

- (i) appointing a person referred to in paragraphs (a) or (b);
 - (ii) winding up a corporation; or
 - (iii) proposing or implementing a scheme of arrangement;
- (d) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 14 days;
- (e) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or
- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.

Guarantee means the guarantee and indemnity of even date whereby the Mortgagors, inter alia, guaranteed payment of all accommodation provided from time to time by the Mortgagees to the Borrower pursuant to the Loan Facility Agreement or any other Transaction Document;

Improvements includes any improvements, buildings, erections, fixtures, partitions, fences, drains, walls and other erections or improvements now or at any time erected, affixed to or standing on the Land and any appliances, hot water systems, electrical and gas equipment and fittings, air conditioning equipment, lifts and other plant, engines, equipment, fittings, fixtures and attachments affixed. Any reference to "improvements" shall be construed as referring to the whole or any part thereof.

Land means the land described on page 1 and all Improvements on the Land and all rights attaching to the Land and other easements, paths ways and other benefits on or used or enjoyed in conjunction therewith and the Mortgagor's estate and interest in any Lease granted over or in respect of any of the above. Any reference to "Land" is construed as referring to the whole or any part thereof.

Lease means any present or future lease or sub-lease, or agreement to grant a lease or sub-lease, of the Mortgaged Property, and where the context permits, includes any Licence.

Licence means any present or future licence, or agreement to grant a licence to use or occupy the Land.

Loan Facility Agreement means the loan facility agreement of even date whereby the Mortgagees agreed to provide a facility to the Borrower;

Mortgage means this instrument and any Schedule attached to it.

Mortgagee means the person or persons described on the cover page of this mortgage and include their personal representatives, transferees, successors and assigns.

Mortgagor means the person or persons described on the cover sheet of this mortgage and include their personal representatives, transferees, successors and assigns.

Party and Parties mean, respectively, a party or parties to this Mortgage.