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MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NOT for**
You cannot use this form to reg
particulars of a charge for a Sc
company To do this, please us
form MG01s

THURSDAY



LD3 02/06/2011 37
COMPANIES HOUSE

1 Company details

Company number 0 6 1 6 6 5 4 4

Company name in full RAMLER FURNITURE (UK) LIMITED
(the "Chargor")

For official use
① Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d3 d1 m0 m5 y2 y0 y1 y1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e g 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A third party debenture between the Chargor and the Lender dated 31 May
2011 (the "Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured the Secured Moneys together with the debts and liabilities of the
Chargor under the Debenture (the "Secured Liabilities")

Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	NATIONAL AUSTRALIA BANK LIMITED
Address	Level 4 (UB 4440), 800 Bourke Street, Docklands Victoria, Australia 3008 (the "Lender")
Postcode	
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars	<p>1 1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 (<i>Real Property</i>) of the Debenture (none as at the date of the Debenture))</p> <p>1 2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of first fixed charge all of its right, title and interest in and to the following assets, both present and future</p> <p>1 2 1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged as described in paragraph 1 1 above),</p> <p>1 2 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,</p> <p>1 2 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;</p> <p>1 2 4 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade),</p> <p>1 2 5 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,</p> <p>1 2 6 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,</p> <p>1 2 7 all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)),</p> <p>1 2 8 all Securities and their Related Rights,</p> <p>1 2 9 all of its goodwill and uncalled capital,</p> <p>1 2 10 all Intellectual Property,</p> <p>1 2 11 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them,</p> <p>1 2 12 each of the Specified Contracts, together with</p> <p>(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,</p>
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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,</p> <p>(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and</p> <p>(d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Lender or any other person),</p> <p>including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them</p> <p>2 Floating Charge</p> <p>The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charged in favour of the Lender by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of the Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 2 (<i>Fixed Security</i>) of the Debenture</p> <p>The Debenture also contains the following restrictions</p> <p>Negative Pledge</p> <p>The Chargor shall not create or extend or permit to arise or subsist any Security (other than any Security constituted by the Debenture) over the whole or any part of the Charged Property, other than as permitted under the Transaction Documents or with the prior written consent of the Lender</p> <p>Restriction on Disposals</p> <p>The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of any Charged Property which is subject only to the floating charge created by Clause 3 1 (<i>Creation of Floating Charge</i>) of the Debenture for full consideration in the ordinary and usual course of the Chargor's business as it is presently conducted or as permitted under the Transaction Documents or the Debenture</p> <p>Definitions</p> <p>Terms defined in the Debenture have the same meaning in this Form MG01 and in particular</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notatisation or registration</p> <p>"Fixed and Floating Charge" means a fixed and floating charge dated 31 May 2011 between the Group Chargers and the Lender</p> <p>"Group Charger" means each and any of (i) Ramler International Pty Ltd in its personal capacity and as trustee for the Ramler International Trust ACN 148 940 363 of 33 Jack Road, Cheltenham, VIC 3192, (ii) Chinford Pty Ltd in its personal capacity and as trustee for the Garry Ramler Family Trust ACN 005 701 726 of 661 Glenhuntly Road, Caulfield, VIC 3162, (iii) Philo Nominees Pty Ltd in its personal capacity and as trustee for the Paul Ramler Family Trust ACN 005 560 976 of Level 14, 440 Collins Street, Melbourne VIC 3000, (iv) H Ramler & Co Proprietary Limited ACN 004 481 887 Level 14, 440 Collins Street, Melbourne VIC 3000</p> <p>"Charged Property" means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to the Debenture</p> <p>"Insurances" means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of the Chargor or in which the Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Intellectual Property" means (i) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights, (ii) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights, (iii) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences, (iv) all know-how, confidential information and trade secrets, and (v) all physical material in which any intellectual property might be incorporated, including, without limitation, any of the same specified in Schedule 2 (<i>Intellectual Property</i>) (none as at the date of the Debenture)</p> <p>"Mortgaged Property" means any freehold, commonhold or leasehold property the subject of the security constituted by the Debenture and references to any "Mortgaged Property" shall include references to the whole or any part or parts of it</p> <p>"Premises" means all buildings and erections from time to time situated on or forming part of any Mortgaged Property</p> <p>"Principal Debtors" (i) H R R Nominees Pty Ltd Pty Ltd ABN 004956245 in its personal capacity and as trustee for the Jack Road Unit Trust and the Ramler Family Trust No 1, (ii) Ramler Furniture Pty Ltd (in liquidation) ACN 004 734 267, and (iii) Ramler Holdings Pty Ltd ACN 111 113 145 (subject to deed of company arrangement) in its personal capacity and as trustee for the Ramler Holdings Unit Trust</p> <p>"Related Rights" means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise</p> <p>"Secured Moneys" means all debts and monetary liabilities of each Group Chargor and each other Transaction Party to the Lender on any account under or in relation to any Transaction Document and in any capacity, irrespective of whether the debts or liabilities</p> <ol style="list-style-type: none"> 1 are present or future, 2 are actual, prospective, contingent or otherwise, 3 are at any time ascertained or unascertained, 4 are owed or incurred by or on account of any Group Chargor or another Transaction Party alone, or severally or jointly with any other person, 5 are owed to or incurred for the account of the Lender alone, or severally or jointly with any other person, 6 are owed to any other person as agent (whether disclosed or not) for or on behalf of the Lender, 7 are owed or incurred as principal, interest, fees, charges, Taxes, damages (whether for breach of contract or tort or incurred on any other ground), losses, costs or expenses, or on any other account, 8 are owed to or incurred for the account of the Lender directly or as a result of 9 the assignment to the Lender of any debt or liability of any Group Chargor or another Transaction Party, or 10 any other dealing with any such debt or liability, 11 are owed to or incurred for the account of the Lender before the date of this deed or before the date of any assignment of this deed to the Lender by any other person or otherwise, or 12 comprise any combination of the above <p>"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Chargor, together with all property and rights of the Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Specified Contracts" means a master procurement agreement dated 16 March 2010 between the (1) the Chargor and (2) The London Organising Committee of the Olympic Games and Paralympic Games Limited for the provision of, amongst other things, internal and external designs, furniture, joinery and contract management services for venues to be used in connection with the London Olympics 2012</p> <p>"Taxes" has the meaning as defined in the Fixed and Floating Charge</p> <p>"Transaction Documents" has the meaning as defined in the Fixed and Floating Charge</p> <p>"Transaction Party" means (i) a Group Chargor (in its personal capacity and as Trustee of the Trust), (ii) the Principal Debtors, or (iii) any other Transaction Party as defined in a Transaction Document</p>

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance
or discount

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Colin Cameron McKenna LLP* X
1 June 2011

This form must be signed by a person with an interest in the registration of the charge

CHFP025

03/11 Version 5.0

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town ILAK/KEH ON1000.939

County/Region

Postcode

E

C

1

A

4

D

D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6166544
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THIRD PARTY DEBENTURE
DATED 31 MAY 2011 AND CREATED BY RAMLER FURNITURE
(UK) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH GROUP CHARGOR AND EACH
OTHER TRANSACTION PARTY TO NATIONAL AUSTRALIA
BANK LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
2 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JUNE 2011

2x



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

