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BB1065074

LAND TITLE ACT
FORM B
 (Section 225)
 Province of British Columbia

MORTGAGE - PART 1

(This area for Land Title Office use)

Page 1 of 3 Pages

1. **APPLICATION:**

Reference #258842.00004

Rashida Merani, Paralegal, of FASKEN MARTINEAU
 DuMOULIN LLP, Barristers and Solicitors,
 2900 – 550 Burrard Street, Vancouver, B.C., V6C0A3,
 604 631 3131 Client No.: 11565

FOWELL BUNDA ROY &
 CLIENT NO. 01000



Signature of Rashida Merani, Authorized Agent

2. **PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:***

(PID)

(LEGAL DESCRIPTION)

027-314-685

Parcel A, District Lots 512 and 8048, Group 1, NWD, Plan BCP33662

3. **BORROWER(S) [MORTGAGOR(S)]:** (including postal address(es) and postal code(s))*

STEWART & MARILYN BLUSSON FOUNDATION, 1555 – 1500 West Georgia Street, Vancouver, British Columbia, V6G 2Z6

4. **LENDER(S) [MORTGAGEE(S)]:** (including occupation(s), postal address(es) and postal code(s))*

BHP BILLITON DIAMONDS INC., (Regn. No. A0072378), c/o Suite 800, Four Bentall Centre, 1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1L2

5. **PAYMENT PROVISIONS:****

ip 4/29/2009 1:43:33 PM 1 2
 Charge 1 \$88.15

(a) Principal Amount: \$20,000,000	(b) Interest Rate: 15.00%	(c) Interest Adjustment Date: N/A	Y	M	D
(d) Interest Calculation Period: Annual	(e) Payment Dates: N/A	(f) First Payment Date: N/A	Y	M	D
(g) Amount of each periodic payment: None	(h) Interest Act (Canada) Statement: The equivalent rate of interest calculated half yearly not in advance is n/a % per annum.	(i) Last Payment Date: N/A	Y	M	D
(j) Assignment of Rents which the applicant wants registered: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If Yes, Page and Paragraph Number:	(k) Place of Payment: Postal Address in Item 4	(l) Balance Due Date: ON DEMAND	Y	M	D

*If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**If space in any box insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

MORTGAGE - PART 1

6. **MORTGAGE contains floating charge on land?**
YES NO

7. **Mortgage secures a current or running account?**
YES NO

8. **INTEREST MORTGAGED:**
Freehold
Other (*Specify*)*


9. **MORTGAGE TERMS:**
Part 2 of this mortgage consists of (*select one only*):
(a) Prescribed Standard Mortgage Terms
(b) Filed Standard Mortgage Terms D.F. Number
(c) Express Mortgage Terms (annexed to this mortgage as Part 2)
A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. **ADDITIONAL OR MODIFIED TERMS:***
See Schedule

11. **PRIOR ENCUMBRANCES PERMITTED BY LENDER:***
Nil

12. **EXECUTIONS:**** This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in Item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

OFFICER SIGNATURE(S)


BLAKE BROMLEY
BARRISTER AND SOLICITOR
1555 - 1500 WEST GEORGIA ST.
VANCOUVER, BC V6G 2Z6

EXECUTION DATE

Y	M	D
09	04	24

BORROWER(S) SIGNATURE(S)

STEWART & MARILYN BLUSSON
FOUNDATION by its
Authorized Signatory(ies)


Name: Stewart Blusson

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 execution of this instrument.

*If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM E

SCHEDULE

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ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

10. Additional or Modified Terms:

1. The following defined terms are added to section 1 of the prescribed standard mortgage terms:

“core zone joint venture agreement” means the joint venture agreement – core zone property dated April 17, 1997 between Dia Met Minerals Ltd., BHP Diamonds Inc., Charles Fipke and Dr. Stewart Blusson, as amended from time to time;

“estimated Blusson liability amount” has the meaning as defined in the reclamation liability agreement; and

“reclamation liability agreement” means the reclamation liability agreement dated for reference April 9, 2009 between the lender, Dr. Stewart Blusson and the borrower;
2. 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 estimated Blusson liability amount provided if such amount is greater than \$20,000,000, then the estimated Blusson liability amount, for the purpose of this mortgage, will be deemed to be equal to the principal amount shown in this mortgage, plus interest and any other money owed by the borrower under this mortgage, the payment of which is secured by this mortgage.
3. 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 the Dr. Stewart Blusson’s payment of the estimated Blusson liability amount in accordance with the terms of the core zone joint venture agreement and the reclamation liability agreement and as security for the borrower’s performance of all of the borrower’s promises and agreements.
4. 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 estimated Blusson 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 reclamation liability agreement.
5. Section 4 of the prescribed standard mortgage terms is deleted and replaced with the following:

The borrower promises to pay the mortgage money to the lender at the place of payment within three business days of receiving a written demand for payment or as otherwise required pursuant to the payment provisions set out in the mortgage form and these mortgage terms.

END OF DOCUMENT