

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE

Oct-30-2019 11:36:16.001

CA7839208

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 9 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Mandev Kaur
Mann H1ULEK
Digitally signed by Mandev Kaur Mann H1ULEK
Date: 2019.10.30 10:44:27 -07'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
GREG UMBACH, BLAKE, CASSELS & GRAYDON LLP, BARRISTERS & SOLICITORS
595 BURRARD STREET, P.O. BOX 49314 (604) 631-3378 LTO Client No: 11163
SUITE 2600, THREE BENTALL CENTRE c/m: 180245/6
VANCOUVER BC V7X 1L3 Doc ID No: 51157486
Document Fees: \$74.16 Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
027-314-685 PARCEL A, DISTRICT LOTS 512 & 8048, GROUP 1, NEW WESTMINSTER
DISTRICT PLAN BCP 33662
STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) Filed Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
GLOBAL CHARITY FUND (INC. NO. 356901-2)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
DOMINION DIAMOND MINES ULC
900-606 4 STREET SW Incorporation No
CALGARY ALBERTA BC1192090
T2P 1T1 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

MAX WOLINSKY
Barrister & Solicitor
Murphy & Company LLP
203-815 Hornby Street
Vancouver, BC V6Z 2E6

Execution Date		
Y	M	D
19	10	28

Transferor(s) Signature(s)
GLOBAL CHARITY FUND by its
authorized signatory(ies):

Name: Leslie Brandlmayr

Name:

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Malinda A. Kellett

Y	M	D
19	10	28

DOMINION DIAMOND MINES ULC by
its authorized signatory(ies):

Notary Public

Name: K.D. Kaye
Chief Financial Officer

Dominion Diamond Mines ULC
900-606 4 Street SW,
Calgary, AB
T2P 1T1

Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

FORM_E_V24

**LAND TITLE ACT
FORM E**

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Modification	BB1065074	Modification of Mortgage BB1065074, as amended by name change CA3059760, transferred to CA3066632, and amended by name change CA7509450.

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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PART 2 - MORTGAGE MODIFICATION AGREEMENT

This Agreement is made as of October 28 2019

AMONG

Global Charity Fund, a not-for-profit society with a registered address at W. Georgia Street, Vancouver, British Columbia,

(the "**Mortgagor**")

AND

Dominion Diamond Mines ULC, an unlimited liability corporation with an office at 900-606 4 Street SW, Calgary, Alberta, T2P 1T1

(the "**Mortgagee**")

WHEREAS:

- A. The Mortgagor is the registered holder of those lands with a legal description of Parcel A, District Lots 512 & 8048, Group 1, New Westminster District Plan BCP 33662, Parcel Identifier 027-314-685 (the "**Property**");
- B. The Mortgagee is the holder of a mortgage (the "**Original Mortgage**") registered charge number BB1065074 against those lands with a legal description of Parcel A, District Lots 512 & 8048, Group 1, New Westminster District Plan BCP 33662, Parcel Identifier 027-314-685;
- C. The Original Mortgage was made by the Mortgagor's predecessor to provide security for Dr. Stewart Blusson's obligations under a reclamation liability agreement dated for reference April 9, 2009 between BHP Billiton Diamonds Inc. (predecessor to the Mortgagee), Dr. Stewart Blusson and Stewart & Marilyn Blusson Foundation (predecessor to the Mortgagor) (the "**Blusson RLA**");
- D. The Blusson RLA has been amended and restated as of October 28, 2019 among the Mortgagee, 1012986 B.C. Ltd. (successor in interest to Stewart Blusson) and the Mortgagor (such amended and restated reclamation liability agreement called, the "**Amended RLA**") to clarify the obligations of the Mortgagor; and
- E. The Parties have mutually agreed to modify the terms of the Original Mortgage in the manner hereinafter appearing to more fully serve the obligations of the Mortgagor under the Amended RLA (together with the Original Mortgage, the "**Modified Mortgage**");

NOW THEREFORE, IN CONSIDERATION of the premises, mutual covenants and agreements contained herein, and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged) the parties agree as follows:

Part 1 INTERPRETATION

1.1 **Definitions.** In this Agreement, unless the context otherwise requires:

- (a) "**Modified Mortgage**" has the meaning ascribed to it under recital E.
- (b) "**Original Mortgage**" has the meaning ascribed to it under recital B.
- (c) "**Party**" and "**Parties**" means a party and the parties to this Agreement respectively.

