receipt will be provided by the Monitor.

Dated at _____ this _____ day of _____ 2026.

Name of Claimant _____

Per: _____ [Name and Title]

Witness _____

INSTRUCTION LETTER:
Post-Filing Claim Against Crystallex International Corporation ("Crystallex")

Supplemental Claims Procedure

Pursuant to the Order of the Honorable Justice Conway dated May 12, 2026 (the "**Supplemental Claims Procedure Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), Ernst & Young Inc., in its capacity as Court-appointed Monitor of Crystallex (the "**Monitor**") has been directed to administer the Supplemental Claims Procedure.

This letter and the attached Proof of Claim form provide the instructions for completing and submitting a Proof of Claim in respect of a Post-Filing Claim. As of the date of this Instruction Letter, there has been no proposed plan of arrangement or compromise pursuant to the CCAA Proceedings.

Capitalized terms not defined in this Instruction Letter shall have the meanings given to them in the Supplemental Claims Procedure Order. A copy of the Supplemental Claims Procedure Order is included with these materials. Additional copies can be found on the Monitor's Website at www.ey.com/ca/crystallex under the folder titled "Court Orders".

The Supplemental Claims Procedure is intended for any Person seeking to assert a Post-Filing Claim against Crystallex and/or its Directors and/or Officers. A Post-Filing Claim is not subject to the General Claims Procedure set out in the General Claims Procedure Order dated November 30, 2012 issued in the CCAA Proceedings. Instead, it is determined pursuant to the Supplemental Claims Procedure Order.

Pursuant to the Supplemental Claims Procedure Order:

"**Claims**" means any right or claim of any Person (including a Shareholder or Noteholder) against Crystallex and/or its Directors and/or Officers, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of Crystallex whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executed or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, and includes any claims that would have been claims provable in bankruptcy had Crystallex become bankrupt on the Filing Date, any Section 5.1(2) Claim or Shareholder Claim;

"**Post-Filing Claim**" means any right or Claim of any Person against Crystallex and/or its Directors and/or Officers arising after the Filing Date, including any Section 5.1(2) Claim, but excluding any Restructuring Claim (as defined in the General Claims Procedure Order) or Excluded Claim;

"**Section 5.1(2) Claim**" means any right or Claim of any Person against the Directors or Officers arising prior to, or after, the Filing Date that (i) relates to contractual rights of one or more Persons, or (ii) is based on wrongful or oppressive conduct of the Directors or Officers; and

"**Shareholder Claim**" means any right or Claim of any Shareholder against Crystallex or its Directors or Officers arising prior to, or after, the Filing Date, including any Section 5.1(2) Claim.

Enquiries with Respect to the Supplemental Claims Procedure

If you have any questions regarding the Supplemental Claims Procedure or your potential Post-Filing Claim, please contact the Monitor at the address provided below:

Ernst & Young Inc., the Court-appointed Monitor of Crystallex
EY Tower, 100 Adelaide Street West
Toronto, ON M5H 0B3
Attention: Greg McDonald

Email: greg.mcdonald@parthenon.ey.com

For Persons Submitting A Proof Of Claim for a Post-Filing Claim

If you believe that you have a Post-Filing Claim against Crystallex and/or any of its Directors and/or Officers, you must file a Proof of Claim with the Monitor. Copies of the Proof of Claim must also be provided to the Independent Director in accordance with the Supplemental Claims Procedure Order.

All Proofs of Claim in respect of a Post-Filing Claim must be submitted to the Monitor by no later than 5:00 p.m. (Toronto Time) on the Supplemental Claims Bar Date, being July 13, 2026.

ANY PERSON WHO DOES NOT FILE A PROOF OF CLAIM WITH THE MONITOR IN ACCORDANCE WITH THE SUPPLEMENTAL CLAIMS PROCEDURE ORDER BY THE SUPPLEMENTAL CLAIMS BAR DATE SHALL BE FOREVER BARRED FROM ASSERTING OR ENFORCING ANY POST-FILING CLAIM AGAINST CRYSTALLEX OR THE OFFICERS AND/OR DIRECTORS OF CRYSTALLEX.

A Proof of Claim form is attached. Additional Proof of Claim forms can be found on the Monitor's website at www.ey.com/ca/crystallex.

PROOF OF CLAIM:
Post-Filing Claim Against Crystallex International Corporation ("Crystallex")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Capitalized terms not defined within this Proof of Claim form shall have the meanings given to them in the Order of the Superior Court of Justice (Commercial List) dated May 12, 2026 (the "**Supplemental Claims Procedure Order**"), as may be amended from time to time.

A. Particulars of Claimant

4. Full Legal Name of Claimant ___ (the "**Claimant**")

(Full legal name should be the name of the Claimant, regardless of whether an assignment of a Post-Filing Claim has been made, or a portion thereof has occurred prior to or following the Filing Date).

Full Mailing Address of the Claimant (the original Claimant, not the Assignee):

_____

_____

_____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

Attention (Contact Person): _____

Has the Post-Filing Claim set out herein been sold or assigned by the Claimant to another party?

Yes: ☐

No: ☐

Particulars of Assignee(s) (if any):

Full Legal Name of Assignee(s):

_____

(If a portion of the Post-Filing Claim has been assigned, insert full legal name of assignee(s) of the Post-Filing Claim. If there is more than one assignee, please attach a separate sheet with the required information.)

Full Mailing Address of the Assignee(s):

_____

_____

_____

Telephone Number:

Facsimile Number: _____

Email Address: _____

Attention (Contact Person): _____

Proof of Claim:

I, , [Name of Claimant or Representative of Claimant],

of (City, Province or State) do hereby certify:

That I [check one]

☐ am the Claimant; or

☐ am _ (state position or title) of

_____ (name of Claimant)

that I have knowledge of all the circumstances connected with the Post-Filing Claim referred to below;

Particulars of Post-Filing Claim:

The particulars of the Post-Filing Claim are attached.

(Pursuant to the Supplemental Claims Procedure Order, every Proof of Claim submitted in respect of a Post-Filing Claim shall include full particulars of the amount of the Post-Filing

Claim asserted against Crystallex and/or any of the Directors and/or Officers together with all supporting documentation).

Filing of Post-Filing Claim:

This Proof of Claim must be received by no later than 5:00 pm (Toronto Time) on July 13, 2026 (the "Supplemental Claims Bar Date").

THE FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE SUPPLEMENTAL CLAIMS BAR DATE WILL RESULT IN YOUR POST-FILING CLAIM BEING FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A POST-FILING CLAIM AGAINST CRYSTALLEX OR THE DIRECTORS AND/OR OFFICERS OF CRYSTALLEX.

This Proof of Claim must be delivered by facsimile transmission, personal delivery, courier, electronic mail or prepaid mail to the Monitor at the following address, with copies to the Independent Director :

Monitor:	**Independent Director:**
Ernst & Young Inc., the Court-appointed Monitor of Crystallex EY Tower, 100 Adelaide Street West Toronto, ON M5H 0B3 **Attention:** Greg McDonald Email: greg.mcdonald@parthenon.ey.com	Mr. Sergio Marchi c/o Lax O'Sullivan Lisus Gotlieb LLP 145 King Street West #2750 Toronto, ON M5H1J8 **Attention:** ■ Email: ■

Claimants shall be responsible for obtaining proof of delivery, if required, of such Proof of Claim through their choice of delivery method. No acknowledgement of receipt will be provided by the Monitor.

Dated at _____ this _____ day of _____ 2026.

Name of Claimant _____

Per: _____ [Name and Title]

Witness _____

INSTRUCTION LETTER:
Post-Filing Claim Against Crystallex International Corporation ("Crystallex")

You are receiving this instruction letter because in 2012, you filed a Proof of Claim in Crystallex's General Claims Procedure asserting a General Claim against Crystallex and/or its Directors and/or Officers. You may have a Post-Filing Claim to assert and this letter provides instructions on how to timely file a Post-Filing Claim, including any Post-Filing Claim for Post-Filing Interest.

General Claims Procedure

Pursuant to the Order of the Honorable Justice Newbould dated November 30, 2012 (the "**General Claims Procedure Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), Ernst & Young Inc., in its capacity as Court-appointed Monitor of Crystallex (the "**Monitor**") has been directed to administer the General Claims Procedure.

