

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holderTo Company Name/Scheme **Burgundy Diamond Mines Limited**ACN/ARSN **160 017 390****1. Details of substantial holder (1)**Name **Burgundy Diamond Mines Limited (BDM)**ACN/ARSN (if applicable) **160 017 390**The holder became a substantial holder on **1/07/2023****2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully Paid Ordinary Shares (ORD)	278,829,226	278,829,226	19.69%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
BDM	Deemed relevant interest held under section 608(8) of the Corporations Act arising from voluntary escrow deeds, over shares held by the registered holders referred to in paragraph 4 below, in favour of BDM in the form attached in the Annexure.	278,829,226 ORD

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
BDM and Arctic Canadian Diamond Holding, LLC	Arctic Canadian Diamond Holding, LLC	Arctic Canadian Diamond Holding, LLC	129,230,769 ORD
BDM and each Lending Party pursuant to the escrow deed attached in the Annexure	Each Lending Party pursuant to the escrow deed attached in the Annexure	Each Lending Party pursuant to the escrow deed attached in the Annexure	149,598,457 ORD

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
N/A				

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

7. Addresses

The addresses of persons named in this form are as follows:

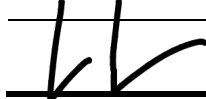
Name	Address
BDM	Level 25, 108 St George's Terrace, Perth WA 6000

Signature

print name **Brad Baylis**

capacity **Company Secretary**

sign here



date **4/07/2023**

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".

- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
-

Burgundy Diamond Mines Limited (ACN 160 017 390)

Annexure

This Annexure of 78 pages referred to in Form 603 – Notice of initial substantial holder

Signed:

A handwritten signature in black ink, consisting of two stylized, overlapping 'L' shapes.

Name: Brad Baylis

Date: 4 July 2023

Burgundy Diamond Mines Limited
and
Arctic Canadian Diamond Holding, LLC

Escrow Deed

Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000 Australia
T +61 2 9230 4000
F +61 2 9230 5333
www.allens.com.au

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This Deed is made on 30 June 2023

Parties

- 1 **Burgundy Diamond Mines Limited** (ACN 160 017 390) of Level 25, 108 St George's Terrace, Perth WA 6000 (the **Company**).
- 2 **Arctic Canadian Diamond Holding, LLC** 1075 Main Street, Suite 320, Waltham, MA 02451, United States of America (the **Shareholder**).

Recitals

- A The Shareholder will hold the Escrow Shares on and from the Closing Date.
- B The Shareholder undertakes to the Company to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1 Interpretation

1.1 Definitions

The following definitions apply in this Deed.

Affiliate means any subsidiary undertaking or parent undertaking of the Shareholder, and any subsidiary undertaking of any such parent undertaking, or any Affiliated Fund, in each from time to time.

Affiliated Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Shareholder or that receives investment advice from the investment adviser to the Shareholder or any of their Affiliates or an investment adviser Affiliated with such investment adviser.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange operated by ASX, as the context requires.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Sydney, Australia.

Closing has the meaning given in the Share Purchase Agreement.

Closing Date has the meaning set out in the Share Purchase Agreement.

Corporations Act means the *Corporations Act 2001* (Cth).

dealing, deal or dealt means, in respect of any Escrow Share, to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, any or all of the Escrow Shares;
- (b) create, or agree or offer to create, or permit to be created, any Security Interest over any or all of the Escrow Shares; or
- (c) do, or omit to do, any act if the act or omission may have the effect of transferring effective ownership or control of, or economic interest in, any or all of the Escrow Shares,

but, for the avoidance of doubt, does not include or restrict the exercise of any voting rights attaching to the Escrow Shares.

Dispose has the meaning given to that term in the Listing Rules.

Escrow Period means the period from the Closing Date to the date that is 12 months after the Closing Date.

Escrow Shares means the Subscription Shares.

Holding Lock has the meaning given to that term in the ASX Settlement Operating Rules.

Listing Rules means the official listing rules of ASX (including the ASX Settlement Operating Rules).

Person means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSA Security Interest means a “security interest” within the meaning of the PPSA.

Securities has the meaning given in the ASX Listing Rules.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities; or
- (b) created or otherwise arising in or over any interest in any securities under a mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

- (a) any agreement to grant or create any of the above; and
- (b) a PPSA Security Interest.

Shares means fully paid ordinary shares in the capital of the Company.

Share Purchase Agreement means the share purchase agreement between the Company and the Shareholder dated 13 March 2023, as amended pursuant to that certain Amendment No. 1 to the Share Purchase Agreement between, among others, the Company and the Shareholder dated 17 April 2023.

Subscription Shares means the ordinary shares in the Company to be issued to the Shareholder pursuant to the Share Purchase Agreement.

Takeover Bid has the meaning given to that term in the Corporations Act.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after **includes, including, for example** or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

- (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (v) A reference to a clause is a reference to a clause of this Deed.
- (vi) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document.
- (vii) A reference to **writing** includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (viii) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (x) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (xi) A reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a **document** includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.

2 Condition

The undertakings of the Shareholder pursuant to this Deed are conditional upon the issue of the Subscription Shares to the Shareholder pursuant to the Share Purchase Agreement.

3 Escrow Restrictions

3.1 Shareholder restrictions

- (a) Subject to clause 3.2 and Section 4, the Shareholder must not deal in any of their Escrow Shares during the Escrow Period.
- (b) The Shareholder agrees that the Escrow Shares will be:
 - (i) kept on an electronic CHESS sub register; or
 - (ii) held on the Company's issuer sponsored sub register (as that term is defined in the Listing Rules),

and agrees to the application of a Holding Lock to the Escrow Shares during the Escrow Period.

3.2 Release

- (a) If a Takeover Bid under Chapter 6 of the Corporations Act is made to acquire all or some of the Shares, the restrictions in clause 3.1 will not apply to the extent necessary to allow the Shareholder to deal the Escrow Shares in order to accept the offers under the Takeover Bid in respect of the Escrow Shares, provided that holders of at least 50% of the Shares that are not the subject of any escrow restrictions, and to which offers under the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers. and provided that, if for any reason any or all

Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid, then the Shareholder agrees that the restrictions applying to the Escrow Shares under this Deed will continue to apply and without limiting the foregoing, the Holding Lock will be re-applied to all Escrow Shares not so transferred or cancelled.

- (b) If a Takeover Bid under Chapter 6 of the Corporations Act is made to acquire all or some of the Shares, the restrictions in clause 3.1 will not apply to the extent necessary to allow the Shareholder to tender any of the Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Shares that are not the subject of any escrow restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility.
- (c) The restrictions in clause 3.1 will not apply to the extent necessary to allow the Escrow Shares to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by ASIC of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts.
- (d) If a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of Shares becomes effective in accordance with section 411(10) of the Corporations Act, the restrictions in clause 3.1 will not apply to the extent necessary to allow the Escrow Shares to be acquired or cancelled under, and on implementation of, that scheme of arrangement.
- (e) Notwithstanding any condition to the contrary in this Deed (including the restriction in clause 3.1 which shall not apply to any of the foregoing dealings):
 - (i) the Shareholder may deal in any of their Escrow Shares to the extent the dealing is required by applicable law (including an order of a court of competent jurisdiction);
 - (ii) the Shareholder may deal in any of their Escrow Shares to the extent the dealing constitutes a disposal of, but not the creation of a Security Interest in, some or all of the Escrow Shares to an Affiliate (including, for the avoidance of doubt, any investment fund or other entity controlled or managed by the Shareholder) of the Shareholder (a **Transferee**), where the Transferee also enters into an escrow deed with the Company as the 'Shareholder' and in respect of those Escrow Shares on substantially the same terms as this Deed for the remainder of the Escrow Period;
 - (iii) the Shareholder may deal in any of their Escrow Shares with the prior written consent of the Company (which consent shall not be unreasonably withheld) provided that any transferee of the Escrow Shares has entered into an escrow deed with the Company as "Shareholder" in respect of those Escrow Shares on substantially the same terms as this Deed for the remainder of the Escrow Period;
 - (iv) in the case of a Shareholder who is an individual, any of the Escrow Shares held by the Shareholder during the Escrow Period may be dealt with to the extent necessitated by the death of the Shareholder, by way of testate or intestate succession or by operation of law, to any members of the immediate family of the Shareholder, or to any trust for the direct or indirect benefit of the Shareholder or

the immediate family of the Shareholder, or to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which are held exclusively by the undersigned and/or the immediate family of the Shareholder in a transaction (for purposes of this Deed, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin), provided that the transferee of the Escrow Shares has entered into an escrow deed with the Company as "Shareholder" in respect of the Escrow Shares on substantially the same terms as this Deed for the remainder of the Escrow Period;

- (v) during the Escrow Period, the Shareholder may create a Security Interest in some (or all) of its Escrow Shares in favour of a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation on arm's length terms provided that:
 - (A) the Security Interest (taken together with any related arrangements, including the relevant loan or other financial accommodation) does not in any way constitute a direct or indirect disposal of the economic interest, or decrease in the economic interest, that the Shareholder has in any of its Escrow Shares;
 - (B) no Escrow Shares are to be transferred or delivered to the financial institution in connection with the Security Interest; and
 - (C) the documentation for the Security Interest makes it clear that the Escrow Shares remain in escrow and subject to the voluntary escrow arrangements set out in this Deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this Deed, as if the Financial Institution were a party to this Deed; or
- (vi) dealings with a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under each of the clauses above.

3.3 Removal of Holding Lock

The Company will do all things necessary or desirable to ensure that any Holding Lock that is imposed is released (including notifying ASX in accordance with Listing Rule 3.10A):

- (a) to the extent necessary to permit disposals of any Escrow Shares in accordance with the terms of this Deed; or
- (b) on the first Business Day following the end of the Escrow Period.

3.4 Shareholder to notify Company

If the Shareholder becomes aware that a dealing in any Escrow Shares has occurred during the Escrow Period in breach of this Deed, the Shareholder must notify the Company as soon as practicable after becoming aware of the dealing or those matters giving rise to the dealing, and provide full details available to the Shareholder in its notice.

4 Permitted dealings

Except as expressly provided for in clause 3, nothing in this Deed restricts the Shareholder from dealing with any of the Escrow Shares (including dealings with Escrow Shares as a bona fide gift or gifts) or exercising rights attaching to, or afforded to a holder of the Escrow Shares, including by:

- (a) exercising any voting rights attaching to any of the Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to any of the Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with any of the Escrow Shares.

5 Representations and Warranties

5.1 Representations and warranties

The Shareholder represents and warrants that as at the date of this Deed:

- (a) **(power)** it has power to enter into and comply with all of the terms and conditions of this Deed applicable to it;
- (b) **(authority)** all necessary corporate actions and authorisations to permit it to enter into this Deed and to observe all of its terms have been taken and obtained and have not since been rescinded or varied;
- (c) **(deed effective)** this Deed constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms;
- (d) **(Escrow Shares)** the Shareholder is, or immediately after Closing will be, the legal and beneficial holder of the Escrow Shares; and
- (e) **(no encumbrances)** the Escrow Shares will from Closing be free from all Security Interests and other third party interests or rights (other than any Security Interest permitted by clause 3.2(e)(v) or any Security Interest that forms part of this Deed).

5.2 Reliance on representations and warranties

The Shareholder acknowledges that the Company has executed this Deed in reliance on the representations and warranties that are made in this clause 5.

5.3 No representations by the Company

The Shareholder acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of the Company in entering into this Deed.

6 Breach of this Deed

6.1 Consequences of breach

If the Shareholder breaches this Deed (**Breach**), the Company may take any and all steps necessary to enforce this Deed, as soon as the Company becomes aware of the Breach.

6.2 Damages insufficient remedy

The parties agree that damages may be an insufficient remedy for breach of this Deed and the Shareholder agrees that the Company is entitled to seek an injunction or specific performance as a remedy for any actual or threatened breach of this Deed, in addition to any other remedies available to the Company at law or in equity under or independently of this Deed.

