



Registration of a Charge

Company name: **SOLID FABRICATIONS LIMITED**

Company number: **NI073675**



X7IAROEZ

Received for Electronic Filing: **08/11/2018**

Details of Charge

Date of creation: **07/11/2018**

Charge code: **NI07 3675 0005**

Persons entitled: **NORTHERN BANK LIMITED**

Brief description: **ALL RIGHTS, INTERESTS AND BENEFITS IN AND TO THE AGREEMENT DESCRIBED IN THE FIRST SCHEDULE OF THE ATTACHED INSTRUMENT.**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLEAVER FULTON RANKIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI73675

Charge code: NI07 3675 0005

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 7th November 2018 and created by SOLID FABRICATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2018 .

Given at Companies House, Belfast on 8th November 2018

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**

SECURITY ASSIGNMENT

SOLID FABRICATIONS LIMITED a company registered in Northern Ireland with registration number NI073675 having its registered office address at Unit 18b Kilroot Business Park, Larne Road, Carrickfergus, Co Antrim, BT38 7PR (hereinafter called "the Assignor" which expression shall include its successors and assigns) in consideration of advances made, or to be made, to the Assignor by **NORTHERN BANK LIMITED** whose registered office is at Donegall Square West, Belfast BT1 6JS (hereinafter called "the Bank", which expression shall include its successors and assigns) and in order to secure all the Assignor's liabilities, present and future, to the Bank, either alone or jointly with others, and whether as Principal or Surety, the Assignor hereby as beneficial owner, assigns unto the Bank all rights, interests and benefits in and to the agreement described in the First Schedule hereto (the "Agreement"). And the Assignor undertakes and agrees during the continuance of this security to comply with the terms of the Agreement and any other document, arrangement or agreement affecting the Agreement. And the Assignor further undertakes not, unless the Bank agrees in writing, to amend, agree to change, terminate or discharge (except by performance) the Agreement or any other document, arrangement or agreement affecting the Agreement. And the Assignor further undertakes and agrees to pay to the Bank on demand all moneys hereby secured. And the Assignor hereby declares that this security shall be a continuing one and shall not be prejudiced by any settlement of account, or by any collateral or other securities being taken for any money owing to the Bank and the Bank shall be at liberty at any time as it may think fit to sue for and compel payment of all Bills and Notes, either from the Assignor or from any other party liable on same. Provided that at any time on payment of all moneys then due by the Assignor to the Bank the Bank shall at the request and expense of the Assignor re-assign the Agreement to the Assignor or as he/she shall direct. The restriction on consolidation of Mortgages contained in the Conveyancing Act, 1881, shall not apply to this security and words importing the singular shall where the context requires include the plural and vice versa.

The Assignor shall notify the counterparty to the Agreement listed in the First Schedule hereto of these presents by executing and delivering a notice of assignment in the form set out in the Second Schedule hereto. The Assignor shall use reasonable endeavours to ensure that the counterparty to the Agreement sends to the Bank and the Assignor an acknowledgement in the form set out in the Second Schedule hereto.

The Assignor

1. Undertakes and Agrees at all times hereafter to indemnify the Bank and keep it indemnified against all claims demands actions suits or other proceedings and all damages and expenses whatsoever which it may incur or be liable to at the suit of the counterparty to the Agreement described in the First Schedule.
2. For such time as the Assignor is in default of its obligations to the Bank, irrevocably authorises the Bank to make any payments and comply with any demands which may be claimed or made under the said Agreement and agrees that any payment which the Bank shall make shall be binding upon it and shall be accepted by it as conclusive evidence that the Bank were liable to make such payment or comply with such demand.
3. Irrevocably authorises the Bank to debit any account in the Assignor's name with any sums payable by it hereunder.