In accordance with the General Claims Procedure Order, the Monitor will notify you of whether it accepts, revises or disallows your General Claim by sending a notice of revision or disallowance (the "**Notice**"). If you dispute the classification of your General Claim, then you may dispute such revision or disallowance so that it is received by the Monitor no later than 5:00pm (EST) on the response deadline set out in the Notice, which date shall be no later than 14 days after you have received the Notice.

If you fail to dispute the revision or disallowance of your claim by the deadline, your General Claim shall be deemed to be accepted as revised or disallowed in the Notice. If you properly dispute the revision or disallowance of your General Claim, your General Claim will be adjudicated by the Claims Officer. You will receive a further notice advising you of the timing for adjudication of your General Claim by the Claims Officer but it is expected to occur, at the earliest, in August 2026.

Supplemental Claims Procedure

Pursuant to the Order of the Honorable Justice Conway dated May 12, 2026 (the "**Supplemental Claims Procedure Order**") under the CCAA, a Supplemental Claims Procedure has been approved.

The Supplemental Claims Procedure is intended to solicit claims from any Person seeking to assert a Post-Filing Claim against Crystallex and/or its Directors and/or Officers. A Post-Filing Claim is *not* subject to the General Claims Procedure set out in the General Claims Procedure Order. Instead, it is determined pursuant to the Supplemental Claims Procedure Order.

This letter and the attached Proof of Claim form provide the instructions for completing and submitting a Proof of Claim in respect of a Post-Filing Claim. As of the date of this Instruction Letter, there has been no proposed plan of arrangement or compromise pursuant to the CCAA Proceedings.

Capitalized terms not defined in this Instruction Letter shall have the meanings given to them in the Supplemental Claims Procedure Order. A copy of the Supplemental Claims Procedure Order is included with these materials. Additional copies can be found on the Monitor's Website at www.ey.com/ca/crystallex under the folder titled "Court Orders".

Pursuant to the Supplemental Claims Procedure Order:

"**Claims**" means any right or claim of any Person (including a Shareholder or Noteholder) against Crystallex and/or its Directors and/or Officers, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of Crystallex whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executed or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, and includes any claims that would have been claims provable in bankruptcy had Crystallex become bankrupt on the Filing Date, any Section 5.1(2) Claim or Shareholder Claim;

"**General Claims**" means any claim filed against Crystallex and/or the Directors and/or Officers, by the General Claims Bar Date pursuant to the General Claims Procedure Order, including a Pre-Filing Claim, Restructuring Claim or D&O Claim (each as defined in the General Claims Procedure Order) but excluding Marker Claims; and

"**Post-Filing Claim**" means any right or Claim of any Person against Crystallex and/or its Directors and/or Officers arising after the Filing Date, including any Section 5.1(2) Claim, but excluding any Restructuring Claim (as defined in the General Claims Procedure Order) or Excluded Claim;

"**Post-Filing Interest**" means any interest that has accrued on a Claim from and after the Filing Date;

"**Section 5.1(2) Claim**" means any right or Claim of any Person against the Directors or Officers arising prior to, or after, the Filing Date that (i) relates to contractual rights of one or more Persons, or (ii) is based on wrongful or oppressive conduct of the Directors or Officers; and

"**Shareholder Claim**" means any right or Claim of any Shareholder against Crystallex or its Directors or Officers arising prior to, or after, the Filing Date, including any Section 5.1(2) Claim.

Enquiries with Respect to the Supplemental Claims Procedure

If you have any questions regarding the Supplemental Claims Procedure or your potential Post-Filing Claim, please contact the Monitor at the address provided below:

Ernst & Young Inc., the Court-appointed Monitor of Crystallex
EY Tower, 100 Adelaide Street West
Toronto, ON M5H 0B3
Attention: Greg McDonald

Email: greg.mcdonald@parthenon.ey.com

For Persons Submitting A Proof Of Claim for a Post-Filing Claim

If you believe that you have a Post-Filing Claim against Crystallex and/or any of its Directors and/or Officers, you must file a Proof of Claim with the Monitor. Copies of the Proof of Claim must also be provided to the Independent Director in accordance with the Supplemental Claims Procedure Order.

All Proofs of Claim in respect of a Post-Filing Claim must be submitted to the Monitor by no later than 5:00 p.m. (Toronto Time) on the Supplemental Claims Bar Date, being July 13, 2026.

