In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

Companies House — for the record —

COMPANIES HOUSE
FEE PAID
BELFAST

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 regis particulars of a charge for a Scott company To do this please use form MG01s

TUESDAY

JXWNTMFT*
JNI 10/08/2010 20
COMPANIES HOUSE

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by

1 Company details

Company number	N I 0 7 3 9 6 9
Company name in full	L&B (No 209) Limited (the Company)

2 Date of creation of charge

Date of creation	d 0 d 3 m 0 m 8 y 2 y 0 y 1 y 0

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	Debenture (fixed and floating charge) (the Debenture)

4 Amount secured

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

Amount secured	All present and future obligations and liabilities (including in respect of principal interest break costs discount commission fees and expenses) of the Company to the Chargee actual or contingent whether owed jointly or severally whether as principal or as surety or in any other capacity whatsoever and in any currency on any current or other account or otherwise in any manner whatsoever (the Secured Obligations) and any reference to Secured Obligations means a reference to any of them

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

10 AUG 2010
BELFAST

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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	Northern Bank Limited (the Chargee)
Address	Donegall Square West Belfast BT1 6JS
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

The Company as beneficial owner to the intent that the Charges contained in the Debenture will be a continuing security for the payment and discharge of the Secured Obligations

1 1 GRANTED and CONVEYED unto the Chargee ALL THAT AND THOSE whatever estate interest right or title which the Company may have in the freehold land hereditaments and premises specified in the Schedule together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon TO HOLD the same unto the Chargee in fee simple subject to the proviso for redemption contained in the Debenture

1 2 DEMISED unto the Chargee ALL THAT AND THOSE whatever estate interest right or title which the Company may have in the lands hereditaments and premises of leasehold tenure specified in the Schedule together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon TO HOLD the same unto the Chargee for the residues of the respective terms of years for which the Company now holds the same less the last three days thereof of each such term the subject for the proviso for redemption contained in the Debenture

1 3 CHARGED whatever estate interest right or title which the Company may have in all the property lands hereditaments and premises specified in the Schedule to the Debenture the ownership of which is registered in the Land Registry of Northern Ireland or is required to be so registered pursuant to the Land Registration (Northern Ireland) Act 1970 together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon with the payment and discharge to the Chargee of all monies and liabilities thereby agreed to be paid or discharged and ASSENTED to the registration of the charge as a burden on the said property

1 4 CHARGED as a first fixed charge unto the Chargee all other (if any) freehold and leasehold property of the Company now vested in it (whether or not registered) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon

Please see continuation sheets

In accordance with Section 860 of the Companies Act 2006

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1 5 CHARGED as a first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon other than leasehold property in respect of which the consent of the lessor is required for such charge

1 6 CHARGED by way of first fixed charge any present or future stocks shares debentures bonds warrants coupons or other securities and investments owned by the Company including without limitation those stocks shares debentures bonds warrants coupons or other securities specified in the Schedule (together the Securities) and any rights attaching and any dividend or interest paid or payable in relation to them and any rights monies or property accruing or offered at any time in relation to them by way of redemption substitution exchange or bonus under option rights or otherwise

1 7 CHARGED by way of first fixed charge the contracts agreements and licences specified in the Schedule and all right title and interest of the Company in those contracts agreements and licences

1 8 CHARGED as a first fixed charge all other plant machinery vehicles computers and office and other equipment of the Company both present and future (including stock in trade of the Company)

1 9 CHARGED as a first fixed charge all the Company s uncalled capital for the time being and the Company s present and future goodwill

1 10 CHARGED as a first fixed charge all of the Company s rights title interest and benefit in all Intellectual Property Rights including without limitation all computer software and licences and ancillary and connected rights relating to the intangible property both present and future of the Company

1 11 CHARGED by way of first fixed charge

1 11 1 all present and future book debts revenues and monetary claims now or at any time in the future due owing or incurred to the Company together with the benefit of all rights securities remedies and guarantees of any nature whatsoever now or at any time enjoyed or held by the Company in relation to those book debts revenues and monetary claims and

1 11 2 all the Company s rights title and interest in and to all other debts in and to which the Company has any right title or interest

1 12 The Company assigned absolutely by way of security the benefit of and its whole present and future rights under all leases licences and agreements specified in the Schedule and any other contracts or agreements to which it is or may at any time after the date of the Debenture be or become a party to (being Future Agreements) and the proceeds of all payments (to include rent) claims awards and other sums (including liquidated and ascertained damages) paid or payable to the Company under or in respect thereof and all the Company s present and future claims rights remedies and causes of action thereunder

Please see continuation sheets

In accordance w th Section 860 of the Companies Act 2006

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1 13 CHARGED by way of first floating charge the undertaking and all other assets and property of the Company whatsoever and wheresoever both present and future and the property and assets referred to in clauses 1 1 to 1 12 (if and in so far as the mortgages and/or charges thereon contained in the Debenture shall be ineffective as mortgages and/or fixed charges)

1 14 The Company attorned tenant to the Chargee of any part of the Specifically Charged Property at the yearly rent of £1 (if demanded) provided always that the Chargee may at any time without notice to the Company determine the tenancy thereby created and enter upon such Specifically Charged Property but so that neither the receipt of the said rent nor the said tenancy shall render the Chargee liable to account to any person as mortgagee in possession

2 CRYSTALLISATION OF FLOATING CHARGE

2 1 The Chargee may at any time (after demand has been made by the Chargee for the payment of the monies secured by this Debenture) by notice in writing to the Company convert the floating charge created by clause 1 13 above over the Other Assets into a fixed charge with immediate effect as regards any of the assets specified in the notice which the Chargee consider to be in danger of being seized or sold under any form of distress attachment execution diligence or other process levied or threatened or which may be or become in jeopardy or which have been made or may become the subject of an injunction or otherwise attached

2 2 Notwithstanding clause 2 1 and without prejudice to any rule of law which may have a similar effect the floating charge created by clause 1 13 above over the Other Assets will unless otherwise agreed in writing by the Chargee automatically and without notice from the Chargee to the Company be converted with immediate effect into a fixed charge in respect of any of the Other Assets subject to it

2 2 1 immediately prior to the time when any of the Other Assets subject to it become subject to any mortgage charge pledge lien assignment hypothecation security interest title retention flawed asset agreement preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment or to a disposition contrary to any of the provisions of this Debenture

2 2 2 if and when any person levies or notifies the Company that it or any other person intends to levy any distress execution sequestration or other process against those Other Assets

2 2 3 if and when the Company ceases to carry on business as a going concern

2 2 4 if any of the monies obligations and liabilities which are secured by the Debenture and which are now or shall for the time being be due owing or incurred to the Chargee by the Company whether solely or jointly with any other person and whether as principal or surety and including interest discount commission and other expenses computed and compounded from time to time become due and outstanding prior to their stated maturity

2 2 5 on the presentation of a petition for the compulsory winding up of the Company or a petition for the making of an administration order in relation to the Company or

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2 2 6 if any meeting of the directors or members of the Company is convened for the purposes of considering any resolution for its winding up or liquidation or for putting the Company into administration or insolvency or with a view to a composition assignment or arrangement with its creditors generally (or any class of its creditors) or any meeting is convened for the purposes of considering any event similar or analogous to the foregoing

3 GENERAL PROTECTION OF ASSETS

3 1 The Company shall not create or permit to subsist any mortgage charge pledge debenture lien (other than a lien arising in the ordinary and usual course of business by operation of law) or other encumbrance securing any obligation of any person (other than those (if any) specified in the Schedule to the Debenture) or any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect

3 2 The Company shall also at all times during the continuance of the security constituted by the Debenture

3 2 1 not without the previous consent in writing of the Chargee which consent shall not be unreasonably withheld remove or destroy any of the buildings plant machinery fixtures fittings vehicles computers and office and other equipment or any structure whatsoever now or in the future owned by the Company unless that property is worn out or rendered unfit for use or unless such removal or destruction shall be with a view immediately to replacing that property by other property of a more useful or convenient character and of at least equal value or utility

3 2 2 keep all buildings for the time being comprised in its undertaking property and assets and all plant machinery fixtures fittings vehicles computers and office and other equipment in upon or about the same and used for the purpose of or in connection with its business in such state of repair and in such working order and condition as from time to time it considers proper for the purpose of the efficient and economic carrying on of its business and permit the Chargee or any person as it may from time to time in writing for that purpose appoint to enter into and upon the said buildings to view their state and condition and of all such plant machinery and other property referred to in this clause 3 2 2 and promptly furnish the Chargee with all information as it may from time to time require regarding the location and physical state and condition of the Specifically Charged Property and the Other Assets

3 2 3 notify the Chargee in writing of all of the Company s Intellectual Property Rights upon written demand by the Chargee and make such applications and maintain such registrations to keep those registered Intellectual Property Rights which are material to the Company s business in force and to record the Company s interest in those Intellectual Property Rights take such steps at its own expense as are within its power (including without limitation the institution of legal proceedings) to prevent third parties infringing the Intellectual Property Rights and use its best endeavours to procure that any further Intellectual Property Rights licensed to it are freely assignable and chargeable to the Chargee

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3 2 4 if requested to do so by the Chargee from time to time make entries in any appropriate public register (in Northern Ireland or elsewhere) of the Company s Intellectual Property Rights which record the existence of the Debenture

3 2 5 in the event of a notice being served affecting the Specifically Charged Property or the Other Assets or any part of the Specifically Charged Property or the Other Assets or in the event of any proceedings being commenced affecting the Specifically Charged Property or the Other Assets in a matter of material importance immediately give full particulars of the notice or proceedings to the Chargee

3 2 6
(1) do observe and perform all its obligations and all matters and things necessary or expedient to be done observed and performed under or by virtue of every lease licence fee farm grant agreement or other instrument relating to its freehold and leasehold property and every other lease licence and agreement to which the Company is party so as to preserve protect and maintain all of the rights of the Company in them

(2) not suffer or permit any default for which any of the same may be terminated or as a result of which any party thereto may be relieved of any liability or obligation but on the contrary exercise and enforce from time to time all its rights and remedies

(3) if and when entitled to do so renew all such leases licences and agreements so long as the same have utility or commercial value and

(4) on the expiration of any such leases licences and agreements use its best endeavours to obtain new leases licences or agreements as the case may be on the most favourable terms available so long as the same have utility or commercial value

3 2 7
(1) not exercise the statutory powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Section 18 of the 1881 Act without the prior written consent of the Chargee such consent not to be unreasonably withheld

(2) not without such consent either in the purported exercise of the said statutory powers or otherwise grant or agree to grant or accept or agree to accept a surrender of any lease licence or tenancy of the Specifically Charged Property or any part of the Specifically Charged Property

(3) not part with possession or occupation of the Specifically Charged Property or any part of the Specifically Charged Property without the prior written consent of the Chargee and

(4) not cause any person to become a protected or statutory tenant of any of the Specifically Charged Property or any part of the Specifically Charged Property under the Business Tenancies (Northern Ireland) Order 1996 or the Rent (Northern Ireland) Order 1978 or the Private Tenancies (Northern Ireland) Order 2006

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3 2 8 comply in all material respects with the provisions of all present and future statutes and every notice order direction licence consent or permission given or made under those statutes (including without limitation all applicable Environmental Laws and Environmental Licences) and the requirements of any competent authority so far as any of the same shall relate to its assets or their user or anything done on the freehold and leasehold property comprised in the Specifically Charged Property and the Other Assets and use all freehold and leasehold property comprised in the Specifically Charged Property and the Other Assets only for purposes for the time being authorised as the permitted use or user thereof under or by virtue of the Planning Acts

3 2 9 not carry out any development within the meaning of the Planning Acts in or upon any such freehold or leasehold property without first obtaining such permission as may be required under or by virtue of the Planning Acts

3 2 10 (1) within seven days after the receipt of any notice or proposal for a notice or order or proposal for an order given issued or made to the Company by a planning authority under or by virtue of the Planning Acts in respect of any such freehold and leasehold property give full particulars of the notice proposal or order to the Chargee

(2) if so required by the Chargee produce the notice proposal or order

(3) without delay take all reasonable or necessary steps to comply with such notice or order and

(4) at the request of the Chargee make or join with the Chargee in making such application appeal or representations against or in respect of any proposal for such notice or order as the Chargee may deem expedient

3 2 11 pay or cause to be paid all rents taxes rates assessments impositions calls and outgoings whether governmental municipal or otherwise imposed upon or payable in respect of the Specifically Charged Property or Other Assets or any part of the Specifically Charged Property or Other Assets as and when the same become payable and also punctually pay and discharge or cause to be paid and discharged all debts and obligations to or in respect of persons employed by the Company which by law may have priority over the security created by the Debenture

3 2 12 use its best endeavours not to trade under conditions imposing reservation of title in favour of creditors and if such trading does occur immediately advise the Chargee of the terms of such trading including details of contract names of suppliers and amounts involved

3 2 13
(1) not without the prior written consent of the Chargee purport to charge sell assign factor transfer discount or otherwise dispose of or permit to subsist any charge or lien over the Debts or the Account or any interest in the Debts or the Account in favour of any other person

(2) save to the extent that the Chargee otherwise agrees in writing not withdraw or direct any payment of all or any monies (including interest) standing to the credit of the Account and

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(3) if called upon to do so by the Chargee execute a legal assignment of the Debts to the Chargee

3 2 14 not without the prior written consent of the Chargee permit or agree to any variation of the rights attaching to the Debts or any of them

3 2 15 not without the prior written consent of the Chargee release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the Debts save as expressly provided in this Debenture

3 2 16 at its own expense institute continue or defend all such proceedings in connection with the Debts as the Chargee may require

3 2 17 not carry on its business in relation to the Debts otherwise than as set out in clauses 3 2 13 to 3 2 17

3 2 18 duly and promptly pay all calls instalments or other monies which may from time to time become due in respect of any of the Securities it being acknowledged by the Company that the Chargee shall not in any circumstances incur any liability whatsoever in respect of any such calls instalments or other monies

3 2 19 forthwith upon the execution of the Debenture deposit with the Chargee all certificates or documents of title in respect of the Securities together with a duly executed instrument of transfer or an assignment (as appropriate) of the Securities in blank and it is agreed that the Chargee will be entitled at any time to have all or any of the Securities registered in the name of the Chargee or of such nominee as the Chargee may select

3 2 20 deliver or pay to the Chargee or procure that there are delivered or paid to the Chargee all stocks shares securities rights monies or other property accruing offered or issued at any time by way of bonus redemption exchange purchase substitution conversion preference option or otherwise in respect of any of the Securities or the certificates or other documents of title to or representing them together with an executed instrument of transfer or an assignment in blank and the Chargee is hereby authorised to arrange at any time and from time to time for any of the Securities to be registered in the name of the Chargee or such nominee as the Chargee may select and

3 2 21 not sell assign part with transfer lease license or otherwise dispose of the benefit of all or any of the Company s right title and interest in and to the Specifically Charged Property or the Other Assets or any part of them (save for sales of its stock in trade at not less than market value in the ordinary and usual course of its trading business and until such time as the floating charge created by clause 1 13 above has been converted into a fixed charge pursuant to clause 2 1 or clause 2 2 above or by operation of law) and not agree to or grant any option in respect of any of the foregoing

3 2 22 provide promptly any other information which the Chargee may reasonably require from the Company in respect of the activities financial condition assets and operations of the Company

Please see continuation sheets

In accordance with Section 860 of the Companies Act 2006

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Particulars of a mortgage or charge

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4 DEFINITIONS AND INTERPRETATION

4 1 In this Form the terms shall have the meaning set out below or the context otherwise requires

1881 Act means the Conveyancing and Law of Property Act 1881

1911 Act means the Conveyancing and Law of Property Act 1911

Business Day means a day (other than a Saturday or Sunday) on which banks are open for the conduct of their normal business in Belfast

Criminal Damage Claim means a claim made by or on behalf of the Company under the Criminal Damage Order in relation to damage caused to the Specifically Charged Property located in Northern Ireland after the date hereof

Criminal Damage Order means the Criminal Damage (Compensation) (Northern Ireland) Order 1977 (or any statutory successor scheme for the compensation of criminal damage to property for the time being in force)

Debts means all the book debts and other debts revenues claims and benefits referred to in clause 1 11

Dispute means any suit action proceedings and/or any dispute or difference which may arise out of or in connection with or which may relate in any way to this Debenture (including but not limited to any suit action proceedings dispute or difference relating to the formation interpretation or performance of the Debenture or any dispute or difference which may arise out of or in connection with or which may relate in any way to any non contractual obligations of any nature (including those to which Regulation (EC) No 864/2007 applies) between the parties or any of them and Disputes shall be construed accordingly

Environmental Laws means all laws and regulations and all codes of practice circulars and guidance notes issued by any competent authority or agency (whether in Northern Ireland or elsewhere and whether or not having the force of law) concerning the protection of the environment (or human health) including but not limited to the conservation of natural resources the control of noise the safety of the workplace the undertaking of any manufacturing or process the use of packaging the labelling or advertisement of any goods in relation to the effect on the environment of their production or use the production storage transportation treatment recycling or disposal of any waste or Hazardous Substance the preparation of audits or assessments in relation to any such matters or the liability of any person whether civil or criminal for any harm to human health damage to or pollution of the environment or the rectification of it

Environmental Licence means any permit licence authorisation consent or other approval required by any Environmental Law

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Hazardous Substance means all poisonous noxious hazardous infectious radioactive or polluting substances whether natural or artificial and whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any substance which may either alone or in combination be harmful to man to the life or health of any living organism to property or deleterious to the environment

Intellectual Property Rights means all present and future know how patents trade marks service marks designs business names topographical or similar rights trade names copyrights and other intellectual property rights and confidential information and any interests (including by way of licence) in any of the above (in each case whether registered (in Northern Ireland or elsewhere) or unregistered and including all applications of any such registration)

Other Assets means the property and assets referred to in clause 1 13

Planning Acts means the Town and County Planning Act 1990 the Planning Orders 1972 to 2003 the Planning (Hazardous Substances) Regulations (Northern Ireland) 1993 and the Planning and Compensation Act (Northern Ireland) 2001 and any regulations made thereunder as applicable

Securities has the meaning ascribed to it in clause 1 6

Secured Obligations means all present and future obligations and liabilities (including in respect of principal interest break costs discount commission fees and expenses) of the Company to the Chargee actual or contingent whether owed jointly or severally whether as principal or as surety or in any other capacity whatsoever and in any currency on any current or other account or otherwise in any manner whatsoever and any reference to Secured Obligations means a reference to any of them and

Specifically Charged Property means the property and assets referred to in clauses 1 1 to 1 12 inclusive

4 2 In this Form (except where the context otherwise requires)

4 2 1 a word or phrase the definition of which is contained in or referred to in the Companies Act 2006 has the meaning thereby attributed to it

4 2 2 the singular includes the plural and vice versa and any gender includes the other gender

4 2 3 words importing persons include natural persons firms partnerships companies corporations associations organisations governments states foundations and trusts (in each case whether or not having a separate legal personality)

4 2 4 use of any gender includes the other genders

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4 2 5 any reference to a statute statutory provision or subordinate legislation (legislation) is (unless the contrary is clearly stated) to be construed as a reference to legislation operative in Northern Ireland and is (except where the context otherwise requires) to be construed as referring to such legislation as amended and in force from time to time and to any legislation which re enacts or consolidates (with or without modification) any such legislation

4 2 6 save as otherwise provided in the Debenture any reference to a section clause paragraph sub clause sub paragraph or schedule is a reference to a section clause paragraph sub clause sub paragraph or schedule (as the case may be) of the Debenture

4 2 7 the index and headings are inserted for convenience only and are not to affect the construction of the Debenture

4 2 8 the Company and the Chargee or any other person shall be construed so as to include its successors in title permitted assigns and permitted transferees

4 2 9 a reference to any document includes that document as it has or may be amended varied assigned novated restated or supplemented from time to time

4 2 10 any reference to a legal term for any action remedy method of judicial proceeding legal document legal status court official or any legal concept or thing is in respect of any jurisdiction other than Northern Ireland to be deemed to include a reference to what most nearly approximates in that jurisdiction to the Northern Irish legal term and

4 2 11 any phrase introduced by the terms including include in particular' or any similar expression is to be construed as illustrative and shall not limit the sense of the words preceding those terms

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SCHEDULE

Freehold Unregistered

Blackmountain Quarry

Two parcels of unregistered land situated at Blackmountain Quarry Upper Springfield Road Hannahstown Belfast County Antrim shown coloured blue on the map attached hereto and labelled Plan 1 which lands are the subject of an application for first registration at the Land Registry and have been allocated the provisional Folio Number AN 171867 County Antrim

Kennedy Quarry

(1) The lands and premises comprised in and conveyed by a Conveyance dated 19th September 1986 and made between Kennedy Holdings (Coleraine) Limited (1) Northern Bank Limited (2) and Kennedy Quarries Limited (3) and therein described as FIRST ALL THAT plot of ground situate in the townland of Ardverness Parish of Macosquin Barony of Coleraine and County of Londonderry containing four acres one rood and seven hundred and forty square yards or thereabouts statute measure more particularly delineated and described on the map endorsed hereon and thereon coloured blue AND SECONDLY ALL THAT plot of ground situate in the townland of Ardverness Parish of Macosquin Barony of Coleraine and County of Londonderry containing one acre two roods five hundred and forty square yards or thereabouts statute measure more particularly delineated and described on the map endorsed hereon and thereon coloured yellow together with a full and free right of way at all times and for all purposes for the owners and occupiers for the time being of the premises herein first and secondly described over and along the right of way coloured orange on the said map which said lands and premises are the subject of an application for first registration at the Land Registry under application number 2010/252495 and allocated the provisional Folio Number LY 100736 County Londonderry

(2) The unregistered land situate at Kennedy Quarry Letterloan Road Coleraine Co Londonderry shown outlined in red on the map attached hereto and labelled Plan 2 which land is the subject of an application for first registration at the Land Registry under application number 2010/254571 and allocated the provisional Folio Number LY 99699 County Londonderry

Leasehold Unregistered Land
None

Registered Land

Cam Quarry
Folios 19651 22323 23769 and LY 14690 all County Londonderry

Ballystockart Quarry
Folios 4888 4889 29356 36729 8038 DN 106716 and DN 168434L all County Down together with the unregistered freehold lands referred to above

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Blackmountain Quarry
Folios 32127 30467 AN 49085 26769 18190 18191 AN 37755 31813 AN 171867 all County Antrim

Whitemountain Quarry
Folios 377 378 1450 2233 3425 AN 13256 24790 22891 AN 24032 24969 27457 all County Antrim

Temple Quarry
Folios 41074 43572 DN 2645 9334 5923 5922 6125 5924 36006 9330 DN 41013 all County Down

Mullaghglass Quarry
Folios 30579 AN 31466 32411 AN 95503 all County Antrim

Kennedy Quarry
Folios 23054 23097 4318 23055 23235 23042 LY 12689 18734 18736 20265 LY 4399 LY 99699 and LY 100736 County Londonderry together with the unregistered freehold lands referred to above

Shares
81 001 Ordinary Shares of £1 each in Lagan Holdings Limited
81 001 Ordinary Shares of £1 each in Alpha Resource Management Limited
100 Ordinary Shares of £1 each in Whitemountain Quarries Limited
81 001 Ordinary Shares of £1 each in Lagan Construction Limited
100 Ordinary Shares of £1each in Lagan International Limited
2 Ordinary Shares of £1each in Lagan Bitumen Limited
81 001Ordinary Shares of £1 each in Lagan Cement Group Limited
81 001Ordinary Shares of £1 each in Lagan Homes Limited
81 001Ordinary Shares of £1 each in Kingscourt Bricks Limited
20 000 Shares of 10 euro each in J&L Shipping S L

Contracts

An agreement to transfer the business and assets of Alpha Resource Management Limited dated on or about the date hereof between Alpha Resource Management Limited and L&B (No 209) Limited

An agreement to transfer the business and assets of Whitemountain Quarries Limited dated on or about the date hereof between Whitemountain Quarries Limited and L&B (No 209) Limited

An agreement to transfer the business and assets of Lagan Bitumen (Northern Ireland) dated on or about the date hereof between Lagan Holdings Limited and L&B (No 209) Limited

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A reconstruction agreement to be entered into between (1) L&B (No 209) Limited (2) Michael Lagan (3) Kevin Lagan (4) L&B (No 208) Limited (5) Eaglepass Limited and (6) Kilcarn Limited

A deed of appointment of agent dated on or about the date hereof between L&B (No 209) Limited and Alpha Resource Management Limited

A deed of appointment of agent dated on or about the date hereof between L&B (No 209) Limited and Whitemountain Quarries Limited

A share exchange agreement dated on or about the date hereof between (1) Michael Lagan (2) Kevin Lagan and (3) L&B (No 209) Limited in respect of shares in Lagan Holdings Limited Lagan Cement Group Limited Kingscourt Brick Limited and Lagan Homes Limited

Intellectual Property Rights

None

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

Nil

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 866)

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 870) 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

Sig

X Deborat Archer c/o Ae L Goodbody X

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

[illegible]

MG01
Particulars of a mortgage or charge

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

C ta Deborah Archer

C p y A&L Goodbody Northern Ireland

Addres 6th Floor Lesley Tower

42 46 Fountain Street

Po ow Belfast

C y Reg Antrim

P cod B T 1 5 E F

C tr Northern Ireland

DX 2016 NR Belfast 2

Tel ph 02890 314466

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO NI73969
CHARGE NO 1

THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND HEREBY CERTIFIES THAT A DEBENTURE (FIXED AND FLOATING CHARGE) DATED 3 AUGUST 2010 AND CREATED BY L&B (NO 209) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NORTHERN BANK LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 10 AUGUST 2010

GIVEN AT COMPANIES HOUSE, BELFAST THE 11 AUGUST 2010

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR NORTHERN IRELAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES