

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



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

DOCUMENT SUPPLEMENTAL AFFIDAVIT OF THOMAS CROESE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attention: Sean Collins / Walker W. MacLeod / Pantelis Kyriakakis
Tel: 403-260-3531 / 3710 / 3536
Fax: 403-260-3501
Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca / pkyriakakis@mccarthy.ca

SUPPLEMENTAL AFFIDAVIT OF THOMAS CROESE
Sworn on May 7th, 2020

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

1. I am the Manager, Finance of Diavik Diamond Mines (2012) Inc. ("DDMI"). I have personal knowledge of the facts and matters sworn to in this Supplemental Affidavit, except where I have received information from someone else or some other source of information. In the instances where I have received information from someone else or some other source, I have identified such person or source, and I believe such information to be true.
2. This Supplemental Affidavit is sworn in connection with my Affidavit, sworn on April 30, 2020 (the "First Croese Affidavit"), and filed in the within proceedings. All capitalized terms used herein and not otherwise defined shall have the same meaning as ascribed to such terms in the First Croese Affidavit.

JVA and Diavik Mine

3. DDMI and Dominion Diamond Mines ULC ("**Dominion**") are successors in interest to the JVA, attached as Confidential Exhibit 1 to the First Croese Affidavit.
4. Initially, the procedure for splitting diamonds produced by the Joint Venture, as between the Participants, was set out in Article 11.1 of the JVA.

Protocol Concerning Diamond Splitting

5. As part of the ongoing operation of the Joint Venture and the JVA, Diavik Diamond Mines Inc. and Aber Diamond Mines Limited, as predecessors to DDMI and Dominion, respectively, entered into the Agreement to Establish a Protocol for Diamond Production Splitting, dated as of January 7, 2003, between Diavik Diamond Mines Inc., and Aber Diamond Mines Limited (the "**Protocol Agreement**") which initially incorporated the Diamond Production Splitting Protocol, Version No. 1. (the "**Version 1 Protocol**"). Attached hereto and collectively marked as **Confidential Exhibit "1"** to this my Affidavit, is a true copy of the Protocol Agreement and the Version 1 Protocol.
6. The purpose of the Protocol Agreement was to establish a protocol for splitting the diamonds into shares, which was more appropriate and better adapted to the circumstances than the procedures set out in Article 11.1 of the JVA.
7. The Version 1 Protocol was subsequently amended and replaced pursuant to the Diamond Splitting Protocol, Version No. 2, dated November 4, 2011 (the "**Version 2 Protocol**"). Attached hereto and marked as **Confidential Exhibit "2"** to this my Affidavit, is a true copy of the Version 2 Protocol.
8. The Version 2 Protocol was terminated, on or around May 15, 2013. As a result, DDMI and Dominion Diamond Diavik Limited Partnership ("**DDDLP**"), the predecessor to Dominion, entered into the Protocol Amending Agreement (the "**Protocol Amendment Agreement**", the Protocol Agreement and the Protocol Amending Agreement are collectively referred to as, the "**Splitting Agreements**"), dated as of February 14, 2014, between DDMI and DDDL, acting through its general partner, 6355137 Canada Inc.

9. The recitals to the Protocol Amending Agreement state that:

WHEREAS each of DDMI and DDDL (formerly known as Harry Winston Diamond Limited Partnership) is a "Participant" in the Diavik Joint Venture and party to an Agreement to Establish a Protocol for Diamond Production Splitting dated January 7, 2003 (the "Main Agreement") which incorporates a splitting protocol dated November 4, 2011 and identified as Schedule A, Version No. 2 (the "Protocol");

WHEREAS DDDL, pursuant to a notice of termination dated May 15, 2013, terminated the Protocol in accordance with Section 6(a) of the Main Agreement;

WHEREAS the parties have agreed to reinstate and amend the Protocol in order for Selected Diamonds (as defined in the Protocol) to be split between them in Yellowknife, NT at DDMI's Production Sorting Facility (the "PSF") (or at such other location in Yellowknife, NT, as the parties may from time to time agree) instead of London, UK and at a reduced frequency of five (5) times per year;

10. Pursuant to the Protocol Amending Agreement, the Version 2 Protocol was reinstated and amended in accordance with the updated version of the Amended Protocol, Diamond Splitting Protocol, Version No. 3, attached as Schedule "A" to the Protocol Amending Agreement (the "**Version 3 Protocol**"). Attached hereto and collectively marked as **Confidential Exhibit "3"** to this my Affidavit, is a true copy of the Protocol Amending Agreement, including the Version 3 Protocol.

11. The Version 3 Protocol was subsequently replaced pursuant to the Diamond Production Splitting Protocol, Version No. 4, dated July 2, 2019, as initialed and executed by both DDMI and Dominion (the "**Version 4 Protocol**", the Version 1 Protocol, the Version 2 Protocol, the Version 3 Protocol, and the Version 4 Protocol are all collectively referred to as, the "**Protocols**"). Attached hereto and marked as **Confidential Exhibit "4"** to this my Affidavit, is a true copy of the Version 4 Protocol.

12. The Version 4 Protocol currently governs the procedure for splitting diamonds produced at the Diavik Mine, as between the Participants.

Intercreditor Agreements

13. As set out in the First Croese Affidavit, each of the Agent (on behalf of the Credit Agreement Lenders) and the Trustee (on behalf of the noteholders under the Trust Indenture) entered into the Diavik Credit Agreement Subordination Agreement and the Diavik Trust Indenture Subordination Agreement (collectively, the "**Subordination Agreements**"), respectively. Pursuant to the Subordination Agreements, each of the Agent, for and on behalf of the Credit

Agreement Lenders, and the Trustee, for and on behalf of the noteholders under the Trust Indenture (each such group respectively referred to as, the "**Secured Parties**"), acknowledged, confirmed, and agreed, that:

- (a) the mortgages, charges, assignments and security interests in Dominion's (as successor in interest to DDDL) Participating Interest, Net Profit Royalty and the Assets (as such terms are defined in the Subordination Agreements) pursuant to: (i) the JVA; (ii) the Splitting Agreements and the corresponding Protocols; and, (iii) the Environmental Security Agreement, dated August 25, 2015, as amended on November 5, 2015 and June 30, 2017 (collectively, the "**JVA Agreements**") created by such Secured Parties' security (the "**Secured Parties' Charge**") are fully subordinate to the terms of the JVA Agreements (and the respective rights of the parties thereunder) and that such Secured Parties' Charge shall be fully subordinate in priority to any mortgage, security interest or other security held by DDMI (the "**DDMI Charge**") in Dominion's Participating Interest, Net Profit Royalty, and Assets pursuant to the JVA Agreements; and,
- (b) notwithstanding anything to the contrary contained in the Secured Parties' security, the Secured Parties agreed that the enforcement rights of the Secured Parties, with respect to the Secured Parties' Charge, must be exercised in accordance and in compliance with the applicable terms of the JVA Agreements, including without limitation paragraph 15.2(d) of the JVA.

Attached hereto and marked as **Exhibits "A" and "B"** to this my Affidavit, is a true copy of the Diavik Credit Agreement Subordination Agreement and the Diavik Trust Indenture Subordination Agreement, respectively.

Sealing

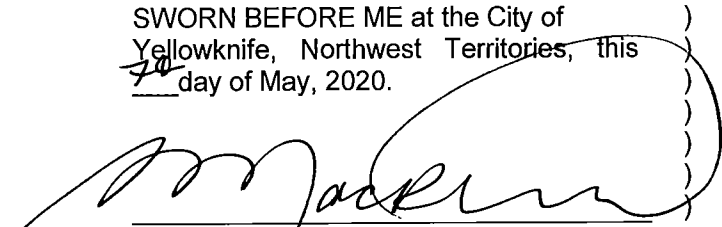
14. The Splitting Agreements and the Protocols are subject to the JVA and the corresponding confidentiality restrictions. The JVA, the Splitting Agreements, and the Protocols contain confidential information with respect to the ongoing operations of both Dominion and DDMI, including confidential financial information, procedures, asset valuations, and other sensitive commercial information which is subject to confidentiality restrictions. The disclosure of such information, as contained in the JVA, the Splitting Agreements, and the Protocols, would cause


serous and irreparable harm to the commercial interests of all Participants, especially considering the impact that the public disclosure of any financial or asset valuation information could have.

15. Furthermore, other than DDMI and Dominion, no other person has a reasonable expectation or right to be able to access the JVA, the Splitting Agreements, the Protocols, or the terms contained therein.

16. I make this Supplemental Affidavit to supplement the First Croese Affidavit, in response to Dominion's Application originally returnable on May 1, 2020, as subsequently adjourned in part and rescheduled to be heard May 8, 2020.

SWORN BEFORE ME at the City of
Yellowknife, Northwest Territories, this
7th day of May, 2020.


A COMMISSIONER FOR OATHS
in and for the Northwest Territories

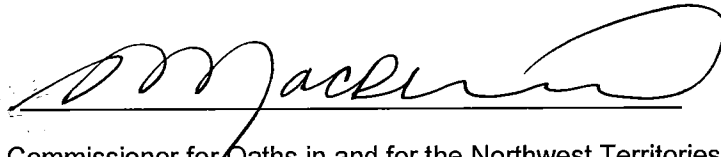

THOMAS CROESE

SHERLA M. MacPHERSON
Notary Public in and for the
Northwest Territories. My commission
does not expire being a solicitor

This is Exhibit "A" referred to in the Affidavit of

Thomas Croese

sworn before me this 7th day of May, 2020.



A Commissioner for Oaths in and for the Northwest Territories

SHEILA M. MacPHERSON
Notary Public in and for the
Northwest Territories. My commission
does not expire being a solicitor

**SUBORDINATION AGREEMENT/
ACKNOWLEDGMENT OF LIEN**

This Agreement made the 1st day of November , 2017.

BETWEEN:

DIAVIK DIAMOND MINES (2012) INC., in its capacity as Participant

(hereinafter called "**DDMI (2012)**")

OF THE FIRST PART;

- and -

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as agent for and on behalf of the Lenders and the other secured parties

(hereinafter referred to as the "**Agent**")

OF THE SECOND PART;

- and -

DOMINION DIAMOND DIAVIK LIMITED PARTNERSHIP,

(hereinafter called the "**DDDLP**")

OF THE THIRD PART;

- and -

NORTHWEST ACQUISITIONS ULC

(hereinafter called the "**Borrower**")

OF THE FOURTH PART

WHEREAS Kennecott Canada Inc. ("**Kennecott**") and Aber Resources Limited ("**ARL**") entered into the Diavik Joint Venture Agreement dated March 23, 1995, as amended by an Amending Agreement dated December 1, 1995 (the "**Original JVA**");

AND WHEREAS Kennecott assigned all of its rights under the Original JVA to Diavik Diamond Mines Inc. ("**DDMI**") and ARL assigned all of its rights under the Original JVA to Aber Diamond Mines Ltd. ("**ADM**") (a predecessor of the Dominion Diamond Corporation);

AND WHEREAS DDMI and ADM entered into the Diavik Joint Venture Amending Agreement (No. 2) dated as of the 17th day of January, 2002 (the "**JVA Amending Agreement No. 2**");

AND WHEREAS DDMI and ADM entered into the agreement to establish a protocol for diamond splitting dated as of January 7, 2003 (the "**Original Protocol Agreement**"), further amending the Original JVA as amended by the JVA Amending Agreement No. 2;

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AND WHEREAS DDMI and ADM entered into the Diavik Joint Venture Amending Agreement (No. 3) dated as of March 3, 2004 (the "**JVA Amending Agreement No. 3**") to further amend the Original JVA by deleting certain of the provisions of the JVA Amending Agreement No. 2;

AND WHEREAS ADM assigned all of its rights under the Original JVA, as amended, to Aber Diamond Limited Partnership (a predecessor of Harry Winston Diamond Limited Partnership "**HWDLP**", which is in turn a predecessor of DDDL) effective as of March 11, 2005;

AND WHEREAS DDMI assigned all of its rights under the Original JVA, as amended and supplemented by the JVA Amending Agreement No. 2 and the JVA Amending Agreement No. 3, to DDMI (2012), effective as of January 7, 2014;

AND WHEREAS DDMI and HWDLP entered into an amendment to the Protocol Agreement dated as of November 4, 2011, and a further amendment dated as of February 14, 2014 (together the "**Protocol Agreement Amendments**", and together with the Original Protocol Agreement, the "**Protocol Agreement**");

AND WHEREAS DDMI and DDDL entered into an Environmental Security Agreement dated August 25, 2015, amended on November 5, 2015 and June 30, 2017 (the "**ESA**");

AND WHEREAS the Original JVA, as amended and supplemented by the JVA Amending Agreement No. 2, the JVA Amending Agreement No. 3, the Protocol Agreement and the ESA, in each case as in effect on the date hereof, are hereinafter referred to as the "**JVA**";

AND WHEREAS the Borrower, as borrower, the Agent, as agent, the banks and other financial institutions named on the execution pages thereof and such other banks and financial institutions as may become lenders from time to time, as lenders (the "**Lenders**"), entered into a Senior Secured Credit Agreement on or about November 1, 2017 (including as the same may be amended, restated, amended and restated, revised, supplemented or replaced from time to time, the "**Credit Agreement**");

AND WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make available to the Borrower certain credit facilities in an aggregate principal amount of US\$200,000,000 (as it may be increased from time to time pursuant to the terms of the Credit Agreement);

AND WHEREAS, DDDL has agreed to guarantee the principal, interest and other obligations of the Borrower (collectively, the "**Obligations**") owing to the Lenders and other secured parties (the Lenders and other secured parties referred to herein as the "**Secured Parties**"), and as security for the obligations of DDDL pursuant to such guarantee, DDDL has agreed to grant to the Agent for the benefit of the Secured Parties by way of a general security agreement substantially in the form attached hereto as Schedule "A" a mortgage, charge, assignment and security interest over, inter alios, DDDL's Participating Interest, any Net Profit Royalty to which DDDL may become entitled pursuant to Article 10 of the JVA and all of DDDL's right, title and interest to the Assets (as defined under the JVA) (collectively and including as same may be amended, restated, revised, supplemented or replaced from time to time, the "**Secured Parties' Security**");

AND WHEREAS, for the purpose of delineating their respective rights and obligations in relation to one another, the parties hereto have agreed to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto) the parties hereto hereby covenant and agree with each other as follows:

1. **Subordination**

The Agent, for itself and on behalf of the Secured Parties, hereby agrees that the mortgages, charges, assignments and security interests in DDDL P's Participating Interest, Net Profit Royalty and the Assets pursuant to the JVA created by the Secured Parties' Security (the "**Secured Parties' Charge**") are fully subordinate to the terms of the JVA (and the respective rights of the parties thereunder) and the Secured Parties' Charge shall be fully subordinate in priority to any mortgage, security interest or other security now or hereafter held by DDMI (2012) in DDDL P's Participating Interest, Net Profit Royalty and the Assets pursuant to the JVA (as in effect on the date hereof, or as amended from time to time with the consent of the Agent) (the "**DDMI (2012) Charge**"). The foregoing acknowledgement and grant of priority shall be effective notwithstanding the respective dates of execution of, advance of monies under, registration or perfection of, notice or demand under, enforcement of the Secured Parties' Charge and the DDMI (2012) Charge. The parties hereto agree that the Secured Parties' security interest in any other assets or property (other than DDDL P's Participating Interest, Net Profit Royalty and the Assets pursuant to the JVA) is not subordinated, affected, diminished or otherwise compromised hereby.

2. **Notice and Acknowledgement of Security**

- (a) The Agent hereby gives written notice of the Secured Parties' Security.
- (b) DDMI (2012) hereby acknowledges that the Agent and DDDL P have delivered to DDMI (2012) written notice of the Secured Parties' Security and DDMI (2012) acknowledges that the granting of the Secured Parties' Security is a permitted transfer under Section 15.2(d) of the JVA.

3. **Confirmation**

Pursuant to Section 2.4 of the JVA, DDMI (2012) and DDDL P hereby acknowledge and confirm that, as of the date hereof:

- (a) DDDL P's Participating Interest is 40%; and
- (b) DDMI (2012)'s Participating Interest is 60%.

4. **Joint Venture Agreement**

Notwithstanding anything to the contrary contained in the Secured Parties' Security, the Agent agrees for itself and on behalf of the Secured Parties that the enforcement rights of the Agent and the Secured Parties with respect to the Secured Parties' Charge must be exercised in accordance and in compliance with the applicable terms of the JVA including without limitation paragraph 15.2(d) thereof. Without limiting the generality of the foregoing, to the extent the Agent becomes entitled to a share of diamond production from the Diavik project, the Agent will be bound by, and entitled to the benefit of, the Protocol Agreement.

5. **Notices**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by telecopier, electronic mail or other electronic communication addressed:

- (a) in the case of DDMI (2012) to:

Diavik Diamond Mines (2012) Inc.
 P.O. Box 2498
 5201 – 50th Avenue, Suite 300
 Yellowknife, NT X1A 2P8
 Attention: Vice President, Finance
 Telecopier: (867) 336-9058
 Email: jon.brennan@riotinto.com

(b) in the case of the Agent to:

Credit Suisse AG, Cayman Islands Branch, as Agent
 Eleven Madison Avenue, 6th Floor
 New York, New York 10010
 Attention: Agency Manager
 Email: agency_loanops@credit-suisse.com

(c) in the case of DDDL to:

c/o Dominion Diamond Holdings Ltd.
 900 – 6064 Street SW
 Calgary, Alberta T2P 1T1
 Attention: Ron Cameron
 Telecopier: (416) 362-2230
 Email: ron.cameron@ekati.ddcorp.ca

with a copy to:

Dominion Diamond Corporation
 900-6064 Street SW
 Calgary, Alberta T2P 1T1
 Attention: Ron Cameron
 Telecopier: (416) 362-2230
 Email: ron.cameron@ekati.ddcorp.ca

(d) in the case of the Borrower to:

Northwest Acquisitions ULC
 900 - 606 4 Street SW
 Calgary, Alberta T2P 1T1
 Canada
 Attention: Finance
 Telecopier: (403) 910-1933

or to such other address as any party hereto may, from time to time designate in writing to the other parties hereto. Any communication shall be considered to have been received on the date of delivery if delivered during business hours by courier or electronic mail, or on the first business day following delivery if delivered after business hours or by telecopier.

6. **Defined Terms**

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the JVA.

7. **Further Assurances**

The parties hereto shall with reasonable diligence do all things and provide such further documents or instruments as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

8. **Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. **Governing Law**

This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

10. **Counterparts**

This Agreement may be executed by facsimile or electronic signature and in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first noted above.

DIAVIK DIAMOND MINES (2012) INC., as Participant

**louis.bela
nd**

Digitally signed by louis.bela
DN: dc=org, dc=riotinto, dc=corp, ou=PROD, ou=AMER,
ou=CA-Montreal_Maison, ou=People, cn=louis.bela,
email=Louis.Bela@riotinto.com
Date: 2017.10.27 09:47:28 -0400

By: Thenua, Sandeep
(DDMI)

Digitally signed by Thenua, Sandeep (DDMI)
DN: dc=org, dc=riotinto, dc=corp, ou=PROD, ou=AMER,
ou=CA-Yellowknife_JR3, ou=People, cn=Thenua, Sandeep
(DDMI), email=Sandeep.Thenua@riotinto.com
Date: 2017.10.26 17:14:07 -0600


Name:
Title:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Agent**


By: _____
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first noted above.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Agent**


By: 

Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 

Name: Andrew Griffin
Title: Authorized Signatory

**DOMINION DIAMOND DIAVIK LIMITED
PARTNERSHIP, by its general partner,
DOMINION DIAMOND HOLDINGS LTD.**

By: 
Name: Matt Quintan
Title: Chief Financial Officer.

NORTHWEST ACQUISITIONS ULC

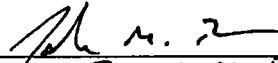
By: _____
Name:
Title:

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**DOMINION DIAMOND DIAVIK LIMITED
PARTNERSHIP, by its general partner,
DOMINION DIAMOND HOLDINGS LTD.**

By: _____
Name:
Title:

NORTHWEST ACQUISITIONS ULC

By:  _____
Name: JOSEPH N. RACICOT
Title: SECRETARY

SCHEDULE "A"
GENERAL SECURITY AGREEMENT

See attached.

CANADIAN PLEDGE AND SECURITY AGREEMENT

This Agreement is made as of November 1, 2017 by and among the Debtors (as hereinafter defined) and the Agent (as hereinafter defined).

RECITALS:

A. Northwest Acquisitions ULC (which, promptly after the consummation of the Acquisition, will be amalgamated with Dominion Diamond ULC, which amalgamated company, promptly after such amalgamation, will be amalgamated with Dominion Diamond Holdings ULC, with the amalgamated company being called Dominion Diamond ULC), as Borrower (the "**Borrower**"), Washington Diamond Investments B.V., as Parent, the Agent, and the financial institutions from time to time party thereto, as Lenders, are parties to a revolving credit agreement dated as of the date hereof (as amended, supplemented, restated, amended and restated, replaced or modified from time to time, the "**Credit Agreement**").

B. Each Guarantor has executed and delivered to the Agent (for its own benefit and for the benefit of the other Secured Parties) that certain First Lien Loan Guaranty, dated as of the date hereof, pursuant to which it has guaranteed the Guaranteed Obligations (as defined therein).

C. To secure the payment and performance of its Secured Liabilities, each Debtor has agreed to grant to the Agent (for its own benefit and for the benefit of the other Secured Parties) the Security Interests with respect to its Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by each Debtor, each Debtor severally (and not jointly or jointly and severally) agrees with and in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties) as follows:

1. **Definitions.** In this Agreement capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Credit Agreement, and the following terms have the following meanings:

"**Accessions**", "**Account**", "**Certificated Security**", "**Chattel Paper**", "**Consumer Goods**", "**Document of Title**", "**Equipment**", "**Financial Asset**", "**Futures Account**", "**Futures Contract**", "**Futures Intermediary**", "**Goods**", "**Instrument**", "**Intangible**", "**Inventory**", "**Investment Property**", "**Money**", "**Proceeds**", "**Securities Account**", "**Securities Intermediary**", "**Security**", "**Security Certificate**", "**Security Entitlement**", and "**Uncertificated Security**" have the meanings given to them in the PPSA.

"**Agent**" means Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent under the Credit Agreement, or any successor administrative agent appointed pursuant to the Credit Agreement.

"**Agreement**" means this Canadian pledge and security agreement, including the exhibits and recitals to this agreement, the Supplements and the Schedules, as it or they may be amended, supplemented, restated, amended and restated, replaced or modified from time to time, and the

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expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

“**Books and Records**” means, with respect to any Debtor, all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Personal Property of such Debtor which are at any time owned by such Debtor or to which such Debtor (or any Person on such Debtor’s behalf) has access.

“**Business**” means the exploration, development and operation of diamond deposits and diamond mines and the polishing, sorting, marketing and wholesale sale of diamonds.

“**Capital Stock**” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing.

“**Collateral**” means, with respect to any Debtor, any and all and any part of each Debtor’s present and after acquired personal property, including all of the present and future:

- (a) undertaking;
- (b) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement);
- (c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property); and
- (d) without limiting the generality of the foregoing, all right, title and interest in and to any and all mineral claims, mining rights, mining claims (whether patented or unpatented), mining leases (including the leasehold or other interest created pursuant to any such mining lease and all rights or options of the lessee under each such mining lease to purchase or acquire the leasehold estate of the landlord or any right or option of termination, renewal, extension or first offer or first refusal for the same), including, without limitation, those described in Schedule B to this Agreement,

of such Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which such Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by

such Debtor, and all Proceeds of any of the foregoing, wherever located; provided, however, that the term "Collateral" shall not include any Excluded Assets

"Contracts" means, with respect to any Debtor, all contracts and agreements to which such Debtor is at any time a party or pursuant to which such Debtor has at any time acquired rights, and includes (i) all rights of such Debtor to receive money due and to become due to it in connection with a contract or agreement, (ii) all rights of such Debtor to damages arising out of, or for breach or default with respect to, a contract or agreement, and (iii) all rights of such Debtor to perform and exercise all remedies in connection with a contract or agreement.

"Debtors" means the Persons executing a signature page to this Agreement as a "Debtor" and any other Person which hereafter delivers a Supplement in the capacity of a "Debtor", and **"Debtor"** means any one of them.

"Exhibits" means the exhibits to this Agreement.

"Insurance" means any and all insurance policies covering any or all of any other Collateral (regardless of whether the Agent is the loss payee or an additional insured or named insured thereof).

"Intellectual Property Rights" means, with respect to any Debtor, all industrial and intellectual property rights of such Debtor or in which such Debtor has any right, title or interest, including copyrights, patents, inventions (whether or not patented or patentable), trade-marks, tradenames, get-up trade dress and other business indicia, industrial designs, integrated circuit topographies, know how, processes, business methods, methods of production, scientific and technical information and data and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all Contracts related to any such industrial and intellectual property rights.

"Issuer" has the meaning given to that term in the STA.

"Permits" means, with respect to any Debtor, all permits, licences, waivers, exemptions, consents, certificates, authorizations, approvals, franchises, rights-of-way, easements and entitlements that such Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.

"Personal Property" means personal property and includes Accounts, Chattel Paper, Documents of Title, Financial Assets, Equipment, Goods, Instruments, Insurance, Intangibles, Inventory, Investment Property, Money and Pledged Indebtedness.

"Pledged Certificated Securities" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Certificated Security.

"Pledged Futures Accounts" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Account.

"Pledged Futures Contracts" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Contract.

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“Pledged Futures Intermediary” means, at any time, any Person which is at such time is a Futures Intermediary at which a Pledged Futures Account is maintained.

“Pledged Futures Intermediary’s Jurisdiction” means, with respect to any Pledged Futures Intermediary, its jurisdiction as determined under section 7.1(4) of the PPSA.

“Pledged Indebtedness” means any and all and any part of present and future Indebtedness owed to any Debtor by any Person.

“Pledged Issuer” means, with respect to any Debtor at any time, any Person which is an Issuer of, or with respect to, any Pledged Shares of such Debtor at such time.

“Pledged Issuer’s Jurisdiction” means, with respect to any Pledged Issuer, its jurisdiction as determined under section 44 of the STA.

“Pledged Securities” means, with respect to any Debtor, any and all issued and outstanding Capital Stock held by such Debtor on the date hereof (including of each issuer set forth on the Schedules hereto) or hereafter acquired, together with all rights, privileges, authority and powers of such Debtor relating to such Capital Stock in each issuer of such Capital Stock or under any Organizational Document of each such issuer, and the certificates, instruments and agreements representing such Capital Stock and any and all interest of such Debtor in the entries on the books of any financial intermediary pertaining to such Capital Stock, and including all Capital Stock issued in respect of any of the foregoing upon any consolidation, amalgamation or merger.

“Pledged Securities Accounts” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Securities Account.

“Pledged Securities Intermediary” means, at any time, any Person which is at such time a Securities Intermediary at which a Pledged Securities Account is maintained.

“Pledged Securities Intermediary’s Jurisdiction” means, with respect to any Pledged Securities Intermediary, its jurisdiction as determined under section 45(2) of the STA.

“Pledged Security Certificates” means, with respect to any Debtor, any and all certificates representing the Pledged Securities of such Debtor.

“Pledged Security Entitlements” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Security Entitlement.

“Pledged Shares” means, with respect to any Debtor, all Pledged Securities and Pledged Security Entitlements of such Debtor.

“Pledged Uncertificated Securities” means, with respect to any Debtor, any and all Collateral of such Debtor that is an Uncertificated Security.

“Receiver” means a receiver, a manager, a receiver and manager, interim receiver or similar official for any Debtor.

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“**Release Date**” means the date on which all the Secured Liabilities of each Debtor have been paid and discharged in full in accordance with Section 9.21(a)(i)(B) of the Credit Agreement.

“**Schedules**” means the schedules to this Agreement.

“**Secured Liabilities**” means, with respect to any Debtor, all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of such Debtor to the Secured Parties (or any of them) under, in connection with or with respect to the Loan Documents, and any unpaid balance thereof, including all of the Obligations, together with (a) all Banking Services Obligations and (b) all Secured Hedging Obligations.

“**Security Interests**” means, with respect to any Debtor, the Liens created or granted by such Debtor in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties) under this Agreement.

“**STA**” means the *Securities Transfer Act* (Ontario), including the regulations thereto and related Minister’s Orders; provided that, if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder or under any other Loan Document on the Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction in Canada other than the Province of Ontario, “STA” means the Securities Transfer Act or such other applicable legislation in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“**Supplement**” has the meaning given to that term in Section 40.

“**ULC**” means an Issuer that is an unlimited company, unlimited liability corporation or unlimited liability company or any similar body corporate or other business entity formed under the laws of any jurisdiction whose members, shareholders or other equity holders are, or may at any time become, responsible for any of the obligations of that entity whether such responsibility is to the entity or any creditor of the entity or any other person.

“**ULC Laws**” means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future laws governing ULCs.

“**ULC Shares**” means shares or other equity interests in the capital stock of a ULC.

2. **Entire Agreement.** This Agreement and the other Loan Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and the other Loan Documents.

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3. **Currency Matters.** Unless stated otherwise, all calculations, comparisons, measurements or determinations under this Agreement shall be made in Canadian Dollars. For the purpose of such calculations, comparisons, measurements or determinations, amounts denominated in other currencies shall be converted into the equivalent amount (as such term is used in Section 1.07) of the Credit Agreement) of Canadian Dollars on the date of calculation, comparison, measurement or determination.

4. **Grant of Security Interests.** As general and continuing collateral security for the due payment and performance of its Secured Liabilities, each Debtor pledges, mortgages, charges and grants to the Agent for its own benefit and for the benefit of the other Secured Parties a continuing, specific and fixed security interest in all of such Debtor's right, title and interest in and to its Collateral.

5. **Fixed Nature of Security Interest.** The Security Interests are intended to operate as a fixed and specific charge of all of the Collateral presently existing, and with respect to all future Collateral, to operate as a fixed and specific charge of such future Collateral.

6. **Limitations on Grant of Security Interests.** The Security Interests do not attach to Consumer Goods or extend to the last day of the term of any lease or agreement for lease of real property. Such last day shall be held by the applicable Debtor in trust for the Agent (for its own benefit and for the benefit of the other Secured Parties) and, on the exercise by the Agent of any of its rights or remedies under this Agreement following an Event of Default which is continuing, shall be assigned by such Debtor as directed by the Agent.

7. **Attachment; No Obligation to Advance.** Each Debtor confirms that value has been given by the Secured Parties to such Debtor, that such Debtor has rights in its Collateral existing at the date of this Agreement or the date of any Supplement, as applicable, and that such Debtor and the Agent have not agreed to postpone the time for attachment of the Security Interests to any of the Collateral of such Debtor. The Security Interests with respect to the Collateral of each Debtor created by this Agreement shall have effect and be deemed to be effective whether or not the Secured Liabilities of such Debtor or any part thereof are owing or in existence before or after or upon the date of this Agreement or the date of any Supplement, as applicable. Neither the execution and delivery of this Agreement or any Supplement nor the provision of any financial accommodation by any Secured Party shall oblige any Secured Party to make any financial accommodation or further financial accommodation available to any Debtor or any other Person.

8. **Representations and Warranties.** Each Debtor represents and warrants to the Agent (for its own benefit and for the benefit of the other Secured Parties) that, as of the date of this Agreement and the date of each credit event under Section 4.02 of the Credit Agreement, as applicable:

- (a) **Debtor Information.** All of the information set out in the Schedules and Supplements, as applicable, with respect to such Debtor is accurate and complete.
- (b) **Authority.** Such Debtor has full power and authority to grant to the Agent (for its own benefit and for the benefit of the other Secured Parties) the Security Interests

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granted by such Debtor and to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance does not contravene any of such Debtor's Organizational Documents or any agreement, instrument or restriction to which such Debtor is a party or by which such Debtor or any of its Collateral is bound.

- (c) Security Interest. Each Debtor's Security Interest constitutes a legal, valid and perfected security interest in all of such Debtor's Collateral securing the payment and performance of its Secured Liabilities.
- (d) Necessary Filings/PPSA Matters. All filings, recordings and registrations which are necessary or desirable to preserve, perfect or protect the Security Interests have been made. No further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.
- (e) Consents. Except for any consent that has been obtained and is in full force and effect, no material consent of any Person (including any counterparty with respect to any Contract, any account debtor with respect to any Account, or any Governmental Authority with respect to any Permit) is required, or is purported to be required, for the execution, delivery, performance and enforcement of this Agreement (this representation being given with reference to the exclusions contained in Section 6). For the purposes of complying with any transfer restrictions contained in the Organizational Documents of any Pledged Issuer, such Debtor hereby irrevocably consents to any transfer of such Debtor's Pledged Securities of such Pledged Issuer.
- (f) Execution and Delivery. This Agreement has been duly authorized, executed and delivered by such Debtor and is a valid and binding obligation of such Debtor enforceable against such Debtor in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights, and to the fact that equitable remedies (such as specific performance and injunction) are discretionary remedies.
- (g) No Consumer Goods. Such Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of such Debtor.
- (h) Intellectual Property Rights. The Schedules and Supplements set forth a complete list and a description at the date hereof of all registrations and applications for Intellectual Property Rights owned by each Debtor. Each Debtor owns such Intellectual Property Rights free and clear of any Liens (other than Permitted Liens). Each Debtor owns or licenses all Intellectual Property Rights required to be able to carry on its Business and all material licenses included in such Intellectual Property Rights are in full force and effect.

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- (a) Pledged Certificated Securities. Subject to the final paragraph of Section 4.01 of the Credit Agreement, each Debtor has delivered to the Agent all Pledged Security Certificates evidencing Pledged Securities held by such Debtor as at the date of this Agreement, together with duly executed instruments of transfer or assignment in blank and all other necessary documents and effective endorsements to enable Agent or its agent or nominee, as the Agent may direct, to be registered as the owner of and to transfer or sell or cause to be transferred or sold such Pledged Securities upon any enforcement of the Agent's rights and remedies.
- (b) Pledged Indebtedness. Each Debtor has delivered to the Agent all Instruments evidencing Pledged Indebtedness held by such Debtor as at the date of this Agreement, together with duly executed instruments of transfer or assignment in blank and all other necessary documents and effective endorsements to enable Agent or its agent or nominee, as the Agent may direct, to be registered as the owner of and to transfer or sell or cause to be transferred or sold such Pledged Indebtedness upon any enforcement of the Agent's rights and remedies.
- (c) Partnerships, Limited Liability Companies. The terms of any interest in a partnership or limited liability company that is Collateral of such Debtor expressly provide that such interest is a "security" for the purposes of the STA or the UCC, as applicable.
- (d) Due Authorization. The Pledged Securities of such Debtor have been, where applicable, duly authorized and validly issued and are fully paid and non-assessable.
- (e) Warrants, Options, etc. There are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any Pledged Shares of such Debtor.
- (f) No Required Disposition. There is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which such Debtor would be required to sell, redeem or otherwise dispose of any Pledged Shares of such Debtor or under which any Pledged Issuer has any obligation to issue any Securities of such Pledged Issuer to any Person.
- (g) No Restrictions. Except for restrictions and limitations imposed by the Diavik Joint Venture Agreement, the Ekati Core Zone Joint Venture Agreement the Loan Documents, the Secured Documents (as defined in the Second Lien Notes Indenture) or securities laws generally, or customary restrictions on transfer contained in its Organizational Documents, all of the Pledged Securities are and will continue to be freely transferable and assignable, and none of the Pledged Securities are or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that would prohibit the Secured Parties the pledge of such Pledged Securities

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hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Agent of its rights and remedies hereunder.

9. **Survival of Representations and Warranties.** All representations and warranties made by each Debtor in this Agreement (a) are material, (b) shall be considered to have been relied on by the Secured Parties, and (c) shall survive the execution and delivery of this Agreement and any Supplement or any investigation made at any time by or on behalf of any Secured Party and any disposition or payment of the Secured Liabilities.

10. **Covenants.** Each Debtor covenants and agrees with the Agent (for its own benefit and for the benefit of the other Secured Parties) that:

- (a) **Further Documentation.** Such Debtor shall from time to time, at the expense of such Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests). Such Debtor acknowledges that this Agreement has been prepared based on the existing laws in the Province referred to in the "Governing Law" section of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, such Debtor agrees that the Agent shall have the right to require that this Agreement be amended, supplemented, restated or replaced, and that such Debtor shall immediately on request by the Agent authorize, execute and deliver any such amendment, supplement, restatement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if such Debtor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Agent Liens similar to, and having the same effect as, the Security Interests. Each Debtor hereby irrevocably authorizes the Agent at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings) and amendments thereto that contain the information required by the UCC or the PPSA of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including the filing of a financing statement describing the Collateral as "all assets now owned or hereafter acquired by the Debtor or in which Debtor otherwise has rights" or using words of similar meaning.
- (b) **Maintenance of Records.** Such Debtor shall keep and maintain accurate and complete records of the Collateral of such Debtor, including a record of all payments received and all credits granted with respect to the Accounts and Contracts of such Debtor. At the written request of the Agent, acting reasonably, such Debtor shall mark any Collateral of such Debtor specified by the Agent to evidence the existence of the Security Interests.

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- (c) Right of Inspection. Such Debtor shall permit the Agent and, at the request of the Required Lenders, the Lenders, and their respective representatives and consultants to visit and inspect any of its Collateral, at such reasonable times as the Agent or the Required Lenders, as applicable, may reasonably request upon reasonable prior notice to such Debtor by the Agent, provided that prior to the occurrence of an Event of Default which is continuing, no more than one such visit and inspection shall be permitted in any calendar year and all such visits, inspections, examinations and discussions shall be at the sole cost and expense of the Agent or the Lenders, as applicable. Such inspections shall not interfere with the operations of such Debtor and the persons performing such inspections shall at all times comply with the applicable safety and security rules of such Debtor.
- (d) Limitations on Other Liens. Such Debtor shall not create, incur or permit to exist, and shall use commercially reasonable efforts to defend the Collateral of such Debtor against, and shall take such other action as is reasonably necessary to remove, any and all Liens in and other claims affecting the Collateral of such Debtor, other than the Permitted Liens, and such Debtor shall use commercially reasonable efforts to defend the right, title and interest of the Secured Parties in and to the Collateral of such Debtor against the claims and demands of all Persons.
- (e) Limitations on Dispositions of Collateral. Such Debtor shall not, except as would be permitted by the Credit Agreement, sell, lease or otherwise dispose of any of its Collateral. Following an Event of Default that is continuing, all Proceeds of the Collateral of such Debtor (including all amounts received with respect to Accounts) received by or on behalf of such Debtor, whether or not arising in the ordinary course of such Debtor's business, shall be received by such Debtor as trustee for the Agent and shall be immediately paid to the Agent.
- (f) Maintenance of Collateral. Such Debtor shall maintain and preserve, all of its respective Collateral in all material respects in good repair, working order and condition, as applicable (other than ordinary wear and tear and in the case of casualty or condemnation), maintain, renew and keep in effect all Intellectual Property Rights in all material respects and in material compliance with all applicable laws (except where failure to so comply would not reasonably be expected to have a Material Adverse Effect) and, from time to time, make all needful and proper repairs, renewals, replacements, additions and improvements thereto, so that the Business may be properly and advantageously conducted at all times in accordance with prudent business management, provided that this Section shall not prevent any Debtor from discontinuing, in whole or in part, the operation or the maintenance of any of its properties if such discontinuance is desirable in the conduct of the Business and the Borrower has concluded that such discontinuance could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.
- (g) Insurance. Such Debtor shall keep the Collateral of such Debtor insured in accordance with Section 5.09 of the Credit Agreement.

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- (h) Further Identification of Collateral. Such Debtor shall promptly furnish to the Agent such statements and schedules further identifying and describing the Collateral of such Debtor, and such other reports in connection with the Collateral of such Debtor, as the Agent may from time to time reasonably request.
- (i) Amalgamation, Merger or Consolidation. Except as permitted by the Credit Agreement, such Debtor shall not permit any Pledged Issuer of such Debtor to amalgamate, merge or consolidate unless all of the outstanding capital stock held by such Debtor of the surviving or resulting corporation is, upon such amalgamation, merger or consolidation, pledged under this Agreement, and no cash, securities or other property is distributed with respect to the outstanding shares of any other constituent corporation.
- (j) Agreements re Intellectual Property Rights. Promptly (and in any event within 30 days) after the Agent requests, such Debtor shall authorize, execute, file and deliver any and all agreements, instruments, documents and papers that the Agent may reasonably request to evidence, perfect and record the Security Interests in any such Intellectual Property Rights of such Debtor notified to the Agent in accordance with Section 10(p), including, filings with the Canadian Intellectual Property Office or any successor office or any similar office in any other country, as applicable, and, where applicable, the goodwill of the business of such Debtor connected with the use of, and symbolized by, any such Intellectual Property Rights.
- (k) Instruments; Documents of Title; Chattel Paper. Promptly (and in any event within 30 days) upon receipt thereof, such Debtor shall deliver to the Agent, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Agent may reasonably request, any and all Instruments, Documents of Title and Chattel Paper of such Debtor included in or relating to the Collateral of such Debtor.
- (l) Pledged Certificated Securities. Such Debtor shall promptly (and in any event within 30 days) upon receipt thereof, deliver to the Agent any and all Pledged Security Certificates of such Debtor and other materials as may be required from time to time to provide the Agent with control over all Pledged Certificated Securities of such Debtor in the manner provided under section 23 of the STA. Upon the occurrence of an Event of Default that is continuing, such Debtor shall cause all Pledged Security Certificates (subject, in the case of ULC Shares, to Section 19) of such Debtor to be registered in the name of the Agent or its nominee. If the Pledged Certificated Securities of such Debtor are issued in the predecessor name of such Debtor or the applicable issuer, such Debtor shall, within 30 days after the date hereof, (i) cause the applicable issuer of such Pledged Certificated Securities to issue the Pledged Certificated Securities in the current name of itself and such Debtor (the “**Replacement Certificates**”); and (ii) deliver the Replacement Certificates of such Debtor to the Agent.

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- (m) Partnerships, Limited Liability Companies. Such Debtor shall ensure that the terms of any interest in a partnership or limited liability company that is Collateral of such Debtor shall expressly provide that such interest is a “security” for the purposes of the STA or the UCC, as applicable.
- (n) Transfer Restrictions. If the Organizational Documents of any Pledged Issuer (other than a ULC) restrict the transfer of the Securities of such Pledged Issuer, then such Debtor shall (or, in the case of a Pledged Issuer that is not wholly owned by the Debtor, make commercially reasonable efforts to) deliver to the Agent a certified copy of a resolution of the directors, shareholders, unitholders or partners of such Pledged Issuer, as applicable, consenting to the transfer(s) contemplated by this Agreement, including any prospective transfer of the Collateral of such Debtor by the Agent upon a realization on the Security Interests.
- (o) Mineral Interests. Such Debtor shall ensure that this Agreement, and the first priority Security Interest granted to the Agent (for its own benefit and for the benefit of the other Secured Parties) pursuant to this Agreement, are promptly registered against any material lease, claim or mining register entry relating to the mineral interests of such Debtor. As of the date of this Agreement, a list of all material leases, claims or mining register entries in respect of the Diavik Diamond Mine and the Ekati Buffer Zone is attached as Schedule B.
- (p) Notices. Each Debtor shall advise the Agent promptly (and in any event within 30 days), in reasonable detail, of any:
 - (i) change to a Pledged Securities Intermediary’s Jurisdiction, Pledged Issuer’s Jurisdiction or Pledged Future Intermediary’s Jurisdiction;
 - (ii) merger, consolidation or amalgamation of such Debtor with any other Person;
 - (iii) acquisition of any right, title or interest in a Material Real Estate Asset by such Debtor;
 - (iv) acquisition of any Intellectual Property Rights which are the subject of a registration or application with any governmental intellectual property or other governing body or registry, and which are material to such Debtor’s business;
 - (v) acquisition of any Instrument, Document of Title or Chattel Paper;
 - (vi) Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral which is material to such Debtor’s business; or
 - (vii) occurrence of any event, claim or occurrence that could reasonably be expected to have a Material Adverse Effect on the value of the Collateral of such Debtor or on the Security Interests.