ANY PERSON WHO DOES NOT FILE A PROOF OF CLAIM WITH THE MONITOR IN ACCORDANCE WITH THE SUPPLEMENTAL CLAIMS PROCEDURE ORDER BY THE SUPPLEMENTAL CLAIMS BAR DATE SHALL BE FOREVER BARRED FROM ASSERTING OR ENFORCING ANY POST-FILING CLAIM AGAINST CRYSTALLEX OR THE OFFICERS AND/OR DIRECTORS OF CRYSTALLEX.

A Proof of Claim form is attached. Additional Proof of Claim forms can be found on the Monitor's website at www.ey.com/ca/crystallex.

PROOF OF CLAIM:
General Claim and Post-Filing Claim Against Crystallex International Corporation ("Crystallex")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Capitalized terms not defined within this Proof of Claim form shall have the meanings given to them in the Order of the Superior Court of Justice (Commercial List) dated May 12, 2026 (the "**Supplemental Claims Procedure Order**"), as may be amended from time to time.

B. Particulars of Claimant

5. Full Legal Name of Claimant _____ (the "**Claimant**")

(Full legal name should be the name of the Claimant, regardless of whether an assignment of a Post-Filing Claim has been made, or a portion thereof has occurred prior to or following the Filing Date).

Full Mailing Address of the Claimant (the original Claimant, not the Assignee):

_____

_____

_____

Telephone Number:

Facsimile Number: _____

Email Address: _____

Attention (Contact Person): _____

Has the Post-Filing Claim set out herein been sold or assigned by the Claimant to another party?

Yes: ☐

No: ☐

Particulars of Assignee(s) (if any):

Full Legal Name of Assignee(s):

_____

(If a portion of the Post-Filing Claim has been assigned, insert full legal name of assignee(s) of the Post-Filing Claim. If there is more than one assignee, please attach a separate sheet with the required information.)

Full Mailing Address of the Assignee(s):

_____

_____

_____

Telephone Number:

Facsimile Number: _____

Email Address: _____

Attention (Contact Person): _____

Proof of Claim:

I, , [Name of Claimant or Representative of Claimant],

of (City, Province or State) do hereby certify:

That I [check one]

☐ am the Claimant; or

☐ am _____ (state position or title) of

_____ (name of Claimant)

that I have knowledge of all the circumstances connected with the Post-Filing Claim referred to below;

Particulars of Post-Filing Claim:

The particulars of the Post-Filing Claim are attached.

(Pursuant to the Supplemental Claims Procedure Order, every Proof of Claim submitted in respect of a Post-Filing Claim shall include full particulars of the amount of the Post-Filing Claim asserted against Crystallex and/or any of the Directors and/or Officers together with all supporting documentation).

Filing of Post-Filing Claim:

This Proof of Claim must be received by no later than 5:00 pm (Toronto Time) on July 13, 2026 (the "Supplemental Claims Bar Date").

THE FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE SUPPLEMENTAL CLAIMS BAR DATE WILL RESULT IN YOUR POST-FILING CLAIM BEING FOREVER BARRED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A POST-FILING CLAIM AGAINST CRYSTALLEX OR THE DIRECTORS AND/OR OFFICERS OF CRYSTALLEX.

This Proof of Claim must be delivered by facsimile transmission, personal delivery, courier, electronic mail or prepaid mail to the Monitor at the following address, with copies to the Independent Director:

Monitor:	**Independent Director:**	
Ernst & Young Inc., the Court-appointed Monitor of Crystallex EY Tower, 100 Adelaide Street West Toronto, ON M5H 0B3 **Attention:** Greg McDonald Email: greg.mcdonald@parthenon.ey.com	Mr. Sergio Marchi c/o Pirinate Consulting Group, LLC 5 Canoe Brook Drive Livingston, New Jersey 07039 **Attention:** Sergio Marchi Email: smarchi777@gmail.com	

Claimants shall be responsible for obtaining proof of delivery, if required, of such Proof of Claim through their choice of delivery method. No acknowledgement of receipt will be provided by the Monitor.

Dated at _____ this _____ day of _____ 2026.