- (d) **“Person”** includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof.
 - (e) **“Property”** has the meaning ascribed to it under recital A.
- 1.2 **Time of Essence.** Time is of the essence of this Agreement.
- 1.3 **Number and Gender.** This Agreement is to be read with all changes in gender or number as required by the context.
- 1.4 **Headings.** The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.
- 1.5 **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in the lawful currency of Canada.
- 1.6 **Governing Law.** This Agreement, any amendment, addendum or supplement hereto, and all other documents relating hereto will be governed by and construed in accordance with the laws of British Columbia. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of British Columbia with respect to any dispute related to or arising from this Agreement.
- 1.7 **Statutes.** Unless otherwise stated, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant to it, with all amendments thereto and in force from time to time, and to any statute or regulations that may be passed which supplement or supersede such statute or such regulations.
- 1.8 **No Contra Proferentem.** The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against any of the parties to this Agreement.

Part 2 AMENDMENT OF MORTGAGE

- 2.1 **Amendments.** The terms and provision of the Original Mortgage are hereby amended and modified as follows:
- (a) The principal amount of the Original Mortgage is hereby amended to be \$40,000,000 (forty million dollars).
 - (b) The following definitions are added to the Original Mortgage:
 - “Actual 101 Reclamation Liability” has the meaning given to it in the Amended RLA.
 - “Amended RLA” means the Amended and Restated Reclamation Liability Agreement dated for reference October 28, 2019 between the Mortgagee, the Mortgagor and 1012986 B.C. Ltd.
 - (c) The definition of “mortgage money” in section 1 of the prescribed standard mortgage terms is deleted and replaced with the following:
 - “mortgage money” means the Actual 101 Reclamation Liability, provided if such amount is greater than \$40,000,000, then the Actual 101 Reclamation Liability, for the purpose of this Modified Mortgage, will be deemed to be equal to the principal amount shown in this Modified

Mortgage, plus interest and any other money owed by the Mortgagor under this Modified Mortgage, the payment of which is secured by this Modified Mortgage.

- (d) Section 2(1) of the prescribed standard mortgage terms is deleted and replaced with the following:

The borrower grants and mortgages the land to the lender as security for 1012986 B.C. Ltd.'s payment of the Actual 101 Reclamation Liability amount in accordance with the terms of the Core Zone Joint Venture Agreement and the Amended RLA and as security for the borrower's performance of all the borrower's promises and agreements.

- (e) Section 3(1) of the prescribed standard mortgage terms is deleted and replaced with the following:

Interest is chargeable only on the portion of the principal amount that is equal to the Actual 101 Reclamation Liability amount for which a written demand for payment has been made by the lender in accordance with the terms of the Core Zone Joint Venture Agreement and the Amended RLA.

Part 3 REPRESENTATIONS AND WARRANTIES

3.1 **By All Parties.** Each of the Parties hereby represents and warrants to the other Parties that:

- (a) it has full power and capacity to enter into and perform its obligations under this Agreement;
- (b) all necessary authorizations for the execution, delivery and performance by it of this Agreement in accordance with its terms have been obtained; and
- (c) the execution, delivery and performance of this Agreement complies with its constitution and does not constitute a breach of any law or obligation, or cause a default under any agreement by which it is bound.

Part 4 GENERAL

4.1 **Entire Agreement.** This Agreement contains the whole agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the Parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.

4.2 **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

4.3 **Further Assurances.** Each Party will execute and deliver to the other any additional instruments and will take any additional steps that may be reasonably required to give full effect to this Agreement.

4.4 **No Assignment.** This Agreement, which includes any interest granted or right arising under this Agreement, may not be assigned or transferred without the prior written consent of the other Party.

4.5 **Amendment & Waiver.** No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all the Parties. No waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.

- 4.6 **Enurement.** This Agreement binds and enures to the benefit of the Parties and their respective successors and permitted assigns.
- 4.7 **Notice.** All notices or communications required in this Agreement shall be given in writing and must be delivered to the address(es) set forth above (or at such other address as the other Party may direct in writing): (a) in person, (b) by facsimile, (c) by registered mail, or (d) by a commercial courier that provides a signature of receipt. Any such communication shall be effective only upon delivery, which for any communication given by facsimile shall mean the transmission date as confirmed by the facsimile transmission report. A signed receipt for the communication shall constitute proof of delivery, but if the sender can prove that delivery was made as provided for above, then it will constitute delivery despite the absence of a signed receipt. If a communication is rejected or undeliverable through no fault of the sender, notice will be deemed served one business day after the date of attempted service.

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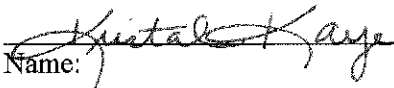
4.8 Execution by Counterparts. This Agreement may be executed in counterparts with original, telefacsimile or electronic signatures, with each counterpart when delivered to be deemed an original and all of which when taken together to constitute one and the same instrument.

The Parties have executed this Agreement on the date first written above.

GLOBAL CHARITY FUND

Per: _____
Name:
Title:

DOMINION DIAMOND MINES ULC

Per:  _____
Name:
Title: K. D. Kaye
Chief Financial Officer