Such Debtor shall not effect or permit any of the changes referred to in clauses (ii) through (iv) above unless all filings are made and all other actions taken that are required within the time period required under applicable laws in order for the Agent to continue at all times following such change to have a valid and perfected first priority Security Interest with respect to all of the Collateral of such Debtor, subject to Permitted Liens.

- (q) Changes and Other Names. It shall not, without giving 30 days prior written notice to the Agent, (i) change its name nor add a French form of name as it appears in official filings in the jurisdiction of its organization; (ii) change its registered office, head office, chief executive office, places of business, domicile, corporate offices or warehouses or locations at which any Collateral is held or stored, or the physical location of its books and records; (iii) change the type of entity that it is; or (iv) change its jurisdiction of incorporation or organization. It shall, at its own expense, promptly upon any change described in this Section 10(q) taking effect provide such further documents or instruments required by the Agent as may be necessary or desirable to confirm or perfect the Security Interest and the priority accorded to the Agent by law or under this Agreement.

11. Rights before Default. Until the occurrence of an Event of Default and subject to the terms of this Agreement, each Debtor shall be entitled to deal with the Collateral in accordance with the Credit Agreement, provided that no such action shall be taken which would impair the effectiveness of the Security Interests or materially impair the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement, any other Loan Document, any other written agreement between the Agent and any Debtor. Upon the occurrence of an Event of Default, each Debtor shall and shall be deemed to hold all Proceeds in trust, separate and apart from other property, for the benefit of the Agent, until all amounts owing by Debtors to the Secured Parties have been paid in full.

12. Pledged Shares.

- (a) Voting Rights. Unless an Event of Default has occurred and is continuing, each Debtor shall be entitled to exercise all voting power from time to time exercisable with respect to the Pledged Shares of such Debtor and give consents, waivers and ratifications with respect thereto; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which would be, or would have a reasonable likelihood of being, materially prejudicial to the interests of the Secured Parties or which would have the effect of imposing any restriction on the transferability of any of the Collateral of such Debtor. Unless an Event of Default has occurred and is continuing, the Agent shall, from time to time at the request and expense of the applicable Debtor, execute or cause to be executed, with respect to all Pledged Securities of such Debtor that are registered in the name of the Agent or its nominee, valid proxies appointing such Debtor as its (or its nominee's) proxy to attend, vote and act for and on behalf of the Agent or such nominee, as the case may be, at any and all meetings of the applicable Pledged Issuer's shareholders or debt holders, all Pledged Securities that are registered in the name of the Agent or such nominee, as the case may be, and to execute and

deliver, consent to or approve or disapprove of or withhold consent to any resolutions in writing of shareholders or debt holders of the applicable Pledged Issuer for and on behalf of the Agent or such nominee, as the case may be. Immediately upon the occurrence and during the continuance of any Event of Default, all such rights of the applicable Debtor to vote and give consents, waivers and ratifications shall cease and the Agent or its nominee shall be entitled to exercise all such voting rights and to give all such consents, waivers and ratifications.

- (b) Dividends; Interest. Unless an Event of Default has occurred and is continuing, each Debtor shall be entitled to receive any and all cash dividends, interest, principal payments and other forms of cash distribution on the Pledged Shares of such Debtor which it is otherwise entitled to receive, but any and all stock and/or liquidating dividends, distributions of property, returns of capital or other distributions made on or with respect to the Pledged Shares of such Debtor, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of any Pledged Issuer of such Debtor or received in exchange for such Pledged Shares or any part thereof or as a result of any amalgamation, merger, consolidation, acquisition or other exchange of property to which any Pledged Issuer of such Debtor may be a party or otherwise, and any and all cash and other property received in exchange for any Pledged Shares of such Debtor shall be and become part of the Collateral of such Debtor subject to the Security Interests and, if received by such Debtor, shall forthwith be delivered to the Agent or its nominee (accompanied, if appropriate, by proper instruments of assignment and/or stock powers of attorney executed by such Debtor in accordance with the Agent's instructions) to be held subject to the terms of this Agreement; and if any of the Pledged Security Certificates have been registered in the name of the Agent or its nominee, the Agent shall execute and deliver (or cause to be executed and delivered) to such Debtor all such dividend orders and other instruments as such Debtor may request for the purpose of enabling such Debtor to receive the dividends, distributions or other payments which such Debtor is authorized to receive and retain pursuant to this Section. If an Event of Default has occurred and is continuing, all rights of such Debtor pursuant to this Section shall cease and the Agent shall have the sole and exclusive right and authority to receive and retain the cash dividends, interest, principal payments and other forms of cash distribution which such Debtor would otherwise be authorized to retain pursuant to this Section. Any money and other property paid over to or received by the Agent pursuant to the provisions of this Section shall be retained by the Agent as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement.
- (c) Agent's Rights. Upon the occurrence of an Event of Default that is continuing, all of the Debtors' rights pursuant to Sections 12(a) and 12(b) shall cease and the Agent may enforce any Debtor's rights with respect to the Pledged Shares held by such Debtor. Upon an Event of Default that is continuing, such Debtor shall and shall be deemed to hold all Pledged Shares not under the control of the Agent in trust, separate and apart from other property and assets of such Debtor, for the

benefit of the Agent until the termination of the commitments in respect of all Secured Liabilities and the payment in full of all Secured Liabilities, and shall forthwith transfer control of such Pledged Shares to the Agent, or its nominee or agent, as the Agent may direct. The Agent and its nominee shall not have any duty of care with respect to the Pledged Shares other than to use the same care in the custody and preservation of the Pledged Shares as it would with its own property. The Agent or its nominee may take no steps to defend or preserve any Debtor's rights against the claims or demands of others. The Agent or its nominee, however, shall use reasonable efforts to give the applicable Debtor notice of any claim or demand of which it becomes aware to permit such Debtor to have a reasonable opportunity to defend or contest the claim or demand.

13. **Rights on Event of Default.** If an Event of Default has occurred that is continuing, then and in every such case all of the Secured Liabilities shall, at the Agent's option and without notice to any Debtor, become immediately due and payable and the Security Interests of each Debtor shall become enforceable and the Agent, in addition to any rights now or hereafter existing under applicable law may, personally or by agent, at such time or times as the Agent in its discretion may determine and in accordance with the Credit Agreement, do any one or more of the following:

- (a) **Rights under PPSA, etc.** Exercise against any or all Debtors all of the rights and remedies granted to secured parties under the PPSA and any other applicable law, or otherwise available to the Agent by contract, at law or in equity.
- (b) **Demand Possession.** Demand possession of any or all of the Collateral of any or all Debtors, in which event each such Debtor shall, at the expense of such Debtor, immediately cause the Collateral of such Debtor designated by the Agent to be assembled and made available or delivered to the Agent at any place designated by the Agent.
- (c) **Take Possession.** Enter on any premises where any Collateral of any or all Debtors is located and take possession of, disable or remove such Collateral by any method permitted by law.
- (d) **Deal with Collateral.** Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral of any or all Debtors for such time and on such terms as the Agent may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person with respect to any of the Collateral of any or all Debtors.
- (e) **Carry on Business.** Carry on, or concur in the carrying on of, any or all of the business or undertaking of any or all Debtors and enter on, occupy and use (without charge by such Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, any or all Debtors.

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- (f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral of any or all Debtors in such manner, on such terms and conditions and at such times as the Agent deems advisable.
- (g) Dispose of Collateral. Realize on any or all of the Collateral of any or all Debtors and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral of any or all Debtors (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Agent or elsewhere, with or without advertising or other formality, except as required by applicable law, on such terms and conditions as the Agent may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.
- (h) Court-Approved Disposition of Collateral. Obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral of any or all Debtors.
- (i) Purchase by Agent. At any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral of any or all Debtors offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Collateral without any further accountability to any Debtor or any other Person with respect to such holding, retention, sale or other disposition, except as required by law. In any such sale to the Agent, the Agent may, for the purpose of making payment for all or any part of the Collateral of any Debtor so purchased, use any claim for any or all of the Secured Liabilities of such Debtor then due and payable to it as a credit against the purchase price.
- (j) Collect Accounts. Notify (whether in its own name or in the name of any Debtor) the account debtors under any Accounts of any or all Debtors of the assignment of such Accounts to the Agent and direct such account debtors to make payment of all amounts due or to become due to any or all Debtors with respect to such Accounts directly to the Agent and, upon such notification and at the expense of any such Debtor, enforce collection of any such Accounts, and adjust, settle or compromise the amount or payment of such Accounts, in such manner and to such extent as the Agent deems appropriate in the circumstances.
- (k) Transfer of Collateral. Transfer any Collateral of any or all Debtors that is Pledged Shares into the name of the Agent or its nominee.
- (l) Voting. Vote with respect to any or all of the Pledged Shares of any or all Debtors (whether or not transferred to the Agent or its nominee) and give or withhold all consents, waivers and ratifications with respect thereto and otherwise act with respect thereto as though it were the outright owner thereof.
- (m) Exercise Other Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Collateral of any or all Debtors that is Pledged Shares as if the Agent were the absolute owner of such Pledged Shares.

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- (n) Dealing with Contracts and Permits. Deal with any and all Contracts and Permits of any or all Debtors to the same extent as any such Debtor might (including the enforcement, realization, sale, assignment, transfer, and requirement for continued performance), all on such terms and conditions and at such time or times as may seem advisable to the Agent.
- (o) Payment of Liabilities. Pay any liability secured by any Lien against any Collateral of any or all Debtors. Each such Debtor shall immediately on demand reimburse the Agent for all such payments and, until paid, any such reimbursement obligation shall form part of the Secured Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.
- (p) Borrow and Grant Liens. Borrow money for the maintenance, preservation or protection of any Collateral of any or all Debtors or for carrying on any of the business or undertaking of any or all Debtors and grant Liens on any Collateral of any or all Debtors (in priority to the Security Interests of any or all Debtors or otherwise) as security for the money so borrowed. Each such Debtor shall immediately on demand reimburse the Agent for all such borrowings and, until paid, any such reimbursement obligations shall form part of the Secured Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.
- (q) Appoint Receiver. Appoint by instrument in writing one or more Receivers of any or all Debtors or any or all of the Collateral of any or all Debtors with such rights, powers and authority (including any or all of the rights, powers and authority of the Agent under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable law, any Receiver appointed by the Agent shall (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of any such Debtor and not of the Agent or any of the other Secured Parties.
- (r) Court-Appointed Receiver. Obtain from any court of competent jurisdiction an order for the appointment of a Receiver of any or all Debtors or of any or all of the Collateral of any or all Debtors.
- (s) Consultants. Require any or all Debtors to engage a consultant of the Agent's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of each such Debtor and its agents and employees, including unrestricted access to the premises of each such Debtor and the Books and Records of each such Debtor; all reasonable fees and expenses of such consultant shall be for the account of each such Debtor and each such Debtor hereby authorizes any such consultant to report directly to the Agent and to disclose to the Agent any and all information obtained in the course of such consultant's employment.

The Agent may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on any Debtor or any other Person, and each Debtor hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the above rights or remedies shall be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Each Debtor acknowledges and agrees that any action taken by the Agent hereunder following the occurrence and during the continuance of an Event of Default shall not be rendered invalid or ineffective as a result of the curing of the Event of Default on which such action was based.

14. **Waivers and Extensions by the Agent.** The Agent may waive default or any breach by any Debtor of any of the provisions contained in this Agreement pursuant to and subject to the terms of the Credit Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of any Secured Party shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of any Debtor or the rights of any Secured Party resulting therefrom. Any such waiver must be in writing and signed by the Agent and other Secured Parties as required pursuant to the terms of the Credit Agreement to be effective. The Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with any Debtor's guarantors or sureties and others and with the Collateral and other securities as the Agent may see fit without prejudice to the liability of such Debtor to the Secured Parties, or the Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Agent to any Debtor shall operate as a waiver, alteration or amendment of the rights of the Agent or otherwise preclude the Agent from enforcing such rights.

15. **Realization Standards.** Each Debtor acknowledges and agrees that, to the extent notice of sale or other disposition of the Collateral or any part thereof shall be required by law, fifteen (15) days' prior notice to such Debtor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. No notification need be given to any Debtor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition. To the extent that applicable law imposes duties on the Agent to exercise remedies in a commercially reasonable manner and without prejudice to the ability of the Agent to dispose of the Collateral in any such manner, each Debtor acknowledges and agrees that it is not commercially unreasonable for the Agent to (or not to) (a) incur expenses reasonably deemed significant by the Agent to prepare the Collateral of such Debtor for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) fail to obtain third party consents for access to the Collateral of such Debtor to be disposed of, (c) fail to exercise collection remedies against account debtors or other Persons obligated on the Collateral of such Debtor or to remove Liens against the Collateral of such Debtor, (d) exercise collection remedies against account debtors and other Persons obligated on the Collateral of such Debtor directly or through the use of collection agencies and other collection specialists, (e) dispose of Collateral of such Debtor by way of public auction, public tender or private contract, with or without advertising

and without any other formality, (f) contact other Persons, whether or not in the same business of such Debtor, for expressions of interest in acquiring all or any portion of the Collateral of such Debtor, (g) hire one or more professional auctioneers to assist in the disposition of the Collateral of such Debtor, whether or not such Collateral is of a specialized nature or an upset or reserve bid or price is established, (h) dispose of the Collateral of such Debtor by utilizing internet sites that provide for the auction of assets of the types included in such Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (i) dispose of assets in wholesale rather than retail markets, (j) disclaim disposition warranties, such as title, possession or quiet enjoyment, (k) purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of the Collateral of such Debtor or to provide to the Agent a guaranteed return from the collection or disposition of such Collateral, (l) to the extent deemed appropriate by the Agent, obtain the services of other brokers, investment bankers, consultants and other professionals, as is reasonably necessary, to assist the Agent in the collection or disposition of any of the Collateral of such Debtor, (m) dispose of Collateral of such Debtor in whole or in part, (n) dispose of Collateral of such Debtor to a customer of the Agent, (o) establish an upset or reserve bid price with respect to Collateral of such Debtor and (p) accept an assignment of any Collateral in lieu of foreclosure.

16. **Grant of Licence.** For the purpose of enabling the Agent to exercise its rights and remedies under this Agreement when the Agent is entitled to exercise such rights and remedies upon the occurrence and during the continuance of an Event of Default, and for no other purpose, each Debtor grants to the Agent an irrevocable (during the term of this Agreement), non-exclusive licence (exercisable without payment of royalty or other compensation to such Debtor) to use or sublicense any or all of the Intellectual Property Rights of such Debtor, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same. For any trade-marks, tradenames, get up and trade dress and other business indicia, such licence includes an obligation on the part of the Agent to maintain the standards of quality with respect to products and/or services maintained by such Debtor or, in the case of trade-marks, tradenames, get-up and trade dress or other business indicia licensed to such Debtor, the standards of quality with respect to products and/or services imposed upon such Debtor by the relevant licence, and such Debtor shall have a right to inspect any such services and/or products to monitor compliance with such standards. For copyright works, such licence shall include the benefit of any waivers of moral rights and similar rights.

17. **Sale of Pledged Investment Property.** Without limiting the generality of Section 13(g), each Debtor acknowledges that when disposing of any Investment Property, the Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. Each Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and,

notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

18. **Securities Laws.** The Agent is authorized, in connection with any offer or sale of any Pledged Shares of any Debtor, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Requirements of Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. In addition to and without limiting Section 15, each Debtor further agrees that compliance with any such limitation or restriction shall not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Agent shall not be liable or accountable to such Debtor for any discount allowed by reason of the fact that such Pledged Shares are sold in compliance with any such limitation or restriction. If the Agent chooses to exercise its right to sell any or all Pledged Shares of any Debtor, upon written request, such Debtor shall cause each applicable Pledged Issuer to furnish to the Agent all such information as the Agent may request in order to determine the number of shares and other instruments included in the Collateral of such Debtor which may be sold by the Agent in exempt transactions under any laws governing securities, and the rules and regulations of any applicable securities regulatory body thereunder, as the same are from time to time in effect.

19. **ULC Shares.** Notwithstanding any other provision in this Agreement or any other document or agreement among all or some of the parties hereto, to the extent that any ULC Shares constitute Collateral, each Debtor thereof is the sole registered and beneficial holder of any such ULC Shares and will remain so until such time as such ULC Shares are effectively transferred into the name of the Agent, any other Secured Party or any other person on the books and records of the issuer of such pledged ULC Shares. Accordingly, each such Debtor shall be entitled to receive and retain for its own account any dividends, property or other distributions, if any, in respect of such ULC Shares (except insofar as the Debtor has granted a security interest in such dividends, property or other distributions, and any shares which are ULC Shares shall be delivered to the Agent to hold as Collateral hereunder) and shall have the right to vote such ULC Shares and to control the direction, management and policies of the issuer of such ULC Shares to the same extent as the Debtor would if such ULC Shares were not pledged to the Agent pursuant to this Agreement. Nothing in this Agreement, the Credit Agreement, any Loan Document or any other document or agreement among all or some of the parties hereto is intended to, and nothing in this Agreement, the Credit Agreement, any Loan Document or any other document or agreement among all or some of the parties hereto shall constitute the Agent nor any other Secured Party as a member, shareholder or other equity holder for the purposes of ULC Laws or provide to them the right to obtain any other indicia of ownership of any ULC until such time as notice is given to the Debtor and further steps are taken thereunder so as to register the Agent, or

any other person as holder of Collateral which are ULC Shares. No provision in this Agreement (except this Section 19) or actions taken by the Agent pursuant to this Agreement which might provide or be deemed to provide otherwise, in whole or in part, shall, without the express written consent of the Agent, apply in respect of ULC Shares. To the extent any provision hereof or of any other document or agreement would have the effect of constituting the Agent, any other Secured Party, or any other person as a shareholder or member of an issuer of ULC Shares for the purposes of the ULC Laws prior to such time, such provision shall be severed herefrom or therefrom and ineffective with respect to the Collateral which are ULC Shares without otherwise invalidating or rendering unenforceable this Agreement or such other agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral which is not ULC Shares. Notwithstanding anything contained herein, in the Credit Agreement or any other Collateral Document to the contrary (except to the extent, if any, that the Agent, the Secured Parties or any of their successors or assigns hereafter expressly becomes a registered member or shareholder of a ULC), neither the Agent, the Secured Parties nor any of their respective successors or assigns shall be deemed to have assumed or otherwise become liable for any debts or obligations of any ULC. For the avoidance of doubt, and except as otherwise provided in the last sentence of this Section 19, no provision of this Agreement or actions taken by the Agent pursuant to this Agreement shall apply, or be deemed to apply, so as to cause the Agent or any other Secured Party to be, and the Agent and each other Secured Party shall not be or be deemed to be or entitled to, and no Debtor shall cause or permit the Agent or any other Secured Party to:

- (a) be registered as a shareholder, member or other equity holder, or apply to be registered as a shareholder, member or other equity holder, of any ULC;
- (b) have a notation, or request or assent to a notation, being entered in its favour in the share or equity register in respect of ULC Shares;
- (c) be held out, or hold itself out, as a shareholder, member or other equity holder of any ULC;
- (d) receive, directly or indirectly, any dividends, property or other distributions from such ULC by reason of the Agent or any other Secured Party holding a security interest in such ULC; or
- (e) act or purport to act as a shareholder, member or other equity holder of any ULC, or obtain, exercise or attempt to exercise any rights of a shareholder, member or other equity holder, including the right to attend a meeting of, or to vote any ULC Shares or to be entitled to receive or receive any dividend, property or other distribution in respect of ULC Shares.

The foregoing limitation shall not restrict the Agent from exercising the rights which it is entitled to exercise hereunder in respect of any ULC Shares constituting Collateral at any time that the Agent shall be entitled to realize on all or any portion of the Collateral and upon notice being given of the intention to realize upon such Collateral and in the course of exercising upon such Collateral on the occurrence of an Event of Default that is continuing.

20. **Application of Proceeds.** Any amounts received on account of the Secured Liabilities shall be applied by the Agent pursuant to Section 2.18 of the Credit Agreement.
21. **Continuing Liability of Debtor.** Subject to applicable law, each Debtor shall remain liable for any Secured Liabilities of such Debtor that are outstanding following realization of all or any part of the Collateral of such Debtor and the application of the Proceeds thereof.
22. **Agent's Appointment as Attorney-in-Fact.** Each Debtor constitutes and appoints the Agent and any officer or agent of the Agent, with full power of substitution, as such Debtor's true and lawful attorney-in-fact with full power and authority in the place of such Debtor and in the name of such Debtor or in its own name, from time to time in the Agent's discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Agreement, or to exercise its rights and remedies, provided that such power of attorney shall not be exercised until an Event of Default has occurred. Without limiting the effect of this Section, each Debtor grants the Agent an irrevocable proxy to vote the Pledged Shares of such Debtor and to exercise all other rights, powers, privileges and remedies to which a holder thereof would be entitled (including giving or withholding written consents of shareholders, calling special meetings of shareholders and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Shares of such Debtor on the books and records of a Pledged Issuer or Pledged Securities Intermediary, as applicable), upon the occurrence and during the continuance of an Event of Default. These powers are coupled with an interest and shall not be revoked or terminated until the Release Date. Nothing in this Section affects the right of the Agent as secured party or any other Person on the Agent's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as the Agent or such other Person considers appropriate. Each Debtor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Agent or any of the Agent's sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to the Agent pursuant to this Section.
23. **Performance by Agent of Debtor's Obligations.** Upon the occurrence and during the continuance of an Event of Default, if any Debtor fails to perform or comply with any of the obligations of such Debtor under this Agreement, the Agent may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance shall not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Agent incurred in connection with any such performance or compliance shall be payable by such Debtor to the Agent immediately on demand, and until paid, any such expenses shall form part of the Secured Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.
24. **[Reserved].**
25. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting

the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

26. **Rights of Agent; Limitations on Agent's Obligations.**

- (a) Limitations on Liability of Secured Parties. Neither the Agent nor any other Secured Party shall be liable to any Debtor or any other Person for any failure or delay in exercising any of the rights of such Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral of such Debtor, or to preserve rights against prior parties). Neither the Agent, any other Secured Party, a Receiver, nor any agent thereof (including, in Alberta or British Columbia, any sheriff) is required to take, or shall have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral of any Debtor in its possession. Neither the Agent, any other Secured Party, any Receiver, nor any agent thereof shall be liable for any, and each Debtor shall bear the full risk of all, loss or damage to any and all of the Collateral of such Debtor (including any Collateral of such Debtor in the possession of the Agent, any other Secured Party, any Receiver, or any agent thereof) caused for any reason other than the gross negligence or wilful misconduct of the Agent, such other Secured Party, such Receiver or such agent thereof, as determined by a final non-appealable order of a court of competent jurisdiction.
- (b) Debtors Remain Liable under Accounts and Contracts. Notwithstanding any provision of this Agreement, each Debtor shall remain liable under each of the documents giving rise to the Accounts of such Debtor and under each of the Contracts of such Debtor to observe and perform all the conditions and obligations to be observed and performed by such Debtor thereunder, all in accordance with the terms of each such document and Contract. Neither the Agent nor any other Secured Party shall have any obligation or liability under any Account of any Debtor (or any document giving rise thereto) or Contract of any Debtor by reason of or arising out of this Agreement or the receipt by the Agent of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), neither the Agent nor any other Secured Party shall be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any Account of such Debtor (or any document giving rise thereto) or under or pursuant to any Contract of such Debtor, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account of such Debtor (or any document giving rise thereto) or under any Contract of such Debtor, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.
- (c) Collections on Accounts and Contracts. Each Debtor shall be authorized to, at any time that an Event of Default is not continuing, collect the Accounts of such Debtor and payments under the Contracts of such Debtor in the normal course of

the business of such Debtor and for the purpose of carrying on the same. If required by the Agent at any time following the occurrence of an Event of Default that is continuing, any payments of Accounts of such Debtor or under Contracts of such Debtor, when collected by such Debtor, shall be forthwith (and, in any event, within two Business Days) deposited by such Debtor in the exact form received, duly endorsed by such Debtor to the Agent if required, in a special collateral account maintained by the Agent, and until so deposited, will be held by such Debtor in trust for the Agent, segregated from the other funds of such Debtor. All such amounts while held by the Agent (or by such Debtor in trust for the Agent) and all income with respect thereto shall continue to be collateral security for the Secured Liabilities and shall not constitute payment thereof until applied as hereinafter provided. If an Event of Default has occurred and is continuing, the Agent may apply all or any part of the amounts on deposit with respect to such Debtor in said special collateral account on account of the Secured Liabilities of such Debtor in such order as the Agent may elect. At the Agent's request, such Debtor shall deliver to the Agent any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and the Contracts of such Debtor, including all original orders, invoices and shipping receipts.

- (d) Use of Agents. The Agent may perform any of its rights or duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement.

The Agent shall be deemed to have exercised reasonable care in the custody and preservation of pledged Collateral in its possession if such Collateral is accorded treatment substantially equivalent to that which the Agent, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Agent nor any of the Secured Parties shall have responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Agent or any other Secured Party has or is deemed to have knowledge of such matters or (ii) taking any necessary steps to preserve rights against any person with respect to any Collateral.

27. Dealings by Agent. The Agent shall not be obliged to exhaust its recourse against any Debtor or any other Person or against any other security it may hold with respect to the Secured Liabilities of such Debtor or any part thereof before realizing upon or otherwise dealing with the Collateral of such Debtor in such manner as the Agent may consider desirable. The Agent and the other Secured Parties may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with any Debtor and any other Person, and with any or all of the Collateral of any Debtor, and with other security and sureties, as they may see fit, all without prejudice to the Secured Liabilities of any Debtor or to the rights and remedies of the Agent under this Agreement. The powers conferred on the Agent under this Agreement are solely to protect the interests of the Agent in the Collateral of each Debtor and shall not impose any duty upon the Agent to exercise any such powers.

28. **Communication.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be effectively given if made in accordance with Section 9.01 of the Credit Agreement.
29. **Release of Information.** Each Debtor authorizes the Agent to provide a copy of this Agreement and such other information as may be requested of the Agent (i) to the extent necessary to enforce the Agent's rights, remedies and entitlements under this Agreement, (ii) to any assignee or prospective assignee of all or any part of its Secured Liabilities, and (iii) as required by Requirements of Law.
30. **Expenses; Indemnity; Waiver.**
- (a) Each Debtor hereby agrees that the Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in 9.03(a) of the Credit Agreement as if such section were set out in full herein and references to "the Borrower" therein were references to the Debtors and references to the "Administrative Agent" therein were references to the Agent.
 - (b) Each Debtor shall indemnify the Indemnitees in accordance with Section 9.03(b) of the Credit Agreement as if such section were set out in full herein and references to "the Borrower" therein were references to the Debtors.
 - (c) All amounts due under this Section shall be payable to the Agent for the benefit of the applicable Secured Parties promptly after demand therefor with documented particulars thereof.
 - (d) The indemnifications set out in this Section shall survive the Release Date and the release or extinguishment of the Security Interests.
31. **Release of Debtor.** The Agent shall, without recourse or warranty, release any Debtor and its Collateral in accordance with Section 9.21 of the Credit Agreement.
32. **Additional Security.** This Agreement is in addition to, and not in substitution of, any and all other security previously or concurrently delivered by any Debtor or any other Person to any Secured Party, all of which other security shall remain in full force and effect.
33. **Alteration or Waiver.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Agent and the Debtors. The Secured Parties shall not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of any Debtor to pay the Secured Liabilities of

such Debtor, nor shall the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor shall the acceptance of any payment or other security constitute or create any novation.

34. **Environmental Licence and Indemnity.** Each Debtor hereby grants to the Agent and its employees and agents, upon the occurrence and during the continuation of an Event of Default, an irrevocable and non-exclusive licence, subject to the rights of tenants, to enter any of the premises of such Debtor, upon advance written notice to such Debtor and during regular business hours, to conduct audits, investigations, assessments, sampling, testing and monitoring with respect to hazardous substances or contaminants and to collect, remove and analyze any Hazardous Materials at the cost and expense of such Debtor (which cost and expense shall form part of the Secured Liabilities of such Debtor and shall be payable immediately on demand and secured by the Security Interests created by this Agreement). Other than due to the gross negligence, willful misconduct or bad faith, in the case of indemnification of the Agent, the Agent or, in the case of indemnification of a Secured Party, such Secured Party or its agent, each Debtor shall indemnify the Secured Parties and hold the Secured Parties harmless against and from all losses, costs, damages, penalties, fines and expenses which any Secured Party may sustain, incur or be or become liable at any time whatsoever for by reason of or arising from the past, present or future existence, migration, spill, seepage, escape, leak, emission, clean-up, removal or disposal of any Hazardous Materials on or about any property owned by any Debtor or compliance with Environmental Laws or environmental orders relating thereto, including any investigation, assessment, delineation, monitoring, clean-up, decommissioning, reclamation, closure, restoration or remediation of any premises owned by such Debtor or other affected lands or property. This indemnification shall survive the Release Date.

35. **Amalgamation.** If any Debtor is a corporation, such Debtor acknowledges that if it amalgamates or merges with any other corporation or corporations, then (i) the Collateral and the Security Interests of such Debtor shall extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired in each case that constitutes Collateral, (ii) the term "Debtor", where used in this Agreement, shall extend to and include the amalgamated corporation, and (iii) the term "Secured Liabilities", where used in this Agreement, shall extend to and include the Secured Liabilities of the amalgamated corporation.

36. **Governing Law; Attornment.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that province. Without prejudice to the ability of the Agent to enforce this Agreement in any other proper jurisdiction, each Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by applicable law, each Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.

37. **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is

disjunctive; the word “and” is conjunctive. The word “shall” is mandatory; the word “may” is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement, Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Security Interest to any Permitted Lien. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

38. **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Agent (for its own benefit and for the benefit of the other Secured Parties) under the Credit Agreement. If any act or omission of any or all Debtors is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve any or all Debtors from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

39. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding on, each Debtor and its successors and permitted assigns, and shall enure to the benefit of, and be binding on, the Agent and its successors and assigns. No Debtor may assign this Agreement, or any of its rights or obligations under this Agreement. The Agent may assign this Agreement and any of its rights and obligations hereunder to any Person that replaces it in its capacity as such in accordance with the Credit Agreement.

40. **Additional Debtors.** Additional Persons may from time to time after the date of this Agreement become Debtors under this Agreement by executing and delivering to the Agent a supplemental agreement (together with all schedules thereto, a “**Supplement**”) to this

Agreement, in substantially the form attached hereto as Exhibit A. Effective from and after the date of the execution and delivery by any Person to the Agent of a Supplement:

- (a) such Person shall be, and shall be deemed for all purposes to be, a Debtor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interests, as if such Person had been an original signatory to this Agreement as a Debtor; and
- (b) all Collateral of such Person shall be subject to the Security Interest from such Person as security for the due payment and performance of the "Secured Liabilities" of such Person in accordance with the provisions of this Agreement.

The execution and delivery of a Supplement by any additional Person shall not require the consent of any Debtor and all of the Secured Liabilities of each Debtor and the Security Interests granted thereby shall remain in full force and effect, notwithstanding the addition of any new Debtor to this Agreement.

41. **Acknowledgment of Receipt/Waiver.** Each Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement or financing change statement registered in connection with this Agreement or any verification statement issued with respect to any such financing statement or financing change statement.

42. **Enforcement by Agent.** This Agreement and the Security Interests may be enforced only by the action of the Agent acting on behalf of the Secured Parties and no other Secured Party shall have any rights individually to enforce or seek to enforce this Agreement or any of the Security Interests, it being understood and agreed that such rights and remedies may be exercised by the Agent for the benefit of the Secured Parties upon the terms of this Agreement.

43. **Electronic Signature and Counterparts.** Delivery of an executed signature page to this Agreement by any Debtor by facsimile or other electronic form of transmission shall be as effective as delivery by such Debtor of a manually executed copy of this Agreement by such Debtor. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

44. **Intercreditor Agreement Governs.** Notwithstanding anything herein to the contrary, the priority of the Security Interests granted to the Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Agent are subject to the provisions of the Intercreditor Agreement and any other acceptable intercreditor agreement. In the event of any conflict between the provisions of the Intercreditor Agreement or any other acceptable intercreditor agreement, on the one hand, and this Agreement, on the other hand, with respect to the priority of any liens and security interests and the exercise of rights and remedies, the provisions of such intercreditor agreement or other acceptable intercreditor agreement, as applicable, shall govern and control.

[signatures on the next following pages]

IN WITNESS WHEREOF each of the undersigned have caused this Agreement to be duly executed as of the date first written above.

NORTHWEST ACQUISITIONS ULC, as a Debtor

By: _____

Name:
Title:

By: _____

Name:
Title:

DOMINION DIAMOND CORPORATION,
as a Debtor

By: _____

Name:

Title:

By: _____

Name:

Title:

DOMINION DIAMOND HOLDINGS LTD.,
as a Debtor

By: _____

Name:

Title:

By: _____

Name:

Title:

**DOMINION DIAMOND NY
CORPORATION, as a Debtor**

By: _____

Name:

Title:

By: _____

Name:

Title:

**DOMINION DIAMOND EKATI
CORPORATION, as a Debtor**

By: _____

Name:

Title:

By: _____

Name:

Title:

6355137 CANADA INC., as a Debtor

By: _____

Name:

Title:

By: _____

Name:

Title:

**DOMINION DIAMOND DIAVIK
LIMITED PARTNERSHIP, by its general
partner DOMINION DIAMOND
HOLDINGS LTD., as a Debtor**

By: _____

Name:

Title:

By: _____

Name:

Title:

**DOMINION DIAMOND DELAWARE
COMPANY LLC, as a Debtor**

By: _____

Name:

Title:

By: _____

Name:

Title:

NORTHWEST ACQUISITIONS PLEDGE
B.V., as a Debtor

By: _____

Name:

Title:

By: _____

Name:

Title:

Accepted and agreed to as of the date first written above.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, AS ADMINISTRATIVE AGENT**

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE A-1

DEBTOR INFORMATION

1. **Full legal name:** Northwest Acquisitions ULC

Prior names: Nil.

Predecessor companies: Nil

Jurisdiction of incorporation or organization: British Columbia

Address of chief executive office: 101 International Drive, Missoula, Montana, USA,
59808

Address of registered office: Suite 2600, Three Bentall Centre, 595 Burrard Street, P.O.
Box 49314, Vancouver, BC, V7X 1L3, Canada

Provinces where business is carried on or tangible Personal Property is kept: British
Columbia

Addresses of all owned real property: Nil.

Addresses of all leased real property: Nil.

Subsidiaries of the Debtor: See attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil.

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Dominion Diamond Corporation	81,913,959 Common Shares	100% of Common Shares	DDC 00422	Vancouver

Pledged Securities Accounts: Nil.

Pledged Uncertificated Securities: Nil.

Pledged Futures Accounts: Nil.

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Registered trade-marks and applications for trademark registrations: Nil.

Patents and patent applications: Nil.

Copyright registrations and applications for copyright registrations: Nil.

Industrial designs/registered designs and applications for registered designs: Nil.

2. Full legal name: Dominion Diamond Corporation

Prior names: See attached Schedule A-1A.

Predecessor companies: See attached Schedule A-1A.

Jurisdiction of incorporation or organization: Canada

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada
T2P 1T1

Address of registered office: 1090 Don Mills Road, Suite 506, Toronto, Ontario, M3C 3R6

Provinces where business is carried on or tangible Personal Property is kept: Northwest Territories, Ontario, Alberta

Addresses of all owned real property: None

Addresses of all leased real property: None

Subsidiaries of the Debtor: see attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Dominion Diamond Holdings Ltd.	46,004,716 Class A shares 142,002 Class A	100% of Class A shares	16, 17	Vancouver

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	shares			
Dominion Diamond Holdings Ltd.	1,000 Special Voting shares	100% of Special Voting shares	SV4	Vancouver

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: See Schedule C

Patents and patent applications: See Schedule C

Copyright registrations and applications for copyright registrations: See Schedule C

Industrial designs/registered designs and applications for registered designs: See Schedule C

3. Full legal name: Dominion Diamond Holdings Ltd.

Prior names: Aber Diamond Mines Ltd., Harry Winston Diamond Mines Ltd.

Predecessor companies: None

Jurisdiction of incorporation or organization: Northwest Territories

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: Suite 802, 5201 – 50th Avenue, Yellowknife, NT, X1A 3S9, Canada

Provinces where business is carried on or tangible Personal Property is kept:

Northwest Territories, Alberta

Addresses of all owned real property: 3502 McDonald Drive, Unit 3, Yellowknife, Northwest Territories, Canada, X1A 2H1

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3502 McDonald Drive, Unit 7, Yellowknife,
Northwest Territories, Canada, X1A 2H1

Addresses of all leased real property: None

Subsidiaries of the Debtor: See attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
6355137 Canada Inc.	289,294 Common shares 10,000 Common shares	100% of Common shares	C-7, C-8	Vancouver
Dominion Diamond Diavik Limited Partnership	255,485,148.387 Partnership Units	~ 99% of Partnership Units	N/A	Vancouver
Dominion Diamond Diavik Limited Partnership	1 General Partner Interest	100% of General Partner Interest	N/A	Vancouver
Dominion Diamond NY Corporation	1,007,682 Common shares	100% of Common shares	C-14	Vancouver
Dominion Diamond Ekati Corporation	261,974 Class B Preferred shares	100% of Class B Preferred shares	BP-1	Vancouver

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

- 5 -

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Dominion Diamond NY Corporation

Prior names: Aber Fifth Avenue Corporation, Harry Winston Fifth Avenue Corporation

Predecessor companies: None

Jurisdiction of incorporation or organization: Canada

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: 1090 Don Mills Road, Suite 506, Toronto, Ontario, M3C 3R6

Provinces where business is carried on or tangible Personal Property is kept: Ontario, Alberta

Addresses of all owned real property: None

Addresses of all leased real property: None

Subsidiaries of the Debtor: Dominion Diamond Delaware Company LLC; see attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Dominion Diamond Delaware Company LLC	All Class A and Class B Membership Interest	100% of Class A and Class B Membership Interest	3 (Class A) 3 (Class B)	New York

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Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Dominion Diamond Delaware Company LLC

Prior names: HWH Acquisition Company LLC

Predecessor companies: None

Jurisdiction of incorporation or organization: Delaware

Address of chief executive office: 4th Floor, St Paul's Gate, 22-24 New Street St Helier, Jersey, JE1 4TR

Provinces where business is carried on or tangible Personal Property is kept:

Bailiwick of Jersey, New York

Addresses of all owned real property: None

Addresses of all leased real property: None

Subsidiaries of the Debtor: see attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location

- 7 -

Dominion Diamond Ekati Corporation	912,222,492 Common shares	100% of Common shares	C-1	Vancouver
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Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: 6355137 Canada Inc.

Prior names: None

Predecessor companies: None

Jurisdiction of incorporation or organization: Canada

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: Suite 802, 5201 – 50th Avenue, Yellowknife NT X1A 3S9,
Canada

Provinces where business is carried on or tangible Personal Property is kept:

Northwest Territories, Alberta

Addresses of all owned real property: None

Addresses of all leased real property: None

Subsidiaries of the Debtor: None.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

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Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Dominion Diamond Diavik Limited Partnership	2,580,658.065 Partnership Units	~ 1% of Partnership Units	N/A	Vancouver

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Dominion Diamond Diavik Limited Partnership

Prior names: Aber Diamond Limited Partnership, Harry Winston Diamond Limited Partnership

Predecessor companies: None

Jurisdiction of incorporation or organization: Northwest Territories

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: Suite 802, 5201 – 50th Avenue, Yellowknife NT X1A 3S9, Canada

Provinces where business is carried on or tangible Personal Property is kept:

Northwest Territories, Alberta

Addresses of all owned real property: None

Addresses of all leased real property: None

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Subsidiaries of the Debtor: None.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities: Nil

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Dominion Diamond Ekati Corporation

Prior names: See attached Schedule A-1C.

Predecessor companies: See attached Schedule A-1C.

Jurisdiction of incorporation or organization: Canada

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: Suite 802, 5201 – 50th Avenue, Yellowknife, NT X1A 3S9,
Canada

Provinces where business is carried on or tangible Personal Property is kept:

Northwest Territories, Alberta

Addresses of all owned real property:

- 1701 Northern Height, Yellowknife,
Northwest Territories, Canada, X1A 3T1
- 9 Denison Court, Yellowknife, Northwest
Territories, Canada, X1A 3L3
- 113 Rivet Crescent, Yellowknife,
Northwest Territories, Canada, X1A 3S6

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121 Rivet Crescent, Yellowknife,
Northwest Territories, Canada, X1A 3S6

157 Rivet Crescent, Yellowknife,
Northwest Territories, Canada, X1A 3T8

129 Kasteel Drive, Yellowknife, Northwest
Territories, Canada, X1A 3W1

Addresses of all leased real property: 112 Archibald Street, Yellowknife
Northwest Territories, Canada X1A 3T1 (the building located on the real property is owned by
Dominion Diamond Ekati Corporation)
#1102-4920 52nd Street, Yellowknife
Northwest Territories, Canada X1A 3T1

Subsidiaries of the Debtor: None.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities: Nil

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Northwest Acquisitions Pledge B.V.

Prior names: Nil

Predecessor companies: Nil

Jurisdiction of incorporation or organization: Netherlands

Address of chief executive office: 101 International Drive, Missoula, Montana, USA, 59808

Address of registered office:

Provinces where business is carried on or tangible Personal Property is kept:

Netherlands

Addresses of all owned real property: Nil.

Addresses of all leased real property: Nil.

Subsidiaries of the Debtor: see attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil.

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Northwest Acquisitions ULC	5,025,001	100%	C-5	Vancouver

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

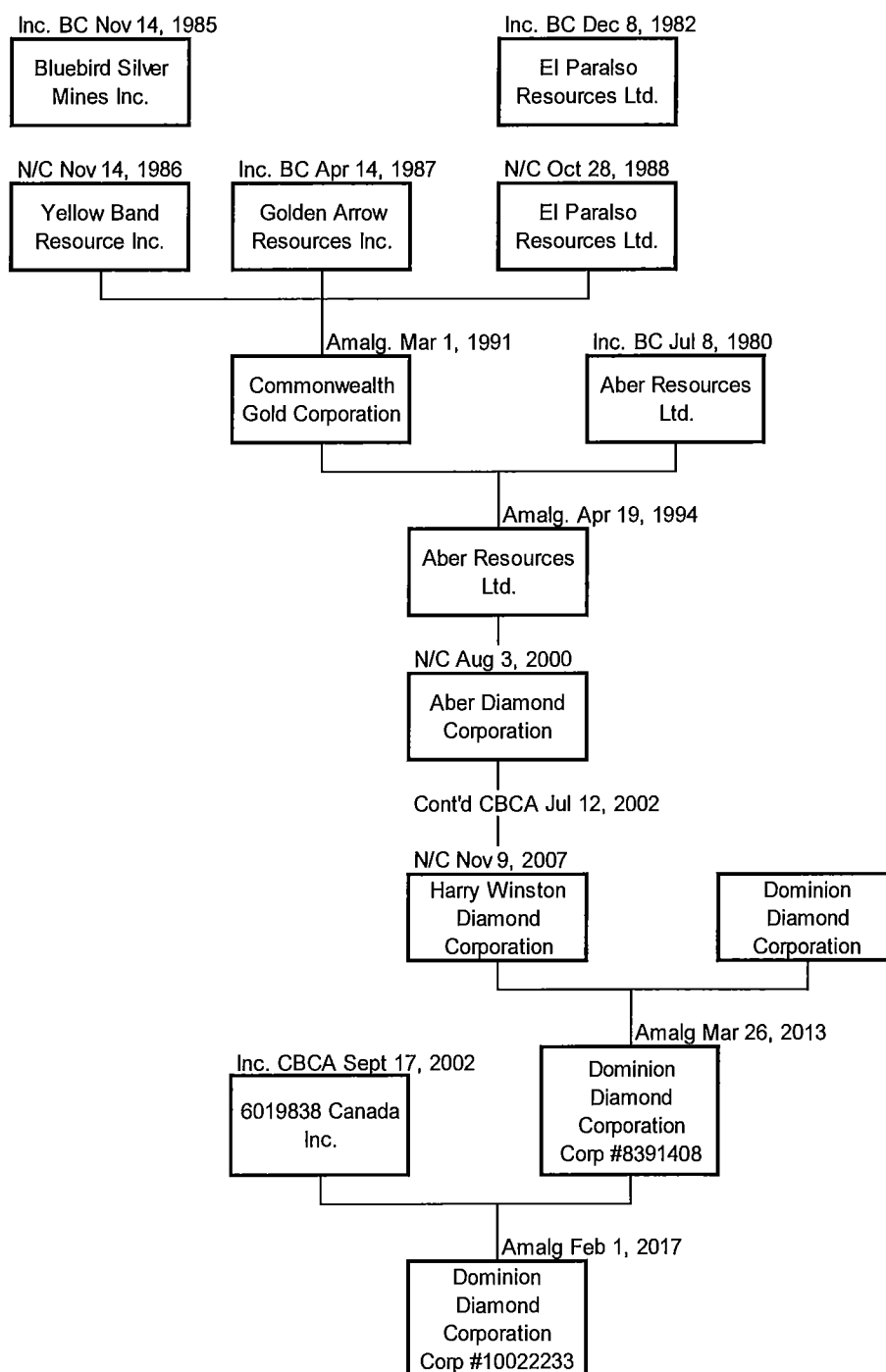
Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

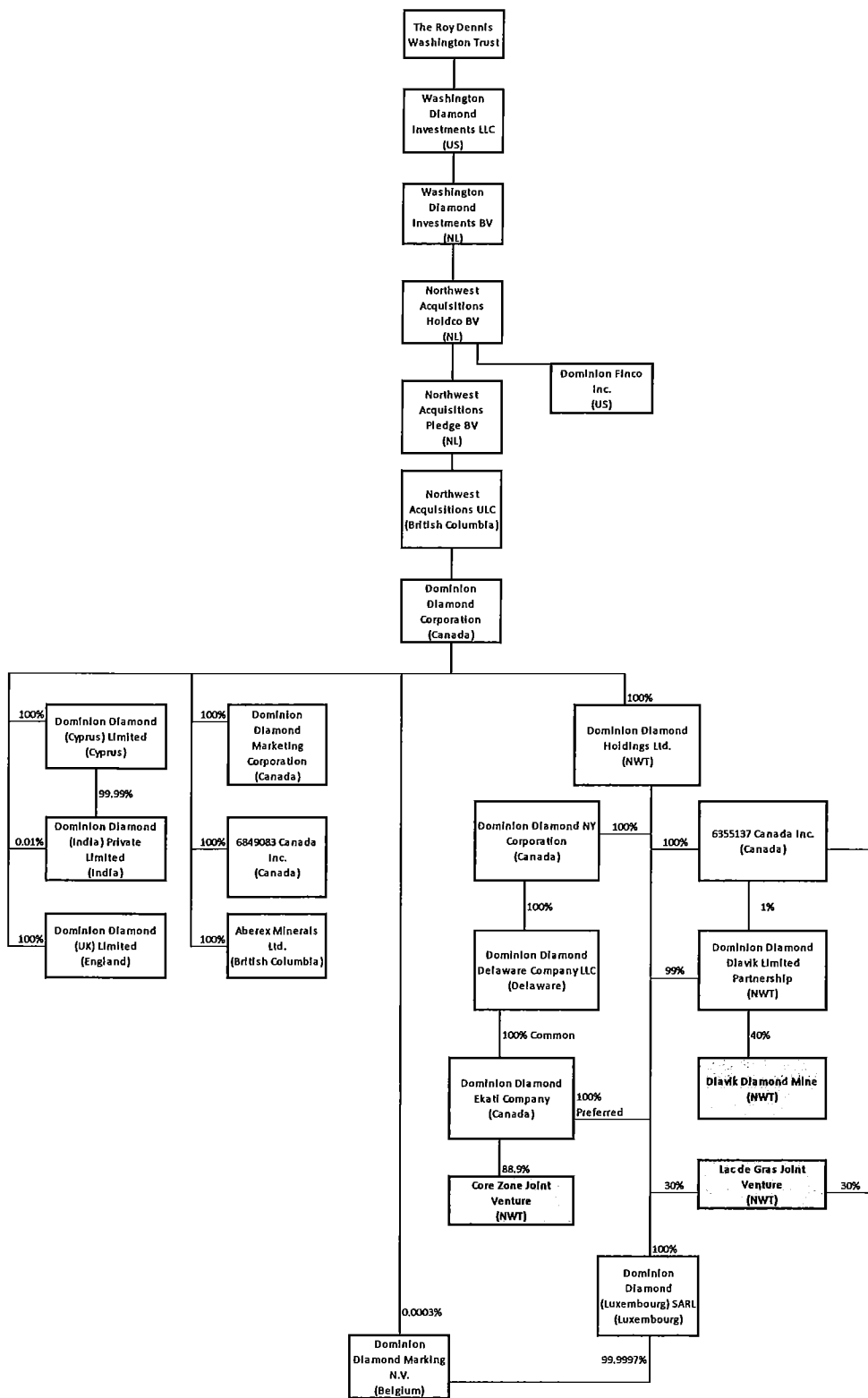
Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

SCHEDULE A-1A
DOMINION DIAMOND CORPORATION CORPORATE HISTORY

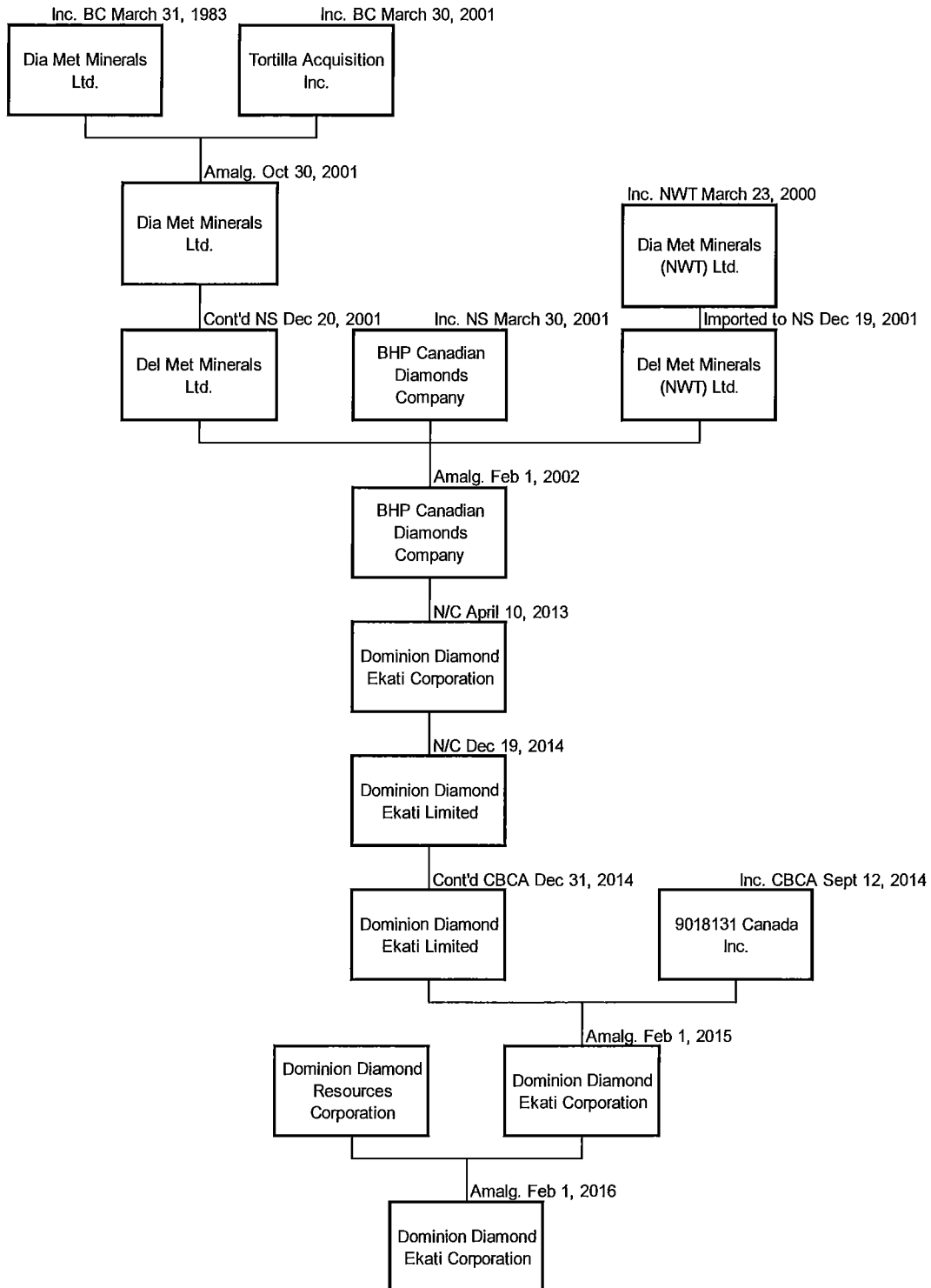


SCHEDULE A-1B



SCHEDULE A-1C

DOMINION DIAMOND EKATI CORPORATION CORPORATE HISTORY



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SCHEDULE B-1

MATERIAL LEASES, CLAIMS OR MINING REGISTER ENTRIES

DIAVIK DIAMOND MINE

Lease Number	Owner Name	Percentage	NTS Map Sheet(s)	Issued Date	Expires Date	Acres	Hectares	District
3539	Diavik Diamond Mines (2012) Inc.	100	076D 08, 09	July 16, 1996	July 16, 2017	2,697	1,091	NT
3540 - 3541	Diavik Diamond Mines (2012) Inc.	100	076D 08, 09	February 24, 1997	February 24, 2018	5,319	2,153	NT
3710 - 3711 3712 3713 - 3716 3719 3760 - 3766 3767 3768 - 3773	Diavik Diamond Mines (2012) Inc.	100	076D 08 076D 08, 09 076D 09 076D 08 076D 08 076D 08, 09 076D 08	November 19, 1997	November 19, 2018	4,605 2,671 10,392 2,572 2,348 2,559 15,458	1,864 1,081 4,205 1,041 950 1,036 6,256	NT
3931	Diavik Diamond Mines (2012) Inc.	100	076D 09	April 17, 2001	April 17, 2022	2,434	985	NT
4093 - 4095	Diavik Diamond Mines (2012) Inc.	100	076C 11	January 16, 2002	January 16, 2023	7,764	3,142	NT
4097 - 4101 4102 4103 4104 - 4108 4109 4110 4111 - 4119 4120 4121 - 4128 4129 4130	Diavik Diamond Mines (2012) Inc.	100	076C 05 076C 05, 06 076C 06 076C 12 076C 11, 12 076C 11 076D 08 076C 05, 076D 08 076C 05 076C 05, 06 076C 06	March 5, 2002	March 5, 2023	12,788 2,526 2,677 12,946 2,388 2,674 23,718 2,608 20,780 2,609 2,531	5,175 1,022 1,093 5,239 966 1,082 9,598 1,055 8,409 1,056 1,024	NT
4134 - 4135 4136 4137	Diavik Diamond Mines (2012) Inc.	100	076C 05 076C 05, 076D 08 076C 05	January 16, 2002	January 16, 2023	4,571 1,298 2,168	1,850 525 877	NT
4138 4139 4140 - 4143 4144 - 4145 4146 - 4147	Diavik Diamond Mines (2012) Inc.	100	076D 08 076C 05, 076D 08 076C 05 076D 08 076D 16	March 5, 2002	March 5, 2023	2,596 2,687 10,575 1,744 4,838	1,051 1,087 4,280 706 1,958	NT
4148 4152 4153 - 4157 4164 - 4168	Diavik Diamond Mines (2012) Inc.	100	076C 12 076C 12, 076D 09 076C 12 076C 12	January 16, 2002	January 16, 2023	1,093 1,227 457 12,149	442 497 185 4,917	NT
4174 - 4178	Diavik Diamond Mines (2012) Inc.	100	076C 06	March 5, 2002	March 5, 2023	13,013	5,266	NT
4179 - 4180	Diavik Diamond Mines (2012) Inc.	100	076C 05, 12	January 16, 2002	January 16, 2023	4,551	1,842	NT
4181 - 4185 4186 4187	Diavik Diamond Mines (2012) Inc.	100	076C 05, 12 076C 05, 06, 11, 12 076C 06, 11	March 5, 2002	March 5, 2023	12,956 2,390 2,677	5,243 967 1,083	NT
4192 - 4193 4197 - 4198 4202 - 4204 4208 - 4211 4212 4213 4214 - 4216 4217 4218 - 4219 4228 - 4229	Diavik Diamond Mines (2012) Inc.	100	076C 12 076C 12 076C 12 076C 12 076C 05, 12 076C 05 076C 12 076C 05, 12 076C 12 076C 10	January 16, 2002	January 16, 2023	490 4,906 611 8,698 2,266 2,381 944 244 4,693 5,304	198 1,985 247 3,520 917 964 382 99 1,899 2,146	NT

51057872.2

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Lease Number	Owner Name	Percentage	NTS Map Sheet(s)	Issued Date	Expires Date	Acres	Hectares	District
4234 - 4235	Diavik Diamond Mines (2012) Inc.	100	076C 12	March 5, 2002	March 5, 2023	1,525	617	NT
4266 - 4268			076C 06			7,670	3,104	
4269 - 4272			076C 06, 11			10,321	4,177	
4325 - 4328			076C 06			10,256	4,150	
4400	Diavik Diamond Mines (2012) Inc.	100	076C 11	January 16, 2002	January 16, 2023	2,622	1,061	NT
4432 - 4436	Diavik Diamond Mines (2012) Inc.	100	076C 11	March 5, 2002	March 5, 2023	13,082	5,294	NT
4437 - 4440			076C 06			10,391	4,205	
4441 - 4442			076C 06, 11			5,146	2,083	
5194 - 5196	Diavik Diamond Mines (2012) Inc.	100	076C 11	December 8, 2010	December 8, 2031	7,862	3,178	NT
5380	Diavik Diamond Mines (2012) Inc.	100	076C 11	December 8, 2010	December 8, 2031	2,774	1,123	NT

SCHEDULE B-2

MATERIAL LEASES, CLAIMS OR MINING REGISTER ENTRIES

EKATI BUFFER ZONE

ENTITY	LEASE	STATUS	TAG_NO	FID	ISSUE DATE	EXPIRY_DATE	N/T'S MAPSHEETS	HECTARES	ACRES	AREA (m ²)	PERIMETER	EKLEASEL_EKLEASEL	CLAIM	ACRES	HECTARES
DDEC	3485	BUFFER ZONE CLAIM	F19584	274	1996-Apr-10	2018-Apr-10	076/D09	1005	2483	1005810.336	13731.44099	365	ED 52	2485.51	1005.851036
DDEC	3486	BUFFER ZONE CLAIM	F19585	275	1996-Apr-10	2018-Apr-10	076/D09	1022	2525	10227430.81	13337.74298	365	ED 53	2524.54	1021.643091
DDEC	3487	BUFFER ZONE CLAIM	F19586	276	1996-Apr-10	2018-Apr-10	076/D09	580	1434	5906079.984	11402.01734	367	ED 54	1439.42	590.607984
DDEC	3503	BUFFER ZONE CLAIM	F18266	207	1996-Apr-10	2018-Apr-10	076/D09	423	1044	4239847.449	9162.47524	273	ED 69	1045.22	422.984749
DDEC	3504	BUFFER ZONE CLAIM	F18267	213	1996-Apr-10	2018-Apr-10	076/D09	678	1676	6789757.89	10566.34918	279	ED 70	1677.78	678.975789
DDEC	3505	BUFFER ZONE CLAIM	F19569	289	1996-Apr-10	2018-Apr-10	076/D09	1016	2510	10106037.6	13648.49911	360	ED 26	2497.26	1010.60376
DDEC	3506	BUFFER ZONE CLAIM	F18263	229	1996-Apr-10	2018-Apr-10	076/D09	520	1284	5110662.916	9302.23296	306	ED 66	1282.87	511.0662916
DDEC	3510	BUFFER ZONE CLAIM	F19571	231	1996-Apr-10	2018-Apr-10	076/D09	1089	2841	10726721.22	14067.77758	308	ED 20	2853.71	1073.672122
DDEC	3511	BUFFER ZONE CLAIM	F19572	232	1996-Apr-10	2018-Apr-10	076/D09	970	2396	9722935.323	14046.36878	309	ED 21	2402.58	972.2905323
DDEC	3512	BUFFER ZONE CLAIM	F19577	237	1996-Apr-10	2018-Apr-10	076/D09	2989	6921	10921103.43	13786.46062	314	ED 22	6989.66	1092.110343
DDEC	3515	BUFFER ZONE CLAIM	F19563	259	1996-Apr-10	2018-Apr-10	076/D09	632	1562	6313789.119	10251.50394	349	ED 23	1560.17	631.3789119
DDEC	3516	BUFFER ZONE CLAIM	F19565	259	1996-Apr-10	2018-Apr-10	076/D09	666	1646	6337647.105	12932.16639	350	ED 24	1568.07	633.7647105
DDEC	3517	BUFFER ZONE CLAIM	F19567	260	1996-Apr-10	2018-Apr-10	076/D09	445	1100	4452987.685	8824.63951	351	ED 25	1100.34	445.2987685
3941		BUFFER ZONE CLAIM	F18265	228	2001-Jul-27	2022-Jul-27		789	1950	7890984.031	11459.36984	305	ED 68	1947.44	789.0984031
		BUFFER ZONE CLAIM	F18269	248	2001-Jul-27	2022-Jul-27		864	2139	8642251.546	10842.75388	335	ED 72	2200.78	864.2251546
		BUFFER ZONE CLAIM	F18264	227	2001-Jul-27	2022-Jul-27		883	2181	8969276.977	11788.17145	304	ED 64	1639.35	661.4275648
		BUFFER ZONE CLAIM	F18268	209	2001-Jul-27	2022-Jul-27		1028	2640	10352818.05	12205.84121	275	ED 71	2238.93	890.6279977
		BUFFER ZONE CLAIM	F19573	273	2001-Nov-01	2022-Nov-01		709	1752	7091666.212	1031.65291	364	ED 27	2588.19	935.6394766
		BUFFER ZONE CLAIM	F18270	199	2001-Jul-27	2022-Jul-27		970	2396	9710446.572	13581.90375	353	ED 28	2414.33	708.1686272
		BUFFER ZONE CLAIM	F19582	192	2001-Jul-27	2022-Jul-27		988	2441	9956990.051	13634.29055	282	ED 73	2442.31	988.3699051
		BUFFER ZONE CLAIM	F19583	191	2001-Jul-27	2022-Jul-27		1072	2849	10717895	14052.65843	285	ED 74	2645.98	1070.7895
		BUFFER ZONE CLAIM	F19585	57	2001-Jul-27	2022-Jul-27		1056	2609	9610925.202	13645.90778	254	ED 75	2372.69	960.1925202
		BUFFER ZONE CLAIM	F19574	58	2001-Nov-01	2022-Nov-01		1042	2676	10418217.52	13787.07803	107	ED 76	2654.53	1041.821752
		BUFFER ZONE CLAIM	F19575	59	2001-Nov-01	2022-Nov-01		808	1997	8071951.333	12007.67662	238	ED 77	1995.92	807.1951333
		BUFFER ZONE CLAIM	F19583	178	2001-Jul-27	2022-Jul-27		823	2033	8221815.2	12003.65616	240	ED 78	2031.65	822.18152
		BUFFER ZONE CLAIM	F19540	177	2001-Jul-27	2022-Jul-27		830	2050	8278763.901	11783.12834	239	ED 78	2045.23	827.6763901
		BUFFER ZONE CLAIM	F19580	147	2001-Jul-27	2022-Jul-27		609	1504	6059121.284	10834.87951	336	ED 63	1487.24	605.9121284
		BUFFER ZONE CLAIM	F19581	245	2001-Jul-27	2022-Jul-27		647	1600	6505489.98	10675.91528	334	ED 63	1607.54	650.548998
		BUFFER ZONE CLAIM	F19555	120	2001-Nov-01	2022-Nov-01		1022	2526	10219398.04	13895.49698	174	ED 70	2525.27	1021.939804
		BUFFER ZONE CLAIM	F19577	121	2001-Nov-01	2022-Nov-01		1059	2567	10360179.57	13757.60285	175	ED 71	2560.06	1036.017957
		BUFFER ZONE CLAIM	F17673	122	2001-Nov-01	2022-Nov-01		1044	2579	10407874.34	13645.31721	176	ED 71	2571.84	1040.787434
		BUFFER ZONE CLAIM	F19770	7	2001-Nov-01	2022-Nov-01		1021	2523	10205037.73	13841.09402	177	ED 72	2521.72	1020.503773
		BUFFER ZONE CLAIM	F19783	0	2001-Nov-01	2022-Nov-01		484	1221	4831974.75	8763.13556	3	AM79	1218.72	483.197475
		BUFFER ZONE CLAIM	F19771	8	2001-Nov-01	2022-Nov-01		1059	2617	10593555.79	13769.76437	19	AM60	2475.36	1059.355579
		BUFFER ZONE CLAIM	F19773	11	2001-Nov-01	2022-Nov-01		1000	2471	10017443.08	13301.87369	26	AM61	2475.36	1001.744308
		BUFFER ZONE CLAIM	F19774	12	2001-Nov-01	2022-Nov-01		1009	2492	10078011.67	13387.34997	27	AM62	2489.84	1007.801167
		BUFFER ZONE CLAIM	F19775	10	2001-Nov-01	2022-Nov-01		1030	2545	10279110.65	13599.13273	23	AM63	2540.02	1027.911065
		BUFFER ZONE CLAIM	F19776	9	2001-Nov-01	2022-Nov-01		726	1794	7266695.357	12205.16964	22	AM64	1788.22	726.6695357
		BUFFER ZONE CLAIM	F19784	1	2001-Nov-01	2022-Nov-01		544	1345	5399105.478	9303.99946	4	AM73	1334.15	539.9105478
		BUFFER ZONE CLAIM	F19785	5	2001-Nov-01	2022-Nov-01		511	1262	509994.1916	8653.97768	13	AM74	1260.22	509.941916
		BUFFER ZONE CLAIM	F19787	6	2001-Nov-01	2022-Nov-01		484	1221	4847476.352	9220.66469	14	AM75	1222.55	484.7476352
		BUFFER ZONE CLAIM	F19788	4	2001-Nov-01	2022-Nov-01		539	1332	5389740.35	9408.47769	10	AM76	1331.83	538.974035
		BUFFER ZONE CLAIM	F19789	3	2001-Nov-01	2022-Nov-01		367	907	3662673.602	7786.34118	8	AM77	905.12	366.2673602
		BUFFER ZONE CLAIM	F19793	2	2001-Nov-01	2022-Nov-01		1096	2560	10967206.35	13873.42939	5	AM78	2581.79	1096.720635
		BUFFER ZONE CLAIM	F17682	17	2001-Nov-01	2022-Nov-01		867	1847	8652444.205	10442.02475	44	AM65	1843.88	865.2444205
		BUFFER ZONE CLAIM	F17683	20	2001-Nov-01	2022-Nov-01		633	1564	6297199.519	10185.67195	47	AM66	1566.07	629.7199519
		BUFFER ZONE CLAIM	F17684	19	2001-Nov-01	2022-Nov-01		641	1593	6425220.741	10476.05996	46	AM67	1589.51	642.520741
		BUFFER ZONE CLAIM	F19658	151	2001-Nov-01	2022-Nov-01		952	2333	9509904.54	13366.59653	208	AM68	2349.95	950.990454
		BUFFER ZONE CLAIM	F19659	149	2001-Nov-01	2022-Nov-01		1056	2609	10569994.111	13768.91826	205	AM69	2611.9	1056.999411
		BUFFER ZONE CLAIM	F17674	150	2001-Nov-01	2022-Nov-01		1054	2605	10569991.85	13763.28121	207	AM68	2611.9	1056.999185
		BUFFER ZONE CLAIM	F19576	277	2001-Jul-27	2022-Jul-27		834	2061	8356079.975	12125.5758	368	ED 58	2064.83	835.6079975
		BUFFER ZONE CLAIM	F19572	278	2001-Jul-27	2022-Jul-27		962	2377	9571612.92	11984.76989	369	ED 56	2365.2	957.161292
		BUFFER ZONE CLAIM	F19574	279	2001-Jul-27	2022-Jul-27		1060	2620	10590467.03	13023.43604	370	ED 57	2616.96	1059.046703
		BUFFER ZONE CLAIM	F17678	38	2001-Jul-27	2022-Jul-27		988	2465	9972335.289	13890.90504	80	AM62	2464.22	997.2335289

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4032	BUFFER ZONE CLAIM	F17677	34	2001 Nov 01	2022 Nov 01		1011	2499	1011721.488	14083.25019	76	1194	GO22	2500.02	1011.721488
4033	BUFFER ZONE CLAIM	F17679	37	2001 Nov 01	2022 Nov 01		954	2357	9547688.128	13430.22532	79	1190	GO24	2359.29	954.7688128
4034	BUFFER ZONE CLAIM	F17685	23	2001 Nov 01	2022 Nov 01		980	2421	9785429.073	13230.89885	65	1188	GO30	2418.03	978.5429073
4035	BUFFER ZONE CLAIM	F17686	22	2001 Nov 01	2022 Nov 01		986	2435	9673121.276	13765.16694	64	1276	GO31	2439.7	967.3121276
4036	BUFFER ZONE CLAIM	F19570	280	2001 Jul 27	2022 Jul 27		709	1751	700719.998	10361.48165	371	1428	ED55	1731.5	700.719988
4037	BUFFER ZONE CLAIM	F19577	281	2001 Jul 27	2022 Jul 27		1044	2690	1051307.879	16871.96374	372	1436	ED59	2597.82	1051.307879
4038	BUFFER ZONE CLAIM	F19578	255	2001 Jul 27	2022 Jul 27		1162	2872	11487736.38	19301.68944	344	1444	ED60	2841.15	1148.773638
4039	BUFFER ZONE CLAIM	F19579	252	2001 Jul 27	2022 Jul 27		1068	2638	10659527	13717.05187	341	1446	ED61	2834.03	1065.9527
4040	BUFFER ZONE CLAIM	F18262	253	2001 Nov 01	2022 Nov 01		186	460	1822471.728	7208.13022	342	1448	ED65	450.34	182.2471728
4041	BUFFER ZONE CLAIM	F19654	87	2001 Nov 01	2022 Nov 01		1021	2523	10193496.31	13291.61808	138	1178	GO7	2519.87	1019.349631
4042	BUFFER ZONE CLAIM	F19655	85	2001 Nov 01	2022 Nov 01		1036	2485	10032442.72	13554.41543	136	1178	GO8	2484.01	1003.244272
4043	BUFFER ZONE CLAIM	F17672	86	2001 Nov 01	2022 Nov 01		1078	2665	10756623.03	13956.5903	137	1180	GO9	2659.75	1075.662303
4044	BUFFER ZONE CLAIM	F19597	262	2001 Nov 16	2022 Nov 16		672	1661	6706298.724	10639.66629	353	746	ED42	1657.16	670.6298724
4047	BUFFER ZONE CLAIM	F19601	264	2001 Nov 16	2022 Nov 16		735	1816	7321822.506	10668.62864	355	1324	ED43	1809.26	732.1822506
4048	BUFFER ZONE CLAIM	F19599	265	2001 Nov 16	2022 Nov 16		609	1504	6120459.481	10542.18728	356	1326	ED44	1512.4	612.0459481
4276	BUFFER ZONE CLAIM	F19606	268	2001 Nov 16	2022 Nov 16		674	1666	6668260.032	10478.83931	357	1328	ED45	1647.76	666.8260032
4277	BUFFER ZONE CLAIM	F19608	268	2001 Nov 16	2022 Nov 16		589	1456	5888890.077	9798.80538	359	1330	ED46	1457.65	588.8890077
4281	BUFFER ZONE CLAIM	F19605	225	2001 Nov 16	2022 Nov 16		1069	2642	10682026.75	13971.54922	302	728	ED11	2634.19	1068.202675
4282	BUFFER ZONE CLAIM	F19607	226	2001 Nov 16	2022 Nov 16		1012	2500	10394963.58	13690.92192	303	730	ED12	2494.3	1039.496358
4287	BUFFER ZONE CLAIM	F18236	222	2001 Nov 16	2022 Nov 16		1038	2564	10368166	13863.08238	288	724	ED9	2561.54	1036.8166
4289	BUFFER ZONE CLAIM	F18238	220	2001 Nov 16	2022 Nov 16		1026	2535	10248464.76	13738.26077	286	726	ED10	2532.45	1024.846476
4290	BUFFER ZONE CLAIM	F18301	250	2001 Nov 16	2022 Nov 16		642	1686	6442004.007	10573.39248	339	742	ED40	1591.85	644.2004007
4291	BUFFER ZONE CLAIM	F19647	16	2001 Nov 16	2022 Nov 16		674	1665	6729009.466	10794.0265	340	744	ED41	1682.06	670.7042753
4351	BUFFER ZONE CLAIM	F19648	15	2001 Nov 16	2022 Nov 16		698	1725	6927632.739	10397.99162	42	1224	GO16	1662.77	672.909666
4352	BUFFER ZONE CLAIM	F19649	13	2001 Nov 16	2022 Nov 16		652	1611	6480587.957	10067.07443	36	1228	GO17	1711.51	648.0587957
4354	BUFFER ZONE CLAIM	F17680	14	2001 Nov 16	2022 Nov 16		661	1633	6599965.025	10406.9841	41	1222	GO25	1630.89	659.9996025
4355	BUFFER ZONE CLAIM	F17681	18	2001 Nov 16	2022 Nov 16		671	1659	6706325.643	10260.40774	45	1220	GO26	1657.17	670.6325643
4356	BUFFER ZONE CLAIM	F19646	30	2001 Nov 16	2022 Nov 16		1074	2654	10764180.06	13884.29615	72	1202	GO1	2659.89	1076.418006
4357	BUFFER ZONE CLAIM	F18651	31	2001 Nov 16	2022 Nov 16		1013	2503	10127457.57	13542.30262	73	1204	GO2	2502.55	1012.745757
4358	BUFFER ZONE CLAIM	F19650	36	2001 Nov 16	2022 Nov 16		866	2387	8634440.686	13491.18441	78	1200	GO19	2380.72	863.4440686
4359	BUFFER ZONE CLAIM	F17675	35	2001 Nov 16	2022 Nov 16		1006	2486	10055533.12	13571.76525	77	1196	GO20	2484.18	1005.553312
4360	BUFFER ZONE CLAIM	F17676	33	2001 Nov 16	2022 Nov 16		1048	2589	10465095.37	13661.28186	75	1196	GO21	2585.98	1046.509537
4361	BUFFER ZONE CLAIM	F19610	267	2001 Nov 16	2022 Nov 16		785	1939	7847982.613	11049.34991	358	1404	ED47	1939.28	784.7982613
4362	BUFFER ZONE CLAIM	F19612	256	2001 Nov 16	2022 Nov 16		589	1456	5869996.86	9637.33559	347	1406	ED48	1450.48	586.999686
4363	BUFFER ZONE CLAIM	F19614	257	2001 Nov 16	2022 Nov 16		668	1650	6648005.129	10653.40318	348	1408	ED49	1642.76	664.8005129
4364	BUFFER ZONE CLAIM	F19616	263	2001 Nov 16	2022 Nov 16		628	1546	6246701.825	10399.80302	354	1410	ED50	1543.59	624.6701825
4365	BUFFER ZONE CLAIM	F19618	261	2001 Nov 16	2022 Nov 16		630	1557	6288968.853	10327.94579	352	1412	ED51	1554.04	628.8968853
4366	BUFFER ZONE CLAIM	F19598	235	2001 Nov 16	2022 Nov 16		1016	2511	10160563.89	13746.79521	312	748	ED13	2510.76	1016.056389
4367	BUFFER ZONE CLAIM	F19600	241	2001 Nov 16	2022 Nov 16		964	2381	9626932.674	13461.70989	319	1316	ED14	2378.87	962.6932674
4368	BUFFER ZONE CLAIM	F19603	242	2001 Nov 16	2022 Nov 16		1061	2623	1059566.69	13901.23926	320	1318	ED15	2609.33	1055.956669
4369	BUFFER ZONE CLAIM	F19604	238	2001 Nov 16	2022 Nov 16		935	2310	9348018.087	13695.0032	321	1320	ED16	2309.95	934.8018087
4370	BUFFER ZONE CLAIM	F19604	238	2001 Nov 16	2022 Nov 16		1124	2779	11224569.32	14154.20043	315	1322	ED17	2773.65	1122.456932
4371	BUFFER ZONE CLAIM	F19609	239	2001 Nov 16	2022 Nov 16		1129	2791	11273888.09	14368.93141	316	1394	ED18	2785.84	1127.388809
4372	BUFFER ZONE CLAIM	F19611	243	2001 Nov 16	2022 Nov 16		947	2341	9430404.536	12968.86366	322	1386	ED19	2330.3	943.0404536
4380	BUFFER ZONE CLAIM	F19660	32	2001 Nov 16	2022 Nov 16		999	2488	9973766.239	13706.97893	74	1206	GO3	2464.57	997.3766239
4532	BUFFER ZONE CLAIM	F18257	244	2001 Nov 16	2022 Nov 16		654	1616	6525417.977	10265.98764	330	1535	ED88	1612.47	652.5417977
4533	BUFFER ZONE CLAIM	F18259	234	2001 Nov 16	2022 Nov 16		616	1523	6146857.619	10706.84718	311	738	ED99	1518.92	614.6857619


SCHEDULE C


INTELLECTUAL PROPERTY

Canadian Intellectual Property


Trade-Marks

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
CA-1	 POWERED BY DOMINION POWERED BY DOMINION & DESIGN	Formalized (Pending) App 1858961 App 22-SEP-2017		DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	
CA-2	 ARCTIC LIGHT ARCTIC LIGHT & DESIGN	Formalized (Pending) App 1858960 App 22-SEP-2017		DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	
CA-3	DDC	App 20-OCT-2015 App 1751229 Reg 17-MAY-2017 Reg TMA971149 Registered	(1) Operation of a company dealing in mining services for diamonds and precious stones, sourcing of diamonds; processing of diamonds, namely, diamond mining, cutting of diamonds, polishing of diamonds, grading of diamonds; retail and wholesale sale of diamonds, jewellery and precious stones.	DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023
CA-4	INTÉGRITÉ ET HÉRITAGE ASSURÉS	App 22-DEC-2014 App 1708485 Allowed (Pending)	(1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds.	DOMINION DIAMOND CORPORATION a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	
CA-5	CANADAMARK	App 29-MAY-2014 App 1679010 Reg 25-SEP-2015 Reg TMA915208 Registered	(1) Operation of a programme to verify the integrity of a diamond and to assure supply chain integrity for the diamond to be of Canadian origin; providing information via a website in the field of diamond mining; verifying	DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023


Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
			and certifying the origin, character and quality of diamonds, gems and gemstones. (2) Providing information via a website in the field of gemological services.	Calgary ALBERTA T2P 1T1	
CA-6	INTEGRITY AND HERITAGE ASSURED	App 06-MAR-2014 App 1666641 Reg 01-DEC-2015 Reg TMA964056 Registered	(1) mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds	DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023
CA-7	THE ORIGINAL DIAMOND HALLMARK	App 06-MAR-2014 App 1666637 Allowed (Pending)	(1) mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds	DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	
CA-8	THE ORIGINAL DIAMOND HALLMARK. INTEGRITY AND HERITAGE ASSURED	Aban 15-MAR-2017 App 25-FEB-2014 App 1665350 Abandoned - section 40(3) (Abandoned)	(1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds,	DOMINION DIAMOND CORPORATION, a legal entity 250 University Avenue Toronto ONTARIO M5H 3E5	
CA-9	JAY PIPE LOGO 	App 25-JUN-2013 App 1632642 Reg 19-JUL-2017 Reg TMA976191 Registered	(1) diamonds, jewellery, precious stones; drinking mugs, drinking glasses, coffee cups, t-shirts, hats, caps, sweatshirts (1) mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds, arranging for and providing security for diamond related businesses.	DOMINION DIAMOND CORPORATION, a legal entity, 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS/See evidence on File No. 1619023
CA-10	DOMINION DIAMOND LOGO	App 20-MAR-2013 App 1619023 Reg 01-APR-2016 Reg TMA933199 Registered	(1) diamonds, jewellery, precious stones (1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds,	DOMINION DIAMOND CORPORATION 606 4th Street SW Suite 900	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS/ See evidence on File No. 1619023

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
			namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds, arranging for and providing security for diamond related businesses.	Calgary ALBERTA T2P 1T1	
CA-11	DOC	App 14-FEB-2013 App 1614278 Reg 20-JAN-2016 Reg TMA926525 Registered	(1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds, arranging for and providing security for diamond related businesses.	DOMINION DIAMOND CORPORATION 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS/See evidence on File No. 1619023
CA-12	DOMINION DIAMOND	App 12-FEB-2013 App 1613885 Reg 10-MAR-2015 Reg TMA898371 Registered	(1) Diamonds, jewellery, precious stones. (1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds, arranging for and providing security for diamond related businesses.	DOMINION DIAMOND CORPORATION 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 sept/Sep 2017 COMMENTS/ See evidence on File No. 1619023
CA-13	Stylized C & Diamond Design 	App 27-AUG-2003 App 1188975 Reg 02-AUG-2007 Reg TMA693308 Registered	(1) Diamonds. (2) Precious and semi-precious gems and gemstones. (1) Verifying and certifying the origin, character, and quality of diamonds, gems, and gemstones. (2) Operation of a business selling and distributing diamonds, precious and semi-precious gems and gemstones.	Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 Jun 2007 COMMENTS: FROM: POINT LAKE MARKETING INC. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820 CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486 CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 sept/Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-14	CANADAMARK CERTIFICATE OF ORIGIN	<p>App 23-JUL-2003 App 1185786 Reg 28-AUG-2008 Reg TMA722713 Registered</p>	<p>(1) Diamonds. (2) Precious and semi-precious gems and gemstones. (3) Pearls. (4) Precious metals, namely, gold, silver, and platinum. (5) Jewellery, namely, bracelets, rings, necklaces, pendants, chains, anklets, earrings, brooches, tie pins, tie clips, cufflinks, pendants, barrettes, hair clips, and rings. (6) Timepieces, namely, watches, stop watches, chronometers, and clocks.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-15	LOOK FOR THE MARK	<p>App 27-JUN-2003 App 1183289 Reg 27-JUN-2007 Reg TMA690926 Registered</p>	<p>(1) Precious and semi-precious gems and gemstones. (1) Identifying and appraising the origin, value, and quality of precious and semi-precious gemstones, and providing certification, guarantees, and warranties to that effect to third parties. (2) Electronic laser-inscription of precious and semi-precious gemstones. (3) Retail and wholesale distribution of precious and semi-precious gems and gemstones.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 Jun 2007 COMMENTS: FROM: POINT LAKE MARKETING INC. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-16	<p>CANADA MARK & Design</p> 	<p>App 26-MAY-2003 App 1179322 Reg 12-JUN-2007 Reg TMA689626 Registered</p>	<p>(1) Precious metals and their alloys, and goods in precious metals; precious stones; and jewellery.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 Jun 2007 COMMENTS: FROM: Point Lake Marketing Inc. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED/DATE: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486</p> <p>CHANGE IN TITLE: TYPE OF CHANGE Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion</p>


Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-17	THE DEFINING SYMBOL OF CANADIAN DIAMONDS	<p>App 26-MAY-2003 App 1179486 Reg 12-JUN-2007 Reg TMA689625 Registered</p>	<p>(1) Precious and semi-precious gems and gemstones. (1) Operation of a wholesale business selling gemstones.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLEE: TYPE OF CHANGE: Assignment DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 juin/Jun 2007 COMMENTS: FROM: POINT LAKE MARKETING INC. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-18	CANADAMARK	<p>App 12-NOV-2002 App 1159101</p>	<p>(1) Precious stones; jewellery. (1) Providing business and statistical</p>	<p>Dominion Diamond Corporation</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
		Reg 07-DEC-2005 Reg TMA654545 Registered	information about the origin, character, and quality of diamonds; compilation and systemization of information into computer databases; operation of a retail and wholesale business selling and distributing diamonds, gems, jewellery, and watches; laser scribing.	606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 Jun 2007 COMMENTS: FROM: Point Lake Marketing Inc. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820 CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486 CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101 OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023
CA-19	EKATI DIAMONDS & DESIGN 	App 09-MAY-2001 App 1102515 Reg 18-DEC-2003 Reg TMA598004 Registered	(1) Precious and semi-precious gems and gemstones. (2) Pearls. (3) Precious metals, namely, gold, silver, and platinum. (4) Jewellery, namely, bracelets, rings, necklaces, pendants, chains, anklets, earrings, brooches, tie pins, tie clips, cufflinks, pendants, barrettes, hair clips, and rings. (5) Money clips. (6) Timepieces, namely, watches, stop watches, chronometers, and clocks. (1) Operation of a retail business selling jewellery, precious metals, gemstones, money clips, and	Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 06 Oct 2005 COMMENTS: See evidence on File No. 896464 CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2007 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464


Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
			<p>timepieces.</p> <p>(2) Operation of a wholesale business selling jewellery, precious metals, gemstones, money clips, and timepieces.</p> <p>(3) Operation of a electronic commerce business selling jewellery, precious metals, gemstones, money clips, and timepieces to others, through a global computer network.</p> <p>(4) Operation of a website providing information on the subjects of jewellery, precious metals, gemstones, money clips, and timepieces.</p>		<p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2008 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jan 2010 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2010 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>Amalgamation and address DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2012 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-20	EKATI	<p>App 04-MAY-2001 App 1101835 Reg 13-JUN-2003 Reg TMA583710 Registered</p>	(1) Precious and semi-precious gems and gemstones.	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>OWNER ADDRESS CHANGE: DATE REGISTERED: 06 Oct 2005 COMMENTS: See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2007 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2008 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jan 2010 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2010 COMMENTS:</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. Voir Preuve au dossier/See evidence on File No. 896464</p> <p>Amalgamation and address DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2012 COMMENTS FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-21	AURIAS	App 02-FEB-2001 App 1091174 Reg 27-JAN-2004 Reg TMA600675 Registered	(1) Precious metals and their alloys; precious stones; jewellery made from precious metals and precious stones. (1) Marketing services namely advertising services for third parties relating to the sale of precious stones and jewellery; retailing and wholesaling services relating to the sale of precious stones, and retail sale services of custom jewellery of others.	Dominion Diamond Corporation PO Box 4569, Station A Toronto ONTARIO M5W 4T9	<p>OWNER ADDRESS CHANGE: DATE REGISTERED: 14 Mar 2013 COMMENTS: See evidence on File No. 1091174</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS:</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>FROM: BHP Billiton Innovation Pty. Ltd. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1091174</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1091174</p>
CA-22	<p>EKATI DIAMONDS & Maple Leaf Design</p> 	<p>App 16-JUL-1999 App 1022653 Reg 20-FEB-2001 Reg TMA541389 Registered</p>	<p>(1) Jewels, gems, and precious stones, namely, diamonds. (1) Mining and processing diamonds. (2) Sale of diamonds to others on a wholesale basis.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Name and Address DATE REGISTERED: 07 Feb 2002 DATE OF CHANGE: 25 Oct 2001 COMMENTS: FROM: BHP DIAMONDS INC., TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 06 Oct 2005 COMMENTS: See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2007 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2008 COMMENT: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jan 2010 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2010 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>Amalgamation and address DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2012 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS:</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					See evidence on File No. 1619023
CA-23	EKATI DIAMOND MINE & DESIGN 	App 30-MAR-1999 App 1010291 Reg 04-JAN-2001 Reg TMA539131 Registered	(1) Jewels, gems, and precious stones, namely, diamonds.	Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	<p>CHANGE IN TITLE: TYPE OF CHANGE: Name and Address DATE REGISTERED: 07 Feb 2002 DATE OF CHANGE: 25 Oct 2001 COMMENTS: FROM: BHP DIAMONDS INC., TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 06 Oct 2005 COMMENTS: See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2007 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2008 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED : 11 Apr 2013 DATE OF CHANGE: 01 Jan 2010 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>DATE OF CHANGE: 01 Jul 2010 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>Amalgamation and address DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2012 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-24	EKATI	<p>App 13-NOV-1998 App 896464 Reg 13-JAN-2000 Reg TMA521456 Registered</p>	<p>(1) Jewels, gems, and precious stones, namely, diamonds. (1) Mining and processing diamonds. (2) Sale of diamonds to others on a wholesale basis.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Name and Address DATE REGISTERED: 07 Feb 2002 DATE OF CHANGE: 25 Oct 2001 COMMENTS: FROM: BHP DIAMONDS INC. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p>

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					<p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>

Copyrights


Title	Reg. No.	Reg. Date	Author(s)	Registered Owner
JAY PIPE LOGO	1106059	2013-07-05	CARISA LAW SCOTT MCFARLAND	DOMINION DIAMOND CORPORATION
DOMINION DIAMOND LOGOS	1104372	2013-05-08	PETER NG	DOMINION DIAMOND CORPORATION

U.S. Intellectual Property

Trademarks

Ref. No.	Trademark	Status	Goods and Services	Owner	Assignment Information
US-1	CANADAMARK Cross References: CANADA MARK CANADAMARK	App 13-JUN-2014 App 86309170 Reg 25-AUG-2015 Reg 4797939 Registered Section 44(D)	INT. CL. 37 PROVIDING INFORMATION VIA A WEBSITE IN THE FIELD OF DIAMOND MINING INT. CL. 42 GEMOLOGICAL SERVICES, NAMELY, VERIFYING THE INTEGRITY OF A DIAMOND TO ASSURE THE DIAMOND TO BE OF CANADIAN ORIGIN, AND VERIFYING AND CERTIFYING THE ORIGIN, CHARACTER AND QUALITY OF DIAMONDS, GEMS AND GEMSTONES; PROVIDING INFORMATION VIA A WEBSITE IN THE FIELD OF GEMOLOGICAL SERVICES	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	
US-2	THE ORIGINAL DIAMOND HALLMARK THE ORIGINAL DIAMOND HALLMARK	App 14-MAR-2014 App 86221684 Pending Section 44(D)	INT. CL. 35 RETAIL STORE AND WHOLESALE STORE SERVICES FEATURING DIAMONDS INT. CL. 37 MINING EXTRACTION OF DIAMONDS INT. CL. 40 PROCESSING OF DIAMONDS, SORTING OF DIAMONDS	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	
US-3	INTEGRITY AND HERITAGE ASSURED INTEGRITY AND HERITAGE ASSURED	App 14-MAR-2014 App 86221696 Reg 03-MAY-2016 Reg 4953221 Registered Supplemental Register Section 44(D)	INT. CL. 35 RETAIL STORE AND WHOLESALE STORE SERVICES FEATURING DIAMONDS INT. CL. 37 MINING EXTRACTION OF DIAMONDS INT. CL. 40 PROCESSING OF DIAMONDS, SORTING OF DIAMONDS	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	
US-4	JAY PIPE 	App 08-JUL-2013 App 86004485 Pending Section 44(D) Intent to Use	INT. CL. 14 DIAMONDS, JEWELLERY, PRECIOUS STONES INT. CL. 21 DRINKING MUGS, DRINKING GLASSES, COFFEE CUPS INT. CL. 25 CLOTHING, NAMELY, T-SHIRTS, HATS AND CAPS INT. CL. 37 MINING EXTRACTION SERVICES INT. CL. 40 PROCESSING OF DIAMONDS, SORTING OF DIAMONDS	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	
US-5	D 	App 23-APR-2013 App 85912253 Reg 11-OCT-2016 Reg 5057005 Registered Section 44(D)	INT. CL. 14 DIAMONDS, JEWELLERY, PRECIOUS STONES INT. CL. 37 MINING EXTRACTION OF DIAMONDS INT. CL. 40 PROCESSING OF DIAMONDS, SORTING OF DIAMONDS INT. CL. 45 SECURITY CONSULTANCY IN THE NATURE OF ARRANGING FOR SECURITY FOR DIAMOND RELATED	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	


			BUSINESSES; PROVIDING SECURITY FOR DIAMOND RELATED BUSINESSES, NAMELY, SECURITY GUARD SERVICES FOR DIAMOND RELATED BUSINESSES, MONITORING OF SECURITY SYSTEMS FOR DIAMOND RELATED BUSINESSES, AND SECURITY THREAT ANALYSIS FOR PERSONAL PROTECTION PURPOSES FOR DIAMOND RELATED BUSINESSES		
US-6	DDC DDC	App 01-MAR-2013 App 85864763 Published (Pending) Section 44(D)	INT. CL. 14 DIAMONDS INT. CL. 35 RETAIL STORE AND WHOLESALE STORE SERVICES FEATURING DIAMONDS INT. CL. 37 MINING EXTRACTION OF DIAMONDS INT. CL. 40 PROCESSING OF DIAMONDS, NAMELY, CUTTING SERVICES, POLISHING SERVICES, AND CHEMICAL CLEANING SERVICES; SORTING OF DIAMONDS INT. CL. 45 SECURITY CONSULTANCY IN THE NATURE OF ARRANGING FOR SECURITY FOR DIAMOND RELATED BUSINESSES; PROVIDING SECURITY FOR DIAMOND RELATED BUSINESSES, NAMELY, SECURITY GUARD SERVICES FOR DIAMOND RELATED BUSINESSES, MONITORING OF SECURITY SYSTEMS FOR DIAMOND RELATED BUSINESSES, AND SECURITY THREAT ANALYSIS FOR PERSONAL PROTECTION PURPOSES FOR DIAMOND RELATED BUSINESSES	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	Assignor: DOMINION DIAMOND CORPORATION CANADA CORPORATION Assignor: HARRY WINSTON DIAMOND CORPORATION CANADA CORPORATION Signed: 26-MAR-2013 Brief: CERTIFICATE OF AMALGAMATION Recorded: 18-APR-2013 Reel/Frame: 5009/0970 Correspondent: FRANCIS J. DUFFIN, WIGGIN AND DANA LLP ONE CENTURY TOWER, P.O. BOX 1832 NEW HAVEN, CT 06508-1832 Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION PO BOX 4569, STATION A TORONTO, ONTARIO, M5W 4T9 CA (CANADA)
US-7	DOMINION DIAMOND DOMINION DIAMOND	App 19-FEB-2013 App 85853915 Reg 21-JUL-2015 Reg 4774976 Registered Section 44(D)	INT. CL. 37 MINING EXTRACTION OF DIAMONDS	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	Assignor: DOMINION DIAMOND CORPORATION CANADA CORPORATION Assignor: HARRY WINSTON DIAMOND CORPORATION CANADA CORPORATION Signed: 26-MAR-2013 Brief: CERTIFICATE OF AMALGAMATION Recorded: 18-APR-2013 Reel/Frame: 5009/0970 Correspondent:

					<p>FRANCIS J. DUFFIN, WIGGIN AND DANA LLP ONE CENTURY TOWER, P.O. BOX 1832 NEW HAVEN, CT 06508-1832</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION PO BOX 4569, STATION A TORONTO, ONTARIO, M5W 4T9 CA (CANADA)</p>
US-8	<p>CANADAMARK Cross References: CANADA MARK </p>	<p>App 22-JUN-2007 App 77213664 Reg 05-AUG-2008 Reg 3479107 Registered CANCELLED SECTION 8 IN INT. CL. 40. ONLY O.G. 6-17-2014</p>	<p>INT. CL. 14 PRECIOUS GEMS AND GEMSTONES; JEWELRY INT. CL. 35 WHOLESALE AND RETAIL DISTRIBUTORSHIPS FEATURING DIAMONDS, PRECIOUS AND SEMI-PRECIOUS GEMS AND GEMSTONES AND JEWELRY; PROVIDING CONSUMER INFORMATION VIA A WEBSITE IN THE FIELD OF DIAMONDS, JEWELRY, DIAMOND MINING AND DIAMOND PROCESSING INT. CL. 40 [LASER SCRIBING SERVICES OF PRECIOUS GEMSTONES AND DIAMONDS] INT. CL. 42 PROVIDING INFORMATION VIA A WEBSITE IN THE FIELDS OF DIAMOND MINING AND GEMOLOGICAL SERVICES, NAMELY, GRADING PRECIOUS STONES</p>	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 01-DEC-2008 Reel/Frame: 3896/0068 Correspondent: EUGENE M. PAK, ESQ. C/O DLA PIPER LLP 153 TOWNSEND STREET, SUITE 800 SAN FRANCISCO, CA 94107</p> <p>Assignee: BHP BILLITON DIAMONDS N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE RECEIVING PARTY NAME FROM "BHP BILLITON DIAMONDS N.V." TO "BHP BILLITON DIAMONDS (BELGIUM) N.V."</p>

				<p>PREVIOUSLY RECORDED ON REEL 003896 FRAME 0068. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT OF ENTIRE INTEREST AND</p> <p>Recorded: 21-FEB-2013 Reel/Frame: 4968/0282 Correspondent: DLA PIPER LLP (US) C/O HEATHER DUNN 555 MISSION STREET SUITE 2400 SAN FRANCISCO, CA 94105</p> <p>Assignee: BHP BILLITON DIAMONDS (BELGIUM) N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION Signed: 15-JUL-2013 Brief: ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS Recorded: 07-MAR-2014 Reel/Frame: 5232/0681 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, M4W 3J5 CANADA</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS N.V. BELGIUM CORPORATION</p>
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					<p>Signed: 10-APR-2013 Brief: CHANGE OF NAME Recorded: 07-MAR-2014 Reel/Frame: 5232/0687 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, ONC M4W 3J5</p> <p>Assignee: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION HOVENIERSSTRAAT 30, BOX 263-268 ANTWERP, 2018 BE (BELGIUM)</p>
US-9	<p>THE DEFINING SYMBOL OF CANADIAN DIAMONDS</p> <p>THE DEFINING SYMBOL OF CANADIAN DIAMONDS</p>	<p>App 21-NOV-2003 App 78331599 Reg 20-NOV-2007 Reg 3339229 Cancelled Cancellation Section: 8 Section 44(D)</p>	<p>INT. CL. 14 PRECIOUS AND SEMI- PRECIOUS GEMS AND GEMSTONES INT. CL. 35 WHOLESALE DISTRIBUTORSHIPS FEATURING DIAMONDS, PRECIOUS AND SEMI- PRECIOUS GEMS AND GEMSTONES</p>	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 01-DEC-2008 Reel/Frame: 3896/0068 Correspondent: EUGENE M. PAK, ESQ. C/O DLA PIPER LLP 153 TOWNSEND STREET, SUITE 800 SAN FRANCISCO, CA 94107</p> <p>Assignee: BHP BILLITON DIAMONDS N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE RECEIVING PARTY</p>

				<p>NAME FROM "BHP BILLITON DIAMONDS N.V." TO "BHP BILLITON DIAMONDS (BELGIUM) N.V." PREVIOUSLY RECORDED ON REEL 003896 FRAME 0068. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT OF ENTIRE INTEREST AND</p> <p>Recorded: 21-FEB-2013 Reel/Frame: 4968/0282 Correspondent: DLA PIPER LLP (US) C/O HEATHER DUNN 555 MISSION STREET SUITE 2400 SAN FRANCISCO, CA 94105</p> <p>Assignee: BHP BILLITON DIAMONDS (BELGIUM) N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION Signed: 15-JUL-2013 Brief: ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS Recorded: 07-MAR-2014 Reel/Frame: 5232/0681 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, M4W 3J5 CANADA</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>
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					<p>Assignor: BHP BILLITON DIAMONDS N.V. BELGIUM CORPORATION Signed: 10-APR-2013 Brief: CHANGE OF NAME Recorded: 07-MAR-2014 Reel/Frame: 5232/0687 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, ONC M4W 3J5</p> <p>Assignee: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION HOVENIERSSTRAAT 30, BOX 263-268 ANTWERP, 2018 BE (BELGIUM)</p>
US-10	<p><i>Design Only</i></p> 	<p>App 21-NOV-2003 App 78331632 Reg 26-AUG-2008 Reg 3492580 Registered Section 44(D)</p>	<p>INT. CL. 14 DIAMONDS; PRECIOUS AND SEMI-PRECIOUS GEMS AND GEMSTONES INT. CL. 35 WHOLESALE AND RETAIL DISTRIBUTORSHIPS FEATURING DIAMONDS, PRECIOUS AND SEMI- PRECIOUS GEMS AND GEMSTONES; PROVIDING WEBSITE FEATURING CONSUMER INFORMATION ON DIAMONDS, PRECIOUS AND SEMI-PRECIOUS GEMS AND GEMSTONES</p>	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 01-DEC-2008 Reel/Frame: 3896/0068 Correspondent: EUGENE M. PAK, ESQ. C/O DLA PIPER LLP 153 TOWNSEND STREET, SUITE 800 SAN FRANCISCO, CA 94107</p> <p>Assignee: BHP BILLITON DIAMONDS N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION</p>

				<p>Signed: 25-JUN-2007 Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE RECEIVING PARTY NAME FROM "BHP BILLITON DIAMONDS N.V." TO "BHP BILLITON DIAMONDS (BELGIUM) N.V." PREVIOUSLY RECORDED ON REEL 003896 FRAME 0068. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT OF ENTIRE INTEREST AND</p> <p>Recorded: 21-FEB-2013 Reel/Frame: 4968/0282 Correspondent: DLA PIPER LLP (US) C/O HEATHER DUNN 555 MISSION STREET SUITE 2400 SAN FRANCISCO, CA 94105</p> <p>Assignee: BHP BILLITON DIAMONDS (BELGIUM) N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION</p> <p>Signed: 15-JUL-2013 Brief: ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS</p> <p>Recorded: 07-MAR-2014 Reel/Frame: 5232/0681 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, M4W 3J5 CANADA</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION</p>
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					<p>P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS N.V. BELGIUM CORPORATION Signed: 10-APR-2013 Brief: CHANGE OF NAME Recorded: 07-MAR-2014 Reel/Frame: 5232/0687</p> <p>Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, ONC M4W 3J5</p> <p>Assignee: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION HOVENIERSSTRAAT 30, BOX 263-268 ANTWERP, 2018 BE (BELGIUM)</p>
US-11	<p>CANADAMARK Cross References: CANADA MARK</p>	<p>App 29-OCT-2002 App 76464985 Reg 06-NOV-2007 Reg 3328185 Registered</p>	<p>INT. CL. 14 PRECIOUS GEMSTONES; JEWELRY INT. CL. 38 PROVIDING MULTIPLE-USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK FOR THE TRANSFER AND DISSEMINATION OF A WIDE-RANGE OF INFORMATION INT. CL. 40 LASER SCRIBING OF PRECIOUS GEMSTONES</p>	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: BHP BILLITON INNOVATION PTY LTD. AUSTRALIA CORPORATION Signed: 31-MAY-2003 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 14-DEC-2004 Reel/Frame: 2992/0668</p> <p>Correspondent: ROTHWELL, FIGG, ERNST & MANBECK ROBERT B. MURRAY 1425 K ST., N.W. SUITE 800 WASHINGTON, D.C. 20005</p> <p>Assignee: POINT LAKE MARKETING INC. BRITISH COLUMBIA CORPORATION SUITE 2300 1111 WEST GEORGIA STREET</p>

					<p>VANCOUVER, BRITISH COLUMBIA, V6E 4M3 CA (CANADA)</p> <p>Assignor: BHP BILLITON INNOVATION PTY LTD AUSTRALIA COMPANY Signed: 31-MAY-2003 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 17-DEC-2004 Reel/Frame: 2994/0839 Correspondent: STITES & HARBISON, PLLC BREWSTER TAYLOR 1199 NORTH FAIRFAX STREET SUITE 900 ALEXANDRIA, VA 22314</p> <p>Assignee: POINT LAKE MARKETING INC. CANADA CORPORATION 2300 1111 WEST GEORGIA STREET VANCOUVER, V6E 4M3 CA (CANADA)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 01-DEC-2008 Reel/Frame: 3896/0068 Correspondent: EUGENE M. PAK, ESQ. C/O DLA PIPER LLP 153 TOWNSEND STREET, SUITE 800 SAN FRANCISCO, CA 94107</p> <p>Assignee: BHP BILLITON DIAMONDS N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268</p>
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					<p>ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE RECEIVING PARTY NAME FROM "BHP BILLITON DIAMONDS N.V." TO "BHP BILLITON DIAMONDS (BELGIUM) N.V." PREVIOUSLY RECORDED ON REEL 003896 FRAME 0068. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT OF ENTIRE INTEREST AND</p> <p>Recorded: 21-FEB-2013 Reel/Frame: 4968/0282 Correspondent: DLA PIPER LLP (US) C/O HEATHER DUNN 555 MISSION STREET SUITE 2400 SAN FRANCISCO, CA 94105</p> <p>Assignee: BHP BILLITON DIAMONDS (BELGIUM) N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION Signed: 15-JUL-2013 Brief: ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS Recorded: 07-MAR-2014 Reel/Frame: 5232/0681 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800</p>
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					<p>TORONTO, M4W 3J5 CANADA</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS N.V. BELGIUM CORPORATION Signed: 10-APR-2013 Brief: CHANGE OF NAME Recorded: 07-MAR-2014 Reel/Frame: 5232/0687 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, ONC M4W 3J5</p> <p>Assignee: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION HOVENIERSSTRAAT 30, BOX 263-268 ANTWERP, 2018 BE (BELGIUM)</p>
US-12	EKATI	<p>App 05-FEB-1999 App 75635156 Reg 11-DEC-2001 Reg 2517996 Renewed (Registered)</p>	INT. CL. 14 PRECIOUS GEMSTONES AND JEWELRY	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, ONATRIO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: BHP DIAMONDS, INC. CANADA CORPORATION Signed: 10-OCT-2011 Brief: CHANGE OF NAME Recorded: 06-MAR-2013 Reel/Frame: 4976/0093 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee: BHP BILLITON DIAMONDS INC. CANADA CORPORATION 925 WEST GEORGIA STREET</p>

				<p>2000 CATHEDRAL PLACE VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS INC CANADA CORPORATION Signed: 01-JUL-2007 Brief: AMALGAMATION OF BHP BILLITON DIAMONDS INC. WITH POINT LAKE MARKETING INC AND BHP PETROLEUM (TOLO) INC. TO FORM BHP BILLITON DIAMONDS INC. Recorded: 13-MAR-2013 Reel/Frame: 4981/0204 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee: BHP BILLITON DIAMONDS INC CANADA CORPORATION 2000 CATHEDRAL PLACE, 925 WEST GEORGIA STREET VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS INC CANADA CORPORATION Signed: 01-JUL-2008 Brief: AMALGAMATION OF BHP BILLITON DIAMONDS INC. WITH BHP BILLITON (TRINIDAD-EAST COAST) LTD TO FORM BHP BILLITON DIAMONDS INC Recorded: 14-MAR-2013 Reel/Frame: 4982/0275 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p>
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					<p>Assignee: BHP BILLITON DIAMONDS INC CANADA CORPORATION 925 WEST GEORGIA STREET 2000 CATHEDRAL PLACE VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS INC CANADA CORPORATION Signed: 01-JAN-2010 Brief: CHANGE OF NAME Recorded: 18-MAR-2013 Reel/Frame: 4984/0541 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee: BHP BILLITON CANADA INC CANADA CORPORATION 925 WEST GEORGIA STREET 2000 CATHEDRAL PLACE VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON CANADA INC CANADA CORPORATION Signed: 01-JUL-2010 Brief: AMALGAMATION OF BHP BILLITON CANADA INC WITH ATHABASCA POTASH INC TO FORM BHP BILLITON CANADA INC Recorded: 19-MAR-2013 Reel/Frame: 4985/0076 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee:</p>
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				<p>BHP BILLITON CANADA INC CANADA CORPORATION 925 WEST GEORGIA STREET 2000 CATHEDRAL PLACE VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON CANADA INC CANADA CORPORATION Signed: 01-JUL-2012 Brief: AMALGAMATION OF BHP BILLITON CANADA INC WITH BHP BILLITON (TRINIDAD 3B) INC TO FORM BHP BILLITON CANADA INC Recorded: 20-MAR-2013 Reel/Frame: 4985/0927 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee: BHP BILLITON CANADA INC CANADA CORPORATION 2900 - 550 BURRARD STREET VANCOUVER, BC V6C 0A3 CA (CANADA)</p> <p>Assignor: BHP BILLITON CANADA INC CANADA CORPORATION Signed: 10-APR-2013 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 08-NOV-2013 Reel/Frame: 5159/0041 Correspondent: PAUL HERBERT C/O RICHES, MCKENZIE & HERBERT LLP SUITE 1800 2 BLOOR STREET EAST TORONTO, ONTARIO M4W 3J5</p> <p>Assignee: DOMINION DIAMOND EKATI</p>
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					<p>CORPORATION CANADA CORPORATION 1102 4920 52 STREET YELLOWKNIFE, NT, X1A 3T1 CA (CANADA)</p> <p>Assignor: DOMINION DIAMOND EKATI CORPORATION CANADA CORPORATION Signed: 15-JUL-2013 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 08-NOV-2013 Reel/Frame: 5159/0047</p> <p>Correspondent: PAUL HERBERT C/O RICHES, MCKENZIE & HERBERT LLP SUITE 1800 2 BLOOR STREET EAST TORONTO, ONTARIO M4W 3J5</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, ONTARIO, M5W 4T9 CA (CANADA)</p>
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EXHIBIT A
FORM OF SUPPLEMENT
TO
CANADIAN PLEDGE AND SECURITY AGREEMENT

TO: Name: Credit Suisse AG, Cayman Islands Branch, as administrative agent (the “Agent”)
Address: Eleven Madison Avenue, 6th Floor
New York, New York 10010
Attention: Agency Manager
Email: agency.loanops@credit-suisse.com
Fax: (212) 322-2291

RECITALS:

A. Reference is made to the Canadian Pledge and Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of November 1, 2017 entered into by Northwest Acquisitions ULC and certain of its affiliates (including those which thereafter sign a Supplement), in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties).

B. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement, including the definitions of terms incorporated in the Security Agreement by reference to other agreements.

C. Section 40 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Debtors under the Security Agreement by executing and delivering to the Agent a supplemental agreement to the Security Agreement in the form of this Supplement.

D. The undersigned (the “**New Debtor**”) has agreed to become a Debtor under the Security Agreement by executing and delivering this Supplement to the Agent.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the New Debtor, the New Debtor agrees with and in favour of the Agent (for its own benefit and for the benefit of the Secured Parties) as follows:

1. The New Debtor has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Agent pursuant to Section 40 of the Security Agreement.
2. Effective from and after the date this Supplement is executed and delivered to the Agent by the New Debtor:

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- (a) the New Debtor shall be, and shall be deemed for all purposes to be, a Debtor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interests, as if the New Debtor had been, as of the date of this Supplement, an original signatory to the Security Agreement as a Debtor; and
- (b) all Collateral of the New Debtor shall be subject to the Security Interests granted by the New Debtor as security for the due payment and performance of the Secured Liabilities of the New Debtor in accordance with the provisions of the Security Agreement.

In furtherance of the foregoing, the New Debtor, as general and continuing collateral security for the due payment and performance of its Secured Liabilities, pledges, mortgages, charges and assigns (by way of security) to the Agent (for its own benefit and for the benefit of the other Secured Parties), and grants to the Agent (for its own benefit and for the benefit of the other Secured Parties) a security interest in, all right, title and interest in and to the Collateral of the New Debtor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

3. The New Debtor represents and warrants to the Agent (for its own benefit and for the benefit of the other Secured Parties) that each of the representations and warranties made or deemed to have been made by it under the Security Agreement as a Debtor are true and correct on the date of this Supplement.
4. All of the information set out in Schedule A to this Supplement with respect to the New Debtor is accurate and complete as of the date of this Supplement.
5. Upon this Supplement bearing the signature of any Person claiming to have authority to bind the New Debtor coming into the possession of the Agent, this Supplement and the Security Agreement shall be deemed to be finally and irrevocably executed and delivered by, and be effective and binding on, and enforceable against, the New Debtor free from any promise or condition affecting or limiting the liabilities of the New Debtor. No statement, representation, agreement or promise by any officer, employee or agent of the Agent or any Secured Party, unless expressly set forth in this Supplement, forms any part of this Supplement or has induced the New Debtor to enter into this Supplement and the Security Agreement or in any way affects any of the agreements, obligations or liabilities of the New Debtor under this Supplement and the Security Agreement.
6. Delivery of an executed signature page to this Supplement by the New Debtor by facsimile or other electronic transmission shall be as effective as delivery by the New Debtor of a manually executed copy of this Supplement by the New Debtor.
7. The New Debtor hereby agrees to file, from time to time, in any relevant jurisdiction any financing statements (including fixture filings), and financing change statements that contain the information required by the PPSA or the UCC of each applicable jurisdiction for the filing of any financing statement or financing change statement relating to the Collateral, including the filing

- 3 -

of a financing statement describing the Collateral as “all assets now owned or hereafter acquired by the Debtor or in which Debtor otherwise has rights” or using words of similar meaning.

8. This Supplement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

9. This Supplement and the Security Agreement shall be binding upon the New Debtor and its successors. The New Debtor shall not assign its rights and obligations under this Supplement or the Security Agreement, or any of its rights or obligations in this Supplement or the Security Agreement.

Dated: [MONTH] [DAY], [YEAR]

[NEW DEBTOR], as a Debtor

By: _____

Name:

Title:

SCHEDULE A
DEBTOR INFORMATION

Full legal name:

Prior names:

Predecessor companies:

Jurisdiction of incorporation or organization:

Address of chief executive office:

Provinces where business is carried on or tangible Personal Property is kept:

Addresses of all owned real property:

Addresses of all leased real property:

Subsidiaries of the New Debtor:

Instruments, Documents of Title and Chattel Paper of the New Debtor:

- 2 -

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
[SUBCO]	[100 common shares]	[100%]	[C-1]	[Toronto]

Pledged Securities Accounts:

Pledged Securities Intermediary	Securities Account Number	Pledged Securities Intermediary's Jurisdiction	Pledged Security Entitlements
[BROKERAGE HOUSE]	[NUMBER]	[Ontario]	[100 common shares of [COMPANY]]

Pledged Uncertificated Securities:

Pledged Issuer	Pledged Issuer's Jurisdiction	Securities Owned	% of issued and outstanding Securities of Pledged Issuer
[LIMITED PARTNERSHIP]	[Ontario]	[100 limited partnership units]	[50% of all limited partnership interests]

Pledged Futures Accounts:

Pledged Futures Intermediary	Futures Account Number	Pledged Futures Intermediary's Jurisdiction	Pledged Futures Contracts
[BROKERAGE HOUSE]	[NUMBER]	[Ontario]	[Brief description of Contract]

Registered trade-marks and applications for trademark registrations:

<i>Country</i>	<i>Trade-mark</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Licensed to or by Debtor¹</i>
						[Y/N]

Patents and patent applications:

<i>Country</i>	<i>Title</i>	<i>Patent No.</i>	<i>Application Date</i>	<i>Date of Grant</i>	<i>Licensed to or by Debtor</i>
					[Y/N]

Copyright registrations and applications for copyright registrations:

<i>Country</i>	<i>Work</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Licensed to or by Debtor</i>
					[Y/N]

Industrial designs/registered designs and applications for registered designs:

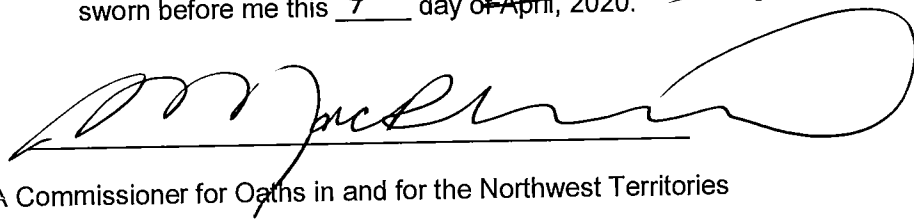
<i>Country</i>	<i>Design</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Issue Date</i>	<i>Licensed to or by Debtor</i>
						[Y/N]

¹ If the answer to this or any corresponding column is "yes", describe the particulars of each such licence.

This is Exhibit "B" referred to in the Affidavit of

Thomas Croese

sworn before me this 7th day of ~~April~~ ^{May}, 2020.



A Commissioner for Oaths in and for the Northwest Territories

SHEILA M. MacPHERSON
Notary Public in and for the
Northwest Territories. My commission
does not expire being a solicitor

**SUBORDINATION AGREEMENT/
ACKNOWLEDGMENT OF LIEN**

This Agreement made the 1st day of November, 2017.

BETWEEN:

DIAVIK DIAMOND MINES (2012) INC., in its capacity as Participant

(hereinafter called "DDMI (2012)")

OF THE FIRST PART;

- and -

WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as notes collateral agent

(hereinafter referred to as the "Agent")

OF THE SECOND PART;

- and -

DOMINION DIAMOND DIAVIK LIMITED PARTNERSHIP,

(hereinafter called the "DDDLP")

OF THE THIRD PART;

- and -

NORTHWEST ACQUISITIONS ULC

(hereinafter called the "Escrow Issuer")

OF THE FOURTH PART

WHEREAS Kennecott Canada Inc. ("**Kennecott**") and Aber Resources Limited ("**ARL**") entered into the Diavik Joint Venture Agreement dated March 23, 1995, as amended by an Amending Agreement dated December 1, 1995 (the "**Original JVA**");

AND WHEREAS Kennecott assigned all of its rights under the Original JVA to Diavik Diamond Mines Inc. ("**DDMI**") and ARL assigned all of its rights under the Original JVA to Aber Diamond Mines Ltd. ("**ADM**") (a predecessor of the Dominion Diamond Corporation);

AND WHEREAS DDMI and ADM entered into the Diavik Joint Venture Amending Agreement (No. 2) dated as of the 17th day of January, 2002 (the "**JVA Amending Agreement No. 2**");

AND WHEREAS DDMI and ADM entered into the agreement to establish a protocol for diamond splitting dated as of January 7, 2003 (the "**Original Protocol Agreement**"), further amending the Original JVA as amended by the JVA Amending Agreement No. 2;

- 2 -

AND WHEREAS DDMI and ADM entered into the Diavik Joint Venture Amending Agreement (No. 3) dated as of March 3, 2004 (the “**JVA Amending Agreement No. 3**”) to further amend the Original JVA by deleting certain of the provisions of the JVA Amending Agreement No. 2;

AND WHEREAS ADM assigned all of its rights under the Original JVA, as amended, to Aber Diamond Limited Partnership (a predecessor of Harry Winston Diamond Limited Partnership “**HWDLP**”, which is in turn a predecessor of DDDL) effective as of March 11, 2005;

AND WHEREAS DDMI assigned all of its rights under the Original JVA, as amended and supplemented by the JVA Amending Agreement No. 2 and the JVA Amending Agreement No. 3, to DDMI (2012), effective as of January 7, 2014;

AND WHEREAS DDMI and HWDLP entered into an amendment to the Protocol Agreement dated as of November 4, 2011, and a further amendment dated as of February 14, 2014 (together the “**Protocol Agreement Amendments**”, and together with the Original Protocol Agreement, the “**Protocol Agreement**”);

AND WHEREAS DDMI and DDDL entered into an Environmental Security Agreement dated August 25, 2015, amended on November 5, 2015 and June 30, 2017 (the “**ESA**”);

AND WHEREAS the Original JVA, as amended and supplemented by the JVA Amending Agreement No. 2, the JVA Amending Agreement No. 3, the Protocol Agreement and the ESA, in each case as in effect on the date hereof, are hereinafter referred to as the “**JVA**”;

AND WHEREAS the Escrow Issuer and the Agent, *inter alios*, are parties to an indenture dated as of October 23, 2017 (the “**Indenture**”);

AND WHEREAS, pursuant to a purchase agreement dated October 6, 2017 among the Escrow Issuer, Dominion Finco Inc. (the “**Co-Issuer**”, and collectively with the Escrow Issuer, the “**Issuers**”) and Credit Suisse Securities (USA) LLC and the Indenture, the Issuers issued and sold US\$550,000,000 aggregate principal amount of 7.125% Senior Secured Second Lien Notes due 2022 (the “**Notes**”);

AND WHEREAS, DDDL has agreed to guarantee to each holder of Notes, to the Agent and to Wilmington Trust, National Association, in its capacity as trustee (Wilmington Trust, National Association, in such capacity, in its capacity as Agent and the holders of Notes are referred to herein as the “**Secured Parties**”) under the Indenture and its successors and assignees on behalf of each holder of Notes the full payment of principal of, premium, if any, interest, if any, and certain other additional amounts, if any, on and all other monetary obligations of the Issuers under the Indenture and the Notes (collectively, the “**Obligations**”), and as security for the obligations of DDDL pursuant to such guarantee, DDDL has agreed to grant to the Agent for the benefit of the Secured Parties by way of a general security agreement substantially in the form attached hereto as Schedule “A” a mortgage, charge, assignment and security interest over, *inter alia*, DDDL’s Participating Interest, any Net Profit Royalty to which DDDL may become entitled pursuant to Article 10 of the JVA and all of DDDL’s right, title and interest to the Assets (as defined under the JVA) (collectively and including as same may be amended, restated, revised, supplemented or replaced from time to time, the “**Secured Parties’ Security**”);

AND WHEREAS, for the purpose of delineating their respective rights and obligations in relation to one another, the parties hereto have agreed to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto) the parties hereto hereby covenant and agree with each other as follows:

1. **Subordination**

The Agent, for itself and on behalf of the Secured Parties, hereby agrees that the mortgages, charges, assignments and security interests in DDDL P's Participating Interest, Net Profit Royalty and the Assets pursuant to the JVA created by the Secured Parties' Security (the "**Secured Parties' Charge**") are fully subordinate to the terms of the JVA (and the respective rights of the parties thereunder) and the Secured Parties' Charge shall be fully subordinate in priority to any mortgage, security interest or other security now or hereafter held by DDMI (2012) in DDDL P's Participating Interest, Net Profit Royalty and the Assets pursuant to the JVA (as in effect on the date hereof, or as amended from time to time with the consent of the Agent) (the "**DDMI (2012) Charge**"). The foregoing acknowledgement and grant of priority shall be effective notwithstanding the respective dates of execution of, advance of monies under, registration or perfection of, notice or demand under, enforcement of the Secured Parties' Charge and the DDMI (2012) Charge. The parties hereto agree that the Secured Parties' security interest in any other assets or property (other than DDDL P's Participating Interest, Net Profit Royalty and the Assets pursuant to the JVA) is not subordinated, affected, diminished or otherwise compromised hereby.

2. **Notice and Acknowledgement of Security**

- (a) The Agent hereby gives written notice of the Secured Parties' Security.
- (b) DDMI (2012) hereby acknowledges that the Agent and DDDL P have delivered to DDMI (2012) written notice of the Secured Parties' Security and DDMI (2012) acknowledges that the granting of the Secured Parties' Security is a permitted transfer under Section 15.2(d) of the JVA.

3. **Confirmation**

Pursuant to Section 2.4 of the JVA, DDMI (2012) and DDDL P hereby acknowledge and confirm that, as of the date hereof:

- (a) DDDL P's Participating Interest is 40%; and
- (b) DDMI (2012)'s Participating Interest is 60%.

4. **Joint Venture Agreement**

Notwithstanding anything to the contrary contained in the Secured Parties' Security, the Agent agrees for itself and on behalf of the Secured Parties that the enforcement rights of the Agent and the Secured Parties with respect to the Secured Parties' Charge must be exercised in accordance and in compliance with the applicable terms of the JVA including without limitation paragraph 15.2(d) thereof. Without limiting the generality of the foregoing, to the extent the Agent becomes entitled to a share of diamond production from the Diavik project, the Agent will be bound by, and entitled to the benefit of, the Protocol Agreement.

5. **Notices**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by telecopier, electronic mail or other electronic communication addressed:

- (a) in the case of DDMI (2012) to:

Diavik Diamond Mines (2012) Inc.
 P.O. Box 2498
 5201 – 50th Avenue, Suite 300
 Yellowknife, NT X1A 2P8
 Attention: Vice President, Finance
 Telecopier: (867) 336-9058
 Email: jon.brennan@riotinto.com

- (b) in the case of the Agent to:

Wilmington Trust, National Association, as Agent
 50 South Sixth Street, Suite 1290
 Minneapolis, MN 55402
 Attention: Dominion Diamond Administrator
 Fax: (612) 217-5651

- (c) in the case of DDDL to:

c/o Dominion Diamond Holdings Ltd.
 900 – 6064 Street SW
 Calgary, Alberta T2P 1T1
 Attention: Ron Cameron
 Telecopier: (416) 362-2230
 Email: ron.cameron@ekati.ddcorp.ca

with a copy to:

Dominion Diamond Corporation
 900-6064 Street SW
 Calgary, Alberta T2P 1T1
 Attention: Ron Cameron
 Telecopier: (416) 362-2230
 Email: ron.cameron@ekati.ddcorp.ca

- (d) in the case of the Escrow Issuer to:

Northwest Acquisitions ULC
 900 - 606 4 Street SW
 Calgary, AB T2P 1T1
 Canada
 Attn: Finance
 Tel: (403) 910-1933

or to such other address as any party hereto may, from time to time designate in writing to the other parties hereto. Any communication shall be considered to have been received on the date of delivery if delivered during business hours by courier or electronic mail, or on the first business day following delivery if delivered after business hours or by telecopier.

6. **Defined Terms**

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the JVA.

7. **Further Assurances**

The parties hereto shall with reasonable diligence do all things and provide such further documents or instruments as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

8. **Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. **Governing Law**

This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

10. **Counterparts**

This Agreement may be executed by facsimile or electronic signature and in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

11. **Concerning the Agent**

Wilmington Trust, National Association is entering this Agreement in its capacity as notes collateral agent under the Indenture and not in its individual capacity. In acting hereunder, the Agent shall be entitled to all of the rights, privileges and immunities of the notes collateral agent set forth in the Indenture, including without limitation, those set forth in Section 11.8 thereof, as if such rights, privileges and immunities were set forth herein.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first noted above.

DIAVIK DIAMOND MINES (2012) INC., as Participant

louis.beland

Digitally signed by louis.beland
DN: dc=org, dc=riotinto, dc=corp,
ou=PROD, ou=AMER, ou=CA-Montreal_Maison, ou=People,
cn=louis.beland,
email=Louis.Beland@riotinto.com
Date: 2017.10.27 09:48:13 -04'00'

By: Thenua, Sandeep (DDMI)
Name:
Title:

Digitally signed by Thenua, Sandeep (DDMI)
DN: dc=org, dc=riotinto, dc=corp, ou=PROD, ou=AMER, ou=CA-Montreal_Maison, ou=People, cn=Thenua, Sandeep (DDMI), email=Sandeep.Thenua@riotinto.com
Date: 2017.10.26 17:14:43 -05'00'

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent

By: _____
Name:
Title:

S - 1

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first noted above.

**DIAVIK DIAMOND MINES (2012) INC., as
Participant**


By: _____
Name:
Title:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent**

By:  _____
Name: **Hallie E. Field**
Title: **Assistant Vice President**

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**DOMINION DIAMOND DIAVIK LIMITED
PARTNERSHIP, by its general partner,
DOMINION DIAMOND HOLDINGS LTD.**

By: 
Name: Math Quinlan
Title: Chief Financial Officer

NORTHWEST ACQUISITIONS ULC

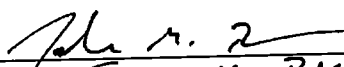
By: _____
Name:
Title:

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**DOMINION DIAMOND DIAVIK LIMITED
PARTNERSHIP, by its general partner,
DOMINION DIAMOND HOLDINGS LTD.**

By: _____
Name:
Title:

NORTHWEST ACQUISITIONS ULC

By:  _____
Name: JOSEPH M. RACICOT
Title: SECRETARY

SCHEDULE "A"
GENERAL SECURITY AGREEMENT

See attached.

SECOND LIEN CANADIAN PLEDGE AND SECURITY AGREEMENT

This Second Lien Canadian Pledge and Security Agreement is made as of November 1, 2017 by and among the Debtors (as hereinafter defined) and Wilmington Trust, National Association, as Notes Collateral Agent (under and as defined in the Indenture referred to below) (in such capacity and together with any successor in such capacity, the “Agent”).

RECITALS:

A. Northwest Acquisitions ULC (the “Escrow Issuer”), Dominion Finco Inc. (the “Co-Issuer” and, together with the Escrow Issuer, the “Notes Issuers”) and Wilmington Trust, National Association, as Trustee, Agent, Paying Agent, Transfer Agent and Registrar are parties to that certain indenture dated as of October 23, 2017 (as amended, supplemented, restated, amended and restated, replaced or modified from time to time, the “Indenture”).

B. Each Guarantor has executed and delivered to the Agent (for its own benefit and for the benefit of the other Secured Parties) a supplemental indenture, dated as of the date hereof, pursuant to which it has guaranteed the Notes Obligations of the Notes Issuers under the Indenture and the Notes.

C. To secure the payment and performance of its Secured Liabilities, each Debtor has agreed to grant to the Agent (for its own benefit and for the benefit of the other Secured Parties) the Security Interests with respect to its Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by each Debtor, each Debtor severally (and not jointly or jointly and severally) agrees with and in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties) as follows:

1. **Definitions.** In this Agreement capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Indenture, and the following terms have the following meanings:

“Accessions”, “Account”, “Certificated Security”, “Chattel Paper”, “Consumer Goods”, “Document of Title”, “Equipment”, “Financial Asset”, “Futures Account”, “Futures Contract”, “Futures Intermediary”, “Goods”, “Instrument”, “Intangible”, “Inventory”, “Investment Property”, “Money”, “Proceeds”, “Securities Account”, “Securities Intermediary”, “Security”, “Security Certificate”, “Security Entitlement” and “Uncertificated Security” have the meanings given to them in the PPSA.

“Agent” shall have the meaning given to that term in the preamble hereto.

“Agreement” means this second lien Canadian pledge and security agreement, including the exhibits and recitals to this agreement, the Supplements and the Schedules, as it or they may be amended, supplemented, restated, amended and restated, replaced or modified from time to time, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

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“Applicable Authorized Representative” has the meaning assigned to such term in Section 14.

“Books and Records” means, with respect to any Debtor, all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Personal Property of such Debtor which are at any time owned by such Debtor or to which such Debtor (or any Person on such Debtor’s behalf) has access.

“Business” means the exploration, development and operation of diamond deposits and diamond mines and the polishing, sorting, marketing and wholesale sale of diamonds.

“Capital Stock” means:

- (a) in the case of a corporation, corporate stock;
- (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (c) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or, membership interests; and
- (d) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

“Collateral” means, with respect to any Debtor, any and all and any part of each Debtor’s present and after acquired personal property, including all of the present and future:

- (a) undertaking;
- (b) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement);
- (c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property); and
- (d) without limiting the generality of the foregoing, all right, title and interest in and to any and all mineral claims, mining rights, mining claims (whether patented or unpatented), mining leases (including the leasehold or other interest created pursuant to any such mining lease and all rights or options of the lessee under each such mining lease to purchase or acquire the leasehold estate of the landlord or any right or option of termination, renewal, extension or first offer or first

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refusal for the same), including, without limitation, those described in Schedule B to this Agreement,

of such Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which such Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by such Debtor, and all Proceeds of any of the foregoing, wherever located; provided, however, that the term "Collateral"* shall not include any Excluded Assets.

"Contracts" means, with respect to any Debtor, all contracts and agreements to which such Debtor is at any time a party or pursuant to which such Debtor has at any time acquired rights, and includes (i) all rights of such Debtor to receive money due and to become due to it in connection with a contract or agreement, (ii) all rights of such Debtor to damages arising out of, or for breach or default with respect to, a contract or agreement, and (iii) all rights of such Debtor to perform and exercise all remedies in connection with a contract or agreement.

"Debtors" means the Persons executing a signature page to this Agreement as a "Debtor" and any other Person which hereafter delivers a Supplement in the capacity of a "Debtor", and **"Debtor"** means any one of them.

"Environmental Laws" means all laws, rules, regulations, codes and ordinances and binding orders, decrees, judgments, injunctions, permits, authorizations, approvals, licenses, notices or agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to pollution, the environment, preservation or reclamation of natural resources, the protection of plants or animals, Hazardous Materials or to human health and safety matters with respect to exposure to any Hazardous Materials.

"Equivalent Amount" in one currency on any day means the amount of such currency that would result from the Agent converting into such currency another currency at approximately 12:00 noon (Toronto time) on such day in accordance with Agent's customary practice.

"Event of Default" has the meaning given to that term in the Indenture or in any Pari Secured Indebtedness Agreement, as applicable.

"Exhibits" means the exhibits to this Agreement.

"Flood Hazard Property" means any Material Real Estate Asset subject to a Mortgage if any building included in such Material Real Estate Asset is located in an area designated by the Federal Emergency Management Agency as having special flood hazards.

"Governmental Authority" means the government of the United States of America, Canada, any other nation or any political subdivision thereof, whether state, provincial, territorial, or local, and any agency, authority, ministry, board, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, and any private body exercising any supervisory or oversight role established pursuant to an agreement with government.

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“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including wastes from mining operations, petroleum or petroleum distillates, asbestos or asbestos containing materials, metals, tailings, waste rock, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes in each case above as regulated pursuant to any Environmental Law.

“Insurance” means any and all insurance policies covering any or all of any other Collateral (regardless of whether the Agent is the loss payee or an additional insured or named insured thereof).

“Intellectual Property Rights” means, with respect to any Debtor, all industrial and intellectual property rights of such Debtor or in which such Debtor has any right, title or interest, including copyrights, patents, inventions (whether or not patented or patentable), trade-marks, tradenames, get-up trade dress and other business indicia, industrial designs, integrated circuit topographies, know how, processes, business methods, methods of production, scientific and technical information and data and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all Contracts related to any such industrial and intellectual property rights.

“Intervening Creditor” has the meaning assigned to such term in Section 48.

“Issuer” has the meaning given to that term in the STA.

“Material Adverse Effect” means (a) a material adverse effect on the business, financial condition or results of operations of the Notes Issuers and their Restricted Subsidiaries, taken as a whole or (b) a material and adverse effect on the material rights and remedies (taken as a whole) of the Notes Collateral Agent, the Trustee or any Pari Secured Indebtedness Agent under any Notes Documents or Pari Secured Indebtedness Documents.

“Material Real Estate Asset” means any “fee-owned” Real Estate Asset having a fair market value (as determined by the Escrow Issuer in good faith after taking into account any liabilities with respect thereto that impact such fair market value) in excess of USD\$10,000,000.

“Mortgages” means any mortgage, deed of trust, deed to secure debt, hypothec or other agreement that conveys or evidences a Lien in favor of the Agent, for the benefit of the Agent and the relevant Secured Parties, on any Material Real Estate Asset constituting Collateral.

“Notes Issuers” shall have the meaning given to that term in the recitals hereto, and their respective successors and assigns.

“Notes Secured Liabilities” means, with respect to any Debtor, all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of such Debtor to the Notes Secured Parties (or any of them) under, in connection with or with respect to the Notes Documents, and any unpaid balance thereof, including all of the Notes Obligations.

“Notes Secured Parties” has the meaning assigned to the term “Secured Parties” in the Indenture.

“Organizational Documents” means, (a) with respect to any corporation, its certificate or articles of incorporation or organization and its by-laws (or equivalent), (b) with respect to any limited partnership, its certificate of limited partnership and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating or limited liability company agreement, and (e) with respect to any other form of entity, such other organizational documents required by local law or customary under the jurisdiction in which such entity is organized to document the formation and governance principles of such type of entity.

“Pari Secured Indebtedness” means “Pari Secured Indebtedness” as defined in the Indenture, but only to the extent such Pari Secured Indebtedness is secured by a Security Interest in favor of the Agent under this Agreement.

“Pari Secured Indebtedness Agent” shall mean the Person appointed to act as trustee, agent or representative for the holders of Pari Secured Indebtedness pursuant to any Pari Secured Indebtedness Agreement, together with any permitted successors or assigns of such Person.

“Pari Secured Indebtedness Agreement” means any credit agreement, indenture (other than the Indenture) or other agreement, document or instrument pursuant to which any Debtor has or will incur Pari Secured Indebtedness; provided that, in each case, the Indebtedness thereunder has been designated as Pari Secured Indebtedness Secured Liabilities pursuant to and in accordance with Section 46.

“Pari Secured Indebtedness Documents” means, with respect to any series of Pari Secured Indebtedness, the Pari Secured Indebtedness Agreement and the notes, credit agreements, indentures, security documents and other operative agreements evidencing or governing such Pari Secured Indebtedness and each other agreement entered into for the purpose of securing such Pari Secured Indebtedness.

“Pari Secured Indebtedness Secured Liabilities” means, with respect to any Debtor, all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of such Debtor to the Pari Secured Indebtedness Secured Parties (or any of them) under, in connection with or with respect to the Pari Secured Indebtedness, and any unpaid balance thereof, including all of the Pari Secured Indebtedness.

“Pari Secured Indebtedness Secured Party Consent” means a consent substantially in the form of Exhibit B to this Agreement executed by the Pari Secured Indebtedness Agent as representative of any holders of Pari Secured Indebtedness Secured Liabilities pursuant to Section 46.

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“Permits” means, with respect to any Debtor, all permits, licences, waivers, exemptions, consents, certificates, authorizations, approvals, franchises, rights-of-way, easements and entitlements that such Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.

“Personal Property” means personal property and includes Accounts, Chattel Paper, Documents of Title, Financial Assets, Equipment, Goods, Instruments, Insurance, Intangibles, Inventory, Investment Property, Money and Pledged Indebtedness.

“Pledged Certificated Securities” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Certificated Security.

“Pledged Futures Accounts” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Account.

“Pledged Futures Contracts” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Contract.

“Pledged Futures Intermediary” means, at any time, any Person which is at such time is a Futures Intermediary at which a Pledged Futures Account is maintained.

“Pledged Futures Intermediary’s Jurisdiction” means, with respect to any Pledged Futures Intermediary, its jurisdiction as determined under section 7.1(4) of the PPSA.

“Pledged Indebtedness” means any and all and any part of present and future Indebtedness owed to any Debtor by any Person.

“Pledged Issuer” means, with respect to any Debtor at any time, any Person which is an Issuer of, or with respect to, any Pledged Shares of such Debtor at such time.

“Pledged Issuer’s Jurisdiction” means, with respect to any Pledged Issuer, its jurisdiction as determined under section 44 of the STA.

“Pledged Securities” means, with respect to any Debtor, any and all issued and outstanding Capital Stock held by such Debtor on the date hereof (including of each issuer set forth on the Schedules hereto) or hereafter acquired, together with all rights, privileges, authority and powers of such Debtor relating to such Capital Stock in each issuer of such Capital Stock or under any Organizational Document of each such issuer, and the certificates, instruments and agreements representing such Capital Stock and any and all interest of such Debtor in the entries on the books of any financial intermediary pertaining to such Capital Stock, and including all Capital Stock issued in respect of any of the foregoing upon any consolidation, amalgamation or merger.

“Pledged Securities Accounts” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Securities Account.

“Pledged Securities Intermediary” means, at any time, any Person which is at such time a Securities Intermediary at which a Pledged Securities Account is maintained.

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“**Pledged Securities Intermediary’s Jurisdiction**” means, with respect to any Pledged Securities Intermediary, its jurisdiction as determined under section 45(2) of the STA.

“**Pledged Security Certificates**” means, with respect to any Debtor, any and all certificates representing the Pledged Securities of such Debtor.

“**Pledged Security Entitlements**” means, with respect to any Debtor, any and all Collateral of such Debtor that is a Security Entitlement.

“**Pledged Shares**” means, with respect to any Debtor, all Pledged Securities and Pledged Security Entitlements of such Debtor.

“**Pledged Uncertificated Securities**” means, with respect to any Debtor, any and all Collateral of such Debtor that is an Uncertificated Security.

“**Real Estate Asset**” means collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned, leased or operated by any person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.

“**Receiver**” means a receiver, a manager, a receiver and manager, interim receiver or similar official for any Debtor.

“**Release Date**” means the date on which all the Secured Liabilities of each Debtor have been paid and discharged in full in accordance with Section 11.2 of the Indenture and analogous sections of each Pari Secured Indebtedness Document.

“**Schedules**” means the schedules to this Agreement.

“**Secured Documents**” means the Notes Documents and the Pari Secured Indebtedness Documents.

“**Secured Liabilities**” means the Notes Secured Liabilities and the Pari Secured Indebtedness Secured Liabilities.

“**Secured Parties**” means the Notes Secured Parties and the Pari Secured Indebtedness Secured Parties.

“**Security Interests**” means, with respect to any Debtor, the Liens created or granted by such Debtor in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties) under this Agreement.

“**STA**” means the *Securities Transfer Act* (Ontario), including the regulations thereto and related Minister’s Orders; provided that, if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder or under any other Secured Document on the Collateral is governed by the personal property security legislation or other applicable legislation with respect

to personal property security in effect in a jurisdiction in Canada other than the Province of Ontario, "STA" means the Securities Transfer Act or such other applicable legislation in effect from time to time in such other jurisdiction in Canada for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"**Supplement**" has the meaning given to that term in Section 40.

"**U.S. Security Agreement**" means that certain Second Lien Pledge and Security Agreement, dated as of the date hereof, by and among Dominion Finco Inc., Dominion Diamond Delaware Company LLC, certain affiliates party thereto from time to time as Debtors (as defined therein) and the Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**ULC**" means an Issuer that is an unlimited company, unlimited liability corporation or unlimited liability company or any similar body corporate or other business entity formed under the laws of any jurisdiction whose members, shareholders or other equity holders are, or may at any time become, responsible for any of the obligations of that entity whether such responsibility is to the entity or any creditor of the entity or any other person.

"**ULC Laws**" means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future laws governing ULCs.

"**ULC Shares**" means shares or other equity interests in the capital stock of a ULC.

2. **Entire Agreement.** This Agreement and the other Secured Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and the other Secured Documents.

3. **Currency Matters.** Unless stated otherwise, all calculations, comparisons, measurements or determinations under this Agreement shall be made in Canadian Dollars. For the purpose of such calculations, comparisons, measurements or determinations, amounts denominated in other currencies shall be converted into the Equivalent Amount of Canadian Dollars on the date of calculation, comparison, measurement or determination.

4. **Grant of Security Interests.** As general and continuing collateral security for the due payment and performance of its Secured Liabilities, each Debtor pledges, mortgages, charges and grants to the Agent for its own benefit and for the benefit of the other Secured Parties a continuing, specific and fixed security interest in all of such Debtor's right, title and interest in and to its Collateral.

5. **Fixed Nature of Security Interest.** The Security Interests are intended to operate as a fixed and specific charge of all of the Collateral presently existing, and with respect to all future Collateral, to operate as a fixed and specific charge of such future Collateral.
6. **Limitations on Grant of Security Interests.** The Security Interests do not attach to Consumer Goods or extend to the last day of the term of any lease or agreement for lease of real property. Such last day shall be held by the applicable Debtor in trust for the Agent (for its own benefit and for the benefit of the other Secured Parties) and, on the exercise by the Agent of any of its rights or remedies under this Agreement following an Event of Default which is continuing, shall be assigned by such Debtor as directed by the Agent.
7. **Attachment; No Obligation to Advance.** Each Debtor confirms that value has been given by the Secured Parties to such Debtor, that such Debtor has rights in its Collateral existing at the date of this Agreement or the date of any Supplement, as applicable, and that such Debtor and the Agent have not agreed to postpone the time for attachment of the Security Interests to any of the Collateral of such Debtor. The Security Interests with respect to the Collateral of each Debtor created by this Agreement shall have effect and be deemed to be effective whether or not the Secured Liabilities of such Debtor or any part thereof are owing or in existence before or after or upon the date of this Agreement or the date of any Supplement, as applicable. Neither the execution and delivery of this Agreement or any Supplement nor the provision of any financial accommodation by any Secured Party shall oblige any Secured Party to make any financial accommodation or further financial accommodation available to any Debtor or any other Person.
8. **Representations and Warranties.** Each Debtor represents and warrants to the Agent (for its own benefit and for the benefit of the other Secured Parties) that, as of the date of this Agreement:
- (a) **Debtor Information.** All of the information set out in the Schedules and Supplements, as applicable, with respect to such Debtor is accurate and complete.
 - (b) **Authority.** Such Debtor has full power and authority to grant to the Agent (for its own benefit and for the benefit of the other Secured Parties) the Security Interests granted by such Debtor and to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance does not contravene any of such Debtor's Organizational Documents or any agreement, instrument or restriction to which such Debtor is a party or by which such Debtor or any of its Collateral is bound.
 - (c) **Security Interest.** Each Debtor's Security Interest constitutes a legal, valid and perfected security interest in all of such Debtor's Collateral securing the payment and performance of its Secured Liabilities.
 - (d) **Necessary Filings/PPSA Matters.** All filings, recordings and registrations which are necessary or desirable to preserve, perfect or protect the Security Interests have been made. No further or subsequent filing, refile, recording, rerecording,

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registration or reregistration is necessary in any jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

- (e) Consents. Except for any consent that has been obtained and is in full force and effect, no material consent of any Person (including any counterparty with respect to any Contract, any account debtor with respect to any Account, or any Governmental Authority with respect to any Permit) is required, or is purported to be required, for the execution, delivery, performance and enforcement of this Agreement (this representation being given with reference to the exclusions contained in Section 6). For the purposes of complying with any transfer restrictions contained in the Organizational Documents of any Pledged Issuer, such Debtor hereby irrevocably consents to any transfer of such Debtor's Pledged Securities of such Pledged Issuer.
- (f) Execution and Delivery. This Agreement has been duly authorized, executed and delivered by such Debtor and is a valid and binding obligation of such Debtor enforceable against such Debtor in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights, and to the fact that equitable remedies (such as specific performance and injunction) are discretionary remedies.
- (g) No Consumer Goods. Such Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of such Debtor.
- (h) Intellectual Property Rights. The Schedules and Supplements set forth a complete list and a description at the date hereof of all registrations and applications for Intellectual Property Rights owned by each Debtor. Each Debtor owns such Intellectual Property Rights free and clear of any Liens (other than Permitted Liens). Each Debtor owns or licenses all Intellectual Property Rights required to be able to carry on its Business and all material licenses included in such Intellectual Property Rights are in full force and effect.
- (i) Pledged Certificated Securities. Each Debtor has delivered to the Agent, or prior to the Discharge of Senior Credit Facility Obligations (as defined in the Intercreditor Agreement), the Revolving Credit Facility Collateral Agent, as bailee for the Agent, all Pledged Security Certificates evidencing Pledged Securities held by such Debtor as at the date of this Agreement, together with duly executed instruments of transfer or assignment in blank and all other necessary documents and effective endorsements to enable Agent or its agent or nominee, as the Agent may direct, to be registered as the owner of and to transfer or sell or cause to be transferred or sold such Pledged Securities upon any enforcement of the Agent's rights and remedies.
- (j) Pledged Indebtedness. Each Debtor has delivered to the Agent, or prior to the Discharge of Senior Credit Facility Obligations (as defined in the Intercreditor

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Agreement), the Revolving Credit Facility Collateral Agent, as bailee for the Agent, all Instruments evidencing Pledged Indebtedness held by such Debtor as at the date of this Agreement, together with duly executed instruments of transfer or assignment in blank and all other necessary documents and effective endorsements to enable Agent or its agent or nominee, as the Agent may direct, to be registered as the owner of and to transfer or sell or cause to be transferred or sold such Pledged Indebtedness upon any enforcement of the Agent's rights and remedies.

- (k) Partnerships, Limited Liability Companies. The terms of any interest in a partnership or limited liability company that is Collateral of such Debtor expressly provide that such interest is a "security" for the purposes of the STA or the UCC, as applicable.
- (l) Due Authorization. The Pledged Securities of such Debtor have been, where applicable, duly authorized and validly issued and are fully paid and non-assessable.
- (m) Warrants, Options, etc. There are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any Pledged Shares of such Debtor.
- (n) No Required Disposition. There is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which such Debtor would be required to sell, redeem or otherwise dispose of any Pledged Shares of such Debtor or under which any Pledged Issuer has any obligation to issue any Securities of such Pledged Issuer to any Person.
- (o) No Restrictions. Except for restrictions and limitations imposed by the Diavik Joint Venture Agreement, the Ekati Core Zone Joint Venture Agreement, the Secured Documents, the Senior Documents or securities laws generally, or customary restrictions on transfer contained in its Organizational Documents, all of the Pledged Securities are and will continue to be freely transferable and assignable, and none of the Pledged Securities are or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that would prohibit the Secured Parties the pledge of such Pledged Securities hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Agent of its rights and remedies hereunder.

9. **Survival of Representations and Warranties.** All representations and warranties made by each Debtor in this Agreement (a) are material, (b) shall be considered to have been relied on by the Secured Parties, and (c) shall survive the execution and delivery of this Agreement and any Supplement or any investigation made at any time by or on behalf of any Secured Party and any disposition or payment of the Secured Liabilities.

10. **Covenants.** Each Debtor covenants and agrees with the Agent (for its own benefit and for the benefit of the other Secured Parties) that:

- (a) **Further Documentation.** Such Debtor shall from time to time, at the expense of such Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as necessary or as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests, which shall be prepared and filed by the applicable Debtor, and the applicable Debtor shall deliver copies to the Agent promptly thereafter). Such Debtor acknowledges that this Agreement has been prepared based on the existing laws in the Province referred to in the "Governing Law" section of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, such Debtor agrees that the Agent shall have the right (but not the duty) to require that this Agreement be amended, supplemented, restated or replaced, and that such Debtor shall immediately on request by the Agent authorize, execute and deliver any such amendment, supplement, restatement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if such Debtor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Agent Liens similar to, and having the same effect as, the Security Interests. Each Debtor hereby irrevocably authorizes the Agent at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings) and amendments thereto that contain the information required by the UCC or the PPSA of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including the filing of a financing statement describing the Collateral as "all assets now owned or hereafter acquired by the Debtor or in which Debtor otherwise has rights" or using words of similar meaning. Notwithstanding the foregoing authorizations, each Debtor agrees to prepare, record and file, at its own expense, financing statements (and amendments or financing change statements when applicable) with respect to the Collateral now existing or hereafter created meeting the requirements of applicable law in such manner and in such jurisdictions in Canada and the U.S. as are necessary to perfect and maintain perfected the Collateral, and to deliver a verification statement for each such financing statement or other evidence of filing to the Agent.
- (b) **Maintenance of Records.** Such Debtor shall keep and maintain accurate and complete records of the Collateral of such Debtor, including a record of all payments received and all credits granted with respect to the Accounts and Contracts of such Debtor. At the written request of the Agent, acting reasonably,

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such Debtor shall mark any Collateral of such Debtor specified by the Agent to evidence the existence of the Security Interests.

- (c) Right of Inspection. Such Debtor shall permit the Agent and its representatives and consultants to visit and inspect any of its Collateral at such reasonable times as the Agent may reasonably request upon reasonable prior notice to such Debtor by the Agent, provided that prior to the occurrence of an Event of Default which is continuing, no more than one such visit and inspection shall be permitted in any calendar year and all such visits, inspections, examinations and discussions shall be at the sole cost and expense of the Agent. Such inspections shall not interfere with the operations of such Debtor and the persons performing such inspections shall at all times comply with the applicable safety and security rules of such Debtor.
- (d) Limitations on Other Liens. Such Debtor shall not create, incur or permit to exist, and shall use commercially reasonable efforts to defend the Collateral of such Debtor against, and shall take such other action as is reasonably necessary to remove, any and all Liens in and other claims affecting the Collateral of such Debtor, other than the Permitted Liens, and such Debtor shall use commercially reasonable efforts to defend the right, title and interest of the Secured Parties in and to the Collateral of such Debtor against the claims and demands of all Persons.
- (e) Limitations on Dispositions of Collateral. Such Debtor shall not sell, lease or otherwise dispose of any of its Collateral, except in compliance with the Indenture and analogous sections of each Pari Secured Indebtedness Document. Following an Event of Default that is continuing, all Proceeds of the Collateral of such Debtor (including all amounts received with respect to Accounts) received by or on behalf of such Debtor, whether or not arising in the ordinary course of such Debtor's business, shall be received by such Debtor as trustee for the Agent and shall be immediately paid to the Agent.
- (f) Maintenance of Collateral. Such Debtor shall maintain and preserve all of its Collateral in all material respects in good repair, working order and condition, as applicable (other than ordinary wear and tear and in the case of casualty or condemnation), maintain, renew and keep in effect all Intellectual Property Rights in all material respects, and in material compliance with all applicable laws (except where failure to so comply would not reasonably be expected to have a Material Adverse Effect) and, from time to time, make all needful and proper repairs, renewals, replacements, additions and improvements thereto, so that the Business may be properly and advantageously conducted at all times in accordance with prudent business management, provided that this Section shall not prevent any Debtor from discontinuing, in whole or in part, the operation or the maintenance of any of its properties if such discontinuance is desirable in the conduct of the Business and the Escrow Issuer has concluded that such discontinuance could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

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- (g) Insurance. Except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, the Escrow Issuer will maintain or cause to be maintained, in each case, as determined by the Notes Issuers in good faith, with financially sound and reputable insurers (determined at the time such insurance is obtained), such insurance coverage with respect to liabilities, losses or damage in respect of the assets, properties and businesses of Parent and the Restricted Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons, including, but only if required by applicable law or regulation, flood insurance with respect to each Flood Hazard Property, in each case in compliance with (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 and (v) the Biggert-Waters Flood Insurance Reform Act of 2012, as now or hereafter in effect or any successor statute thereto, in each case, together with all statutory and regulatory provisions consolidating, amending, replacing, supplementing, implementing or interpreting any of the foregoing, as amended or modified from time to time. Each such policy of insurance maintained by a Debtor shall (i) name the Agent, on behalf of the Secured Parties, as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy, contain a loss payable/mortgagee clause or endorsement that names Agent, on behalf of the Secured Parties, as the loss payee/mortgagee thereunder; provided, however, that the Escrow Issuer shall have 90 days after the date of this Agreement (or, prior to the Discharge of Senior Credit Facility Obligations (as defined in the Intercreditor Agreement), such later date as the Revolving Credit Facility Collateral Agent may agree pursuant to the comparable provision of the Revolving Credit Agreement Security Agreements) to comply with the requirements to the foregoing clauses (i) and (ii) with respect to policies in effect on the date of this Agreement.
- (h) Further Identification of Collateral. Such Debtor shall promptly furnish to the Agent such statements and schedules further identifying and describing the Collateral of such Debtor, and such other reports in connection with the Collateral of such Debtor, as the Agent may (but shall have no duty to) from time to time reasonably request.
- (i) Amalgamation, Merger or Consolidation. Except as permitted by the Indenture and analogous sections of each Pari Secured Indebtedness Document, such Debtor shall not permit any Pledged Issuer of such Debtor to amalgamate, merge or consolidate unless all of the outstanding capital stock held by such Debtor of the surviving or resulting corporation is, upon such amalgamation, merger or consolidation, pledged under this Agreement, and no cash, securities or other

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property is distributed with respect to the outstanding shares of any other constituent corporation.

- (j) Agreements re Intellectual Property Rights. Debtor shall promptly (and in any event within 30 days) authorize, execute, file and deliver any and all agreements, instruments, documents and papers as necessary or that the Agent may reasonably request to evidence, perfect and record the Security Interests in any such Intellectual Property Rights of such Debtor notified to the Agent in accordance with Section 10(p), including, filings with the Canadian Intellectual Property Office or any successor office or any similar office in any other country, as applicable, and, where applicable, the goodwill of the business of such Debtor connected with the use of, and symbolized by, any such Intellectual Property Rights.
- (k) Instruments; Documents of Title; Chattel Paper. Promptly (and in any event within 30 days) upon receipt thereof, the applicable Debtor shall deliver to the Agent, endorsed and/or accompanied by such instruments of assignment and transfer, any and all Instruments, Documents of Title and Chattel Paper of such Debtor included in or relating to the Collateral of such Debtor.
- (l) Pledged Certificated Securities. Such Debtor shall promptly (and in any event within 30 days) upon receipt thereof, deliver to the Agent any and all Pledged Security Certificates of such Debtor and other materials as may be required from time to time to provide the Agent with control over all Pledged Certificated Securities of such Debtor in the manner provided under section 23 of the STA. Upon the occurrence of an Event of Default that is continuing, such Debtor shall cause all Pledged Security Certificates (subject, in the case of ULC Shares, to Section 19) of such Debtor to be registered in the name of the Agent or its nominee. If the Pledged Certificated Securities of such Debtor are issued in the predecessor name of such Debtor or the applicable issuer, such Debtor shall, within 30 days after the date hereof, (i) cause the applicable issuer of such Pledged Certificated Securities to issue the Pledged Certificated Securities in the current name of itself and such Debtor (the “**Replacement Certificates**”); and (ii) deliver the Replacement Certificates of such Debtor to the Agent.
- (m) Partnerships, Limited Liability Companies. Such Debtor shall ensure that the terms of any interest in a partnership or limited liability company that is Collateral of such Debtor shall expressly provide that such interest is a “security” for the purposes of the STA or the UCC, as applicable.
- (n) Transfer Restrictions. If the Organizational Documents of any Pledged Issuer (other than a ULC) restrict the transfer of the Securities of such Pledged Issuer, then such Debtor shall (or, in the case of a Pledged Issuer that is not wholly owned by the Debtor, make commercially reasonable efforts to) deliver to the Agent a certified copy of a resolution of the directors, shareholders, unitholders or partners of such Pledged Issuer, as applicable, consenting to the transfer(s) contemplated by this Agreement, including any prospective transfer of the

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Collateral of such Debtor by the Agent upon a realization on the Security Interests.

- (o) Mineral Interests. Such Debtor shall ensure that this Agreement, and the Security Interest granted to the Agent (for its own benefit and for the benefit of the other Secured Parties) pursuant to this Agreement, are promptly registered against any material lease, claim or mining register entry relating to the mineral interests of such Debtor. As of the date of this Agreement, a list of all material leases, claims or mining register entries in respect of the Diavik Diamond Mine and the Ekati Buffer Zone is attached as Schedule B.
- (p) Notices. Each Debtor shall advise the Agent promptly (and in any event within 30 days), in reasonable detail, of any:
- (i) change to a Pledged Securities Intermediary's Jurisdiction, Pledged Issuer's Jurisdiction or Pledged Future Intermediary's Jurisdiction;
 - (ii) merger, consolidation or amalgamation of such Debtor with any other Person;
 - (iii) acquisition of any right, title or interest in a Material Real Estate Asset by such Debtor;
 - (iv) acquisition of any Intellectual Property Rights which are the subject of a registration or application with any governmental intellectual property or other governing body or registry, and which are material to such Debtor's business;
 - (v) acquisition of any Instrument, Document of Title or Chattel Paper;
 - (vi) Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral which is material to such Debtor's business; or
 - (vii) occurrence of any event, claim or occurrence that could reasonably be expected to have a Material Adverse Effect on the value of the Collateral of such Debtor or on the Security Interests.

Such Debtor shall not effect or permit any of the changes referred to in clauses (ii) through (iv) above unless all filings are made and all other actions taken that are required within the time period required under applicable laws in order for the Agent to continue at all times following such change to have a valid and perfected Security Interest with respect to all of the Collateral of such Debtor, subject to Permitted Liens.

- (q) Changes and Other Names. It shall not, without giving 30 days prior written notice to the Agent, (i) change its name nor add a French form of name as it appears in official filings in the jurisdiction of its organization; (ii) change its registered office, head office, chief executive office, places of business, domicile,

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corporate offices or warehouses or locations at which any Collateral is held or stored, or the physical location of its books and records; (iii) change the type of entity that it is; or (iv) change its jurisdiction of incorporation or organization. It shall, at its own expense, promptly upon any change described in this Section 10(q) taking effect provide such further documents or instruments as may be necessary or desirable to confirm or perfect the Security Interest and the priority accorded to the Agent by law or under this Agreement.

- (r) Additional Material Real Estate Assets. Within 90 days (or prior to the Discharge of Senior Credit Facility Obligations (as defined in the Intercreditor Agreement) such later period as the Revolving Credit Facility Collateral Agent may agree pursuant to the comparable provision of the Revolving Credit Agreement Documents) after the acquisition by any Debtor of any Material Real Estate Asset other than any Excluded Asset, the Agent shall have received with, respect to any Material Real Estate Asset (other than an Excluded Asset) acquired after the Issue Date, a Mortgage and any necessary UCC or PPSA fixture filing or equivalent fixture filing in respect thereof, in each case together with, to the extent customary and appropriate:
- (i) evidence that (A) counterparts of such Mortgage have been duly executed, acknowledged and delivered and such Mortgage and any corresponding UCC, PPSA or equivalent fixture filing are filed or recorded in all filing or recording offices that are reasonably necessary in order to create a valid and subsisting Lien on such Material Real Estate Asset in favor of the Agent for the benefit of the Secured Parties, (B) such Mortgage and any corresponding UCC, PPSA or equivalent fixture filings have been duly recorded or filed, as applicable, and (C) all filing and recording taxes and fees have been paid or otherwise provided for;
 - (ii) a fully paid policy of lender's title insurance (a "Mortgage Policy") (to the extent customarily available on commercially reasonable terms in such jurisdiction) in an amount not to exceed the fair market value of such Material Real Estate Asset (as determined by the Escrow Issuer in good faith) issued by a nationally recognized title insurance company in the applicable jurisdiction, insuring the relevant Mortgage as having created a valid subsisting Lien on the real property described therein with the ranking or the priority which it is expressed to have in such Mortgage, subject only to Permitted Liens, together with such endorsements to the extent the same are available on commercially reasonable terms in the applicable jurisdiction;
 - (iii) a customary legal opinion, substantially in the form delivered to the Revolving Credit Facility Collateral Agent, of local counsel for the relevant Debtor in the jurisdiction in which such Material Real Estate Asset is located and, if applicable, in the jurisdiction of formation of the relevant Debtor; and

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- (iv) (A) surveys and appraisals (including if required under the Financial Institutions Reform Recovery and Enforcement Act of 1989, as amended) and (B) with respect to Material Real Estate Assets located in the U.S., a "Life-of-Loan" flood certifications under Regulation H (together with evidence of federal flood insurance for any such Flood Hazard Property), to the extent required under applicable law; provided that the Agent may (but shall not be required to) accept (A) any existing appraisal so long as such existing appraisal satisfies any applicable local law requirements and (B) any new survey or any existing survey, together with a no change affidavit, in either case sufficient for the relevant title insurance company to remove the standard survey exception and issue the survey-related endorsements.

Notwithstanding any provision of any Security Document to the contrary, if any mortgage tax or similar tax or charge is owed on the entire amount of the Secured Liabilities evidenced hereby in connection with the delivery of a Mortgage or PPSA, UCC or equivalent fixture filing, then, to the extent permitted by, and in accordance with, applicable Requirements of Law, the amount of such mortgage tax or similar tax or charge shall be calculated based on the lesser of (x) the amount of the Secured Liabilities allocated to the applicable Material Real Estate Asset and (y) the fair market value of the applicable Material Real Estate Asset at the time the Mortgage is entered into and determined in a manner reasonably acceptable to Agent and the Escrow Issuer.

11. **Rights before Default.** Until the occurrence of an Event of Default and subject to the terms of this Agreement, each Debtor shall be entitled to deal with the Collateral in accordance with the Indenture and the other Secured Documents, provided that no such action shall be taken which would impair the effectiveness of the Security Interests or materially impair the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement, any other Secured Document, any other written agreement between the Agent and any Debtor. Upon the occurrence of an Event of Default, each Debtor shall and shall be deemed to hold all Proceeds in trust, separate and apart from other property, for the benefit of the Agent, until all amounts owing by Debtors to the Secured Parties have been paid in full.

12. **Pledged Shares.**

- (a) **Voting Rights.** Unless an Event of Default has occurred and is continuing, each Debtor shall be entitled to exercise all voting power from time to time exercisable with respect to the Pledged Shares of such Debtor and give consents, waivers and ratifications with respect thereto; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which would be, or would have a reasonable likelihood of being, materially prejudicial to the interests of the Secured Parties or which would have the effect of imposing any restriction on the transferability of any of the Collateral of such Debtor. Unless an Event of Default has occurred and is continuing, the Agent shall, from time to time at the request and expense of the applicable Debtor, execute or cause to be executed, with respect to all Pledged Securities of such Debtor that are registered in the name of

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the Agent or its nominee, valid proxies appointing such Debtor as its (or its nominee's) proxy to attend, vote and act for and on behalf of the Agent or such nominee, as the case may be, at any and all meetings of the applicable Pledged Issuer's shareholders or debt holders, all Pledged Securities that are registered in the name of the Agent or such nominee, as the case may be, and to execute and deliver, consent to or approve or disapprove of or withhold consent to any resolutions in writing of shareholders or debt holders of the applicable Pledged Issuer for and on behalf of the Agent or such nominee, as the case may be. Immediately upon the occurrence and during the continuance of any Event of Default all such rights of the applicable Debtor to vote and give consents, waivers and ratifications shall cease and the Agent or its nominee shall be entitled to exercise all such voting rights and to give all such consents, waivers and ratifications.

- (b) Dividends; Interest. Unless an Event of Default has occurred and is continuing, each Debtor shall be entitled to receive any and all cash dividends, interest, principal payments and other forms of cash distribution on the Pledged Shares of such Debtor which it is otherwise entitled to receive, but any and all stock and/or liquidating dividends, distributions of property, returns of capital or other distributions made on or with respect to the Pledged Shares of such Debtor, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of any Pledged Issuer of such Debtor or received in exchange for such Pledged Shares or any part thereof or as a result of any amalgamation, merger, consolidation, acquisition or other exchange of property to which any Pledged Issuer of such Debtor may be a party or otherwise, and any and all cash and other property received in exchange for any Pledged Shares of such Debtor shall be and become part of the Collateral of such Debtor subject to the Security Interests and, if received by such Debtor, shall forthwith be delivered to the Agent or its nominee (accompanied, if appropriate, by proper instruments of assignment and/or stock powers of attorney executed by such Debtor) to be held subject to the terms of this Agreement; and if any of the Pledged Security Certificates have been registered in the name of the Agent or its nominee, the Agent shall execute and deliver (or cause to be executed and delivered) to such Debtor all such dividend orders and other instruments as such Debtor may request for the purpose of enabling such Debtor to receive the dividends, distributions or other payments which such Debtor is authorized to receive and retain pursuant to this Section. If an Event of Default has occurred and is continuing, all rights of such Debtor pursuant to this Section shall cease and the Agent shall have the sole and exclusive right and authority to receive and retain the cash dividends, interest, principal payments and other forms of cash distribution which such Debtor would otherwise be authorized to retain pursuant to this Section. Any money and other property paid over to or received by the Agent pursuant to the provisions of this Section shall be retained by the Agent as additional Collateral hereunder and be applied in accordance with the provisions of this Agreement.

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- (c) Agent's Rights. Upon the occurrence of an Event of Default that is continuing, all of the Debtors' rights pursuant to Sections 12(a) and 12(b) shall cease and the Agent may, but shall not be obligated to, enforce any Debtor's rights with respect to the Pledged Shares held by such Debtor. Upon an Event of Default that is continuing, such Debtor shall and shall be deemed to hold all Pledged Shares not under the control of the Agent in trust, separate and apart from other property and assets of such Debtor, for the benefit of the Agent until the termination of the commitments, if any, in respect of all Secured Liabilities and the payment in full of all Secured Liabilities, and shall forthwith transfer control of such Pledged Shares to the Agent, or its nominee or agent, as the Agent may direct. The Agent and its nominee shall not have any duty of care with respect to the Pledged Shares other than to use the same care in the custody and preservation of the Pledged Shares as it would with its own property. The Agent or its nominee may take no steps to defend or preserve any Debtor's rights against the claims or demands of others. The Agent or its nominee, however, shall use reasonable efforts to give the applicable Debtor notice of any claim or demand of which it becomes aware to permit such Debtor to have a reasonable opportunity to defend or contest the claim or demand.

13. **Rights on Event of Default.** If an Event of Default has occurred that is continuing, then and in every such case all of the Secured Liabilities shall, at the Agent's option (in accordance with the Secured Documents) and without notice to any Debtor, become immediately due and payable and the Security Interests of each Debtor shall become enforceable and the Agent, in addition to any rights now or hereafter existing under applicable law may, personally or by agent, at such time or times as the Agent may determine and in accordance with the Secured Documents, do any one or more of the following:

- (a) Rights under PPSA, etc. Exercise against any or all Debtors all of the rights and remedies granted to secured parties under the PPSA and any other applicable law, or otherwise available to the Agent by contract, at law or in equity.
- (b) Demand Possession. Demand possession of any or all of the Collateral of any or all Debtors, in which event each such Debtor shall, at the expense of such Debtor, immediately cause the Collateral of such Debtor designated by the Agent to be assembled and made available or delivered to the Agent at any place designated by the Agent.
- (c) Take Possession. Enter on any premises where any Collateral of any or all Debtors is located and take possession of, disable or remove such Collateral by any method permitted by law.
- (d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral of any or all Debtors for such time and on such terms as the Agent may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person with respect to any of the Collateral of any or all Debtors.

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- (e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of any or all Debtors and enter on, occupy and use (without charge by such Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, any or all Debtors.
- (f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral of any or all Debtors in such manner, on such terms and conditions and at such times as the Agent deems advisable.
- (g) Dispose of Collateral. Realize on any or all of the Collateral of any or all Debtors and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral of any or all Debtors (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Agent or elsewhere, with or without advertising or other formality, except as required by applicable law, on such terms and conditions as the Agent may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.
- (h) Court-Approved Disposition of Collateral. Obtain from any court of competent jurisdiction an order for the sale or foreclosure of any or all of the Collateral of any or all Debtors.
- (i) Purchase by Agent. At any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral of any or all Debtors offered for sale and, upon compliance with the terms of such sale, hold, retain, sell or otherwise dispose of such Collateral without any further accountability to any Debtor or any other Person with respect to such holding, retention, sale or other disposition, except as required by law. In any such sale to the Agent, the Agent may, for the purpose of making payment for all or any part of the Collateral of any Debtor so purchased, use any claim for any or all of the Secured Liabilities of such Debtor then due and payable to it as a credit against the purchase price.
- (j) Collect Accounts. Notify (whether in its own name or in the name of any Debtor) the account debtors under any Accounts of any or all Debtors of the assignment of such Accounts to the Agent and direct such account debtors to make payment of all amounts due or to become due to any or all Debtors with respect to such Accounts directly to the Agent and, upon such notification and at the expense of any such Debtor, enforce collection of any such Accounts, and adjust, settle or compromise the amount or payment of such Accounts, in such manner and to such extent as the Agent deems appropriate in the circumstances.
- (k) Transfer of Collateral. Transfer any Collateral of any or all Debtors that is Pledged Shares into the name of the Agent or its nominee.
- (l) Voting. Vote with respect to any or all of the Pledged Shares of any or all Debtors (whether or not transferred to the Agent or its nominee) and give or

withhold all consents, waivers and ratifications with respect thereto and otherwise act with respect thereto as though it were the outright owner thereof.

- (m) Exercise Other Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Collateral of any or all Debtors that is Pledged Shares as if the Agent were the absolute owner of such Pledged Shares.
- (n) Dealing with Contracts and Permits. Deal with any and all Contracts and Permits of any or all Debtors to the same extent as any such Debtor might (including the enforcement, realization, sale, assignment, transfer, and requirement for continued performance), all on such terms and conditions and at such time or times as may seem advisable to the Agent.
- (o) Payment of Liabilities. Pay any liability secured by any Lien against any Collateral of any or all Debtors. Each such Debtor shall immediately on demand reimburse the Agent for all such payments and, until paid, any such reimbursement obligation shall form part of the Secured Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.
- (p) Borrow and Grant Liens. Borrow money for the maintenance, preservation or protection of any Collateral of any or all Debtors or for carrying on any of the business or undertaking of any or all Debtors and grant Liens on any Collateral of any or all Debtors (in priority to the Security Interests of any or all Debtors or otherwise) as security for the money so borrowed. Each such Debtor shall immediately on demand reimburse the Agent for all such borrowings and, until paid, any such reimbursement obligations shall form part of the Secured Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.
- (q) Appoint Receiver. Appoint by instrument in writing one or more Receivers of any or all Debtors or any or all of the Collateral of any or all Debtors with such rights, powers and authority (including any or all of the rights, powers and authority of the Agent under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable law, any Receiver appointed by the Agent shall (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of any such Debtor and not of the Agent or any of the other Secured Parties.
- (r) Court-Appointed Receiver. Obtain from any court of competent jurisdiction an order for the appointment of a Receiver of any or all Debtors or of any or all of the Collateral of any or all Debtors.
- (s) Consultants. Require any or all Debtors to engage a consultant of the Agent's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of each such Debtor and its agents and employees, including unrestricted access to the premises of each such Debtor and the Books

and Records of each such Debtor; all reasonable fees and expenses of such consultant shall be for the account of each such Debtor and each such Debtor hereby authorizes any such consultant to report directly to the Agent and to disclose to the Agent any and all information obtained in the course of such consultant's employment.

The Agent may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on any Debtor or any other Person, and each Debtor hereby waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the above rights or remedies shall be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Each Debtor acknowledges and agrees that any action taken by the Agent hereunder following the occurrence and during the continuance of an Event of Default shall not be rendered invalid or ineffective as a result of the curing of the Event of Default on which such action was based.

14. **Waivers and Extensions by the Agent.** The Agent may waive default or any breach by any Debtor of any of the provisions contained in this Agreement pursuant to and subject to the terms of the Indenture and each Secured Document. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of any Secured Party shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of any Debtor or the rights of any Secured Party resulting therefrom. Any such waiver must be in writing and signed by the Agent and other Secured Parties as required pursuant to the terms of the Indenture and each Secured Document to be effective. Subject to the terms of the Indenture and each Secured Document, the Agent may (but shall not be obligated to) also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with any Debtor's guarantors or sureties and others and with the Collateral and other securities as the Agent may see fit without prejudice to the liability of such Debtor to the Secured Parties, or the Agent's rights, remedies and powers under this Agreement. Prior to the Discharge of Senior Credit Facility Obligations (as defined in the Intercreditor Agreement), any extension of time granted by the Revolving Credit Facility Collateral Agent shall be deemed to automatically apply to the comparable provision of this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Agent to any Debtor shall operate as a waiver, alteration or amendment of the rights of the Agent or otherwise preclude the Agent from enforcing such rights. The holders of the Notes and holders of any Pari Secured Indebtedness will vote together as a single class for all purposes hereunder and under the Security Documents. The Applicable Authorized Representative will have the right to direct the Agent upon the occurrence of an Event of Default to foreclose on, or exercise its other rights with respect to, the Collateral (or exercise other remedies with respect to the Collateral); provided that the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to liability or that is contrary to the Secured Documents or applicable laws. Any action taken or not taken by the Agent without the vote of any Secured Party will nevertheless be binding. The "**Applicable Authorized Representative**" shall mean (i) the Trustee so long as the Notes Secured Liabilities

are outstanding and secured by Liens on the Collateral, and (ii) thereafter, the Pari Secured Indebtedness Agent representing the series of Pari Secured Indebtedness secured by Liens on the Collateral pursuant to the Security Documents with the greatest outstanding aggregate principal amount. If the Agent has asked the Secured Parties for instruction and the applicable Secured Parties have not yet responded to such request, the Agent will be authorized to take, but will not be required to take, and will in no event have any liability for taking, any delay in taking or the failure to take, such actions with regard to a default or event of default which the Agent, in good faith, believes to be reasonably required to promote and protect the interests of the Secured Parties; provided that once instructions from the applicable Secured Parties have been received by the Agent, the actions of the Agent will be governed thereby and the Agent will not take any further action which would be contrary thereto.

15. **Realization Standards.** Each Debtor acknowledges and agrees that, to the extent notice of sale or other disposition of the Collateral or any part thereof shall be required by law, fifteen (15) days' prior notice to such Debtor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. No notification need be given to any Debtor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition. To the extent that applicable law imposes duties on the Agent to exercise remedies in a commercially reasonable manner and without prejudice to the ability of the Agent to dispose of the Collateral in any such manner, each Debtor acknowledges and agrees that it is not commercially unreasonable for the Agent to (or not to) (a) incur expenses reasonably necessary to prepare the Collateral of such Debtor for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) fail to obtain third party consents for access to the Collateral of such Debtor to be disposed of, (c) fail to exercise collection remedies against account debtors or other Persons obligated on the Collateral of such Debtor or to remove Liens against the Collateral of such Debtor, (d) exercise collection remedies against account debtors and other Persons obligated on the Collateral of such Debtor directly or through the use of collection agencies and other collection specialists, (e) dispose of Collateral of such Debtor by way of public auction, public tender or private contract, with or without advertising and without any other formality, (f) contact other Persons, whether or not in the same business of such Debtor, for expressions of interest in acquiring all or any portion of the Collateral of such Debtor, (g) hire one or more professional auctioneers to assist in the disposition of the Collateral of such Debtor, whether or not such Collateral is of a specialized nature or an upset or reserve bid or price is established, (h) dispose of the Collateral of such Debtor by utilizing internet sites that provide for the auction of assets of the types included in such Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (i) dispose of assets in wholesale rather than retail markets, (j) disclaim disposition warranties, such as title, possession or quiet enjoyment, (k) purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of the Collateral of such Debtor or to provide to the Agent a guaranteed return from the collection or disposition of such Collateral, (l) obtain the services of other brokers, investment bankers, consultants and other professionals, as is reasonably necessary, to assist the Agent in the collection or disposition of any of the Collateral of such Debtor, (m) dispose of Collateral of such Debtor in whole or in part, (n) dispose of Collateral of

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such Debtor to a customer of the Agent, (o) establish an upset or reserve bid price with respect to Collateral of such Debtor and (p) accept an assignment of any Collateral in lieu of foreclosure.

16. **Grant of Licence.** For the purpose of enabling the Agent to exercise its rights and remedies under this Agreement when the Agent is entitled to exercise such rights and remedies upon the occurrence and during the continuance of an Event of Default, and for no other purpose, each Debtor grants to the Agent an irrevocable (during the term of this Agreement), non-exclusive licence (exercisable without payment of royalty or other compensation to such Debtor) to use or sublicense any or all of the Intellectual Property Rights of such Debtor, including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same. For any trade-marks, tradenames, get up and trade dress and other business indicia, such licence includes an obligation on the part of the Agent to maintain the standards of quality with respect to products and/or services maintained by such Debtor or, in the case of trade-marks, tradenames, get-up and trade dress or other business indicia licensed to such Debtor, the standards of quality with respect to products and/or services imposed upon such Debtor by the relevant licence, and such Debtor shall have a right to inspect any such services and/or products to monitor compliance with such standards. For copyright works, such licence shall include the benefit of any waivers of moral rights and similar rights.

17. **Sale of Pledged Investment Property.** Without limiting the generality of Section 13(g), each Debtor acknowledges that when disposing of any Investment Property, the Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. Each Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

18. **Securities Laws.** The Agent is authorized, in connection with any offer or sale of any Pledged Shares of any Debtor, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and

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purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. In addition to and without limiting Section 15, each Debtor further agrees that compliance with any such limitation or restriction shall not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Agent shall not be liable or accountable to such Debtor for any discount allowed by reason of the fact that such Pledged Shares are sold in compliance with any such limitation or restriction. If the Agent chooses to exercise its right to sell any or all Pledged Shares of any Debtor, upon written request, such Debtor shall cause each applicable Pledged Issuer to furnish to the Agent all such information as the Agent may request in order to determine the number of shares and other instruments included in the Collateral of such Debtor which may be sold by the Agent in exempt transactions under any laws governing securities, and the rules and regulations of any applicable securities regulatory body thereunder, as the same are from time to time in effect.

19. **ULC Shares.** Notwithstanding any other provision in this Agreement or any other document or agreement among all or some of the parties hereto, to the extent that any ULC Shares constitute Collateral, each Debtor thereof is the sole registered and beneficial holder of any such ULC Shares and will remain so until such time as such ULC Shares are effectively transferred into the name of the Agent, any other Secured Party or any other person on the books and records of the issuer of such pledged ULC Shares. Accordingly, each such Debtor shall be entitled to receive and retain for its own account any dividends, property or other distributions, if any, in respect of such ULC Shares (except insofar as the Debtor has granted a security interest in such dividends, property or other distributions, and any shares which are ULC Shares shall be delivered to the Agent to hold as Collateral hereunder) and shall have the right to vote such ULC Shares and to control the direction, management and policies of the issuer of such ULC Shares to the same extent as the Debtor would if such ULC Shares were not pledged to the Agent pursuant to this Agreement. Nothing in this Agreement, the Secured Documents or any other document or agreement among all or some of the parties hereto is intended to, and nothing in this Agreement, the Secured Documents or any other document or agreement among all or some of the parties hereto shall constitute the Agent nor any other Secured Party as a member, shareholder or other equity holder for the purposes of ULC Laws or provide to them the right to obtain any other indicia of ownership of any ULC until such time as notice is given to the Debtor and further steps are taken thereunder so as to register the Agent, or any other person as holder of Collateral which are ULC Shares. No provision in this Agreement (except this Section 19) or actions taken by the Agent pursuant to this Agreement which might provide or be deemed to provide otherwise, in whole or in part, shall, without the express written consent of the Agent, apply in respect of ULC Shares. To the extent any provision hereof or of any other document or agreement would have the effect of constituting the Agent, any other Secured Party, or any other person as a shareholder or member of an issuer of ULC Shares for the purposes of the ULC Laws prior to such time, such provision shall be severed herefrom or therefrom and ineffective with respect to the Collateral which are ULC Shares without otherwise invalidating or rendering unenforceable this Agreement or such other agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral which is not ULC Shares. Notwithstanding anything contained herein, in the Indenture or any other Secured Document to the contrary (except to the extent, if any, that the Agent, the Secured Parties or any of their successors or assigns hereafter expressly becomes a registered member or shareholder of a

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ULC), neither the Agent, the Secured Parties nor any of their respective successors or assigns shall be deemed to have assumed or otherwise become liable for any debts or obligations of any ULC. For the avoidance of doubt, and except as otherwise provided in the last sentence of this Section 19, no provision of this Agreement or actions taken by the Agent pursuant to this Agreement shall apply, or be deemed to apply, so as to cause the Agent or any other Secured Party to be, and the Agent and each other Secured Party shall not be or be deemed to be or entitled to, and no Debtor shall cause or permit the Agent or any other Secured Party to:

- (a) be registered as a shareholder, member or other equity holder, or apply to be registered as a shareholder, member or other equity holder, of any ULC;
- (b) have a notation, or request or assent to a notation, being entered in its favour in the share or equity register in respect of ULC Shares;
- (c) be held out, or hold itself out, as a shareholder, member or other equity holder of any ULC;
- (d) receive, directly or indirectly, any dividends, property or other distributions from such ULC by reason of the Agent or any other Secured Party holding a security interest in such ULC; or
- (e) act or purport to act as a shareholder, member or other equity holder of any ULC, or obtain, exercise or attempt to exercise any rights of a shareholder, member or other equity holder, including the right to attend a meeting of, or to vote any ULC Shares or to be entitled to receive or receive any dividend, property or other distribution in respect of ULC Shares.

The foregoing limitation shall not restrict the Agent from exercising the rights which it is entitled to exercise hereunder in respect of any ULC Shares constituting Collateral at any time that the Agent shall be entitled to realize on all or any portion of the Collateral and upon notice being given of the intention to realize upon such Collateral and in the course of exercising upon such Collateral on the occurrence of an Event of Default that is continuing.

20. **Application of Proceeds.** Upon the occurrence and during the continuance of an Event of Default, the Agent shall promptly apply the proceeds, moneys or balances of any collection or sale of Collateral or Material Real Estate Asset realized through the exercise by the Agent of its remedies hereunder, as well as any Collateral consisting of cash at any time when remedies are being exercised hereunder, as follows:

FIRST, to the payment of all out-of-pocket costs and expenses incurred by the Agent (and Trustee, as applicable) in connection with such collection or sale or otherwise in connection with any Secured Document or any of the Secured Liabilities secured by such Collateral, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Agent under any Secured Document on behalf of any Debtor, any other costs or expenses incurred in connection with the exercise of any right or remedy

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hereunder or under any other Secured Document, and all other fees, expenses, indemnities and other amounts owing or reimbursable to the Agent (and the Trustee, as applicable) under any Secured Document in its capacity as such;

SECOND, pro rata (based on the respective amounts of Secured Liabilities described in subclauses (x) and (y) below and as certified by the Escrow Issuer to the Agent) to (x) the Trustee, based on the amount of Notes Secured Liabilities then outstanding under the Indenture, in accordance with and to the extent required by the Indenture and (y) each Pari Secured Indebtedness Agent, based on the amount of Pari Secured Indebtedness Secured Liabilities then outstanding under the Pari Secured Indebtedness Agreement pursuant to which it is acting as such, in accordance with the provisions of the applicable Pari Secured Indebtedness Agreement; and

THIRD, to the extent proceeds remain after application pursuant to the clauses above, to the Debtors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct. If, despite the provisions of this Agreement, any Secured Party shall receive any payment or other recovery in excess of its portion of payments on account of the Secured Liabilities to which it is then entitled in accordance with this Agreement, such Secured Party shall hold such payment or other recovery in trust for the benefit of all Secured Parties hereunder for distribution in accordance with this Section 20.

This Section 20 and the rights set forth herein shall be subject to, and shall not be deemed to alter, the rights and obligations of the Collateral Agent, the Trustee and each Pari Secured Indebtedness Agent set forth in the Additional Intercreditor Agreement (if any).

21. **Continuing Liability of Debtor.** Subject to applicable law, each Debtor shall remain liable for any Secured Liabilities of such Debtor that are outstanding following realization of all or any part of the Collateral of such Debtor and the application of the Proceeds thereof.

22. **Agent's Appointment as Attorney-in-Fact.** Each Debtor constitutes and appoints the Agent and any officer or agent of the Agent, with full power of substitution, as such Debtor's true and lawful attorney-in-fact with full power and authority in the place of such Debtor and in the name of such Debtor or in its own name, from time to time in the Agent's discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Agreement, or to exercise its rights and remedies, provided that such power of attorney shall not be exercised until an Event of Default has occurred. Without limiting the effect of this Section, each Debtor grants the Agent an irrevocable proxy to vote the Pledged Shares of such Debtor and to exercise all other rights, powers, privileges and remedies to which a holder thereof would be entitled (including giving or withholding written consents of shareholders, calling special meetings of shareholders and voting at such meetings), which proxy shall be effective, automatically and without the necessity of any action (including any transfer of any Pledged Shares of such Debtor on the books and records of a Pledged Issuer or Pledged Securities Intermediary, as applicable), upon the occurrence and during the continuance of an Event of Default. These powers are coupled with an interest and shall not be revoked or terminated until the Release Date. Nothing in this Section affects the right of the Agent as secured party or any

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other Person on the Agent's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as the Agent or such other Person considers appropriate provided that, the Debtors shall have the sole responsibility to file such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral necessary to ensure that the Agent shall have a perfected Security Interest over such Collateral. Each Debtor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Agent or any of the Agent's sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to the Agent pursuant to this Section.

23. **Performance by Agent of Debtor's Obligations.** Upon the occurrence and during the continuance of an Event of Default, if any Debtor fails to perform or comply with any of the obligations of such Debtor under this Agreement, the Agent may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance shall not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Agent incurred in connection with any such performance or compliance shall be payable by such Debtor to the Agent immediately on demand, and until paid, any such expenses shall form part of the Secured Liabilities of such Debtor and shall be secured by the Security Interests of such Debtor.

24. [Reserved.]

25. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

26. **Rights of Agent; Limitations on Agent's Obligations.**

- (a) **Limitations on Liability of Secured Parties.** Neither the Agent nor any other Secured Party shall be liable to any Debtor or any other Person for any failure or delay in exercising any of the rights of such Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral of such Debtor, or to preserve rights against prior parties). Neither the Agent, any other Secured Party, a Receiver, nor any agent thereof (including, in Alberta or British Columbia, any sheriff) is required to take, or shall have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral of any Debtor in its possession. Neither the Agent, any other Secured Party, any Receiver, nor any agent thereof shall be liable for any, and each Debtor shall bear the full risk of all, loss or damage to any and all of the Collateral of such Debtor (including any Collateral of such Debtor in the possession of the Agent, any other Secured Party, any Receiver, or any agent thereof) caused for any reason other than the gross negligence or wilful misconduct of the Agent,

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such other Secured Party, such Receiver or such agent thereof as determined by a final non-appealable order of a court of competent jurisdiction.

- (b) Debtors Remain Liable under Accounts and Contracts. Notwithstanding any provision of this Agreement, each Debtor shall remain liable under each of the documents giving rise to the Accounts of such Debtor and under each of the Contracts of such Debtor to observe and perform all the conditions and obligations to be observed and performed by such Debtor thereunder, all in accordance with the terms of each such document and Contract. Neither the Agent nor any other Secured Party shall have any obligation or liability under any Account of any Debtor (or any document giving rise thereto) or Contract of any Debtor by reason of or arising out of this Agreement or the receipt by the Agent of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), neither the Agent nor any other Secured Party shall be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any Account of such Debtor (or any document giving rise thereto) or under or pursuant to any Contract of such Debtor, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account of such Debtor (or any document giving rise thereto) or under any Contract of such Debtor, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.
- (c) Collections on Accounts and Contracts. Each Debtor shall be authorized to, at any time that an Event of Default is not continuing, collect the Accounts of such Debtor and payments under the Contracts of such Debtor in the normal course of the business of such Debtor and for the purpose of carrying on the same. If required by the Agent at any time following the occurrence of an Event of Default that is continuing, any payments of Accounts of such Debtor or under Contracts of such Debtor, when collected by such Debtor, shall be forthwith (and, in any event, within two Business Days) deposited by such Debtor in the exact form received, duly endorsed by such Debtor to the Agent if required, in a special collateral account maintained by the Agent, and until so deposited, will be held by such Debtor in trust for the Agent, segregated from the other funds of such Debtor. All such amounts while held by the Agent (or by such Debtor in trust for the Agent) and all income with respect thereto shall continue to be collateral security for the Secured Liabilities and shall not constitute payment thereof until applied as hereinafter provided. If an Event of Default has occurred and is continuing, the Agent may (but shall not be required to) apply all or any part of the amounts on deposit with respect to such Debtor in said special collateral account on account of the Secured Liabilities of such Debtor in accordance with Section 20. At the Agent's request, such Debtor shall deliver to the Agent any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and the Contracts of such Debtor, including all original orders, invoices and shipping receipts.

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- (d) Use of Agents. The Agent may perform any of its rights or duties under this Agreement by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Agreement

The Agent shall be deemed to have exercised reasonable care in the custody and preservation of pledged Collateral in its possession if such Collateral is accorded treatment substantially equivalent to that which the Agent, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Agent nor any of the Secured Parties shall have responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the Agent or any other Secured Party has or is deemed to have knowledge of such matters or (ii) taking any necessary steps to preserve rights against any person with respect to any Collateral.

27. Dealings by Agent. The Agent shall not be obliged to exhaust its recourse against any Debtor or any other Person or against any other security it may hold with respect to the Secured Liabilities of such Debtor or any part thereof before realizing upon or otherwise dealing with the Collateral of such Debtor in such manner as the Agent may consider desirable. The Agent and the other Secured Parties may (but shall not be obligated to) grant extensions of time and other indulgences (subject to the terms of this Agreement), take and give up security, accept compositions, grant releases and discharges and otherwise deal with any Debtor and any other Person, and with any or all of the Collateral of any Debtor, and with other security and sureties, as they may see fit, all without prejudice to the Secured Liabilities of any Debtor or to the rights and remedies of the Agent under this Agreement. The powers conferred on the Agent under this Agreement are solely to protect the interests of the Agent in the Collateral of each Debtor and shall not impose any duty upon the Agent to exercise any such powers.

28. Communication. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be effectively given if made in accordance with Section 12.1 of the Indenture. All communications to any Secured Party other than the Notes Secured Parties shall be addressed to the applicable Pari Secured Indebtedness Agent at its address set forth in the applicable Pari Secured Indebtedness Secured Party Consent, as such address may be changed by written notice to the Agent and the Debtors.

29. Release of Information. Each Debtor authorizes the Agent to provide a copy of this Agreement and such other information as may be requested of the Agent (i) to the extent necessary to enforce the Agent's rights, remedies and entitlements under this Agreement, (ii) to any potential successor Agent, and (iii) as required by applicable law.

30. Expenses; Indemnity; Waiver.

- (a) Each Debtor hereby agrees that the Agent and its officers, directors, employees and agents shall be entitled to reimbursement of its expenses incurred hereunder as provided in Sections 7.6 and 11.8(c) of the Indenture as if such section were set out in full herein and references to "the Issuers" therein were references to the

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Debtors and references to the Trustee and the Notes Collateral Agent therein were references to the Agent.

- (b) Each Debtor shall indemnify the Secured Parties in accordance with Sections 7.6 and 11.8(c) of the Indenture as if such section were set out in full herein and references to "the Issuers" therein were references to the Debtors and references to the Trustee and the Notes Collateral Agent therein were references to the Secured Parties.
- (c) All amounts due under this Section shall be payable to the Agent for the benefit of the applicable Secured Parties promptly after demand therefor with documented particulars thereof.
- (d) The indemnifications set out in this Section shall survive the Release Date and the release or extinguishment of the Security Interests or the earlier resignation or removal of the Agent or any Secured Party.

31. **Release of Debtor.** The Security Interests securing the Notes Secured Liabilities will be released, in whole or in part, without recourse or warranty, as provided in Section 11.2 of the Indenture. The Security Interests securing Pari Secured Indebtedness Secured Liabilities of any series will be released, in whole or in part, without recourse or warranty, as provided in the Pari Secured Indebtedness Agreement governing such obligations. Notwithstanding the foregoing, the Agent shall not be required to execute and deliver any such releases or discharges unless, in each case, a responsible officer of the Escrow Issuer has certified in writing that such documents are required in order to evidence or effect such release in accordance with Section 11.2 of the Indenture and/or in accordance with any applicable provisions of any Pari Secured Indebtedness Agreement

32. **Additional Security.** This Agreement is in addition to, and not in substitution of, any and all other security previously or concurrently delivered by any Debtor or any other Person to any Secured Party, all of which other security shall remain in full force and effect.

33. **Alteration or Waiver.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Agent and the Debtors in accordance with the terms of the Indenture and each Pari Secured Indebtedness Agreement. The Secured Parties shall not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of any Debtor to pay the Secured Liabilities of such Debtor, nor shall the same operate as a merger of any covenant contained in this Agreement

or of any other liability, nor shall the acceptance of any payment or other security constitute or create any novation.

34. **Environmental Licence and Indemnity.** Each Debtor hereby grants to the Agent and its employees and agents, upon the occurrence and during the continuation of an Event of Default, an irrevocable and non-exclusive licence, subject to the rights of tenants, to enter any of the premises of such Debtor, upon advance written notice to such Debtor and during regular business hours, to conduct audits, investigations, assessments, sampling, testing and monitoring with respect to hazardous substances or contaminants and to collect, remove and analyze any Hazardous Materials at the cost and expense of such Debtor (which cost and expense shall form part of the Secured Liabilities of such Debtor and shall be payable immediately on demand and secured by the Security Interests created by this Agreement). Other than due to the gross negligence, wilful misconduct or bad faith of, in the case of indemnification of the Agent, the Agent or, in the case of indemnification of a Secured Party, such Secured Party or its agent, each Debtor shall indemnify the Secured Parties and hold the Secured Parties harmless against and from all losses, costs, damages, penalties, fines and expenses which any Secured Party may sustain, incur or be or become liable at any time whatsoever for by reason of or arising from the past, present or future existence, migration, spill, seepage, escape, leak, emission, clean-up, removal or disposal of any Hazardous Materials on or about any property owned by any Debtor or compliance with Environmental Laws or environmental orders relating thereto, including any investigation, assessment, delineation, monitoring, clean-up, decommissioning, reclamation, closure, restoration or remediation of any premises owned by such Debtor or other affected lands or property. This indemnification shall survive the Release Date or the earlier resignation or removal of the Agent.

35. **Amalgamation.** If any Debtor is a corporation, such Debtor acknowledges that if it amalgamates or merges with any other corporation or corporations, then (i) the Collateral and the Security Interests of such Debtor shall extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired in each case that constitutes Collateral, (ii) the term "Debtor", where used in this Agreement, shall extend to and include the amalgamated corporation, and (iii) the term "Secured Liabilities", where used in this Agreement, shall extend to and include the Secured Liabilities of the amalgamated corporation.

36. **Governing Law; Attornment.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in that province. Without prejudice to the ability of the Agent to enforce this Agreement in any other proper jurisdiction, each Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by applicable law, each Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.

37. **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is

disjunctive; the word “and” is conjunctive. The word “shall” is mandatory; the word “may” is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement, Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Security Interest to any Permitted Lien. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

38. **Paramountcy.** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Indenture then, notwithstanding anything contained in this Agreement, the provisions contained in the Indenture shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Agent (for its own benefit and for the benefit of the other Secured Parties) under the Indenture. If any act or omission of any or all Debtors is expressly permitted under the Indenture but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Indenture does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Indenture does not expressly relieve any or all Debtors from such performance, such circumstance shall not constitute a conflict or inconsistency between the applicable provisions of this Agreement and the provisions of the Indenture.

39. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding on, each Debtor and its successors and permitted assigns, and shall enure to the benefit of, and be binding on, the Agent and its successors and assigns. No Debtor may assign this Agreement, or any of its rights or obligations under this Agreement. The Agent may assign this Agreement and any of its rights and obligations hereunder to any Person that replaces it in its capacity as such in accordance with the Indenture.

40. **Additional Debtors.** Additional Persons may from time to time after the date of this Agreement become Debtors under this Agreement by executing and delivering to the Agent a supplemental agreement (together with all schedules thereto, a “**Supplement**”) to this

Agreement, in substantially the form attached hereto as Exhibit A. Effective from and after the date of the execution and delivery by any Person to the Agent of a Supplement:

- (a) such Person shall be, and shall be deemed for all purposes to be, a Debtor under this Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and Security Interests, as if such Person had been an original signatory to this Agreement as a Debtor; and
- (b) all Collateral of such Person shall be subject to the Security Interest from such Person as security for the due payment and performance of the "Secured Liabilities" of such Person in accordance with the provisions of this Agreement.

The execution and delivery of a Supplement by any additional Person shall not require the consent of any Debtor and all of the Secured Liabilities of each Debtor and the Security Interests granted thereby shall remain in full force and effect, notwithstanding the addition of any new Debtor to this Agreement.

41. **Acknowledgment of Receipt/Waiver.** Each Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement or financing change statement registered in connection with this Agreement or any verification statement issued with respect to any such financing statement or financing change statement.

42. **Enforcement by Agent.** This Agreement and the Security Interests may be enforced only by the action of the Agent acting on behalf of the Secured Parties at the direction of the Applicable Authorized Representative and no other Secured Party shall have any rights individually to enforce or seek to enforce this Agreement or any of the Security Interests, it being understood and agreed that such rights and remedies may be exercised by the Agent for the benefit of the Secured Parties upon the terms of this Agreement.

43. **Electronic Signature and Counterparts.** Delivery of an executed signature page to this Agreement by any Debtor by facsimile or other electronic form of transmission shall be as effective as delivery by such Debtor of a manually executed copy of this Agreement by such Debtor. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

44. **Intercreditor Agreement Governs.** Notwithstanding anything herein to the contrary, (i) the Security Interest granted to the Agent, for the benefit of the Secured Parties, pursuant to this Agreement is expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as administrative agent, pursuant to or in connection with the Revolving Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time), among Northwest Acquisitions ULC, an unlimited liability company formed under the laws of British Columbia, Washington Diamond Investments B.V., with corporate seat in Amsterdam,

the Netherlands, the lenders party thereto, the other parties thereto, and Credit Suisse AG, Cayman Islands Branch, as administrative agent and (ii) the exercise of any right or remedy by the Agent hereunder is subject to the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement with respect to the priority of any liens and security interests and the exercise of rights and remedies, the terms of the Intercreditor Agreement shall govern. Notwithstanding anything in this Agreement to the contrary, prior to the Discharge of Senior Credit Facility Obligations (as defined in the Intercreditor Agreement), the requirements of this Agreement to deliver Collateral and any certificates, instruments or documents evidencing such Collateral to the Agent shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents evidencing such Collateral to the Revolving Credit Facility Collateral Agent (as bailee for the Agent pursuant to the terms of the Intercreditor Agreement).

45. **Other.** Each Debtor agrees that, in the event any Debtor takes any action to grant or perfect a Lien in favor of any Senior Representative (as defined in the Intercreditor Agreement) or any Senior Secured Party (as defined in the Intercreditor Agreement) in any assets, such Debtor shall also take such action to grant or perfect a Lien (subject to the Intercreditor Agreement) in favor of the Agent to secure the Secured Liabilities, whether or not such action was requested by the Agent.

46. **Pari Secured Indebtedness.** On or after the Issue Date and so long as not prohibited by the Indenture or any Pari Secured Indebtedness Document then in effect, the Notes Issuers may from time to time designate obligations in respect of Indebtedness to be secured on a pari passu basis with the then-outstanding Secured Liabilities as Pari Secured Indebtedness Secured Liabilities hereunder by delivering to the Agent, the Trustee and each Pari Secured Indebtedness Agent (a) an Officer's Certificate of the Notes Issuers (i) identifying the obligations so designated and the initial aggregate principal amount or face amount thereof, (ii) stating that such obligations are designated as Pari Secured Indebtedness Secured Liabilities for purposes hereof and as "Pari Secured Indebtedness" for purposes of the Indenture, (iii) representing that such designation of such obligations as Pari Secured Indebtedness Secured Liabilities and Pari Secured Indebtedness is not prohibited by the Indenture or any Pari Secured Indebtedness Agreement then in effect, and (iv) specifying the name and address of the Pari Secured Indebtedness Agent for such obligations, and (b) except in the case of Additional Notes, a Pari Secured Indebtedness Secured Party Consent executed by the Pari Secured Indebtedness Agent for such obligations and the Notes Issuers and a Pari Secured Indebtedness Secured Party Consent as defined in and pursuant to the terms of the U.S. Security Agreement. Upon the satisfaction of all conditions set forth in the preceding sentence, (x) the Agent shall act as collateral agent under and subject to the terms of the Notes Documents for the benefit of all Secured Parties, including without limitation, any Secured Parties that hold any such Pari Secured Indebtedness Secured Liabilities, and shall execute and deliver the acknowledgement at the end of the Pari Secured Indebtedness Secured Party Consent, (y) each Pari Secured Indebtedness Agent agrees to the appointment, and acceptance of the appointment, of the Agent, as collateral agent for the holders of such Pari Secured Indebtedness Secured Liabilities as set forth in each Pari Secured Indebtedness Secured Party Consent and agrees, on behalf of itself and each Secured Party it represents, to be bound by this Agreement, the Intercreditor Agreement and any other the applicable intercreditor agreements and (z) such Pari Secured Indebtedness Secured

Liabilities shall automatically be deemed to be “Junior Debt Obligations” in the Intercreditor Agreement. The rights and obligations of each party to this Agreement shall remain in full force and effect notwithstanding the addition of any new Secured Liabilities to this Agreement.

47. **Concerning the Collateral Agent.** Wilmington Trust, National Association is entering this Agreement in its capacity as Notes Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Agent shall be entitled to all of the rights, privileges and immunities of the Notes Collateral Agent set forth in the Indenture, including without limitation, those set forth in Section 11.8 thereof, as if such rights, privileges and immunities were set forth herein. The powers conferred on the Agent hereunder are solely to protect the Secured Parties’ interest in the Collateral and shall not impose any duty upon the Agent to exercise any such powers. Notwithstanding anything herein or in any Secured Document to the contrary, in exercising the rights and powers of the Agent hereunder, the Collateral Agent shall be entitled to written direction of the Applicable Authorized Representative, accompanied by indemnity satisfactory to the Agent for any losses, liabilities or expenses that may be **incurred** by it, and the Agent shall be entitled to refrain from acting (and shall have no liability for refraining from acting) until it has received such direction and indemnity. Notwithstanding anything herein or in any other Secured Document, the Agent shall have no duty or obligation to file or recording any financing statement, continuation statement, document or agreement to perfect or maintain the perfection of the Agent’s security interest in the Collateral.

48. **Impairment and Intervening Creditors.** Notwithstanding the pari passu nature of all the Notes Secured Liabilities, on the one hand, and any Pari Secured Indebtedness Secured Liabilities, on the other hand, in the event of any determination by a court of competent jurisdiction with respect to any series of Pari Secured Indebtedness Secured Liabilities that (i) such series of Pari Secured Indebtedness Secured Liabilities is unenforceable under applicable law or is subordinated to any other Secured Liabilities (other than another series of Pari Secured Indebtedness Secured Liabilities), (ii) such series of Pari Secured Indebtedness Secured Liabilities does not have an enforceable security interest in any of the Collateral and/or (iii) any intervening security interest exists securing any other Secured Liabilities (other than Notes Secured Liabilities or another series of Pari Secured Indebtedness Secured Liabilities) on a basis ranking prior to the security interest of such series of Pari Secured Indebtedness Secured Liabilities but junior to the security interest of the Notes Secured Liabilities (any such condition referred to in the foregoing clause (i), (ii) or (iii) with respect to any series of Pari Secured Indebtedness Secured Liabilities, an “Impairment” of such series of Pari Secured Indebtedness Secured Liabilities), the results of such Impairment shall be borne solely by the holders of such series of Pari Secured Indebtedness Secured Liabilities, and the rights of the holders of such series of Pari Secured Indebtedness Secured Liabilities (including, without limitation, the right to receive distributions in respect of such series of Pari Secured Indebtedness Secured Liabilities) set forth in the Security Documents shall be modified to the extent necessary so that the effects of such Impairment are borne solely by the holders of such series of Pari Secured Indebtedness Secured Liabilities subject to such Impairment. Notwithstanding the foregoing, with respect to any Collateral for which a third party (other than a holder of another series of Pari Secured Indebtedness Secured Liabilities) has a Lien or security interest that is junior in priority to the security interest of the

Notes Secured Parties (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of the holder of any other series of Pari Secured Indebtedness Secured Liabilities (such third party, an “Intervening Creditor”), the value of any Collateral or proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Collateral or proceeds to be distributed in respect of the series of Pari Secured Indebtedness Secured Liabilities with respect to which such Impairment exists.

[signatures on the next following pages]

IN WITNESS WHEREOF each of the undersigned have caused this Agreement to be duly executed as of the date first written above.

NORTHWEST ACQUISITIONS ULC, as a Debtor

By: _____

Name:

Title:

By: _____

Name:

Title:

DOMINION DIAMOND CORPORATION,
as a Debtor

By: _____

Name:

Title:

By: _____

Name:

Title:

DOMINION DIAMOND HOLDINGS LTD.,
as a Debtor

By: _____

Name:

Title:

By: _____

Name:

Title:

**DOMINION DIAMOND NY
CORPORATION, as a Debtor**

By: _____

Name:

Title:

By: _____

Name:

Title:

**DOMINION DIAMOND EKATI
CORPORATION, as a Debtor**

By: _____

Name:

Title:

By: _____

Name:

Title:

6355137 CANADA INC., as a Debtor

By: _____

Name:

Title:

By: _____

Name:

Title:

**DOMINION DIAMOND DIAVIK
LIMITED PARTNERSHIP, by its general
partner DOMINION DIAMOND
HOLDINGS LTD., as a Debtor**

By: _____

Name:

Title:

By: _____

Name:

Title:

**DOMINION DIAMOND DELAWARE
COMPANY LLC, as a Debtor**

By: _____

Name:

Title:

By: _____

Name:

Title:

NORTHWEST ACQUISITIONS PLEDGE
B.V., as a Debtor

By: _____

Name:

Title:

By: _____

Name:

Title:

Accepted and agreed to as of the date first written above.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Agent

By: _____

Name:

Title:

SCHEDULE A-1

DEBTOR INFORMATION

1. Full legal name: Northwest Acquisitions ULC

Prior names: Nil.

Predecessor companies: Nil

Jurisdiction of incorporation or organization: British Columbia

Address of chief executive office: 101 International Drive, Missoula, Montana, USA,
59808

Address of registered office: Suite 2600, Three Bentall Centre, 595 Burrard Street, P.O.
Box 49314, Vancouver, BC, V7X 1L3, Canada

Provinces where business is carried on or tangible Personal Property is kept: British
Columbia

Addresses of all owned real property: Nil.

Addresses of all leased real property: Nil.

Subsidiaries of the Debtor: See attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil.

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Dominion Diamond Corporation	81,913,959 Common Shares	100% of Common Shares	DDC 00422	Vancouver

Pledged Securities Accounts: Nil.

Pledged Uncertificated Securities: Nil.

Pledged Futures Accounts: Nil.

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Registered trade-marks and applications for trademark registrations: Nil.

Patents and patent applications: Nil.

Copyright registrations and applications for copyright registrations: Nil.

Industrial designs/registered designs and applications for registered designs: Nil.

2. **Full legal name:** Dominion Diamond Corporation

Prior names: See attached Schedule A-1A.

Predecessor companies: See attached Schedule A-1A.

Jurisdiction of incorporation or organization: Canada

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada
T2P 1T1

Address of registered office: 1090 Don Mills Road, Suite 506, Toronto, Ontario, M3C 3R6

Provinces where business is carried on or tangible Personal Property is kept: Northwest Territories, Ontario, Alberta

Addresses of all owned real property: None

Addresses of all leased real property: None

Subsidiaries of the Debtor: see attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Dominion Diamond Holdings Ltd.	46,004,716 Class A shares 142,002 Class A	100% of Class A shares	16, 17	Vancouver

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	shares			
Dominion Diamond Holdings Ltd.	1,000 Special Voting shares	100% of Special Voting shares	SV4	Vancouver

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: See Schedule C

Patents and patent applications: See Schedule C

Copyright registrations and applications for copyright registrations: See Schedule C

Industrial designs/registered designs and applications for registered designs: See Schedule C

3. Full legal name: Dominion Diamond Holdings Ltd.

Prior names: Aber Diamond Mines Ltd., Harry Winston Diamond Mines Ltd.

Predecessor companies: None

Jurisdiction of incorporation or organization: Northwest Territories

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: Suite 802, 5201 – 50th Avenue, Yellowknife, NT, X1A 3S9, Canada

Provinces where business is carried on or tangible Personal Property is kept:

Northwest Territories, Alberta

Addresses of all owned real property: 3502 McDonald Drive, Unit 3, Yellowknife, Northwest Territories, Canada, X1A 2H1

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3502 McDonald Drive, Unit 7, Yellowknife,
Northwest Territories, Canada, X1A 2H1

Addresses of all leased real property: None

Subsidiaries of the Debtor: See attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
6355137 Canada Inc.	289,294 Common shares 10,000 Common shares	100% of Common shares	C-7, C-8	Vancouver
Dominion Diamond Diavik Limited Partnership	255,485,148.387 Partnership Units	~ 99% of Partnership Units	N/A	Vancouver
Dominion Diamond Diavik Limited Partnership	1 General Partner Interest	100% of General Partner Interest	N/A	Vancouver
Dominion Diamond NY Corporation	1,007,682 Common shares	100% of Common shares	C-14	Vancouver
Dominion Diamond Ekati Corporation	261,974 Class B Preferred shares	100% of Class B Preferred shares	BP-1	Vancouver

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

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Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Dominion Diamond NY Corporation

Prior names: Aber Fifth Avenue Corporation, Harry Winston Fifth Avenue Corporation

Predecessor companies: None

Jurisdiction of incorporation or organization: Canada

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: 1090 Don Mills Road, Suite 506, Toronto, Ontario, M3C 3R6

Provinces where business is carried on or tangible Personal Property is kept: Ontario, Alberta

Addresses of all owned real property: None

Addresses of all leased real property: None

Subsidiaries of the Debtor: Dominion Diamond Delaware Company LLC; see attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Dominion Diamond Delaware Company LLC	All Class A and Class B Membership Interest	100% of Class A and Class B Membership Interest	3 (Class A) 3 (Class B)	New York

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Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Dominion Diamond Delaware Company LLC

Prior names: HWH Acquisition Company LLC

Predecessor companies: None

Jurisdiction of incorporation or organization: Delaware

Address of chief executive office: 4th Floor, St Paul's Gate, 22-24 New Street St Helier, Jersey, JE1 4TR

Provinces where business is carried on or tangible Personal Property is kept:

Bailiwick of Jersey, New York

Addresses of all owned real property: None

Addresses of all leased real property: None

Subsidiaries of the Debtor: see attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location

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Dominion Diamond Ekati Corporation	912,222,492 Common shares	100% of Common shares	C-1	Vancouver
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Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: 6355137 Canada Inc.

Prior names: None

Predecessor companies: None

Jurisdiction of incorporation or organization: Canada

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: Suite 802, 5201 – 50th Avenue, Yellowknife NT X1A 3S9,
Canada

Provinces where business is carried on or tangible Personal Property is kept:

Northwest Territories, Alberta

Addresses of all owned real property: None

Addresses of all leased real property: None

Subsidiaries of the Debtor: None.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Dominion Diamond Diavik Limited Partnership	2,580,658.065 Partnership Units	~ 1% of Partnership Units	N/A	Vancouver

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Dominion Diamond Diavik Limited Partnership

Prior names: Aber Diamond Limited Partnership, Harry Winston Diamond Limited Partnership

Predecessor companies: None

Jurisdiction of incorporation or organization: Northwest Territories

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: Suite 802, 5201 – 50th Avenue, Yellowknife NT X1A 3S9, Canada

Provinces where business is carried on or tangible Personal Property is kept:

Northwest Territories, Alberta

Addresses of all owned real property: None

Addresses of all leased real property: None

Subsidiaries of the Debtor: None.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities: Nil

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Dominion Diamond Ekati Corporation

Prior names: See attached Schedule A-1C.