Name of Claimant _____

Per: _____ [Name and Title]

Witness _____

SCHEDULE B

WATERFALL
(EXHIBIT F TO THE DIP CREDIT AGREEMENT)

LENDER ADDITIONAL COMPENSATION, ADDITIONAL PRINCIPAL COMPENSATION AMOUNT, SECOND ADDITIONAL PRINCIPAL COMPENSATION AMOUNT, THIRD ADDITIONAL PRINCIPAL COMPENSATION AMOUNT AND FOURTH ADDITIONAL PRINCIPAL COMPENSATION AMOUNT PROVISIONS

ADDITIONAL COMPENSATION: As additional compensation for the Loan, the Borrower shall pay to the Lender and the Lender shall be entitled to receive an amount equal to 35% of the Net Arbitration Proceeds (such amount, the "**Lender Additional Compensation**") and, pursuant to the second credit agreement amendment agreement dated as of June 5, 2013 between the Borrower and the Lender, an additional amount equivalent to 14.874% of the Net Arbitration Proceeds (such amount, the "**Additional Principal Compensation Amount**") and, pursuant to the third credit agreement amendment agreement dated as of April 16, 2014 between the Borrower and the Lender (the "**Third Credit Amendment Agreement**"), an additional amount equivalent to 16.214% of the Net Arbitration Proceeds (the "**Second Additional Principal Compensation Amount**") and an additional amount equivalent to 4.466% of the Net Arbitration Proceeds (the "**Third Additional Principal Compensation Amount**") and, pursuant to the fourth credit agreement amendment agreement dated as of March 12, 2015 between the Borrower and the Lender (the "**Fourth Credit Amendment Agreement**"), an additional amount equivalent to 17.688% of the Net Arbitration Proceeds (the "**Fourth Additional Principal Compensation Amount**") and all interest earned on deposits in the Additional Compensation Cash Collateral Account, which Lender Additional Compensation amounts and Additional Principal Compensation Amount amounts and Second Additional Principal Compensation Amount amounts and Third Additional Principal Compensation Amount amounts and Fourth Additional Principal Compensation Amount amounts shall be paid to the Lender (or deposited to the Additional Compensation Cash Collateral Account) in the order and priority set forth in the section of this Exhibit F titled "Order of Application of Arbitration Proceeds". The Borrower shall deposit to the Additional Compensation Cash Collateral Account an amount equal thereto within two Business Days after the Borrower receives the Arbitration Proceeds.

The Lender's entitlement to the Lender Additional Compensation and the Additional Principal Compensation Amount and Second Additional Principal Compensation Amount and the Third Additional Principal Compensation Amount and the Fourth Additional Principal Compensation Amount shall become effective as provided for in this Agreement; provided, however, that the Lender shall not be deemed to have received any amount of Additional Lender Compensation or

Additional Principal Compensation Amount or Second Additional Principal Compensation Amount or Third Additional Principal Compensation Amount or Fourth Additional Principal Compensation Amount until such amount has been paid to the Lender on the applicable Annual Payment Dates as defined and described below, in accordance with the section of this Exhibit F titled "Order of Application of Arbitration Proceeds".

ORDER OF APPLICATION OF ARBITRATION PROCEEDS:

If the Borrower receives any Arbitration Proceeds during the CCAA Case, then promptly upon such receipt and before distribution or application thereof, the Borrower shall calculate and determine the amounts thereof that are to be distributed and applied as hereinafter provided in this section of this Exhibit F and shall submit a statement setting out such calculation and determination to the Lender and the Monitor for their approval, and if the Lender and Monitor fail to give such approval or disagree as to whether it should be given, then the Borrower shall submit such statement to the CCAA Court. Within five (5) Business Days after the Borrower obtains such approval in writing from the Lender and the Monitor or the CCAA Court, as the case may be, or, if the CCAA Case has been terminated, within five (5) Business Days after the Borrower receives the Arbitration Proceeds, the Borrower shall distribute and apply all such Arbitration Proceeds received by it in the following descending order as follows:

(a) first, to pay any then accrued and unpaid post-filing expenses reasonably incurred by the Borrower, including those in respect of the Arbitration Proceeding or the Reorganization Proceedings, and all in accordance with the Budget (but, for certainty, the Borrower shall not be reimbursed for any expenses then paid);

(b) second, to pay any taxes, payable or required to be withheld by the Borrower or by any government in respect of the settlement, judgment or collection in relation to the Arbitration Proceeding, as determined at such time by an independent international accounting firm acceptable to the Borrower and the Lender;

