

# Crystallex International Corporation

## CHARTER OF THE DESIGNATED DIRECTOR

### General

1. A director of Crystallex International Corporation (*Corporation*) to be appointed from among its directors shall be appointed as the special managing director (*Designated Director*) pursuant to a senior secured credit agreement dated as of April 23, 2012, as amended, (*Credit Agreement*), between the Corporation and Tenor Special Situation Fund I, LLC, as assigned by Tenor Special Situation Fund I, LLC to Tenor KRY Coöperatief U.A. (*Lender*). The board of directors (*Board*) of the Corporation has appointed Harry J. Near as the Designated Director.
2. The Designated Director shall be independent of the Corporation and the Lender within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators (as such provision reads as of April 23, 2012), and for such purposes the term “issuer” as used in section 1.4 of such National Instrument shall be read as referring to the Corporation or the Lender.
3. Unless otherwise ordered by the Board, Harry J. Near shall continue to be the Designated Director until the expiration of his term of office as a director.
4. The composition, responsibilities and authority of the Designated Director are set out in this Charter, subject to the provisions of the Supplemental Charter of the Board.
5. This Charter and the by-laws of the Corporation and such other procedures, not inconsistent therewith, as the Designated Director may adopt from time to time shall govern the procedures of the Designated Director.
6. Capitalized terms used herein and defined in the Credit Agreement shall have the meanings set forth therein, unless otherwise defined herein.

### Responsibilities

1. The Designated Director shall have all the powers and authority of the Board to make decisions relating to any of the following matters (*Special Matters*) except to the extent that making a decision as to any Special Matter would require the Designated Director to exercise one or more of those powers that may not be delegated to a committee of directors or managing director pursuant to the *Canada Business Corporations Act (Non-Delegable Powers)*:
  - (a) the conduct of the Reorganization Proceedings and the efforts of the Corporation to reorganize the Prefiling Unsecured Claims;
  - (b) any matters relating to the rights of the Lender and the Corporation as against the other under the Credit Agreement or any other Credit Document or the operation thereof;
  - (c) the administration of the MIP, to the extent such administration has not been granted to the Retention Amount Pool Committee (as defined in the MIP plan documentation) pursuant to the provisions of the MIP plan documentation; and
  - (d) retention by the Corporation of any advisor in respect of the matters set out in clauses (a), (b) or (c) above.

2. The Designated Director shall not make any decision regarding any Special Matter without first consulting with and considering in good faith the recommendations of the Advisory Panel established by the Board if such panel is subsisting.
3. If and to the extent that in the opinion of the Designated Director, deciding a particular Special Matter would require the Designated Director to exercise a Non-Delegable Power, the Designated Director may consider such matter but no decision relating thereto shall be valid unless ratified by ordinary resolution of the Board.
4. In the event that there is a disagreement or material doubt by the Designated Director or amongst the other directors as to whether a particular matter is or is not a Non-Delegable Matter, then in order to resolve that question the Designated Director shall, on behalf of the Corporation, seek the advice of reputable, independent corporate counsel approved by ordinary resolution of the Board and doing no other work for the Corporation or the Lender, and the Corporation shall act on the advice of such counsel.

#### **Automatic Termination**

- (1) The provisions of this Charter shall terminate and be of no further force or effect as of the earliest date such provisions may terminate without the Corporation being in breach of its obligations under the Credit Agreement.