

12. REPRESENTATIONS AND WARRANTIES

12.1 Representations and warranties in relation to Land

- (a) The Mortgagor represents and warrants that it has absolute and indefeasible title subject only to the Encumbrances (if any) shown on page 1 and the Land is free from all other Encumbrances and Security Interests.
- (b) If any person establishes any right or Encumbrance in respect of the Land not disclosed by the Certificate of Title to the Land, the Mortgagor must cause that right or easement to be terminated or acquire it or them, in the latter case, that right or easement is to be deemed included in and subject to this Mortgage.

12.2 General representations and warranties

The Mortgagor warrants to and agrees with the Mortgagee that the Mortgagor has full power to execute and do all things required by this Mortgage or any guarantee contained in this Mortgage executed by such party, any necessary consents have been obtained, any necessary meetings have been or will be held and any necessary resolutions have been or will be passed in order to render its obligations and agreements fully valid and binding.

12.3 No reliance on Mortgagee

The Mortgagor acknowledges that it has not entered into this Mortgage relying on any representation, warranty, promise or statement of the Mortgagee or of any person on behalf of the Mortgagee.

13. MANNER OF PAYMENT

The Mortgagor agrees to make payments under this Mortgage:

- (a) in Australian dollars by delivering an unendorsed bank cheque to the Mortgagee at a place in Perth, Western Australia, or by direct transfer of cleared funds to the credit of the account in an Australian bank, that the Mortgagee nominated for this purpose before payment is made
- (b) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless prohibited by law; and
- (c) if the payment relates to the Secured Money, in the currency in which the payment is due, and otherwise in Australian dollars in immediately available funds.

14. COSTS AND INDEMNITIES

14.1 Costs

The Mortgagor must pay the Mortgagee on demand:

- (a) the Mortgagee's costs, charges and expenses in connection with the negotiation, preparation, execution and registration of this Mortgage;
- (b) the Mortgagee's costs, of and incidental to all instructions received by those solicitors from the Mortgagee in respect of the Transaction Documents;