(c) third, to pay into the Principal Cash Collateral Account an amount so that the aggregate amount in such account is equivalent to the principal amount of the Loan then outstanding and subsequently to pay to the Lender at the time or times provided herein, all outstanding principal and interest accruing thereon after the date of such deposit owing by the Borrower under the Loan, until paid in full (the date upon which the full amount is deposited therein, the "**Principal Cash Collateralization Date**") ;

(d) fourth, to pay directly to the Lender the then unpaid interest accrued to the Principal Cash Collateralization

Date and owing to the Lender and any unpaid expenses and other indemnity amounts then payable to the Lender;

(e) fifth, to pay an amount equivalent to all of the proven and allowed unsecured claims against the Borrower (including all allowed Prefiling Unsecured Creditor claims, which may include post-filing interest, subject to the limitation set out in Section 7.19(b) or (c)), to satisfy such unsecured claims (or into reserve accounts to provide for the payment of claims that remain contingent, unliquidated or disputed) which, for greater certainty, shall include all amounts payable pursuant to the Standstill Order or such lesser amount as may be required pursuant to a CCAA Plan, (the difference between the gross amount of the Arbitration Proceeds and aggregate of the amounts referred to in clauses (a), (b), (c), (d) and (e) under this Section is referred to as the "**Net Arbitration Proceeds**");

(f) sixth, a total amount payable to the Lender unless specified otherwise below in this clause (f) equivalent to:

35% of the Net Arbitration Proceeds, being the Lender Additional Compensation; and in addition,

14.874% of the Net Arbitration Proceeds, being the Additional Principal Compensation Amount; and in addition,

16.214% of the Net Arbitration Proceeds, being the Second Additional Principal Compensation Amount; and in addition,

4.466% of the Net Arbitration Proceeds, being the Third Additional Principal Compensation Amount; and in addition,

(i) 17.688% of the Net Arbitration Proceeds, being the Fourth Additional Principal Compensation Amount, less any portion of such Fourth Additional Principal Compensation Amount transferred to Robert Fung, Marc Oppenheimer and/or any other Person pursuant to the NAP Transfer Agreement and not ultimately transferred back to and retained by the Lender at the time of distribution of the Arbitration Proceeds, and (ii) 2.64267% of the Net Arbitration Proceeds to the extent that same are transferred by the Lender to Robert Fung pursuant to the terms of the NAP Transfer

Agreement payable to the ultimate owner or owners of such percentage in accordance with the terms of the NAP Transfer Agreement and (iii) 2.64267% of the Net Arbitration Proceeds to the extent that same are transferred by the Lender to Marc Oppenheimer pursuant to the terms of the NAP Transfer Agreement, payable to the ultimate owner or owners of such percentage of Net Arbitration Proceeds in accordance with the terms of the NAP Transfer Agreement, shall be calculated in accordance with section (a) of the following section titled "Override Provision" and such amount, to the extent payable to the Lender, shall be paid into the Additional Compensation Cash Collateral Account (the date of such payment being the "**Lender Additional Compensation Cash Collateralization Date**"), and on each Annual Payment Date (as hereinafter defined), the funds standing to the credit of the Additional Compensation Cash Collateral Account shall be used to pay the Lender Additional Compensation, the Additional Principal Compensation Amount, the Second Additional Principal Compensation Amount, the Third Additional Principal Compensation Amount and the Fourth Additional Principal Compensation Amount to the Lender in compliance with applicable law;

(g) seventh, the amounts provided for in the MIP shall be calculated in accordance with section (a) of the following section titled "Override Provision" and such amounts may be paid to management of the Borrower or to Fung, Oppenheimer or such other Person, each as applicable, and in accordance with the MIP; and

(h) eighth, the remaining balance of the Arbitration Proceeds may be paid to the Borrower in accordance with applicable law.