FIRST SCHEDULE

Agreement for the lease of premises at Trooperslane Industrial Estate, Carrickfergus dated 30 November 2016 between (1) Invest Northern Ireland and (2) the Assignor and any amendment, supplement or variation thereto, including without limitation any side letters issued by Invest Northern Ireland from time to time in respect of the Longstop Date (as defined therein)

SECOND SCHEDULE

Notice of Assignment to Invest Northern Ireland given by the Assignor

Invest Northern Ireland
Bedford Square
1 Bedford Street
Belfast

Dated 2018

Dear Sirs

We refer to an agreement for the lease of premises at Trooperslane Industrial Estate, Carrickfergus dated 30 November 2016 between (1) ourselves and (2) Invest Northern Ireland ("the Agreement") and to a security assignment dated 2018 ("the Security Assignment") entered into by (1) ourselves as Assignor and (2) Northern Bank Limited as Lender ("the Bank").

We give notice to you that, pursuant to the terms of the Security Assignment, we have assigned to the Bank by way of security all of our rights, title and interest and benefit in, and to, the Agreement.

In connection with the Security Assignment we hereby irrevocably and unconditionally instruct and authorise you, notwithstanding any previous instructions that we have given to you to the contrary:

1. to disclose to the Bank without any reference to all future authorities from us, without any enquiry by you as to the justification for such disclosure, such information relating to the Agreement as the Bank may, at any time and from time to time, request you to disclose to it; and
2. to comply with the terms of any written instructions received by you from the Bank relating to the Agreement, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.

The above instructions and authorisations shall remain in full force and effect until we and the Bank together give you notice in writing revoking them.

Please note that we have agreed that we will not amend or agree to change or terminate the Agreement without the prior written consent of the Bank.

This letter shall be governed by Northern Irish law.

Would you please acknowledge receipt of this letter and the acceptance of the instructions and authorisations contained in it by sending a letter addressed to the undersigned and to the Bank in the form attached hereto.

Yours faithfully

For and on behalf of
Solid Fabrications Limited

Acknowledgement of Notice of Assignment

To: Danske Bank, North Business Centre, 1-2 Broadway, Ballymena, BT43 6EA for the attention of Philip Smyth

Copy to Solid Fabrications Limited, Unit 18b Kilroot Business Park, Larne Road, Carrickfergus, Co Antrim, BT38 7PR for the attention of Marc Beattie

Dated: 2018

Dear Sirs

We acknowledge receipt of the letter a copy of which is attached hereto dated 2018 ("the Assignor Letter") and addressed to us by Solid Fabrications Limited (the "Assignor"). The expressions defined or used in the Assignor Letter shall, unless the context otherwise requires, have the same meanings in this letter.

In consideration of you, the Bank, agreeing to make funds available to the Assignor as referred to in the Security Assignment:

1. we accept the instructions and authorisations contained in the Assignor Letter and undertake to act in accordance and comply with the terms of it;
2. we confirm that there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement except those as agreed previously with the Bank;
3. we will not cancel, avoid, release or otherwise allow the Agreement to lapse without giving the Bank at least 3 months' prior written notice as agreed therein;
4. we have not, as at the date of this acknowledgement, received notice that the Assignor has assigned its rights under the Agreement to a third party, or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party;
5. the Bank will not in any circumstances have any liability in relation to the Agreement; and
6. the Agreement shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Bank.

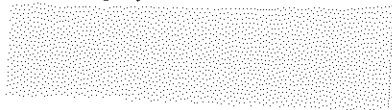
This letter shall be governed by Northern Irish law.

Yours faithfully

For and on behalf of
Invest Northern Ireland

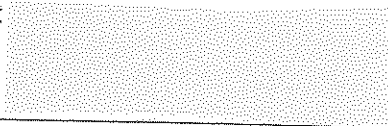
Dated this 7 day of November 2018

Executed and delivered as a deed by **SOLID FABRICATIONS LIMITED**
acting by



Director

in the presence of:



Witness

Name

Richard Patton

Address

22 Cromwell Street

Belfast

Occupation

Solicitor

Certified a true copy of the
original of which it purports to
be a copy.

Cleaver Fulton Rankin

Dated: 8/11/18

Cleaver Fulton Rankin Limited
Solicitors, Belfast