

- (c) the Mortgagee's costs, charges and expenses in connection with any consent or any exercise, non-exercise, or attempted exercise of rights (including those arising from any Event of Default);
- (d) any Taxes in relation to this Mortgage; and
- (e) including in each case referred to in paragraphs (a), (c), (d) and (d):
 - (i) the Mortgagee's administration costs; and
 - (ii) legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher.

The Mortgagee may debit to the Mortgagor's account any amounts described in this clause with effect from the date they are incurred by the Mortgagee whether or not the Mortgagee has demanded payment.

14.2 Indemnity

The Mortgagor indemnifies the Mortgagee and its officers, agents and employees from and against all actions, claims, demands, losses, interest, fees, damages, costs and expenses of any nature which the Mortgagee or the Mortgagee's officers, agents or employees sustain or incur of for which the Mortgagee may become liable at any time in respect of or arising from any one or more of the following:

- (a) any neglect or default of the Mortgagor to observe and perform any of the terms, covenants and conditions contained in or implied by this Mortgage;
- (b) any loss or damage occasioned by or liability incurred by the Mortgagee in the exercise, non-exercise or purported exercise of any of its powers, rights and privileges contained in or implied by this Mortgage whether or not the Mortgagee acted negligently or was guilty of laches or waiver;
- (c) any Taxes that may at any time be payable, chargeable, assessed or become due on or in respect of the Land and any liability to any competent authority in respect of any breach of duty or law relating to the Land;
- (d) any claim by any lessee, tenant, occupier, licensee, invitee or other person in respect of or arising out of their use of or presence on or in any way connected with the Land; and
- (e) any actual or assumed obligation of the Mortgagee (whether solely or jointly with the Mortgagor or any other person) to pay any money or do anything relating to the Land.

Any amount due under this clause will form part of the Secured Money. Each indemnity of the Mortgagor contained in this Mortgage survives its termination and is a continuing obligation of the Mortgagor, despite any settlement of account or the occurrence of any other thing.

15. APPLICATION OF PAYMENTS

15.1 Application of money

All moneys actually received in immediately available funds by any Receiver or by the Mortgagee under or by virtue of this Mortgage must be applied in the following manner and order: