

- (b) an agreement to create or give any arrangement referred to in paragraph (a).

Specified Rate means the rate provided for in the Loan Facility Agreement for monies owing by the Borrower to the Mortgagee.

State means the State of Western Australia.

Transaction Document includes any agreements, transactions, instruments (whether or not negotiable) or documents between or relating to financial accommodation provided to the Borrower and guaranteed by the Mortgagor.

Taxes means taxes, levies, imposts, charges and duties imposed by any authority (including stamp and transaction duties) together with any related interest, penalties, fines and expenses in connection with them, except if imposed on the overall net income of the Mortgagee.

Works means building work, excavation or earthworks on the Land, work demolishing, removing or altering any part of the Land, or any building or development work required by an authority in connection with the Land.

1.2 Interpretation

In this Mortgage, unless the context otherwise requires:

- (a) The headings in this Mortgage have been inserted for convenience only and are not to be taken into account in interpreting the provisions of this Mortgage.
- (b) A word importing the singular number or plural number includes the plural and singular respectively.
- (c) A word importing any gender includes every other gender.
- (d) A reference to a clause or sub-clause is a reference to a clause or sub-clause of this Mortgage and a reference to a paragraph is a reference to a paragraph of the clause or sub-clause in which the reference occurs.
- (e) If two or more persons undertake an obligation or give any warranty in this Mortgage, they are bound jointly and severally.
- (f) A reference to an Act or Code, Regulation or By-law or to any section, sub-section or paragraph of that Act or Code, Regulation or By-law includes any amendment or re-enactment of that Act or Code, Regulation or By-law for the time being in force.
- (g) Where, under this Mortgage, the day or last day for doing an act or payment of any money or on which any entitlement is due to arise is not a Business Day, the day or last day for doing that act or payment of that money or on which that entitlement arises is deemed to be the next Business Day.

2. MORTGAGE

The Mortgagor MORTGAGES the Land as security for the due and punctual payment of the Secured Money.