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COMPANIES FORM No. 402

CR53

402

Particulars of a mortgage or charge

Pursuant to Article 402(1) of the Companies (Northern Ireland) Order 1986

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company Number

* insert full name of
company

Name of Company

The Auction Rooms Limited

Date of creation of the charge

20th December 2007

Description of the Instrument (if any) creating or evidencing the charge (note 2)

Mortgage/Charge Deed

Amount secured by the mortgage or charge

ALL monies and liabilities that are now or shall from time to time be due, owing
or incurred by the Chargor to the Bank

Names and addresses of the mortgages or persons entitled to the charge

IIB Bank Plc
Registered Office at Sandwich Street, Dublin 2, Ireland
Address for service in Northern Ireland, 1 Lanyon Quay, Belfast, BT1 3GPPresenter's name, address
and Reference (if any)Robert G Sinclair & Co
23 Bedford Street
Belfast
BT2 7EJ
Our ref: SG/C0055280010For Official Use
Public Office

Mortgage Section

DEPARTMENT OF ENTERPRISE
TRADE & INVESTMENT
COMPANIES REGISTRY

02 JAN 2018

COUNTER RECEIVED

Short particulars of all the property mortgaged or charged

Premises at 24 and 25 the Square, Moy, Dungannon, County Tyrone being the premises comprised in Folios TY73766 and TY73765 and subject to but with the benefit of the intoxicating liquor licence.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

(See continuation sheet)

Particulars as to commission, allowance or discount (note 3)

Signed  Date 31/12/07

On behalf of [company] ~~[[mortgagee/chargee]]~~*

* delete as appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Article 402). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (Article 405). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (Article 405), and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where Article 405(4) applies (property situate in Great Britain) and Form No.405 is submitted.

2. A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3. In this Box there should be inserted the amount or rate per cent, of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:

- (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
- for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4. If any of the spaces in this form are insufficient the particulars must be entered on the prescribed continuation sheet.

Short particulars of all property mortgaged or charged: (continuation sheet)

The Mortgage/Charge also contains the following covenants:

1. The Company will not commence, undertake or carry out (nor allow to be commenced, undertaken or carried out) any development within the meaning of the Planning Orders on the Mortgaged Property or any part thereof without the relevant or necessary planning permission prescribed in the Planning Orders having been first obtained.
2. The Company will not sell, transfer, assign, lease, share or part possession with, declare a trust of, grant any right or rights over or otherwise dispose of the Mortgaged Property without the prior consent of the Bank.
3. The Company shall not vary, alter, amend the terms of any lease, licence or any other deed or document of whatever sort which affects the Mortgaged Property (whether superior or inferior to the interest of the Company) without the prior consent of the Bank.
4. The Company shall not grant or give any licence or consent to assign transfer sublet or otherwise dispose of any lease of the Mortgaged Property or any part thereof without the written consent of the Bank.
5. The Company shall not change the use or uses to which the Mortgaged Property is now put nor to apply for any consent or authorisation which is required in connection with such change of use without the Bank's prior consent.



NI051680

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

Pursuant to Article 409(3) of the
Companies (Northern Ireland) Order 1986

I HEREBY CERTIFY that a Mortgage or Charge dated
the TWENTIETH day of DECEMBER two-thousand and SEVEN and created by

THE AUCTION ROOMS LTD

for securing all moneys now due, or hereafter to become due,
or from time to time accruing due from the Company to

IIB BANK PLC

on any account whatsoever, was this day REGISTERED pursuant to
Part XIII of the Companies (Northern Ireland) Order 1986.

Given under my hand at Belfast, this the SECOND day of JANUARY two-
thousand and EIGHT

A handwritten signature in black ink that reads "Louise Hunter".

for the Registrar of
Companies for Northern Ireland