From and after the Principal Cash Collateralization Date until such time as the outstanding principal amount of the Loan has been repaid to the Lender in full and the Lender Additional Compensation, the Additional Principal Compensation Amount, the Second Additional Principal Compensation Amount, the Third Additional Principal Compensation Amount, the Fourth Additional Principal Compensation Amount and any other amount owing to the Lender hereunder have been paid in full, the Borrower shall pay annually to the Lender on each anniversary of the Borrowing Date for the Initial Loan (each such anniversary, an "**Annual Payment Date**") (i) interest as herein provided on the outstanding principal amount of the Loan and other interest and compound interest

as provided by this Agreement and (ii) subject to the following sentence, any remaining unpaid amounts owing in respect of the Lender Additional Compensation, in respect of the Additional Principal Compensation Amount, in respect of the Second Additional Principal Compensation Amount, in respect of the Third Additional Principal Compensation Amount and in respect of the Fourth Additional Principal Compensation Amount. Unless the Lender and the Borrower agree otherwise in writing, the aggregate amount payable by the Borrower under clauses (i) and (ii) above in this paragraph on each Annual Payment Date shall not exceed the Cap. As used herein, the "**Cap**", as of each Annual Payment Date, means an amount equal to the lesser of (x) an amount equivalent to Criminal Code "interest" (as defined in Section 10.13 of this Agreement) on the principal amount of the Loan then outstanding calculated at an effective annual rate of interest equal to 59.9% calculated in accordance with the generally accepted actuarial principles as set forth in subsection 347(4) of the *Criminal Code* (Canada) from the date of each advance (or from (but excluding) the next preceding Annual Payment Date in respect of any advance made before such next preceding Annual Payment Date) to and including such Annual Payment Date and (y) an amount equal to the aggregate of the unpaid balance of the Lender Additional Compensation, the Additional Principal Compensation Amount, the Second Additional Principal Compensation Amount, the Third Additional Principal Compensation Amount, the Fourth Additional Principal Compensation Amount, fees in respect of and interest on the Loan, and any other amounts constituting "interest" as defined in subsection 347(2) of the *Criminal Code* (Canada)) payable to the Lender on or prior to such Annual Payment Date. The effective annual rate of interest referred to in (x) above shall be set forth in and based on a certificate of a Fellow of the Canadian Institute of Actuaries as contemplated by subsection 347(4) of the *Criminal Code* (Canada) provided to the Borrower and the Lender with respect to and as at such Annual Payment Date.

For greater certainty, and without prejudice to the Security Documents or any security interest granted therein, nothing in this Exhibit F shall operate as or be construed as an assignment of or transfer to any Person by the Borrower of any right, title or interest of the Borrower in or to the Arbitration Entitlement or any claims asserted in the Arbitration Proceedings.

OVERRIDE PROVISION:

The following shall apply to the section to this Exhibit F titled "Order of Application of Arbitration Proceeds" notwithstanding any other provision of such section:

(a) solely for the purposes of the calculation of the amounts payable pursuant to subsections (f) and (g) of such section and for no other purpose, the total amount of the proven and allowed unsecured claims referred to in subsection (e) of such section to be deducted from the gross amount of the Arbitration

Proceeds in determining the amount of the "Net Arbitration Proceeds" shall be deemed to be equal to the sum of (A) the principal amount of the Senior Notes (being US$104,135,273.97) plus 9.375% per annum simple interest accruing thereon from and after May 20, 2013 (but, for greater certainty, excluding all interest on the Senior Notes accrued from the CCAA Filing Date to May 20, 2013, all additional interest in excess of 9.375% per annum accruing on the Senior Notes from and after May 20, 2013 in accordance with the Standstill Order, and any Additional Amounts (as such term is defined in the first supplemental trust indenture to the trust indenture dated December 23, 2004 issued by the Borrower) payable by the Borrower and excluding any other amount) and (B) the principal amount of any other unsecured pre-filing claim unrelated to the Senior Notes that is now or hereinafter determined to be a proven claim in accordance with the Claims Procedure Order dated November 30, 2012 plus any interest to which such pre-filing creditor may be entitled on such proven claim accruing from and after May 20, 2013 at such pre-filing creditor's existing interest rate, if any, before the date of issue of the (original) Standstill Order on June 5, 2013 (but, for greater certainty, excluding interest, if any, that has accrued on such pre-filing creditor's proven claim from the CCAA Filing Date to May 20, 2013 and all additional interest in excess of such pre-filing creditor's existing rate of interest, if any, accruing on such pre-filing creditor's proven claim from and after May 20, 2013 in accordance with the Standstill Order and excluding any other amount). "**Senior Notes**" mean the notes issued by the Borrower pursuant to the trust indenture dated December 23, 2004 between *inter alia* the Borrower and Computershare Trust Company of Canada as trustee;

(b) each amount of the Net Arbitration Proceeds received by the Borrower and payable by the Borrower pursuant to subsections (f), (g) and (h) of Exhibit F titled "Order of Application of Arbitration Proceeds" shall be paid to or in respect of the applicable payees pursuant to such subsections (f), (g) and (h) *pari passu* and *pro rata* based on the percentages of the Net Arbitration Proceeds applicable to such subsections (but for certainty, the foregoing shall not prejudice any rights any person may have to receive from the Borrower any part of the amount referred to in subsection (h));

(c) the Borrower shall not pay the Trustee Pre-Filing Fees and Expenses Claim (as defined by the Standstill Order) until after payment in full of all amounts now or hereafter owing by the Borrower under subsections (f) and (g) of the section titled "Order of Application of Arbitration Proceeds" but such Trustee Pre-Filing Fees and Expenses Claim shall be paid by the Borrower from the first amount or amounts received by the Borrower pursuant to subsection (h) of such section;

(d) for certainty, the provisions of Exhibit F shall apply to each payment of Arbitration Proceeds received if the Arbitration Proceeds are received in more than one payment;

(e) any amount payable by the Borrower pursuant to subsection (e) of the section titled "Order of Application of Arbitration Proceeds" shall not be included in subsection (a) of such section; and

(f) the amounts payable by the Borrower pursuant to subsection (e) of the section titled "Order of Application of Arbitration Proceeds" shall be subject to the provisions of the Standstill Order where applicable.

CASH COLLATERAL ACCOUNTS:

Each of the "Principal Cash Collateral Account", and the "Additional Compensation Cash Collateral Account" shall be a Cash Collateral Account of the Borrower, which Cash Collateral Account shall be pledged to the Lender as security for all outstanding Obligations owed to the Lender under this Agreement, including in respect of the Lender Additional Compensation, the Additional Principal Compensation Amount, the Second Additional Principal Compensation Amount, the Third Additional Principal Compensation Amount and the Fourth Additional Principal Compensation Amount. The Borrower shall pay to the Lender all interest earned on each amount deposited to a Cash Collateral Account. At the Lender's request, the Borrower's interests in such Cash Collateral Accounts shall be transferred to a special purpose vehicle acceptable to the Lender in its sole discretion. Such special purpose vehicle shall be a newly incorporated wholly-owned Subsidiary of the Borrower which shall provide the Lender with a guarantee of all Obligations, security interests in all its assets, a control agreement and other ancillary documents required by the Lender. All equity of such entity shall be pledged to the Lender as additional security for all Obligations. All such documents shall be in form and substance satisfactory to the Lender and the Borrower.

NO VOLUNTARY PREPAYMENT OR

The Borrower shall not be entitled, under any circumstances, to prepay or repay voluntarily any principal amount of the Loan before the Maturity Date (as extended by the Lender from time to time as provided

REPAYMENT RIGHT: by Section 3.19) except as provided by Section 3.2(b). Except as provided by Section 3.2(b) but despite any other provision of this Agreement or any other Credit Document, the principal amount of the Loan shall not, under any circumstances, be prepaid or repaid without the Lender's prior written consent, whether or not an Event of Default has then occurred.

OTHER: Notwithstanding any other provision of this Exhibit F or the Credit Agreement or any other Credit Document, all applicable payments on account of the Lender Additional Compensation shall be made to the Lender in accordance with the agreements, instruments and/or other documents entered into between the Lender and the New Borrower or the Further New Borrower, as the case may be, or delivered by the New Borrower or the Further New Borrower, as the case may be, in favour of the Lender, in effect at the time or times of such payments.

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

Court File No: CV-12-9539-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

ORDER
(Supplemental Claims Procedure)

DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto ON M5V 3J7

Robin Schwill (LSO# 47854C)
Email: reschwill@dwpv.com
Tel: 416.863.5502
Natalie Renner (LSO# 55954A)
Email: nrenner@dwpv.com
Tel: 416.367.7489
Maureen Littlejohn (LSO# 57010O)
Email: mlittlejohn@dwpv.com
Tel: 416.367.6916

Lawyers for Crystallex International Corporation