7 Termination

This Deed will automatically terminate at the end of the Escrow Period.

8 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, setting out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:

- (i) to the Company: Address: Level 25, 108 St George's Terrace, Perth WA 6000

Attention: Kim Truter

Email: info@burgundy-diamonds.com

- (ii) to the Shareholder: Address: 1075 Main Street, Suite 320, Waltham, MA 02451, United States of America

Email: DDJLegal@polencapital.com and
AD@brigadecapital.com

- (c) will be conclusively taken to be duly given or made:

- (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, three business days after the date of posting (if posted to an address in the same country) or seven business days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of email, the earlier of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made:

- (iv) in the case of delivery by hand or post, at a time that is later than 5pm;
 - (v) in the case of delivery by email, at a time that is later than 7pm; and
 - (vi) in any case, on a day that is not a business day,

in the place specified by the intended recipient as its postal address under clause 8(b), it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

9 Capacity

If the Shareholder has entered into this Deed as a trustee:

- (a) subject to clause 9(c) and notwithstanding any other provision of this Deed, the Shareholder enters into this Deed only in its capacity as trustee of the trust and in no other capacity. A liability arising under or in connection with this Deed can be enforced

against the Shareholder only to the extent that it can be satisfied out of the property of the trust for which the Shareholder is actually indemnified for the liability. The Shareholder will exercise its rights of indemnification in order to satisfy its obligations under this Deed;

- (b) subject to clause 9(c), the Company may not sue the Shareholder in any other capacity other than as trustee in respect of the trust, including seeking the appointment to the Shareholder of a receiver (except in relation to the property of the trustee), liquidator, administrator or any similar person; and
- (c) clauses 9(a) and 9(b) will not apply to any obligation or liability of the Shareholder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction to the extent, or elimination, of the Shareholder's right of indemnification out of the assets of the trust, or the right does not exist at all, as a result of the Shareholder's fraud, negligence, improper performance of duties or breach of trust or the relevant trust deed.

10 General

10.1 Governing law and jurisdiction

This Deed is governed by the laws of Western Australia. In relation to it and related non-contractual matters, each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

10.2 Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary to give full effect to the provisions of this Deed and the transactions contemplated by it.

10.3 Waiver and exercise of rights

- (a) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (b) A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Deed expressly states otherwise.

10.4 Entire agreement

This Deed contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively, **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties with respect to its subject matter.

10.5 Amendment

This Deed may be amended only by another deed executed by all the parties.

10.6 Severability

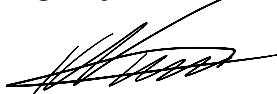
Any provision of this Deed which is unenforceable or partly unenforceable (including as a result of the Listing Rules) is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

10.7 Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed and delivered as a Deed.

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Burgundy Diamond Mines Limited:



Director Signature

Kim Truter

Print Name



Director/Secretary Signature

Brad Baylis

Print Name

Escrow Deed

Signed Sealed and Delivered by **Arctic Canadian
Diamond Holding, LLC** in the presence of:



Signature of Witness

Name of Witness

DocuSigned by:

Signature of Authorised Signatory

Robert E. Rasmus

Name of Authorised Signatory

Burgundy Diamond Mines Limited
and
each Lending Party party hereto

Escrow Deed

Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000 Australia
T +61 2 9230 4000
F +61 2 9230 5333
www.allens.com.au

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This Deed is made on 30 June 2023

Parties

- 1 **Burgundy Diamond Mines Limited** (ACN 160 017 390) of Level 25, 108 St George's Terrace, Perth WA 6000 (the **Company**).
- 2 Each Lending Party party hereto (each, a **Shareholder**).

Recitals

- A Each Shareholder will hold the Escrow Shares on and from the Closing Date.
- B Each Shareholder undertakes to the Company to be bound by the terms and conditions of this Deed.

It is agreed as follows.

1 Interpretation

1.1 Definitions

The following definitions apply in this Deed.

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Affiliated Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with any Shareholder or that receives investment advice from or is managed by the investment adviser or investment manager to such Shareholder or any of their Affiliates or an investment adviser Affiliated with such investment adviser.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange operated by ASX, as the context requires.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Sydney, Australia.

Closing has the meaning given in the Share Purchase Agreement.

Closing Date has the meaning set out in the Share Purchase Agreement.

Corporations Act means the *Corporations Act 2001* (Cth).

dealing, deal or dealt means, in respect of any Escrow Share, to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, any or all of the Escrow Shares;
- (b) create, or agree or offer to create, or permit to be created, any Security Interest over any or all of the Escrow Shares; or
- (c) do, or omit to do, any act if the act or omission may have the effect of transferring effective ownership or control of, or economic interest in, any or all of the Escrow Shares,

but, for the avoidance of doubt, does not include or restrict the exercise of any voting rights attaching to the Escrow Shares.

Dispose has the meaning given to that term in the Listing Rules.

Escrow Period means the period from the Closing Date to the date that is 12 months after the Closing Date.

Escrow Shares means the Subscription Shares.

Exchange Agreement means the exchange agreement between the Company and each Shareholder dated on or about the Closing Date.

Holding Lock has the meaning given to that term in the ASX Settlement Operating Rules.

Listing Rules means the official listing rules of ASX (including the ASX Settlement Operating Rules).

Person means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSA Security Interest means a “security interest” within the meaning of the PPSA.

Securities has the meaning given in the ASX Listing Rules.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities; or
- (b) created or otherwise arising in or over any interest in any securities under a mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

- (a) any agreement to grant or create any of the above; and
- (b) a PPSA Security Interest.

Shares means fully paid ordinary shares in the capital of the Company.

Share Purchase Agreement means the share purchase agreement between the Company and Arctic Canadian Diamond Holding, LLC dated 13 March 2023, as amended pursuant to that certain Amendment No. 1 to the Share Purchase Agreement between, among others, the Company and Arctic Canadian Diamond Holding, LLC dated 17 April 2023.

Subscription Shares means the ordinary shares in the Company to be issued to each Shareholder pursuant to the Exchange Agreement.

Takeover Bid has the meaning given to that term in the Corporations Act.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after **includes**, **including**, **for example** or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.

- (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (v) A reference to a clause is a reference to a clause of this Deed.
- (vi) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document.
- (vii) A reference to **writing** includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (viii) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (x) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (xi) A reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a **document** includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.

2 Condition

The undertakings of each Shareholder pursuant to this Deed are conditional upon the issue of the Subscription Shares to such Shareholder pursuant to the Exchange Agreement.

3 Escrow Restrictions

3.1 Shareholder restrictions

- (a) Subject to clause 3.2 and Section 4, each Shareholder must not deal in any of their Escrow Shares during the Escrow Period.
- (b) Each Shareholder agrees that the Escrow Shares will be:
 - (i) kept on an electronic CHESS sub register; or
 - (ii) held on the Company's issuer sponsored sub register (as that term is defined in the Listing Rules),

and agrees to the application of a Holding Lock to the Escrow Shares during the Escrow Period.

3.2 Release

- (a) If a Takeover Bid under Chapter 6 of the Corporations Act is made to acquire all or some of the Shares, the restrictions in clause 3.1 will not apply to the extent necessary to allow any Shareholder to deal the Escrow Shares in order to accept the offers under the Takeover Bid in respect of the Escrow Shares, provided that holders of at least 50% of the Shares that are not the subject of any escrow restrictions, and to which offers under

the Takeover Bid relate, have accepted the offers made under the Takeover Bid in accordance with the terms of such offers. and provided that, if for any reason any or all Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid, then each Shareholder agrees that the restrictions applying to the Escrow Shares under this Deed will continue to apply and without limiting the foregoing, the Holding Lock will be re-applied to all Escrow Shares not so transferred or cancelled.

- (b) If a Takeover Bid under Chapter 6 of the Corporations Act is made to acquire all or some of the Shares, the restrictions in clause 3.1 will not apply to the extent necessary to allow any Shareholder to tender any of the Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Shares that are not the subject of any escrow restrictions have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility.
- (c) The restrictions in clause 3.1 will not apply to the extent necessary to allow the Escrow Shares to be transferred or cancelled as part of an equal access share buyback (including an equivalent buyback which does not require shareholder approval as a result of a modification by ASIC of the Corporations Act), a pro-rata capital return, a pro-rata reduction of capital or other similar reorganisation, which has received all necessary approvals, including all necessary approvals by shareholders of the Company and the courts.
- (d) If a scheme of arrangement pursuant to Part 5.1 of the Corporations Act between the Company and the holders of Shares becomes effective in accordance with section 411(10) of the Corporations Act, the restrictions in clause 3.1 will not apply to the extent necessary to allow the Escrow Shares to be acquired or cancelled under, and on implementation of, that scheme of arrangement.
- (e) Notwithstanding any condition to the contrary in this Deed (including the restriction in clause 3.1 which shall not apply to any of the foregoing dealings):
 - (i) each Shareholder may deal in any of their Escrow Shares to the extent the dealing is required by applicable law or regulation (including the rules of any supervisory or regulatory authority having jurisdiction over such Shareholder and an order of a court of competent jurisdiction);
 - (ii) each Shareholder may deal in any of their Escrow Shares to the extent the dealing constitutes a disposal of, but not the creation of a Security Interest in, some or all of the Escrow Shares to an Affiliate (including, for the avoidance of doubt, any investment fund or other entity directly or indirectly controlled or managed by or directly or indirectly under common control or common management with such Shareholder and any management affiliate) of such Shareholder (a **Transferee**), where the Transferee also enters into an escrow deed with the Company as the 'Shareholder' and in respect of those Escrow Shares on substantially the same terms as this Deed for the remainder of the Escrow Period;
 - (iii) each Shareholder may deal in any of their Escrow Shares with the prior written consent of the Company (which consent shall not be unreasonably withheld) provided that any transferee of the Escrow Shares has entered into an escrow deed with the Company as "Shareholder" in respect of those Escrow Shares on substantially the same terms as this Deed for the remainder of the Escrow Period;

- (iv) in the case of any Shareholder who is an individual, any of the Escrow Shares held by such Shareholder during the Escrow Period may be dealt with to the extent necessitated by the death of such Shareholder, by way of testate or intestate succession or by operation of law, to any members of the immediate family of such Shareholder, or to any trust for the direct or indirect benefit of such Shareholder or the immediate family of such Shareholder, or to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which are held exclusively by the undersigned and/or the immediate family of such Shareholder in a transaction (for purposes of this Deed, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin), provided that the transferee of the Escrow Shares has entered into an escrow deed with the Company as "Shareholder" in respect of the Escrow Shares on substantially the same terms as this Deed for the remainder of the Escrow Period;
- (v) during the Escrow Period, each Shareholder may create a Security Interest in some (or all) of its Escrow Shares in favour of a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation on arm's length terms provided that:
 - (A) the Security Interest (taken together with any related arrangements, including the relevant loan or other financial accommodation) does not in any way constitute a direct or indirect disposal of the economic interest, or decrease in the economic interest, that such Shareholder has in any of its Escrow Shares;
 - (B) no Escrow Shares are to be transferred or delivered to the financial institution in connection with the Security Interest; and
 - (C) the documentation for the Security Interest makes it clear that the Escrow Shares remain in escrow and subject to the voluntary escrow arrangements set out in this Deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this Deed, as if the Financial Institution were a party to this Deed; or
- (vi) dealings with a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under each of the clauses above.

3.3 Removal of Holding Lock

The Company will do all things necessary or desirable to ensure that any Holding Lock that is imposed is released (including notifying ASX in accordance with Listing Rule 3.10A):

- (a) to the extent necessary to permit disposals of any Escrow Shares in accordance with the terms of this Deed; or
- (b) on the first Business Day following the end of the Escrow Period.

3.4 Shareholder to notify Company

If any Shareholder becomes aware that a dealing in any Escrow Shares has occurred during the Escrow Period in breach of this Deed, such Shareholder must notify the Company as soon as practicable after becoming aware of the dealing or those matters giving rise to the dealing, and provide full details available to such Shareholder in its notice.

4 Permitted dealings

Except as expressly provided for in clause 3, nothing in this Deed restricts any Shareholder from dealing with any of the Escrow Shares (including dealings with Escrow Shares as a bona fide gift or gifts) or exercising rights attaching to, or afforded to a holder of the Escrow Shares, including by:

- (a) exercising any voting rights attaching to any of the Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to any of the Escrow Shares; and
- (c) receiving or participating in any rights or bonus issue in connection with any of the Escrow Shares.

5 Representations and Warranties

5.1 Representations and warranties

Each Shareholder, severally and not jointly, represents and warrants that as at the date of this Deed:

- (a) **(power)** it has power to enter into and comply with all of the terms and conditions of this Deed applicable to it;
- (b) **(authority)** all necessary corporate actions and authorisations to permit it to enter into this Deed and to observe all of its terms have been taken and obtained and have not since been rescinded or varied;
- (c) **(deed effective)** this Deed constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms;
- (d) **(Escrow Shares)** such Shareholder is, or immediately after Closing will be, the legal and beneficial holder of the Escrow Shares; and
- (e) **(no encumbrances)** the Escrow Shares will from Closing be free from all Security Interests and other third party interests or rights (other than any Security Interest permitted by clause 3.2(e)(v) or any Security Interest that forms part of this Deed).

5.2 Reliance on representations and warranties

Each Shareholder acknowledges that the Company has executed this Deed in reliance on the representations and warranties that are made in this clause 5.

5.3 No representations by the Company

Each Shareholder acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of the Company in entering into this Deed.

6 Breach of this Deed

6.1 Consequences of breach

If any Shareholder breaches this Deed (**Breach**), the Company may take any and all steps necessary to enforce this Deed, as soon as the Company becomes aware of the Breach.

6.2 Damages insufficient remedy

The parties agree that damages may be an insufficient remedy for breach of this Deed and each Shareholder agrees that the Company is entitled to seek an injunction or specific performance as a remedy for any actual or threatened breach of this Deed, in addition to any other remedies available to the Company at law or in equity under or independently of this Deed.

7 Termination

This Deed will automatically terminate at the end of the Escrow Period.

8 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, setting out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:
 - (i) to the Company: Address: Level 25, 108 St George's Terrace, Perth WA 6000
Attention: Kim Truter
Email: info@burgundy-diamonds.com
 - (ii) to each Shareholder: to the address listed on the signature page of such Shareholder
- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, three business days after the date of posting (if posted to an address in the same country) or seven business days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of email, the earlier of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made:

 - (iv) in the case of delivery by hand or post, at a time that is later than 5pm;

- (v) in the case of delivery by email, at a time that is later than 7pm; and
 - (vi) in any case, on a day that is not a business day,
- in the place specified by the intended recipient as its postal address under clause 8(b), it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

9 Capacity

If any Shareholder has entered into this Deed as a trustee:

- (a) subject to clause 9(c) and notwithstanding any other provision of this Deed, such Shareholder enters into this Deed only in its capacity as trustee of the trust and in no other capacity. A liability arising under or in connection with this Deed can be enforced against any Shareholder only to the extent that it can be satisfied out of the property of the trust for which such Shareholder is actually indemnified for the liability. Each Shareholder will exercise its rights of indemnification in order to satisfy its obligations under this Deed;
- (b) subject to clause 9(c), the Company may not sue any Shareholder in any other capacity other than as trustee in respect of the trust, including seeking the appointment to such Shareholder of a receiver (except in relation to the property of the trustee), liquidator, administrator or any similar person; and
- (c) clauses 9(a) and 9(b) will not apply to any obligation or liability of any Shareholder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction to the extent, or elimination, of such Shareholder's right of indemnification out of the assets of the trust, or the right does not exist at all, as a result of such Shareholder's fraud, negligence, improper performance of duties or breach of trust or the relevant trust deed.

10 General

10.1 Governing law and jurisdiction

This Deed is governed by the laws of Western Australia. In relation to it and related non-contractual matters, each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

10.2 Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary to give full effect to the provisions of this Deed and the transactions contemplated by it.

10.3 Waiver and exercise of rights

- (a) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (b) A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Deed expressly states otherwise.

10.4 Entire agreement

This Deed contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively, **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties with respect to its subject matter.

10.5 Amendment

This Deed may be amended only by another deed executed by all the parties.

10.6 Severability

Any provision of this Deed which is unenforceable or partly unenforceable (including as a result of the Listing Rules) is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.

10.7 Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed and delivered as a Deed.

Executed as a deed in accordance with
section 127 of the *Corporations Act 2001* by
Burgundy Diamond Mines Limited:



Director Signature

Kim Truter

Print Name




Director/Secretary Signature

Brad Baylis

Print Name

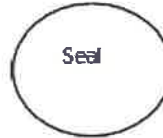
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Signature of Authorised Signatory

Patrick Criscillo
Name of Authorised Signatory

Signed Sealed and Delivered by **Platinum Peregrine A 2012 RSC Limited**
in the presence of:


Signature of Witness

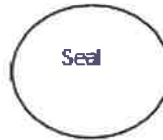
Monica Tun
Name of Witness


Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **Brigade Credit Fund II, Ltd.** in the presence of:



Signature of Witness

Monica Jun

Name of Witness

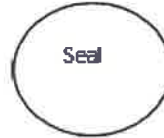


Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **Brigade
Diversified Credit CIT** in the presence of:



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Signature of Witness

Monica Jun

Name of Witness

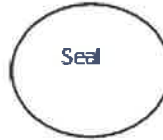
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Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **Brigade
Leveraged Capital Structures Fund Ltd** in the
presence of:



Signature of Witness

Monica Jun

Name of Witness



Signature of Authorised Signatory

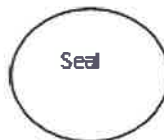
Patrick Criscillo

Name of Authorised Signatory

Escrow Deed

Allens & Linklaters

Signed Sealed and Delivered by **Brigade Opportunistic Credit LBG Fund Ltd.** in the presence of:





Signature of Witness

Monica Jun

Name of Witness




Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **City of Phoenix
Employees' Retirement Plan** in the presence of:





Signature of Witness

Monica Jun

Name of Witness

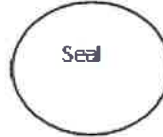


Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **Delta Master Trust** in the presence of:

A handwritten signature in black ink, appearing to be "Monica Jun", written over a horizontal line.

Signature of Witness

Monica Jun

Name of Witness

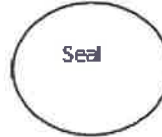
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Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **FCA US LLC**
Master Retirement Trust in the presence of:



A handwritten signature in black ink, appearing to read "Monica Jun", written over a horizontal line.

Signature of Witness

Monica Jun

Name of Witness

A handwritten signature in blue ink, appearing to read "Patrick Criscillo", written over a horizontal line.

Signature of Authorised Signatory

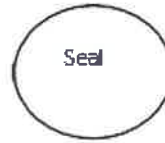
Patrick Criscillo

Name of Authorised Signatory

Escrow Deed

Allens < Linklaters

Signed Sealed and Delivered by **Fedex Corporation Employees' Pension Trust** in the presence of:





Signature of Witness

Monica Jun

Name of Witness



Signature of Authorised Signatory

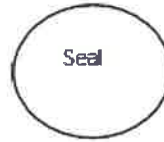
Patrick Criscillo

Name of Authorised Signatory

Escrow Deed

Allens < Linklaters

Signed Sealed and Delivered by **Future
Directions Credit Opportunities Fund** in the
presence of:

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Signature of Witness

Monica Jun

Name of Witness

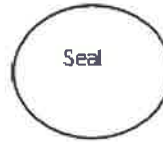
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Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **Goldman Sachs Trust II - Goldman Sachs Multi-Manager Non-Core Fixed Income Fund** in the presence of:

A handwritten signature in black ink, appearing to be "Monica Jun".

Signature of Witness

Monica Jun

Name of Witness

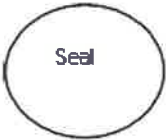
A handwritten signature in blue ink, appearing to be "Patrick Criscillo".

Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by JPMorgan Chase Retirement Plan Brigade Bank Loan in the presence of:



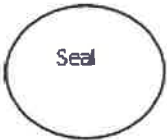

Signature of Witness

Monica Jun
Name of Witness


Signature of Authorised Signatory

Patrick Criscillo
Name of Authorised Signatory

Signed Sealed and Delivered by JPMorgan Chase Retirement Plan Brigade in the presence of:




Signature of Witness

Monica Jun
Name of Witness

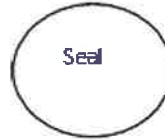

Signature of Authorised Signatory

Patrick Criscillo
Name of Authorised Signatory

Escrow Deed

Allens & Linklaters

Signed Sealed and Delivered by Los Angeles
County Employees Retirement Association in
the presence of:



A handwritten signature in black ink, appearing to read "Monica Jun".

Signature of Witness

Monica Jun

Name of Witness

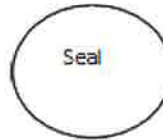
A handwritten signature in blue ink, appearing to read "Patrick Criscillo".

Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **Mediolanum
Best Brands** in the presence of:

A handwritten signature in black ink, appearing to be "Monica Jun".

Signature of Witness

Monica Jun

Name of Witness

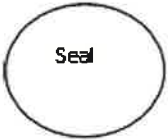
A handwritten signature in blue ink, appearing to be "Patrick Criscillo".

Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by New York City
Fire Department Pension Fund, Subchapter
Two in the presence of:



Signature of Witness

Monica Jun

Name of Witness

Signature of Authorised Signatory

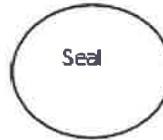
Patrick Criscillo

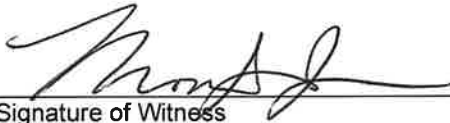
Name of Authorised Signatory

Escrow Deed

Allens & Linklaters

Signed Sealed and Delivered by **New York City Police Pension Fund, Subchapter 2** in the presence of:




Signature of Witness

Monica Jun
Name of Witness


Signature of Authorised Signatory

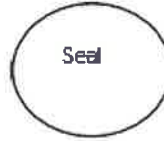
Patrick Criscillo

Patrick Criscillo
Name of Authorised Signatory

Escrow Deed

Allens & Linklaters

Signed Sealed and Delivered by **Northrop
Grumman Pension Master Trust** in the presence
of:



A handwritten signature in black ink, appearing to read "Monica Jun", written over a horizontal line.

Signature of Witness

Monica Jun

Name of Witness


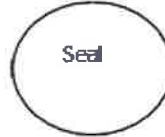
A handwritten signature in blue ink, appearing to read "Patrick Criscillo", written over a horizontal line.

Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **Panther BCM LLC** in the presence of:

A handwritten signature in black ink, appearing to read "Monica Jun".

Signature of Witness

Monica Jun

Name of Witness

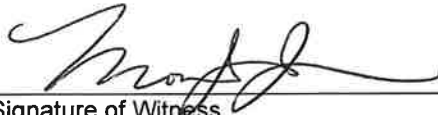
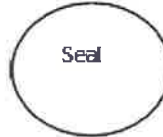
A handwritten signature in blue ink, appearing to read "Patrick Criscillo".

Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **SAS Trustee Corporation Pooled Fund** in the presence of:

A handwritten signature in black ink, appearing to be "Monica Jun", written over a horizontal line.

Signature of Witness

Monica Jun

Name of Witness

A handwritten signature in blue ink, appearing to be "Patrick Criscillo", written over a horizontal line.

Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **SC Credit Opportunities Mandate LLC** in the presence of:





Signature of Witness

Monica Jun

Name of Witness

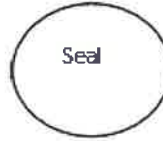


Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **SEI Global Master Fund plc - the SEI High Yield Fixed Income Fund** in the presence of:





Signature of Witness

Monica Jun

Name of Witness



Signature of Authorised Signatory

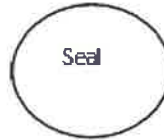
Patrick Criscillo

Name of Authorised Signatory

Escrow Deed

Allens < Linklaters

Signed Sealed and Delivered by **SEI Institutional Investments Trust - High Yield Bond Fund** in the presence of:



Signature of Witness

Monica Jun

Name of Witness



Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Escrow Deed

Allens < Linklaters

Signed Sealed and Delivered by **SEI Institutional
Managed Trust – High Yield Bond Fund** in the
presence of:





Signature of Witness

Monica Jun

Name of Witness

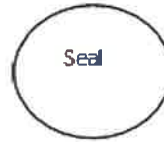


Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **SEI Institutional
Managed Trust – Multi-Strategy Alternative
Fund** in the presence of:

A handwritten signature in black ink, appearing to be "Monica Jun", written over a horizontal line.

Signature of Witness

Monica Jun

Name of Witness

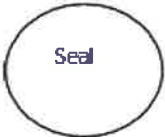
A handwritten signature in blue ink, appearing to be "Patrick Criscillo", written over a horizontal line.

Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by TCorpIM High Yield Fund in the presence of:



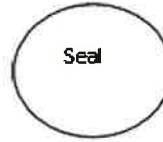

Signature of Witness

Monica Jun
Name of Witness


Signature of Authorised Signatory

Patrick Criscillo
Name of Authorised Signatory

Signed Sealed and Delivered by Teachers'
Retirement System of the City of New York in
the presence of:





Signature of Witness

Monica Jun

Name of Witness

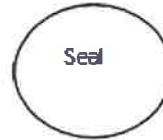


Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by The Coca-Cola
Company Master Retirement Trust in the
presence of:





Signature of Witness

Monica Jun

Name of Witness

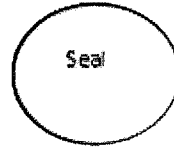


Signature of Authorised Signatory

Patrick Criscillo

Name of Authorised Signatory

Signed Sealed and Delivered by **1199SEIU
Health Care Employees Pension Fund*** in the
presence of:



A handwritten signature in black ink, appearing to read "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to read "Joshua L. McCarthy".

Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as
Investment Manager

Signed Sealed and Delivered by **Boston Retirement System*** in the presence of:



Handwritten signature of Laura Glynn in black ink.

Signature of Witness

Laura Glynn

Name of Witness

Handwritten signature of Joshua L. McCarthy in black ink.

Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as Investment Manager

Signed Sealed and Delivered by **Caterpillar Inc.
Master Retirement Trust*** in the presence of:



Signature of Witness

Laura Glynn

Name of Witness



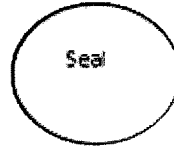
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, on behalf of
Caterpillar Master Retirement Trust, in its
capacity as Investment Manager

Signed Sealed and Delivered by **Caterpillar Investment Trust*** in the presence of:



A handwritten signature in black ink, appearing to read "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to read "Joshua L. McCarthy".

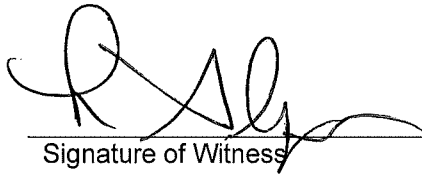
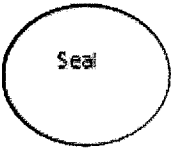
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, on behalf of Caterpillar Investment Trust, in its capacity as Investment Manager

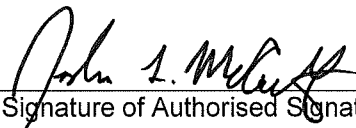
Signed Sealed and Delivered by **City of Phoenix Employees' Retirement Plan*** in the presence of:

A handwritten signature in black ink, appearing to read "Laura Glynn", written over a horizontal line.

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to read "Joshua L. McCarthy", written over a horizontal line.

Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as Investment Manager

Signed Sealed and Delivered by **District of Columbia Retirement Board*** in the presence of:



Handwritten signature of Laura Glynn.

Signature of Witness

Laura Glynn

Name of Witness

Handwritten signature of Joshua L. McCarthy.

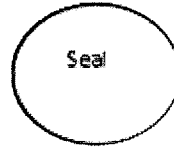
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as Investment Manager

Signed Sealed and Delivered by **FedEx Corporation Employees' Pension Trust*** in the presence of:



A handwritten signature in black ink, appearing to read "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to read "Joshua L. McCarthy".

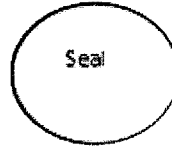
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as Investment Manager

Signed Sealed and Delivered by **Houston
Municipal Employees Pension System*** in the
presence of:



A handwritten signature in cursive script, appearing to read "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in cursive script, appearing to read "Joshua L. McCarthy".

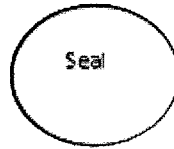
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as
Manager

Signed Sealed and Delivered by **Intel Retirement Plans Collective Investment Trust-Intel Opportunistic Bond Fund*** in the presence of:



A handwritten signature in black ink, appearing to read "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to read "Joshua L. McCarthy".

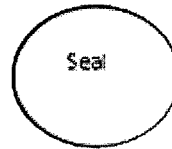
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as sub-advisor. Recourse by any counterparty hereto is limited to the assets managed by the sub-advisor to the Fund set forth above

Signed Sealed and Delivered by **Mercer QIF Fund plc - Mercer Investment Fund 1*** in the presence of:



A handwritten signature in black ink, appearing to be "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to be "Joshua L. McCarthy".

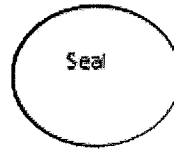
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as Sub-Investment Manager of, and on behalf of, Mercer Investment Fund 1, a sub-fund of Mercer QIF Fund plc

Signed Sealed and Delivered by **Multi-Advisor
Funds Concentrated High Yield and
Leveraged Loan Fund*** in the presence of:



A handwritten signature in black ink, appearing to read "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to read "Joshua L. McCarthy".

Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as
Investment Manager

Signed Sealed and Delivered by **National
Railroad Retirement Investment Trust*** in the
presence of:



A handwritten signature in black ink, appearing to be "Laura Glynn", written over a horizontal line.

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to be "Joshua L. McCarthy", written over a horizontal line.

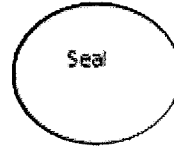
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as
Investment Manager

Signed Sealed and Delivered by **NTCC High Yield Bond Fund FEBT*** in the presence of:



A handwritten signature in black ink, appearing to be "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to be "Joshua L. McCarthy".

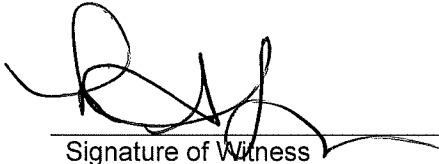
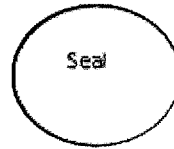
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as investment manager

Signed Sealed and Delivered by **Polen DDJ
Opportunistic High Yield Fund*** in the presence
of:



Signature of Witness

Laura Glynn

Name of Witness



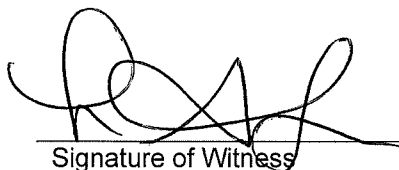
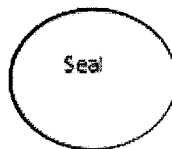
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as
Investment Advisor

Signed Sealed and Delivered by **Polen DDJ Strategic Income Plus Fund, L.P.*** in the presence of:



Signature of Witness

Laura Glynn

Name of Witness



Signature of Authorised Signatory

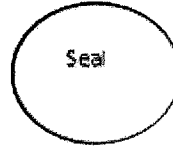
Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen/GP Strategic Income Plus, LLC, its General Partner

By: Polen Capital Credit, LLC, its Manager

Signed Sealed and Delivered by **Principal Funds Inc. - Diversified Income Fund*** in the presence of:



A handwritten signature in black ink, appearing to be "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to be "Joshua L. McCarthy".

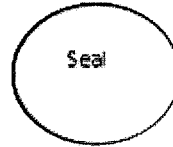
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as Sub-Advisor

Signed Sealed and Delivered by **Principal Funds, Inc. - High Income Fund*** in the presence of:



A handwritten signature in black ink, appearing to read "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to read "Joshua L. McCarthy".

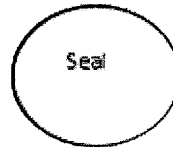
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as Sub-Advisor

Signed Sealed and Delivered by **Reliance Trust
Institutional Retirement Trust – Polen DDJ
Custom High Yield Collective Investment
Trust Fund 2017*** in the presence of:



Handwritten signature of Laura Glynn.

Signature of Witness

Laura Glynn

Name of Witness

Handwritten signature of Joshua L. McCarthy.

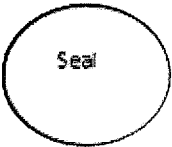
Signature of Authorised Signatory


Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as
Investment Adviser, on behalf of Reliance Trust
Company, the Trustee

Signed Sealed and Delivered by **Reliance Trust Institutional Retirement Trust – Polen DDJ Opportunistic High Yield Collective Investment Trust Fund*** in the presence of:

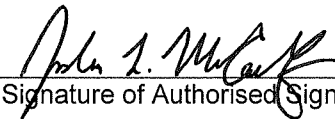




Signature of Witness

Laura Glynn

Name of Witness



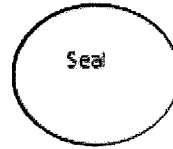
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as Investment Adviser, on behalf of Reliance Trust Company, the Trustee

Signed Sealed and Delivered by **SHRINERS
HOSPITALS FOR CHILDREN*** in the presence
of:



Handwritten signature of Laura Glynn.

Signature of Witness

Laura Glynn

Name of Witness

Handwritten signature of Joshua L. McCarthy.

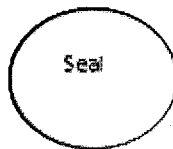
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as
investment manager

Signed Sealed and Delivered by **Stichting
Bewaarder Syntrus Achmea Global High Yield
Pool*** in the presence of:



A handwritten signature in black ink, appearing to read "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to read "Joshua L. McCarthy".

Signature of Authorised Signatory

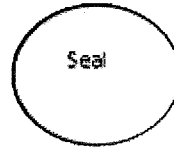
Joshua L. McCarthy

Name of Authorised Signatory

*By: Achmea Investment Management B.V., as
alternative investment fund manager

By: Polen Capital Credit, LLC, as subadviser

Signed Sealed and Delivered by **Stichting Pensioenfonds Hoogovens*** in the presence of:



A handwritten signature in dark ink, appearing to be "Laura Glynn", written over a horizontal line.

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in dark ink, appearing to be "Joshua L. McCarthy", written over a horizontal line.

Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, on behalf of
Stichting Pensioenfonds Hoogovens, in its
capacity as Manager

Signed Sealed and Delivered by **The State Of Connecticut Acting Through Its Treasurer*** in the presence of:



A handwritten signature in black ink, appearing to be "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to be "Joshua L. McCarthy".

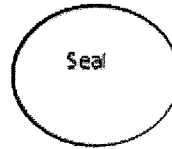
Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as investment manager

Signed Sealed and Delivered by **Willis Towers
Watson Group Trust –Diversified Credit Fund***
in the presence of:



A handwritten signature in black ink, appearing to be "Laura Glynn".

Signature of Witness

Laura Glynn

Name of Witness

A handwritten signature in black ink, appearing to be "Joshua L. McCarthy".

Signature of Authorised Signatory

Joshua L. McCarthy

Name of Authorised Signatory

*By: Polen Capital Credit, LLC, in its capacity as
Sub-Advisor to Towers Watson Investments
Services, Inc.