



Registration of a Charge

Company name: **Euro Auctions (UK) Ltd**

Company number: **NI041778**



X5MY78UI

Received for Electronic Filing: **30/12/2016**

Details of Charge

Date of creation: **21/12/2016**

Charge code: **NI04 1778 0004**

Persons entitled: **HS REALISATIONS LIMITED (IN ADMINISTRATION) ACTING BY ITS ADMINISTRATORS, SAMUEL JAMES WOODWARD AND COLIN PETER DEMPSTER**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI41778

Charge code: NI04 1778 0004

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 21st December 2016 and created by Euro Auctions (UK) Ltd was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2016 .

Given at Companies House, Belfast on 30th December 2016

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Administrators: Samuel James Woodward and Colin Peter Dempster

Agent: Euro Auctions(UK)Limited (Registered No: NI41778) NG

Company: HS Realisations Limited (in Administration) (No. SC045681) acting by the Administrators

Deposit: all amounts now and in the future credited to **Account** "Euro Auctions (UK) Limited – Blocked Account", account number 70041927 with sort code 95-07-97 with Danske Bank Plc

Selling Agency

Agreement: the Selling Agency Agreement between (1) Euro Auctions(UK)Limited; (2) HS Realisations Limited, (3) Samuel James Woodward and Colin Peter Dempster; and (4) Derek Irwin Keys NG

1. Obligations

The Agent will pay to the Company on demand all the Obligations. The **Obligations** are all of the Agent's liabilities to the Company pursuant to the Selling Agency Agreement and include:

- 1.1 **Interest** at the rate charged by the Company, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Company.
- 1.2 any expenses the Company incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Deposit or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. Charge

The Agent, as a continuing security for the payment on demand of the Obligations and with full title guarantee charges all rights to the Deposit to the Company.

3. Restrictions

The Agent will not without the Company's consent:

- 3.1 permit or create any mortgage, charge or lien on the Deposit.
- 3.2 dispose of or assign the Deposit.
- 3.3 make any withdrawal from the Deposit. The Company allowing the Agent to make a withdrawal will not waive this restriction in respect of future withdrawals.

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL


DATE 30/12/16
ADDLESHAW GODDARD LLP

4. The Deposit

If the Account is changed, replaced or renamed, this deed will apply to any credit balance held on the new or renamed account. References to Deposit include any credit balance which derives (in whole or part) from the Deposit.

5. Powers of the Company

- 5.1 The Company may, without prior notice, apply or set off the Deposit to reduce the Obligations.
- 5.2 The Company may set off any amount due from the Agent against any amount owed by the Company to the Agent. The Company may exercise this right, without prior notice, both before and after demand. For this purpose, the Company may convert an amount in one currency to another, using HSBC Bank plc's market rate of exchange at the relevant time.
- 5.3 The Company may serve notice of this deed on any party to perfect the security.

6. Power of Attorney

To give effect to this deed and secure the exercise of any of the Company's powers, the Agent irrevocably appoints the Company to be the Agent's attorney (with full power of substitution and delegation), in the Agent's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

7. Preservation of Other Security and Rights and Further Assurance

7.1 This deed is in addition to any other security or guarantee for the Obligations held by the Company, now or in the future. The Company may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Company's other rights.

7.2 On request, the Agent will execute any deed or document, or take any other action required by the Company, to perfect or enhance the Company's security under this deed.

8. Consents, Notices and Demands

8.1 All consents, notices and demands must be in writing.

8.2 The Company may deliver a notice or demand to the Agent at its registered office, or at the contact details last known to the Company.

8.3 A notice or demand will be effective at the time of personal delivery; on the second business day after posting. A **business day** is a weekday other than a national holiday.

8.4 A notice from the Agent to the Company will be effective on receipt by the Administrators.

9. Transfers

The Company may allow any person to take over any of its rights and duties under this deed. The Agent authorises the Company to give that person or its agent any financial or other information about the Agent. References to the Company include its successors.

10. Possession and Exercise of Powers

10.1 The Company does not have an immediate right to possession of the Deposit, and the Agent will continue in possession until the Company takes possession. If the Company makes a demand, the Company may then take possession or exercise any of its other powers without further delay.

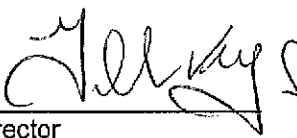
10.2 Any purchaser or third party dealing with the Company may assume that the Company's powers have arisen and are exercisable without proof that demand has been made.

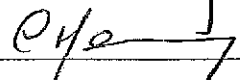
10.3 The Company will not be liable to account to the Agent for any money not actually received by the Company.

11. Law

11.1 English law applies to this deed and the English courts have exclusive jurisdiction.

Executed and Delivered as a deed by
the Agent in the presence of:


Director

Witness' name in full Caroline Heaney
Signature 
Address 50 Forgrave Lutterham
Occupation CHARTERED ACCOUNTANT

Date

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You must date
the document