

8. RECEIVER

8.1 Appointment and removal

At any time after an Event of Default occurs in relation to the Mortgagor, the Mortgagee may appoint a person or persons as Receiver of the Mortgaged Property.

8.2 Subsequent appointment

If a Receiver is removed, retires or dies, then the Mortgagee may appoint a new Receiver.

8.3 Agent

A Receiver is the agent of the Mortgagor unless the Mortgagee notifies the Mortgagor that the Receiver is to act as the agent of the Mortgagee. The Mortgagor is solely responsible for anything done or not done by the Receiver, and for the Receiver's remuneration.

8.4 Remuneration

The Mortgagee may fix the remuneration of a Receiver at an amount or rate of commission agreed between the Mortgagee and the Receiver or, in the absence of agreement, at an amount or rate determined by the Mortgagee.

8.5 Joint appointment

If 2 or more persons are appointed as Receiver of the same part of the Mortgaged Property, then the Mortgagee may provide that their rights, powers and remedies vest in them jointly and severally, or jointly.

8.6 Receiver's powers

A Receiver shall have all the powers of the Mortgagee under this Mortgage and such other powers as may be conferred on a receiver by law.

9. RESUMPTION

9.1 Compensation

If the Land is resumed or any other claim for compensation can be made in respect of the Land under any other legislation, then the Mortgagor assigns the benefit of the compensation for the resumption or under the other legislation to the Mortgagee as further security for the repayment or payment of the Amount Secured.

9.2 Claims

The Mortgagee shall be solely entitled to make, enforce, and if necessary commence court proceedings, or compromise any claim for compensation, as it sees fit, in respect of any claim made or to be made under the preceding clause.

10. COSTS AND EXPENSES

10.1 Mortgagee's costs and expenses

The Mortgagor agrees to pay or reimburse the Mortgagee on demand for:

- (a) the Mortgagee's costs and expenses in connection with the negotiation, preparation, signature, completion and stamping of this Mortgage;
- (b) the Mortgagee's costs and expenses in connection with any consent, exercise or non-exercise of rights, waiver, variation, release, discharge or production of title documents in connection with this Mortgage or the Mortgaged Property; and
- (c) taxes and fees (including registration fees) and fines and penalties in respect of fees, which may be payable or determined to be payable in connection with this Mortgage or a payment or receipt or any other transaction contemplated by this Mortgage; and

including in each case legal costs and expenses on a full indemnity basis.

10.2 Receiver's costs and expenses

The Mortgagor is to pay all the costs and expenses of and the remuneration of any Receiver appointed under any law or this Mortgage.