Predecessor companies: See attached Schedule A-1C.

Jurisdiction of incorporation or organization: Canada

Address of chief executive office: 900 – 606 4 Street SW Calgary, Alberta, Canada T2P 1T1

Address of registered office: Suite 802, 5201 – 50th Avenue, Yellowknife, NT X1A 3S9,
Canada

Provinces where business is carried on or tangible Personal Property is kept:

Northwest Territories, Alberta

Addresses of all owned real property:

1701 Northern Height, Yellowknife,
Northwest Territories, Canada, X1A 3T1

9 Denison Court, Yellowknife, Northwest
Territories, Canada, X1A 3L3

113 Rivet Crescent, Yellowknife,
Northwest Territories, Canada, X1A 3S6

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121 Rivet Crescent, Yellowknife,
Northwest Territories, Canada, X1A 3S6

157 Rivet Crescent, Yellowknife,
Northwest Territories, Canada, X1A 3T8

129 Kasteel Drive, Yellowknife, Northwest
Territories, Canada, X1A 3W1

Addresses of all leased real property: 112 Archibald Street, Yellowknife
Northwest Territories, Canada X1A 3T1 (the building located on the real property is owned by
Dominion Diamond Ekati Corporation)
#1102-4920 52nd Street, Yellowknife
Northwest Territories, Canada X1A 3T1

Subsidiaries of the Debtor: None.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil

Pledged Certificated Securities: Nil

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

Full legal name: Northwest Acquisitions Pledge B.V.

Prior names: Nil

Predecessor companies: Nil

Jurisdiction of incorporation or organization: Netherlands

Address of chief executive office: 101 International Drive, Missoula, Montana, USA, 59808

Address of registered office:

Provinces where business is carried on or tangible Personal Property is kept:

Netherlands

Addresses of all owned real property: Nil.

Addresses of all leased real property: Nil.

Subsidiaries of the Debtor: see attached Schedule A-1B.

Instruments, Documents of Title and Chattel Paper of the Debtor: Nil.

Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
Northwest Acquisitions ULC	5,025,001	100%	C-5	Vancouver

Pledged Securities Accounts: Nil

Pledged Uncertificated Securities: Nil

Pledged Futures Accounts: Nil

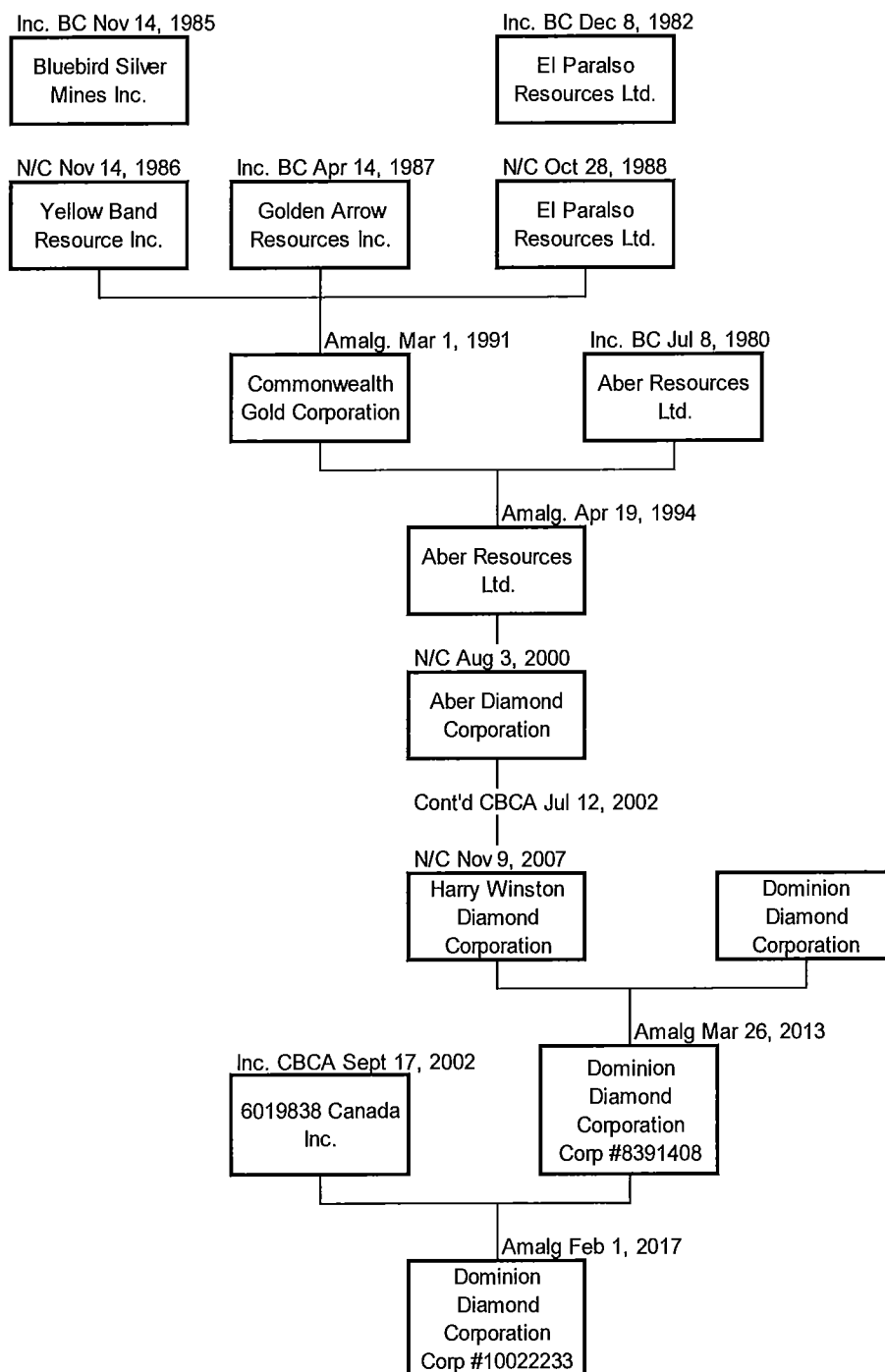
Registered trade-marks and applications for trademark registrations: Nil

Patents and patent applications: Nil

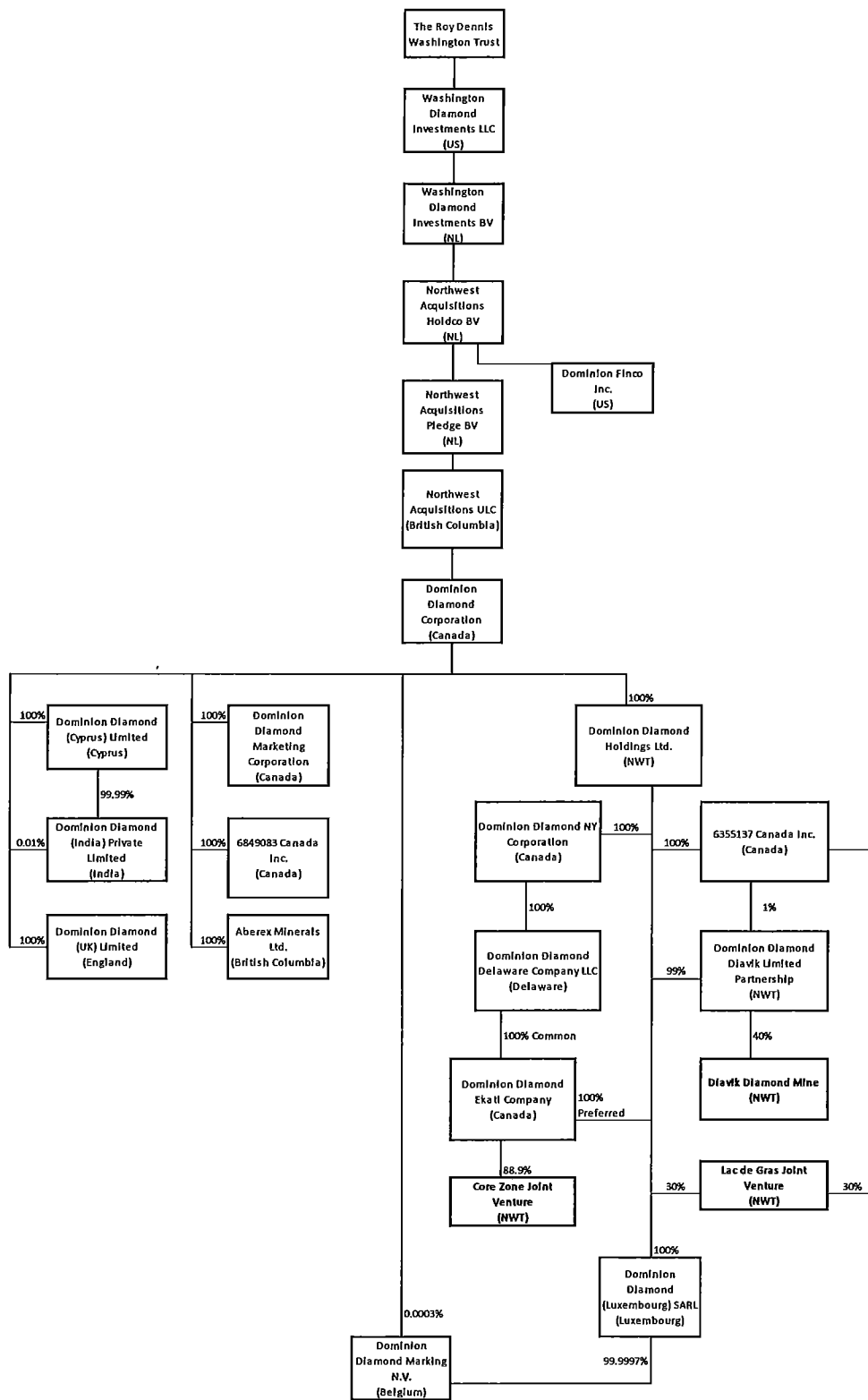
Copyright registrations and applications for copyright registrations: Nil

Industrial designs/registered designs and applications for registered designs: Nil

SCHEDULE A-1A
DOMINION DIAMOND CORPORATION CORPORATE HISTORY

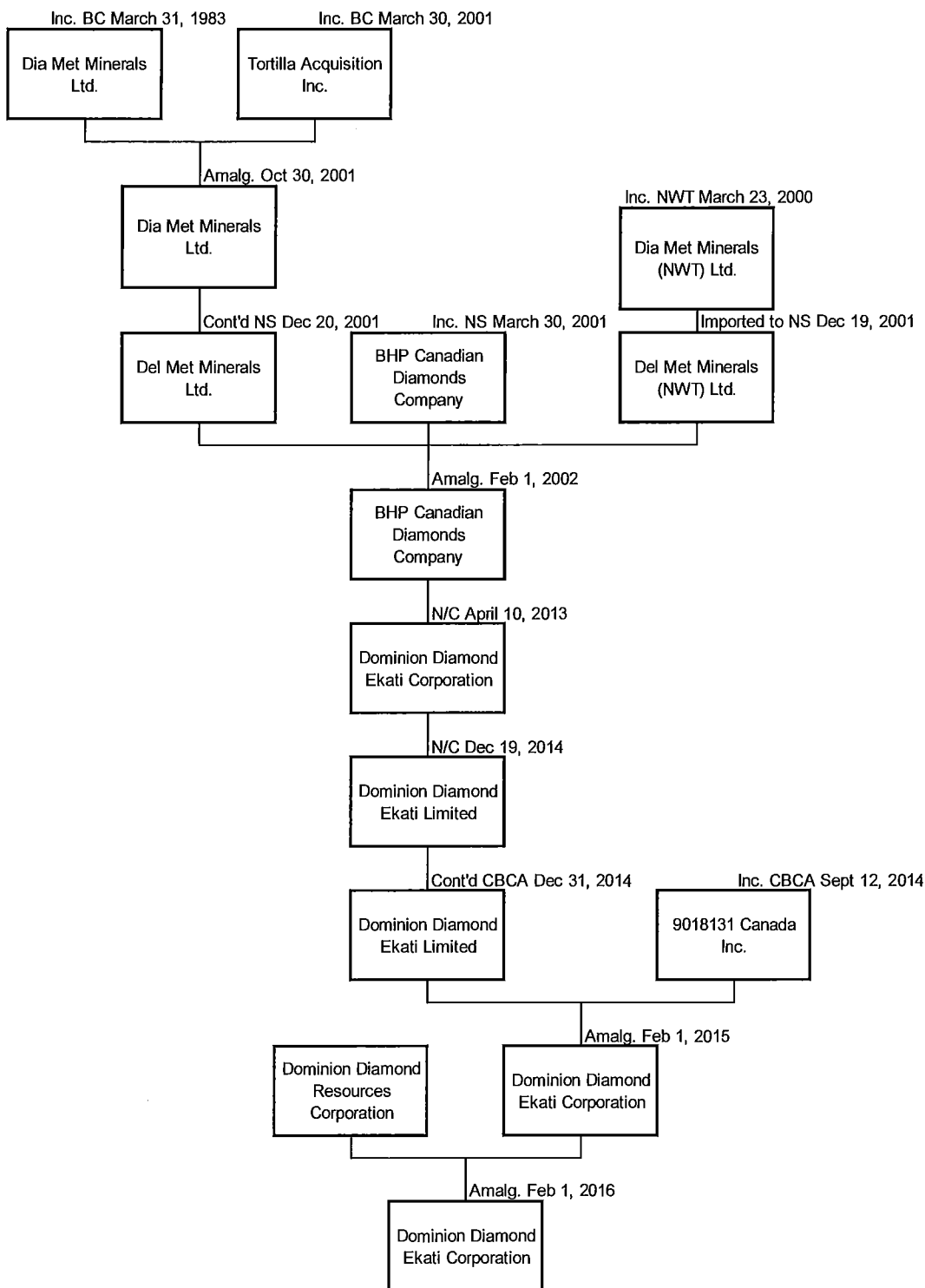


SCHEDULE A-1B



SCHEDULE A-1C

DOMINION DIAMOND EKATI CORPORATION CORPORATE HISTORY



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SCHEDULE B-1

MATERIAL LEASES, CLAIMS OR MINING REGISTER ENTRIES

DIAVIK DIAMOND MINE

Lease Number	Owner Name	Percentage	NTS Map Sheet(s)	Issued Date	Expires Date	Acres	Hectares	District
3539	Diavik Diamond Mines (2012) Inc.	100	076D 08, 09	July 16, 1996	July 16, 2017	2,697	1,091	NT
3540 - 3541	Diavik Diamond Mines (2012) Inc.	100	076D 08, 09	February 24, 1997	February 24, 2018	5,319	2,153	NT
3710 - 3711	Diavik Diamond Mines (2012) Inc.	100	076D 08	November 19, 1997	November 19, 2018	4,605	1,864	NT
3712			076D 08, 09			2,671	1,081	
3713 - 3716			076D 09			10,392	4,205	
3719			076D 08			2,572	1,041	
3760 - 3766			076D 08			2,348	950	
3767			076D 08, 09			2,559	1,036	
3768 - 3773			076D 08			15,458	6,256	
3931	Diavik Diamond Mines (2012) Inc.	100	076D 09	April 17, 2001	April 17, 2022	2,434	985	NT
4093 - 4095	Diavik Diamond Mines (2012) Inc.	100	076C 11	January 16, 2002	January 16, 2023	7,764	3,142	NT
4097 - 4101	Diavik Diamond Mines (2012) Inc.	100	076C 05	March 5, 2002	March 5, 2023	12,788	5,175	NT
4102			076C 05, 06			2,526	1,022	
4103			076C 06			2,677	1,083	
4104 - 4108			076C 12			12,946	5,239	
4109			076C 11, 12			2,388	966	
4110			076C 11			2,674	1,082	
4111 - 4119			076D 08			23,718	9,598	
4120			076C 05, 076D 08			2,608	1,055	
4121 - 4128			076C 05			20,780	8,409	
4129			076C 05, 06			2,609	1,056	
4130	076C 06	2,531	1,024					
4134 - 4135	Diavik Diamond Mines (2012) Inc.	100	076C 05	January 16, 2002	January 16, 2023	4,571	1,850	NT
4136			076C 05, 076D 08			1,298	525	
4137			076C 06			2,168	877	
4138	Diavik Diamond Mines (2012) Inc.	100	076D 08	March 5, 2002	March 5, 2023	2,596	1,051	NT
4139			076C 06, 076D 08			2,687	1,087	
4140 - 4143			076C 05			10,575	4,280	
4144 - 4145			076D 08			1,744	706	
4146 - 4147			076D 16			4,838	1,958	
4148	Diavik Diamond Mines (2012) Inc.	100	076C 12	January 16, 2002	January 16, 2023	1,093	442	NT
4152			076C 12, 076D 09			1,227	497	
4153 - 4157			076C 12			457	185	
4164 - 4168			076C 12			12,149	4,917	
4174 - 4178	Diavik Diamond Mines (2012) Inc.	100	076C 06	March 5, 2002	March 5, 2023	13,013	5,266	NT
4179 - 4180	Diavik Diamond Mines (2012) Inc.	100	076C 05, 12	January 16, 2002	January 16, 2023	4,551	1,842	NT
4181 - 4185	Diavik Diamond Mines (2012) Inc.	100	076C 05, 12	March 5, 2002	March 5, 2023	12,956	5,243	NT
4186			076C 05, 06, 11, 12			2,390	967	
4187			076C 06, 11			2,677	1,083	
4192 - 4193	Diavik Diamond Mines (2012) Inc.	100	076C 12	January 16, 2002	January 16, 2023	490	198	NT
4197 - 4198			076C 12			4,906	1,985	
4202 - 4204			076C 12			611	247	
4208 - 4211			076C 12			8,698	3,520	
4212			076C 05, 12			2,266	917	
4213			076C 05			2,381	964	
4214 - 4216			076C 12			944	382	
4217			076C 05, 12			244	99	
4218 - 4219			076C 12			4,693	1,899	
4228 - 4229			076C 10			5,304	2,146	

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Lease Number	Owner Name	Percentage	NTS Map Sheet(s)	Issued Date	Expires Date	Acres	Hectares	District
4234 - 4235	Diavik Diamond Mines (2012) Inc.	100	076C 12	March 5, 2002	March 5, 2023	1,525	617	NT
4266 - 4268			076C 06			7,670	3,104	
4269 - 4272			076C 06, 11			10,321	4,177	
4325 - 4328			076C 06			10,256	4,150	
4400	Diavik Diamond Mines (2012) Inc.	100	076C 11	January 16, 2002	January 16, 2023	2,622	1,061	NT
4432 - 4436	Diavik Diamond Mines (2012) Inc.	100	076C 11	March 5, 2002	March 5, 2023	13,082	5,294	NT
4437 - 4440			076C 06			10,391	4,205	
4441 - 4442			076C 06, 11			5,146	2,083	
5194 - 5196	Diavik Diamond Mines (2012) Inc.	100	076C 11	December 8, 2010	December 8, 2031	7,852	3,178	NT
5380	Diavik Diamond Mines (2012) Inc.	100	076C 11	December 8, 2010	December 8, 2031	2,774	1,123	NT

SCHEDULE B-2

MATERIAL LEASES, CLAIMS OR MINING REGISTER ENTRIES

EKATI BUFFER ZONE



ENTITY	LEASE	STATUS	TAG_NO	FID	ISSUE DATE	EXPIRY_DATE	NTS MAPS/SHEETS	HECTARES	ACRES	AREA (m ²)	PERIMETER	EKLEASE-1	EKLEASE-L	CLAIM	ACRES	HECTARES
DDEC	3485	BUFFER ZONE CLAIM	F19564	274	1995-Apr-10	2018-Apr-10	076/D09	1005	2483	1058510.36	13731.44095	385	1422	ED 52	2483.51	1005.851036
DDEC	3486	BUFFER ZONE CLAIM	F19566	275	1995-Apr-10	2018-Apr-10	076/D09	1022	2525	1058510.36	13337.42988	366	1424	ED 53	2524.54	1021.643081
DDEC	3487	BUFFER ZONE CLAIM	F19568	276	1995-Apr-10	2018-Apr-10	076/D09	580	1344	5906079.894	11402.31754	367	1426	ED 54	1459.42	590.6079984
DDEC	3503	BUFFER ZONE CLAIM	F18266	207	1995-Apr-10	2018-Apr-10	076/D09	423	1044	4228947.449	9463.47524	273	1045	ED 58	1045.22	422.8947449
DDEC	3504	BUFFER ZONE CLAIM	F18267	213	1995-Apr-10	2018-Apr-10	076/D09	678	1676	6789757.68	10566.34918	279	1046	ED 70	1677.79	678.975768
DDEC	3505	BUFFER ZONE CLAIM	F19559	289	1995-Apr-10	2018-Apr-10	076/D09	1016	2510	10166037.6	13848.4891	380	1420	ED 26	2497.26	1010.60376
DDEC	3508	BUFFER ZONE CLAIM	F18263	229	1995-Apr-10	2018-Apr-10	076/D09	520	1284	5110662.916	9302.23286	305	1450	ED 56	1285.87	511.0662916
DDEC	3510	BUFFER ZONE CLAIM	F19613	231	1995-Apr-10	2018-Apr-10	076/D09	1069	2641	10738721.22	14057.77758	308	1398	ED 20	2653.1	1073.872122
DDEC	3511	BUFFER ZONE CLAIM	F19615	232	1995-Apr-10	2018-Apr-10	076/D09	970	2386	9722905.323	14043.39578	309	1400	ED 21	2402.58	972.2905323
DDEC	3512	BUFFER ZONE CLAIM	F19617	237	1995-Apr-10	2018-Apr-10	076/D09	1092	2689	10921103.43	13796.46032	314	1402	ED 22	2698.66	1092.10343
DDEC	3515	BUFFER ZONE CLAIM	F19563	258	1995-Apr-10	2018-Apr-10	076/D09	632	1562	6513789.119	10251.50394	349	1414	ED 23	1566.07	651.3789119
DDEC	3516	BUFFER ZONE CLAIM	F19565	259	1995-Apr-10	2018-Apr-10	076/D09	666	1646	6537847.105	12992.19639	350	1416	ED 24	1566.07	653.7847105
DDEC	3541	BUFFER ZONE CLAIM	F18265	228	2001-Jul-27	2022-Jul-27	076/D09	789	1950	780994.031	11458.63561	351	1418	ED 25	1907.34	780.994031
3942	3942	BUFFER ZONE CLAIM	F18269	246	2001-Jul-27	2022-Jul-27	076/D09	399	986	3972105.844	9168.36984	305	1454	ED 68	1947.44	788.094031
3943	3943	BUFFER ZONE CLAIM	F18282	246	2001-Jul-27	2022-Jul-27	076/D09	664	1639	6634223.546	10942.73398	335	1468	ED 72	981.63	663.4223546
3975	3975	BUFFER ZONE CLAIM	F18264	227	2001-Jul-27	2022-Jul-27	076/D09	893	2181	8905975.977	11768.17145	304	1452	ED 64	1530.35	890.5975977
3976	3976	BUFFER ZONE CLAIM	F18268	209	2001-Jul-27	2022-Jul-27	076/D09	868	2143	8659294.765	12093.84125	304	1452	ED 67	2200.79	865.9294765
3977	3977	BUFFER ZONE CLAIM	F19571	271	2001-Nov-01	2022-Nov-01	076/D09	1028	2540	10352816.05	12969.40758	382	1458	ED 71	2283.63	1035.281605
3978	3978	BUFFER ZONE CLAIM	F19573	272	2001-Nov-01	2022-Nov-01	076/D09	709	1782	7019568.212	10831.65291	384	1442	ED 27	2556.19	701.9568212
3979	3979	BUFFER ZONE CLAIM	F19573	272	2001-Nov-01	2022-Nov-01	076/D09	970	2386	9704448.572	13581.93375	385	1440	ED 28	2474.33	970.4448572
3980	3980	BUFFER ZONE CLAIM	F18270	199	2001-Nov-01	2022-Nov-01	076/D09	988	2441	9838990.051	13853.25055	385	1470	ED 73	2442.31	983.8990051
3981	3981	BUFFER ZONE CLAIM	F19552	192	2001-Jul-27	2022-Jul-27	076/D09	1072	2649	10707895	14052.65943	252	1472	ED 74	2645.98	1070.7895
3982	3982	BUFFER ZONE CLAIM	F19553	191	2001-Jul-27	2022-Jul-27	076/D09	959	2370	9501925.202	13845.90778	254	1474	ED 75	2372.69	950.1925202
3983	3983	BUFFER ZONE CLAIM	F19552	57	2001-Jul-27	2022-Jul-27	076/D09	1056	2609	10540717.18	13956.39596	105	1182	GO 4	2604.53	1054.071718
3984	3984	BUFFER ZONE CLAIM	F19553	58	2001-Jul-27	2022-Jul-27	076/D09	1009	2493	10121337.28	13989.6976	107	1184	GO 5	2501.04	1012.133728
3985	3985	BUFFER ZONE CLAIM	F19571	176	2001-Jul-27	2022-Jul-27	076/D09	1042	2576	10418217.52	13787.07803	107	1186	GO 6	2574.4	1041.821752
3986	3986	BUFFER ZONE CLAIM	F19538	178	2001-Jul-27	2022-Jul-27	076/D09	808	1987	8077195.133	12007.67662	238	1476	ED 76	1995.92	807.7195133
3987	3987	BUFFER ZONE CLAIM	F19539	178	2001-Jul-27	2022-Jul-27	076/D09	823	2033	8221815.2	12003.65516	240	1478	ED 77	2031.65	822.18152
3988	3988	BUFFER ZONE CLAIM	F19540	177	2001-Jul-27	2022-Jul-27	076/D09	830	2050	8276763.901	11783.12834	239	1480	ED 78	2045.23	827.6769001
3989	3989	BUFFER ZONE CLAIM	F19550	247	2001-Jul-27	2022-Jul-27	076/D09	609	1504	6059121.264	10834.87951	339	1458	ED 82	1497.24	605.9121264
3990	3990	BUFFER ZONE CLAIM	F18581	245	2001-Jul-27	2022-Jul-27	076/D09	647	1600	650489.88	10675.91528	334	1456	ED 63	1607.54	650.48988
3991	3991	BUFFER ZONE CLAIM	F19555	120	2001-Nov-01	2022-Nov-01	076/D09	1022	2526	10219398.04	13985.49698	174	1170	GO 10	2525.27	1021.939804
3992	3992	BUFFER ZONE CLAIM	F19557	121	2001-Nov-01	2022-Nov-01	076/D09	1039	2567	10360179.57	13757.60285	175	1172	GO 11	2560.06	1036.017957
3993	3993	BUFFER ZONE CLAIM	F19573	122	2001-Nov-01	2022-Nov-01	076/D09	1044	2579	10407874.34	13845.31721	176	1174	GO 12	2571.84	1040.787434
4010	4010	BUFFER ZONE CLAIM	F19770	7	2001-Nov-01	2022-Nov-01	076/D09	1021	2523	10205037.73	13841.08402	17	1266	AM 69	2521.72	1020.503773
4011	4011	BUFFER ZONE CLAIM	F19763	0	2001-Nov-01	2022-Nov-01	076/D09	494	1221	4931974.75	8763.13556	3	1278	AM 72	1218.72	493.197475
4012	4012	BUFFER ZONE CLAIM	F19773	11	2001-Nov-01	2022-Nov-01	076/D09	1059	2617	10589355.79	13769.78437	19	1268	AM 60	2617.72	1059.355579
4013	4013	BUFFER ZONE CLAIM	F19774	12	2001-Nov-01	2022-Nov-01	076/D09	1000	2471	10017443.08	13501.87369	26	1270	AM 81	2475.36	1001.744308
4014	4014	BUFFER ZONE CLAIM	F18775	10	2001-Nov-01	2022-Nov-01	076/D09	1009	2482	10076015.87	13587.34937	27	1272	AM 82	2489.84	1007.601587
4015	4015	BUFFER ZONE CLAIM	F18776	9	2001-Nov-01	2022-Nov-01	076/D09	1030	2545	10278010.65	13596.13373	23	1274	AM 83	2546.02	1027.801065
4016	4016	BUFFER ZONE CLAIM	F19776	9	2001-Nov-01	2022-Nov-01	076/D09	726	1784	7238683.357	12205.19264	22	1212	AM 84	1789.22	723.8683357
4017	4017	BUFFER ZONE CLAIM	F19784	1	2001-Nov-01	2022-Nov-01	076/D09	544	1345	5399103.426	9033.90946	4	1260	AM 73	1334.15	539.9103426
4018	4018	BUFFER ZONE CLAIM	F19785	6	2001-Nov-01	2022-Nov-01	076/D09	511	1262	5099944.818	8955.67789	13	1282	AM 74	1260.22	509.9944818
4019	4019	BUFFER ZONE CLAIM	F19787	4	2001-Nov-01	2022-Nov-01	076/D09	484	1221	4847140.352	8220.86489	14	1284	AM 75	1222.55	484.7140352
4020	4020	BUFFER ZONE CLAIM	F19788	3	2001-Nov-01	2022-Nov-01	076/D09	539	1332	5368740.35	9405.47689	10	1286	AM 76	1331.83	536.874035
4021	4021	BUFFER ZONE CLAIM	F19713	2	2001-Nov-01	2022-Nov-01	076/D09	367	907	3652873.602	7796.34118	8	1208	AM 77	905.12	365.2873602
4022	4022	BUFFER ZONE CLAIM	F17852	17	2001-Nov-01	2022-Nov-01	076/D09	1036	2580	10367206.35	13813.42958	5	1210	AM 85	2581.79	1036.720635
4023	4023	BUFFER ZONE CLAIM	F17853	20	2001-Nov-01	2022-Nov-01	076/D09	667	1647	6652544.205	10442.02475	44	1216	GO 27	1643.89	665.2544205
4024	4024	BUFFER ZONE CLAIM	F19654	19	2001-Nov-01	2022-Nov-01	076/D09	633	1584	6297189.519	10785.67165	47	1218	GO 28	1556.07	629.7189519
4025	4025	BUFFER ZONE CLAIM	F19655	151	2001-Nov-01	2022-Nov-01	076/D09	641	1585	643520.741	10476.05663	46	1214	GO 29	1568.51	643.2520741
4026	4026	BUFFER ZONE CLAIM	F19659	149	2001-Nov-01	2022-Nov-01	076/D09	852	2135	9509904.54	13268.5983	208	1482	GO 13	2248.95	950.990454
4027	4027	BUFFER ZONE CLAIM	F17674	150	2001-Nov-01	2022-Nov-01	076/D09	1056	2609	10566991.65	13786.91826	206	1484	GO 14	2611.19	1056.699411
4028	4028	BUFFER ZONE CLAIM	F19576	277	2001-Jul-27	2022-Jul-27	076/D09	834	2081	8358607.975	12125.6758	207	1486	GO 15	2611.16	1056.699165
4029	4029	BUFFER ZONE CLAIM	F18572	278	2001-Jul-27	2022-Jul-27	076/D09	962	2377	9571612.92	11994.76699	369	1430	ED 58	2084.83	957.079975
4030	4030	BUFFER ZONE CLAIM	F19574	279	2001-Jul-27	2022-Jul-27	076/D09	1060	2620	10590467.03	13929.43604	370	1432	ED 59	2365.2	957.161292
4031	4031	BUFFER ZONE CLAIM	F17878	38	2001-Jul-27	2022-Jul-27	076/D09	998	2465	9872335.388	13860.30504	80	1192	GO 23	2464.22	987.2335388


4032	BUFFER ZONE CLAIM	F-17677	34	2001 Nov 01	2022 Nov 01	1011	2499	10117214.88	14083.25019	76	1194	GO22	2500.02	1011.721488
4033	BUFFER ZONE CLAIM	F-17679	37	2001 Nov 01	2022 Nov 01	954	2357	9547688.28	13430.22532	79	1190	GO24	2359.29	954.768828
4034	BUFFER ZONE CLAIM	F-17685	23	2001 Nov 01	2022 Nov 01	960	2421	9785423.073	13230.69885	65	1188	GO30	2418.03	978.5423073
4035	BUFFER ZONE CLAIM	F-17686	22	2001 Nov 01	2022 Nov 01	986	2485	9873712.1276	13356.16984	84	1278	GO31	2439.7	987.37121276
4036	BUFFER ZONE CLAIM	F-19570	280	2001 Jul 27	2022 Jul 27	1751	7007	7007193888	1039148165	371	1428	ED55	1731.5	7007.193888
4037	BUFFER ZONE CLAIM	F-19577	281	2001 Jul 27	2022 Jul 27	2580	1057	105719018.79	16671.96374	372	1438	ED59	2587.82	1051.301879
4038	BUFFER ZONE CLAIM	F-19578	255	2001 Jul 27	2022 Jul 27	1162	2872	11497738.38	13601.66944	344	1444	ED60	2841.15	1149.773838
4039	BUFFER ZONE CLAIM	F-19579	252	2001 Jul 27	2022 Jul 27	1088	2638	10659327	13717.05187	341	1446	ED61	2634.03	1065.9527
4040	BUFFER ZONE CLAIM	F-18262	253	2001 Nov 01	2022 Nov 01	186	460	1822474.728	7208.13022	342	1448	ED65	450.34	182.2474728
4041	BUFFER ZONE CLAIM	F-19654	67	2001 Nov 01	2022 Nov 01	2523	1019	101934966.31	13321.61808	138	1176	GO7	2518.87	1019.349631
4042	BUFFER ZONE CLAIM	F-19655	85	2001 Nov 01	2022 Nov 01	1086	2465	10352442.72	13554.41543	138	1178	GO8	2484.01	1035.244272
4043	BUFFER ZONE CLAIM	F-17672	86	2001 Nov 01	2022 Nov 01	1078	2685	10783623.03	13866.5803	137	1180	GO9	2689.75	1078.362303
4273	BUFFER ZONE CLAIM	F-19597	262	2001 Nov 16	2022 Nov 16	672	1661	67069269.724	10639.26629	353	746	ED42	1657.16	670.6269724
4274	BUFFER ZONE CLAIM	F-19601	264	2001 Nov 16	2022 Nov 16	735	1816	7321822.506	10688.62984	355	1324	ED43	1809.26	732.1822506
4275	BUFFER ZONE CLAIM	F-19599	265	2001 Nov 16	2022 Nov 16	609	1504	6120459.481	10542.16728	356	1328	ED44	1512.4	612.0459481
4276	BUFFER ZONE CLAIM	F-19606	266	2001 Nov 16	2022 Nov 16	674	1666	6689260.032	10476.83631	357	1326	ED45	1647.76	668.9260032
4277	BUFFER ZONE CLAIM	F-19608	268	2001 Nov 16	2022 Nov 16	589	1456	5898980.077	9788.90338	359	1330	ED46	1457.65	589.8980077
4281	BUFFER ZONE CLAIM	F-19605	225	2001 Nov 16	2022 Nov 16	1089	2842	10890206.75	13974.54922	302	728	ED11	2854.19	1089.020675
4282	BUFFER ZONE CLAIM	F-19607	226	2001 Nov 16	2022 Nov 16	1012	2500	10094085.58	13970.97792	303	730	ED12	2494.3	1009.408558
4287	BUFFER ZONE CLAIM	F-18296	222	2001 Nov 16	2022 Nov 16	1038	2564	103861766	13883.08238	288	724	ED9	2561.54	1038.61766
4288	BUFFER ZONE CLAIM	F-18298	220	2001 Nov 16	2022 Nov 16	1026	2535	10248464.76	13738.28077	286	726	ED10	2532.45	1024.846476
4289	BUFFER ZONE CLAIM	F-18301	250	2001 Nov 16	2022 Nov 16	642	1586	6442004.007	10579.39248	339	742	ED40	1581.85	644.2004007
4290	BUFFER ZONE CLAIM	F-19595	251	2001 Nov 16	2022 Nov 16	652	1686	6807042.763	10527.56108	340	744	ED41	1682.06	680.7042763
4351	BUFFER ZONE CLAIM	F-19647	16	2001 Nov 16	2022 Nov 16	674	1666	6729009.466	10794.02256	43	1224	GO16	1682.77	672.909466
4352	BUFFER ZONE CLAIM	F-19648	15	2001 Nov 16	2022 Nov 16	688	1725	6827852.739	10387.99162	42	1226	GO17	1711.91	682.7852739
4353	BUFFER ZONE CLAIM	F-19649	13	2001 Nov 16	2022 Nov 16	652	1611	6480587.357	10087.07443	39	1228	GO18	1601.39	648.0587357
4354	BUFFER ZONE CLAIM	F-17680	14	2001 Nov 16	2022 Nov 16	661	1633	6598965.025	10406.9841	41	1222	GO25	1630.89	659.8965025
4355	BUFFER ZONE CLAIM	F-17681	18	2001 Nov 16	2022 Nov 16	671	1659	6706325.643	10260.40774	45	1220	GO26	1657.17	670.6325643
4356	BUFFER ZONE CLAIM	F-19646	30	2001 Nov 16	2022 Nov 16	1074	2654	10764180.06	13884.29815	72	1202	GO1	2659.89	1076.418006
4357	BUFFER ZONE CLAIM	F-19651	31	2001 Nov 16	2022 Nov 16	1013	2503	10127487.57	13542.50262	73	1204	GO2	2502.55	1012.748757
4358	BUFFER ZONE CLAIM	F-19650	36	2001 Nov 16	2022 Nov 16	956	2387	9634440.686	13491.16441	78	1200	GO19	2380.72	963.4440686
4359	BUFFER ZONE CLAIM	F-17673	35	2001 Nov 16	2022 Nov 16	1006	2466	10059633.12	13571.76525	77	1196	GO20	2464.8	1005.963312
4360	BUFFER ZONE CLAIM	F-17676	33	2001 Nov 16	2022 Nov 16	1048	2569	10465095.37	13661.28186	75	1196	GO21	2585.98	1046.509537
4361	BUFFER ZONE CLAIM	F-19610	267	2001 Nov 16	2022 Nov 16	765	1939	7847982.613	11049.34991	358	1404	ED47	1939.28	784.7982613
4362	BUFFER ZONE CLAIM	F-19612	256	2001 Nov 16	2022 Nov 16	589	1458	5898986.86	9837.33559	347	1406	ED48	1450.48	589.898686
4363	BUFFER ZONE CLAIM	F-19614	257	2001 Nov 16	2022 Nov 16	668	1650	6648005.129	10653.40318	348	1408	ED49	1642.76	664.8005129
4364	BUFFER ZONE CLAIM	F-19616	263	2001 Nov 16	2022 Nov 16	626	1546	6246701.825	10389.80302	354	1410	ED50	1543.59	624.6701825
4365	BUFFER ZONE CLAIM	F-19618	261	2001 Nov 16	2022 Nov 16	630	1557	6288988.883	10327.84979	352	1412	ED51	1554.04	628.8988883
4366	BUFFER ZONE CLAIM	F-19598	235	2001 Nov 16	2022 Nov 16	1016	2511	10160683.89	13746.79521	312	1416	ED13	2510.76	1016.068389
4367	BUFFER ZONE CLAIM	F-19598	240	2001 Nov 16	2022 Nov 16	964	2381	9626932.674	13461.70988	319	1316	ED14	2378.87	962.6932674
4368	BUFFER ZONE CLAIM	F-19600	241	2001 Nov 16	2022 Nov 16	1061	2623	10659588.69	13901.23326	320	1318	ED15	2609.33	1065.958869
4369	BUFFER ZONE CLAIM	F-19603	242	2001 Nov 16	2022 Nov 16	935	2310	9348018.087	13695.00032	321	1320	ED16	2308.95	934.8018087
4370	BUFFER ZONE CLAIM	F-19604	238	2001 Nov 16	2022 Nov 16	1124	2719	11224569.32	14154.20043	315	1322	ED17	2713.65	1122.456932
4371	BUFFER ZONE CLAIM	F-19609	239	2001 Nov 16	2022 Nov 16	1129	2721	11273888.09	14368.98141	316	1384	ED18	2765.84	1127.388809
4372	BUFFER ZONE CLAIM	F-19611	243	2001 Nov 16	2022 Nov 16	947	2341	9430404.536	12988.96366	322	1396	ED19	2350.3	943.0404536
4380	BUFFER ZONE CLAIM	F-19660	32	2001 Nov 16	2022 Nov 16	2468	9973	9973766.239	13706.97893	74	1206	GO3	2464.57	997.3766239
4382	BUFFER ZONE CLAIM	F-18297	244	2001 Nov 16	2022 Nov 16	654	1616	6525417.977	10265.98764	330	1535	ED38	1612.47	652.5417977
4393	BUFFER ZONE CLAIM	F-18299	234	2001 Nov 16	2022 Nov 16	616	1523	6146857.619	10706.84718	311	738	ED39	1518.92	614.6857619


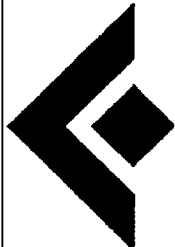
SCHEDULE C

INTELLECTUAL PROPERTYCanadian Intellectual Property


Trade-Marks

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
CA-1	 POWERED BY DOMINION POWERED BY DOMINION & DESIGN	Formalized (Pending) App 1858961 App 22-SEP-2017		DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	
CA-2	 ARCTIC LIGHT ARCTIC LIGHT & DESIGN	Formalized (Pending) App 1858960 App 22-SEP-2017		DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	
CA-3	DDC	App 20-OCT-2015 App 1751229 Reg 17-MAY-2017 Reg TMA971149 Registered	(1) Operation of a company dealing in mining services for diamonds and precious stones, sourcing of diamonds; processing of diamonds, namely, diamond mining, cutting of diamonds, polishing of diamonds, grading of diamonds; retail and wholesale sale of diamonds, jewellery and precious stones.	DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023
CA-4	INTÉGRITÉ ET HÉRITAGE ASSURÉS	App 22-DEC-2014 App 1708485 Allowed (Pending)	(1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds.	DOMINION DIAMOND CORPORATION a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	
CA-5	CANADAMARK	App 29-MAY-2014 App 1679010 Reg 25-SEP-2015 Reg TMA915208 Registered	(1) Operation of a programme to verify the integrity of a diamond and to assure supply chain integrity for the diamond to be of Canadian origin; providing information via a website in the field of diamond mining; verifying	DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023


Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
			and certifying the origin, character and quality of diamonds, gems and gemstones. (2) Providing information via a website in the field of gemological services.	Calgary ALBERTA T2P 1T1	
CA-6	INTEGRITY AND HERITAGE ASSURED	App 06-MAR-2014 App 1666641 Reg 01-DEC-2015 Reg TMA964056 Registered	(1) mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds	DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023
CA-7	THE ORIGINAL DIAMOND HALLMARK	App 06-MAR-2014 App 1666637 Allowed (Pending)	(1) mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds	DOMINION DIAMOND CORPORATION, a legal entity 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	
CA-8	THE ORIGINAL DIAMOND HALLMARK. INTEGRITY AND HERITAGE ASSURED	Aban 15-MAR-2017 App 25-FEB-2014 App 1665350 Abandoned - section 40(3) (Abandoned)	(1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds,	DOMINION DIAMOND CORPORATION, a legal entity 250 University Avenue Toronto ONTARIO M5H 3E5	
CA-9	JAY PIPE LOGO 	App 25-JUN-2013 App 1632642 Reg 19-JUL-2017 Reg TMA976191 Registered	(1) diamonds, jewellery, precious stones; drinking mugs, drinking glasses, coffee cups, t-shirts, hats, caps, sweatshirts (1) mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds, arranging for and providing security for diamond related businesses.	DOMINION DIAMOND CORPORATION, a legal entity, 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS/See evidence on File No. 1619023
CA-10	DOMINION DIAMOND LOGO	App 20-MAR-2013 App 1619023 Reg 01-APR-2016 Reg TMA933199 Registered	(1) diamonds, jewellery, precious stones (1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds,	DOMINION DIAMOND CORPORATION 606 4th Street SW Suite 900	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS/ See evidence on File No. 1619023

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
			namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds, arranging for and providing security for diamond related businesses.	Calgary ALBERTA T2P 1T1	
CA-11	DOC	App 14-FEB-2013 App 1614278 Reg 20-JAN-2016 Reg TMA926525 Registered	(1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds, arranging for and providing security for diamond related businesses.	DOMINION DIAMOND CORPORATION 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS/See evidence on File No. 1619023
CA-12	DOMINION DIAMOND	App 12-FEB-2013 App 1613885 Reg 10-MAR-2015 Reg TMA898371 Registered	(1) Diamonds, jewellery, precious stones. (1) Mining services, retail and wholesale sale of diamonds, sourcing of diamonds, processing of diamonds, namely, cutting services, polishing services and chemical cleaning services, sorting of diamonds, arranging for and providing security for diamond related businesses.	DOMINION DIAMOND CORPORATION 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	OWNER ADDRESS CHANGE: DATE REGISTERED: 08 sept/Sep 2017 COMMENTS/ See evidence on File No. 1619023
CA-13	Stylized C & Diamond Design 	App 27-AUG-2003 App 1188975 Reg 02-AUG-2007 Reg TMA693308 Registered	(1) Diamonds. (2) Precious and semi-precious gems and gemstones. (1) Verifying and certifying the origin, character, and quality of diamonds, gems, and gemstones. (2) Operation of a business selling and distributing diamonds, precious and semi-precious gems and gemstones.	Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 Jun 2007 COMMENTS: FROM: POINT LAKE MARKETING INC. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820 CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486 CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 sept/Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-14	CANADAMARK CERTIFICATE OF ORIGIN	<p>App 23-JUL-2003 App 1185786 Reg 28-AUG-2008 Reg TMA722713 Registered</p>	<p>(1) Diamonds. (2) Precious and semi-precious gems and gemstones. (3) Pearls. (4) Precious metals, namely, gold, silver, and platinum. (5) Jewellery, namely, bracelets, rings, necklaces, pendants, chains, anklets, earrings, brooches, tie pins, tie clips, cufflinks, pendants, barrettes, hair clips, and rings. (6) Timepieces, namely, watches, stop watches, chronometers, and clocks.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-15	LOOK FOR THE MARK	<p>App 27-JUN-2003 App 1183289 Reg 27-JUN-2007 Reg TMA690926 Registered</p>	<p>(1) Precious and semi-precious gems and gemstones. (1) Identifying and appraising the origin, value, and quality of precious and semi-precious gemstones, and providing certification, guarantees, and warranties to that effect to third parties. (2) Electronic laser-inscription of precious and semi-precious gemstones. (3) Retail and wholesale distribution of precious and semi-precious gems and gemstones.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 Jun 2007 COMMENTS: FROM: POINT LAKE MARKETING INC. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-16	<p>CANADA MARK & Design</p>  <p>CANADA MARK</p>	<p>App 26-MAY-2003 App 1179322 Reg 12-JUN-2007 Reg TMA689626 Registered</p>	<p>(1) Precious metals and their alloys, and goods in precious metals; precious stones; and jewellery.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 Jun 2007 COMMENTS: FROM: Point Lake Marketing Inc. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED/DATE: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486</p> <p>CHANGE IN TITLE: TYPE OF CHANGE Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion</p>


Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-17	THE DEFINING SYMBOL OF CANADIAN DIAMONDS	<p>App 26-MAY-2003 App 1179486 Reg 12-JUN-2007 Reg TMA689625 Registered</p>	<p>(1) Precious and semi-precious gems and gemstones. (1) Operation of a wholesale business selling gemstones.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLEE: TYPE OF CHANGE: Assignment DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 juin/Jun 2007 COMMENTS: FROM: POINT LAKE MARKETING INC. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-18	CANADAMARK	<p>App 12-NOV-2002 App 1159101</p>	<p>(1) Precious stones; jewellery. (1) Providing business and statistical</p>	<p>Dominion Diamond Corporation</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
		Reg 07-DEC-2005 Reg TMA654545 Registered	information about the origin, character, and quality of diamonds; compilation and systemization of information into computer databases; operation of a retail and wholesale business selling and distributing diamonds, gems, jewellery, and watches; laser scribing.	606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	<p>DATE REGISTERED: 09 Jun 2008 DATE OF CHANGE: 29 Jun 2007 COMMENTS: FROM: Point Lake Marketing Inc. TO: BHP Billiton Diamonds (Belgium) N.V. See evidence on File No. 1117820</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS FROM: BHP Billiton Diamonds (Belgium) N.V. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1179486</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 06 Dec 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1159101</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-19	EKATI DIAMONDS & DESIGN 	App 09-MAY-2001 App 1102515 Reg 18-DEC-2003 Reg TMA598004 Registered	(1) Precious and semi-precious gems and gemstones. (2) Pearls. (3) Precious metals, namely, gold, silver, and platinum. (4) Jewellery, namely, bracelets, rings, necklaces, pendants, chains, anklets, earrings, brooches, tie pins, tie clips, cufflinks, pendants, barrettes, hair clips, and rings. (5) Money clips. (6) Timepieces, namely, watches, stop watches, chronometers, and clocks. (1) Operation of a retail business selling jewellery, precious metals, gemstones, money clips, and	Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	<p>OWNER ADDRESS CHANGE: DATE REGISTERED: 06 Oct 2005 COMMENTS: See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2007 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p>


Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
			<p>timepieces.</p> <p>(2) Operation of a wholesale business selling jewellery, precious metals, gemstones, money clips, and timepieces.</p> <p>(3) Operation of a electronic commerce business selling jewellery, precious metals, gemstones, money clips, and timepieces to others, through a global computer network.</p> <p>(4) Operation of a website providing information on the subjects of jewellery, precious metals, gemstones, money clips, and timepieces.</p>		<p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2008 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jan 2010 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2010 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>Amalgamation and address DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2012 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-20	EKATI	<p>App 04-MAY-2001 App 1101835 Reg 13-JUN-2003 Reg TMA583710 Registered</p>	(1) Precious and semi-precious gems and gemstones.	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>OWNER ADDRESS CHANGE: DATE REGISTERED: 06 Oct 2005 COMMENTS: See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2007 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2008 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jan 2010 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2010 COMMENTS:</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. Voir Preuve au dossier/See evidence on File No. 896464</p> <p>Amalgamation and address DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2012 COMMENTS FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-21	AURIAS	<p>App 02-FEB-2001 App 1091174 Reg 27-JAN-2004 Reg TMA600675 Registered</p>	<p>(1) Precious metals and their alloys; precious stones; jewellery made from precious metals and precious stones. (1) Marketing services namely advertising services for third parties relating to the sale of precious stones and jewellery; retailing and wholesaling services relating to the sale of precious stones, and retail sale services of custom jewellery of others.</p>	<p>Dominion Diamond Corporation PO Box 4569, Station A Toronto ONTARIO M5W 4T9</p>	<p>OWNER ADDRESS CHANGE: DATE REGISTERED: 14 Mar 2013 COMMENTS: See evidence on File No. 1091174</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS:</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>FROM: BHP Billiton Innovation Pty. Ltd. TO: Dominion Diamond Marketing N.V. See evidence on File No. 1091174</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Marketing N.V. TO: Dominion Diamond Corporation See evidence on File No. 1091174</p>
CA-22	<p>EKATI DIAMONDS & Maple Leaf Design</p> 	<p>App 16-JUL-1999 App 1022653 Reg 20-FEB-2001 Reg TMA541389 Registered</p>	<p>(1) Jewels, gems, and precious stones, namely, diamonds. (1) Mining and processing diamonds. (2) Sale of diamonds to others on a wholesale basis.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Name and Address DATE REGISTERED: 07 Feb 2002 DATE OF CHANGE: 25 Oct 2001 COMMENTS: FROM: BHP DIAMONDS INC., TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 06 Oct 2005 COMMENTS: See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2007 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2008 COMMENT: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jan 2010 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2010 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>Amalgamation and address DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2012 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS:</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					See evidence on File No. 1619023
CA-23	EKATI DIAMOND MINE & DESIGN 	App 30-MAR-1999 App 1010291 Reg 04-JAN-2001 Reg TMA539131 Registered	(1) Jewels, gems, and precious stones, namely, diamonds.	Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1	<p>CHANGE IN TITLE: TYPE OF CHANGE: Name and Address DATE REGISTERED: 07 Feb 2002 DATE OF CHANGE: 25 Oct 2001 COMMENTS: FROM: BHP DIAMONDS INC., TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 06 Oct 2005 COMMENTS: See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2007 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2008 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED : 11 Apr 2013 DATE OF CHANGE: 01 Jan 2010 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>DATE OF CHANGE: 01 Jul 2010 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>Amalgamation and address DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2012 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>
CA-24	EKATI	<p>App 13-NOV-1998 App 896464 Reg 13-JAN-2000 Reg TMA521456 Registered</p>	<p>(1) Jewels, gems, and precious stones, namely, diamonds. (1) Mining and processing diamonds. (2) Sale of diamonds to others on a wholesale basis.</p>	<p>Dominion Diamond Corporation 606 4th Street SW Suite 900 Calgary ALBERTA T2P 1T1</p>	<p>CHANGE IN TITLE: TYPE OF CHANGE: Name and Address DATE REGISTERED: 07 Feb 2002 DATE OF CHANGE: 25 Oct 2001 COMMENTS: FROM: BHP DIAMONDS INC. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p>

Ref. No.	Trade-mark	Status	Goods and Services	Owner	Footnotes (CA)
					<p>OWNER ADDRESS CHANGE: DATE REGISTERED: 06 Oct 2005 COMMENTS: See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2007 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2008 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Diamonds Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Name DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jan 2010 COMMENTS: FROM: BHP Billiton Diamonds Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Amalgamation DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE/: 01 Jul 2010 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p> <p>Amalgamation and address DATE REGISTERED: 11 Apr 2013 DATE OF CHANGE: 01 Jul 2012 COMMENTS: FROM: BHP Billiton Canada Inc. TO: BHP Billiton Canada Inc. See evidence on File No. 896464</p>



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					<p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 10 Apr 2013 COMMENTS: FROM: BHP Billiton Canada Inc. TO: Dominion Diamond Ekati Corporation See evidence on File No. 896464</p> <p>CHANGE IN TITLE: TYPE OF CHANGE: Assignment DATE REGISTERED: 21 Aug 2013 DATE OF CHANGE: 15 Jul 2013 COMMENTS: FROM: Dominion Diamond Ekati Corporation TO: Dominion Diamond Corporation See evidence on File No. 896464</p> <p>OWNER ADDRESS CHANGE: DATE REGISTERED: 08 Sep 2017 COMMENTS: See evidence on File No. 1619023</p>

Copyrights


Title	Reg. No.	Reg. Date	Author(s)	Registered Owner
JAY PIPE LOGO	1106059	2013-07-05	CARISA LAW SCOTT MCFARLAND	DOMINION DIAMOND CORPORATION
DOMINION DIAMOND LOGOS	1104372	2013-05-08	PETER NG	DOMINION DIAMOND CORPORATION

U.S. Intellectual Property

Trademarks

Ref. No.	Trademark	Status	Goods and Services	Owner	Assignment Information
US-1	CANADAMARK Cross References: CANADA MARK CANADAMARK	App 13-JUN-2014 App 86309170 Reg 25-AUG-2015 Reg 4797939 Registered Section 44(D)	INT. CL. 37 PROVIDING INFORMATION VIA A WEBSITE IN THE FIELD OF DIAMOND MINING INT. CL. 42 GEMOLOGICAL SERVICES, NAMELY, VERIFYING THE INTEGRITY OF A DIAMOND TO ASSURE THE DIAMOND TO BE OF CANADIAN ORIGIN, AND VERIFYING AND CERTIFYING THE ORIGIN, CHARACTER AND QUALITY OF DIAMONDS, GEMS AND GEMSTONES; PROVIDING INFORMATION VIA A WEBSITE IN THE FIELD OF GEMOLOGICAL SERVICES	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	
US-2	THE ORIGINAL DIAMOND HALLMARK THE ORIGINAL DIAMOND HALLMARK	App 14-MAR-2014 App 86221684 Pending Section 44(D)	INT. CL. 35 RETAIL STORE AND WHOLESALE STORE SERVICES FEATURING DIAMONDS INT. CL. 37 MINING EXTRACTION OF DIAMONDS INT. CL. 40 PROCESSING OF DIAMONDS, SORTING OF DIAMONDS	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	
US-3	INTEGRITY AND HERITAGE ASSURED INTEGRITY AND HERITAGE ASSURED	App 14-MAR-2014 App 86221696 Reg 03-MAY-2016 Reg 4953221 Registered Supplemental Register Section 44(D)	INT. CL. 35 RETAIL STORE AND WHOLESALE STORE SERVICES FEATURING DIAMONDS INT. CL. 37 MINING EXTRACTION OF DIAMONDS INT. CL. 40 PROCESSING OF DIAMONDS, SORTING OF DIAMONDS	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	
US-4	JAY PIPE 	App 08-JUL-2013 App 86004485 Pending Section 44(D) Intent to Use	INT. CL. 14 DIAMONDS, JEWELLERY, PRECIOUS STONES INT. CL. 21 DRINKING MUGS, DRINKING GLASSES, COFFEE CUPS INT. CL. 25 CLOTHING, NAMELY, T-SHIRTS, HATS AND CAPS INT. CL. 37 MINING EXTRACTION SERVICES INT. CL. 40 PROCESSING OF DIAMONDS, SORTING OF DIAMONDS	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	
US-5	D 	App 23-APR-2013 App 85912253 Reg 11-OCT-2016 Reg 5057005 Registered Section 44(D)	INT. CL. 14 DIAMONDS, JEWELLERY, PRECIOUS STONES INT. CL. 37 MINING EXTRACTION OF DIAMONDS INT. CL. 40 PROCESSING OF DIAMONDS, SORTING OF DIAMONDS INT. CL. 45 SECURITY CONSULTANCY IN THE NATURE OF ARRANGING FOR SECURITY FOR DIAMOND RELATED	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	


			BUSINESSES; PROVIDING SECURITY FOR DIAMOND RELATED BUSINESSES, NAMELY, SECURITY GUARD SERVICES FOR DIAMOND RELATED BUSINESSES, MONITORING OF SECURITY SYSTEMS FOR DIAMOND RELATED BUSINESSES, AND SECURITY THREAT ANALYSIS FOR PERSONAL PROTECTION PURPOSES FOR DIAMOND RELATED BUSINESSES		
US-6	DDC DDC	App 01-MAR-2013 App 85864763 Published (Pending) Section 44(D)	INT. CL. 14 DIAMONDS INT. CL. 35 RETAIL STORE AND WHOLESALE STORE SERVICES FEATURING DIAMONDS INT. CL. 37 MINING EXTRACTION OF DIAMONDS INT. CL. 40 PROCESSING OF DIAMONDS, NAMELY, CUTTING SERVICES, POLISHING SERVICES, AND CHEMICAL CLEANING SERVICES; SORTING OF DIAMONDS INT. CL. 45 SECURITY CONSULTANCY IN THE NATURE OF ARRANGING FOR SECURITY FOR DIAMOND RELATED BUSINESSES; PROVIDING SECURITY FOR DIAMOND RELATED BUSINESSES, NAMELY, SECURITY GUARD SERVICES FOR DIAMOND RELATED BUSINESSES, MONITORING OF SECURITY SYSTEMS FOR DIAMOND RELATED BUSINESSES, AND SECURITY THREAT ANALYSIS FOR PERSONAL PROTECTION PURPOSES FOR DIAMOND RELATED BUSINESSES	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	Assignor: DOMINION DIAMOND CORPORATION CANADA CORPORATION Assignor: HARRY WINSTON DIAMOND CORPORATION CANADA CORPORATION Signed: 26-MAR-2013 Brief: CERTIFICATE OF AMALGAMATION Recorded: 18-APR-2013 Reel/Frame: 5009/0970 Correspondent: FRANCIS J. DUFFIN, WIGGIN AND DANA LLP ONE CENTURY TOWER, P.O. BOX 1832 NEW HAVEN, CT 06508-1832 Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION PO BOX 4569, STATION A TORONTO, ONTARIO, M5W 4T9 CA (CANADA)
US-7	DOMINION DIAMOND DOMINION DIAMOND	App 19-FEB-2013 App 85853915 Reg 21-JUL-2015 Reg 4774976 Registered Section 44(D)	INT. CL. 37 MINING EXTRACTION OF DIAMONDS	DOMINION DIAMOND CORPORATION CANADA CORPORATION 606 4TH STREET SW, SUITE 900 CALGARY, ALBERTA, T2P1T1 CA (CANADA)	Assignor: DOMINION DIAMOND CORPORATION CANADA CORPORATION Assignor: HARRY WINSTON DIAMOND CORPORATION CANADA CORPORATION Signed: 26-MAR-2013 Brief: CERTIFICATE OF AMALGAMATION Recorded: 18-APR-2013 Reel/Frame: 5009/0970 Correspondent:

					<p>FRANCIS J. DUFFIN, WIGGIN AND DANA LLP ONE CENTURY TOWER, P.O. BOX 1832 NEW HAVEN, CT 06508-1832</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION PO BOX 4569, STATION A TORONTO, ONTARIO, M5W 4T9 CA (CANADA)</p>
US-8	<p>CANADAMARK Cross References: CANADA MARK </p>	<p>App 22-JUN-2007 App 77213664 Reg 05-AUG-2008 Reg 3479107 Registered CANCELLED SECTION 8 IN INT. CL. 40. ONLY O.G. 6-17-2014</p>	<p>INT. CL. 14 PRECIOUS GEMS AND GEMSTONES; JEWELRY INT. CL. 35 WHOLESALE AND RETAIL DISTRIBUTORSHIPS FEATURING DIAMONDS, PRECIOUS AND SEMI-PRECIOUS GEMS AND GEMSTONES AND JEWELRY; PROVIDING CONSUMER INFORMATION VIA A WEBSITE IN THE FIELD OF DIAMONDS, JEWELRY, DIAMOND MINING AND DIAMOND PROCESSING INT. CL. 40 [LASER SCRIBING SERVICES OF PRECIOUS GEMSTONES AND DIAMONDS] INT. CL. 42 PROVIDING INFORMATION VIA A WEBSITE IN THE FIELDS OF DIAMOND MINING AND GEMOLOGICAL SERVICES, NAMELY, GRADING PRECIOUS STONES</p>	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 01-DEC-2008 Reel/Frame: 3896/0068 Correspondent: EUGENE M. PAK, ESQ. C/O DLA PIPER LLP 153 TOWNSEND STREET, SUITE 800 SAN FRANCISCO, CA 94107</p> <p>Assignee: BHP BILLITON DIAMONDS N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE RECEIVING PARTY NAME FROM "BHP BILLITON DIAMONDS N.V." TO "BHP BILLITON DIAMONDS (BELGIUM) N.V."</p>

					<p>PREVIOUSLY RECORDED ON REEL 003896 FRAME 0068. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT OF ENTIRE INTEREST AND</p> <p>Recorded: 21-FEB-2013 Reel/Frame: 4968/0282 Correspondent: DLA PIPER LLP (US) C/O HEATHER DUNN 555 MISSION STREET SUITE 2400 SAN FRANCISCO, CA 94105</p> <p>Assignee: BHP BILLITON DIAMONDS (BELGIUM) N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION Signed: 15-JUL-2013 Brief: ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS Recorded: 07-MAR-2014 Reel/Frame: 5232/0681 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, M4W 3J5 CANADA</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS N.V. BELGIUM CORPORATION</p>
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					<p>Signed: 10-APR-2013 Brief: CHANGE OF NAME Recorded: 07-MAR-2014 Reel/Frame: 5232/0687 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, ONC M4W 3J5</p> <p>Assignee: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION HOVENIERSSTRAAT 30, BOX 263-268 ANTWERP, 2018 BE (BELGIUM)</p>
US-9	<p>THE DEFINING SYMBOL OF CANADIAN DIAMONDS</p> <p>THE DEFINING SYMBOL OF CANADIAN DIAMONDS</p>	<p>App 21-NOV-2003 App 78331599 Reg 20-NOV-2007 Reg 3339229 Cancelled Cancellation Section: 8 Section 44(D)</p>	<p>INT. CL. 14 PRECIOUS AND SEMI- PRECIOUS GEMS AND GEMSTONES INT. CL. 35 WHOLESALE DISTRIBUTORSHIPS FEATURING DIAMONDS, PRECIOUS AND SEMI- PRECIOUS GEMS AND GEMSTONES</p>	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 01-DEC-2008 Reel/Frame: 3896/0068 Correspondent: EUGENE M. PAK, ESQ. C/O DLA PIPER LLP 153 TOWNSEND STREET, SUITE 800 SAN FRANCISCO, CA 94107</p> <p>Assignee: BHP BILLITON DIAMONDS N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE RECEIVING PARTY</p>

					<p>NAME FROM "BHP BILLITON DIAMONDS N.V." TO "BHP BILLITON DIAMONDS (BELGIUM) N.V." PREVIOUSLY RECORDED ON REEL 003896 FRAME 0068. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT OF ENTIRE INTEREST AND</p> <p>Recorded: 21-FEB-2013 Reel/Frame: 4968/0282 Correspondent: DLA PIPER LLP (US) C/O HEATHER DUNN 555 MISSION STREET SUITE 2400 SAN FRANCISCO, CA 94105</p> <p>Assignee: BHP BILLITON DIAMONDS (BELGIUM) N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION Signed: 15-JUL-2013 Brief: ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS Recorded: 07-MAR-2014 Reel/Frame: 5232/0681 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, M4W 3J5 CANADA</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>
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					<p>Assignor: BHP BILLITON DIAMONDS N.V. BELGIUM CORPORATION Signed: 10-APR-2013 Brief: CHANGE OF NAME Recorded: 07-MAR-2014 Reel/Frame: 5232/0687 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, ONC M4W 3J5</p> <p>Assignee: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION HOVENIERSSTRAAT 30, BOX 263-268 ANTWERP, 2018 BE (BELGIUM)</p>
US-10	<p><i>Design Only</i></p> 	<p>App 21-NOV-2003 App 78331632 Reg 26-AUG-2008 Reg 3492580 Registered Section 44(D)</p>	<p>INT. CL. 14 DIAMONDS; PRECIOUS AND SEMI-PRECIOUS GEMS AND GEMSTONES INT. CL. 35 WHOLESALE AND RETAIL DISTRIBUTORSHIPS FEATURING DIAMONDS, PRECIOUS AND SEMI- PRECIOUS GEMS AND GEMSTONES; PROVIDING WEBSITE FEATURING CONSUMER INFORMATION ON DIAMONDS, PRECIOUS AND SEMI-PRECIOUS GEMS AND GEMSTONES</p>	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 01-DEC-2008 Reel/Frame: 3896/0068 Correspondent: EUGENE M. PAK, ESQ. C/O DLA PIPER LLP 153 TOWNSEND STREET, SUITE 800 SAN FRANCISCO, CA 94107</p> <p>Assignee: BHP BILLITON DIAMONDS N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION</p>

					<p>Signed: 25-JUN-2007 Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE RECEIVING PARTY NAME FROM "BHP BILLITON DIAMONDS N.V." TO "BHP BILLITON DIAMONDS (BELGIUM) N.V." PREVIOUSLY RECORDED ON REEL 003896 FRAME 0068. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT OF ENTIRE INTEREST AND</p> <p>Recorded: 21-FEB-2013 Reel/Frame: 4968/0282 Correspondent: DLA PIPER LLP (US) C/O HEATHER DUNN 555 MISSION STREET SUITE 2400 SAN FRANCISCO, CA 94105</p> <p>Assignee: BHP BILLITON DIAMONDS (BELGIUM) N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION Signed: 15-JUL-2013 Brief: ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS Recorded: 07-MAR-2014 Reel/Frame: 5232/0681 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, M4W 3J5 CANADA</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION</p>
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					<p>P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS N.V. BELGIUM CORPORATION Signed: 10-APR-2013 Brief: CHANGE OF NAME Recorded: 07-MAR-2014 Reel/Frame: 5232/0687 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, ONC M4W 3J5</p> <p>Assignee: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION HOVENIERSSTRAAT 30, BOX 263-268 ANTWERP, 2018 BE (BELGIUM)</p>
US-11	<p>CANADAMARK Cross References: CANADA MARK</p>	<p>App 29-OCT-2002 App 76464985 Reg 06-NOV-2007 Reg 3328185 Registered</p>	<p>INT. CL. 14 PRECIOUS GEMSTONES; JEWELRY INT. CL. 38 PROVIDING MULTIPLE-USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK FOR THE TRANSFER AND DISSEMINATION OF A WIDE-RANGE OF INFORMATION INT. CL. 40 LASER SCRIBING OF PRECIOUS GEMSTONES</p>	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: BHP BILLITON INNOVATION PTY LTD. AUSTRALIA CORPORATION Signed: 31-MAY-2003 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 14-DEC-2004 Reel/Frame: 2992/0668 Correspondent: ROTHWELL, FIGG, ERNST & MANBECK ROBERT B. MURRAY 1425 K ST., N.W. SUITE 800 WASHINGTON, D.C. 20005</p> <p>Assignee: POINT LAKE MARKETING INC. BRITISH COLUMBIA CORPORATION SUITE 2300 1111 WEST GEORGIA STREET</p>

					<p>VANCOUVER, BRITISH COLUMBIA, V6E 4M3 CA (CANADA)</p> <p>Assignor: BHP BILLITON INNOVATION PTY LTD AUSTRALIA COMPANY Signed: 31-MAY-2003 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 17-DEC-2004 Reel/Frame: 2994/0839 Correspondent: STITES & HARBISON, PLLC BREWSTER TAYLOR 1199 NORTH FAIRFAX STREET SUITE 900 ALEXANDRIA, VA 22314</p> <p>Assignee: POINT LAKE MARKETING INC. CANADA CORPORATION 2300 1111 WEST GEORGIA STREET VANCOUVER, V6E 4M3 CA (CANADA)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 01-DEC-2008 Reel/Frame: 3896/0068 Correspondent: EUGENE M. PAK, ESQ. C/O DLA PIPER LLP 153 TOWNSEND STREET, SUITE 800 SAN FRANCISCO, CA 94107</p> <p>Assignee: BHP BILLITON DIAMONDS N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268</p>
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				<p>ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: POINT LAKE MARKETING, INC. CANADA CORPORATION Signed: 25-JUN-2007 Brief: CORRECTIVE ASSIGNMENT TO CORRECT THE RECEIVING PARTY NAME FROM "BHP BILLITON DIAMONDS N.V." TO "BHP BILLITON DIAMONDS (BELGIUM) N.V." PREVIOUSLY RECORDED ON REEL 003896 FRAME 0068. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT OF ENTIRE INTEREST AND Recorded: 21-FEB-2013 Reel/Frame: 4968/0282 Correspondent: DLA PIPER LLP (US) C/O HEATHER DUNN 555 MISSION STREET SUITE 2400 SAN FRANCISCO, CA 94105</p> <p>Assignee: BHP BILLITON DIAMONDS (BELGIUM) N.V. BELGIUM N.V. HOVENIERSSTRAAT 30, BUS 263-268 ANTWERPEN, 2018 BE (BELGIUM)</p> <p>Assignor: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION Signed: 15-JUL-2013 Brief: ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS Recorded: 07-MAR-2014 Reel/Frame: 5232/0681 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800</p>
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					<p>TORONTO, M4W 3J5 CANADA</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, M5W 4T9 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS N.V. BELGIUM CORPORATION Signed: 10-APR-2013 Brief: CHANGE OF NAME Recorded: 07-MAR-2014 Reel/Frame: 5232/0687 Correspondent: PAUL HERBERT 2 BLOOR STREET EAST SUITE 1800 TORONTO, ONC M4W 3J5</p> <p>Assignee: DOMINION DIAMOND MARKETING N.V. BELGIUM CORPORATION HOVENIERSSTRAAT 30, BOX 263-268 ANTWERP, 2018 BE (BELGIUM)</p>
US-12	EKATI	<p>App 05-FEB-1999 App 75635156 Reg 11-DEC-2001 Reg 2517996 Renewed (Registered)</p>	INT. CL. 14 PRECIOUS GEMSTONES AND JEWELRY	<p>DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, ONATRIO, M5W 4T9 CA (CANADA)</p>	<p>Assignor: BHP DIAMONDS, INC. CANADA CORPORATION Signed: 10-OCT-2011 Brief: CHANGE OF NAME Recorded: 06-MAR-2013 Reel/Frame: 4976/0093 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee: BHP BILLITON DIAMONDS INC. CANADA CORPORATION 925 WEST GEORGIA STREET</p>

					<p>2000 CATHEDRAL PLACE VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS INC CANADA CORPORATION Signed: 01-JUL-2007 Brief: AMALGAMATION OF BHP BILLITON DIAMONDS INC. WITH POINT LAKE MARKETING INC AND BHP PETROLEUM (TOLO) INC. TO FORM BHP BILLITON DIAMONDS INC. Recorded: 13-MAR-2013 Reel/Frame: 4981/0204 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee: BHP BILLITON DIAMONDS INC CANADA CORPORATION 2000 CATHEDRAL PLACE, 925 WEST GEORGIA STREET VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS INC CANADA CORPORATION Signed: 01-JUL-2008 Brief: AMALGAMATION OF BHP BILLITON DIAMONDS INC. WITH BHP BILLITON (TRINIDAD-EAST COAST) LTD TO FORM BHP BILLITON DIAMONDS INC Recorded: 14-MAR-2013 Reel/Frame: 4982/0275 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p>
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					<p>Assignee: BHP BILLITON DIAMONDS INC CANADA CORPORATION 925 WEST GEORGIA STREET 2000 CATHEDRAL PLACE VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON DIAMONDS INC CANADA CORPORATION Signed: 01-JAN-2010 Brief: CHANGE OF NAME Recorded: 18-MAR-2013 Reel/Frame: 4984/0541 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee: BHP BILLITON CANADA INC CANADA CORPORATION 925 WEST GEORGIA STREET 2000 CATHEDRAL PLACE VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON CANADA INC CANADA CORPORATION Signed: 01-JUL-2010 Brief: AMALGAMATION OF BHP BILLITON CANADA INC WITH ATHABASCA POTASH INC TO FORM BHP BILLITON CANADA INC Recorded: 19-MAR-2013 Reel/Frame: 4985/0076 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee:</p>
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					<p>BHP BILLITON CANADA INC CANADA CORPORATION 925 WEST GEORGIA STREET 2000 CATHEDRAL PLACE VANCOUVER, BRITISH COLUMBIA V6C 3L2 CA (CANADA)</p> <p>Assignor: BHP BILLITON CANADA INC CANADA CORPORATION Signed: 01-JUL-2012 Brief: AMALGAMATION OF BHP BILLITON CANADA INC WITH BHP BILLITON (TRINIDAD 3B) INC TO FORM BHP BILLITON CANADA INC Recorded: 20-MAR-2013 Reel/Frame: 4985/0927 Correspondent: STACEY R. HALPERN 2040 MAIN STREET, FOURTEENTH FLOOR IRVINE, CA 92614</p> <p>Assignee: BHP BILLITON CANADA INC CANADA CORPORATION 2900 - 550 BURRARD STREET VANCOUVER, BC V6C 0A3 CA (CANADA)</p> <p>Assignor: BHP BILLITON CANADA INC CANADA CORPORATION Signed: 10-APR-2013 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 08-NOV-2013 Reel/Frame: 5159/0041 Correspondent: PAUL HERBERT C/O RICHES, MCKENZIE & HERBERT LLP SUITE 1800 2 BLOOR STREET EAST TORONTO, ONTARIO M4W 3J5</p> <p>Assignee: DOMINION DIAMOND EKATI</p>
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					<p>CORPORATION CANADA CORPORATION 1102 4920 52 STREET YELLOWKNIFE, NT, X1A 3T1 CA (CANADA)</p> <p>Assignor: DOMINION DIAMOND EKATI CORPORATION CANADA CORPORATION Signed: 15-JUL-2013 Brief: ASSIGNS THE ENTIRE INTEREST Recorded: 08-NOV-2013 Reel/Frame: 5159/0047</p> <p>Correspondent: PAUL HERBERT C/O RICHES, MCKENZIE & HERBERT LLP SUITE 1800 2 BLOOR STREET EAST TORONTO, ONTARIO M4W 3J5</p> <p>Assignee: DOMINION DIAMOND CORPORATION CANADA CORPORATION P.O. BOX 4569, STATION A TORONTO, ONTARIO, M5W 4T9 CA (CANADA)</p>
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EXHIBIT A
FORM OF SUPPLEMENT
TO
SECOND LIEN CANADIAN PLEDGE AND SECURITY AGREEMENT

TO: Name: Wilmington Trust, National Association, as notes collateral agent (in such capacity and together with any successor in such capacity, the “Agent”)
Address: 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402
Attention: Dominion Diamond Administrator
Fax: (612) 217-5651

RECITALS:

A. Reference is made to the Second Lien Canadian Pledge and Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time the “**Security Agreement**”) dated as of November 1, 2017 entered into by Northwest Acquisitions ULC and certain of its affiliates (including those which thereafter sign a Supplement), in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties).

B. Capitalized terms used but not otherwise defined in this Supplement have the respective meanings given to such terms in the Security Agreement, including the definitions of terms incorporated in the Security Agreement by reference to other agreements.

C. Section 40 of the Security Agreement provides that additional Persons may from time to time after the date of the Security Agreement become Debtors under the Security Agreement by executing and delivering to the Agent a supplemental agreement to the Security Agreement in the form of this Supplement.

D. The undersigned (the “**New Debtor**”) has agreed to become a Debtor under the Security Agreement by executing and delivering this Supplement to the Agent.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the New Debtor, the New Debtor agrees with and in favour of the Agent (for its own benefit and for the benefit of the Secured Parties) as follows:

1. The New Debtor has received a copy of, and has reviewed, the Security Agreement and is executing and delivering this Supplement to the Agent pursuant to Section 40 of the Security Agreement.

2. Effective from and after the date this Supplement is executed and delivered to the Agent by the New Debtor:

- (a) the New Debtor shall be, and shall be deemed for all purposes to be, a Debtor under the Security Agreement with the same force and effect, and subject to the same agreements, representations, indemnities, liabilities, obligations and

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Security Interests, as if the New Debtor had been, as of the date of this Supplement, an original signatory to the Security Agreement as a Debtor; and

- (b) all Collateral of the New Debtor shall be subject to the Security Interests granted by the New Debtor as security for the due payment and performance of the Secured Liabilities of the New Debtor in accordance with the provisions of the Security Agreement.

In furtherance of the foregoing, the New Debtor, as general and continuing collateral security for the due payment and performance of its Secured Liabilities, pledges, mortgages, charges and assigns (by way of security) to the Agent (for its own benefit and for the benefit of the other Secured Parties), and grants to the Agent (for its own benefit and for the benefit of the other Secured Parties) a security interest in, all right, title and interest in and to the Collateral of the New Debtor. The terms and provisions of the Security Agreement are incorporated by reference in this Supplement.

3. The New Debtor represents and warrants to the Agent (for its own benefit and for the benefit of the other Secured Parties) that each of the representations and warranties made or deemed to have been made by it under the Security Agreement as a Debtor are true and correct on the date of this Supplement.

4. All of the information set out in Schedule A to this Supplement with respect to the New Debtor is accurate and complete as of the date of this Supplement.

5. Upon this Supplement bearing the signature of any Person claiming to have authority to bind the New Debtor coming into the possession of the Agent, this Supplement and the Security Agreement shall be deemed to be finally and irrevocably executed and delivered by, and be effective and binding on, and enforceable against, the New Debtor free from any promise or condition affecting or limiting the liabilities of the New Debtor. No statement, representation, agreement or promise by any officer, employee or agent of the Agent or any Secured Party, unless expressly set forth in this Supplement, forms any part of this Supplement or has induced the New Debtor to enter into this Supplement and the Security Agreement or in any way affects any of the agreements, obligations or liabilities of the New Debtor under this Supplement and the Security Agreement.

6. The New Debtor hereby agrees to file, from time to time, in any relevant jurisdiction any financing statements (including fixture filings), and financing change statements that contain the information required by the PPSA or the UCC of each applicable jurisdiction for the filing of any financing statement or financing change statement relating to the Collateral, including the filing of a financing statement describing the Collateral as "all assets now owned or hereafter acquired by the Debtor or in which Debtor otherwise has rights" or using words of similar meaning.

7. Delivery of an executed signature page to this Supplement by the New Debtor by facsimile or other electronic transmission shall be as effective as delivery by the New Debtor of a manually executed copy of this Supplement by the New Debtor.

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8. This Supplement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

9. This Supplement and the Security Agreement shall be binding upon the New Debtor and its successors. The New Debtor shall not assign its rights and obligations under this Supplement or the Security Agreement, or any of its rights or obligations in this Supplement or the Security Agreement.

Dated: [MONTH] [DAY], [YEAR]

[NEW DEBTOR], as a Debtor

By: _____

Name:

Title:

SCHEDULE A
DEBTOR INFORMATION

Full legal name:

Prior names:

Predecessor companies:

Jurisdiction of incorporation or organization:

Address of chief executive office:

Provinces where business is carried on or tangible Personal Property is kept:

Addresses of all owned real property:

Addresses of all leased real property:

Subsidiaries of the New Debtor:

Instruments, Documents of Title and Chattel Paper of the New Debtor:

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Pledged Certificated Securities:

Pledged Issuer	Securities Owned	% of issued and outstanding Securities of Pledged Issuer	Security Certificate Numbers	Security Certificate Location
[SUBCO]	[100 common shares]	[100%]	[C-1]	[Toronto]

Pledged Securities Accounts:

Pledged Securities Intermediary	Securities Account Number	Pledged Securities Intermediary's Jurisdiction	Pledged Security Entitlements
[BROKERAGE HOUSE]	[NUMBER]	[Ontario]	[100 common shares of [COMPANY]]

Pledged Uncertificated Securities:

Pledged Issuer	Pledged Issuer's Jurisdiction	Securities Owned	% of issued and outstanding Securities of Pledged Issuer
[LIMITED PARTNERSHIP]	[Ontario]	[100 limited partnership units]	[50% of all limited partnership interests]

Pledged Futures Accounts:

Pledged Futures Intermediary	Futures Account Number	Pledged Futures Intermediary's Jurisdiction	Pledged Futures Contracts
[BROKERAGE HOUSE]	[NUMBER]	[Ontario]	[Brief description of Contract]

Registered trade-marks and applications for trademark registrations:

<i>Country</i>	<i>Trade-mark</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Licensed to or by Debtor¹</i>
						[Y/N]

Patents and patent applications:

<i>Country</i>	<i>Title</i>	<i>Patent No.</i>	<i>Application Date</i>	<i>Date of Grant</i>	<i>Licensed to or by Debtor</i>
					[Y/N]

Copyright registrations and applications for copyright registrations:

<i>Country</i>	<i>Work</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Licensed to or by Debtor</i>
					[Y/N]

Industrial designs/registered designs and applications for registered designs:

<i>Country</i>	<i>Design</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Issue Date</i>	<i>Licensed to or by Debtor</i>
						[Y/N]

¹ If the answer to this or any corresponding column is "yes", describe the particulars of each such licence.

EXHIBIT B**[Form of] Pari Secured Indebtedness Secured Party Consent**

[Name of Representative]
 [Address of Representative]

[Date]

Wilmington Trust, National Association, solely in its capacity as Notes Collateral Agent, as Agent
 50 South Sixth Street, Suite 1290
 Minneapolis, Minnesota 55402
 Attention: Dominion Diamond Administrator

The undersigned is the representative for persons wishing to become Secured Parties (the "New Secured Parties") under the Second Lien Canadian Pledge and Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Northwest Acquisitions ULC (the "Escrow Issuer") and the other Debtors from time to time party thereto in favor of Wilmington Trust, National Association, as notes collateral agent (together with its successors and assigns in such capacity, the "Agent") for the Secured Parties (as defined therein). Capitalized terms used but not otherwise defined in this Pari Secured Indebtedness Secured Party Consent have the meanings set forth in the Security Agreement (or, if not set forth therein, as set forth in the Indenture referred to therein).

In consideration of the foregoing, the undersigned hereby:

- (i) represents that it has been duly authorized by the New Secured Parties to become a party to the Security Agreement [and the Intercreditor Agreement] on behalf of the New Secured Parties under that certain [DESCRIBE OPERATIVE AGREEMENT] (the "New Agreement") and the obligations under the New Agreement, the "New Secured Obligations") and to act as the representative for the New Secured Parties;
- (ii) acknowledges that it has received a copy of the Security Agreement, the U.S. Security Agreement, the Intercreditor Agreement and each Additional Intercreditor Agreement;
- (iii) appoints and authorizes the Agent to take such action as agent on its behalf and on behalf of all other Secured Parties and to exercise such powers under the Security Agreement, each other Security Document applicable to such New Secured Parties, the Intercreditor Agreement and each Additional Intercreditor Agreement as are delegated to the Agent by the terms thereof, together with all such powers as are reasonably incidental thereto; and
- (iv) accepts and acknowledges the terms of the Security Agreement, each other Security Document applicable to such New Secured Parties and each intercreditor agreement applicable to it and the New Secured Parties and agrees to serve as representative for the New Secured Parties with respect to the New Secured Obligations and agrees on its own behalf and on behalf of the

New Secured Parties to be bound by the terms thereof applicable to holders of Pari Secured Indebtedness Secured Liabilities, with all the rights and obligations of a Secured Party thereunder and bound by all the provisions thereof as fully as if it had been a Secured Party on the date of the Security Agreement and each of the applicable intercreditor agreements and agrees that its address for receiving notices pursuant to the Security Documents shall be as follows:

[Address].

The Agent, by acknowledging and agreeing to this Pari Secured Indebtedness Secured Party Consent, accepts the appointment in clause (iii) above.

THIS PARI SECURED INDEBTEDNESS SECURED PARTY CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THAT PROVINCE.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Pari Secured Indebtedness Secured Party Consent to be duly executed by its authorized officer as of the date first set forth above.

[NAME OF REPRESENTATIVE]

By: _____

Name:

Title:

Acknowledged and Agreed:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, solely in its capacity as Notes
Collateral Agent, as Agent

By: _____

Name:

Title:

Acknowledged and Agreed:

[ESCROW ISSUER],
for itself and on behalf of the other Debtors

By: _____

Name:

Title: