

# MG01

## Particulars of a mortgage or charge



243949/13

**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 register  
particulars of a charge for a  
company. To do this, please use  
form MG01s

WEDNESDAY



A16 10/02/2010 165  
COMPANIES HOUSE

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### Company details

Company number

0 3 5 1 4 7 5 4

Company name in full

Instone International Limited (the "Pledgor")

For official use



**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

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### Date of creation of charge

Date of creation

d 0 d 1 m 0 m 2 y 2 y 0 y 1 y 0

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### Description

Description

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

Omnibus Security Agreement (the "Agreement")

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### Amount secured

Amount secured

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

The amount secured by the Agreement is all present  
and future obligations and liabilities (whether  
actual or contingent and whether owned jointly or  
severally or in any other capacity whatsoever) of  
each Obligor and each grantor of Security to the  
Secured Parties (or any of them) under each or any  
of the Finance Documents together with all costs,  
charges and expenses incurred by any Secured Party  
in connection with the protection or enforcement of  
its respective rights under the Finance Documents  
or any other document evidencing any such  
liabilities (the "Secured Obligations")

Capitalised terms used in this form are defined in  
the Appendix to this form

**Continuation page**

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

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## Particulars of a mortgage or charge

### 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	Lloyds TSB Bank plc (the "Security Trustee")
Address	(as further defined in the Appendix to this form) 25 Gresham Street, London
Postcode	E C 2 V 7 H N
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

As security for the timely payment, discharge, observance and performance, to the extent of Two Million Pounds Sterling (£2,000,000 00), of the Guaranty and Indemnity Obligations, and subject to the terms and conditions set out in Section 2 of the Agreement, the Pledgor pursuant to the Agreement transfers, assigns, sets over and delivers, by way of first pledge to the Security Trustee, the Instone Shares

**Note: Negative Pledge**

Under clause 2 03(d) of the Agreement, the Pledgor will not, during the validity and effectivity of the Agreement, sell, convey, transfer, assign or otherwise dispose of, or pledge or mortgage the Instone Shares to any other person

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### 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

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### 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)


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### Signature

Please sign the form here

Signature

Signature

X  X

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

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## 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.

Contact name Joe Frew

Company name Eversheds LLP

Address Eversheds House

70 Great Bridgewater Street

Post town Manchester

County/Region

Postcode M 1 S E S

Country

DX 14344 Manchester

Telephone 0845 497 8162



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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

#### APPENDIX

#### Definitions applicable to this form

In this Form MG01 the following definitions apply -

"Guaranty and Indemnity Obligations" means IPI has

- (i) agreed to guarantee to each Finance Party the punctual performance by each Obligor of the Secured Obligations,
- (ii) undertaken with each Finance Party, in the event that any of the Obligors do not pay any amount when due under or in connection with the Secured Obligations, to immediately on demand pay that amount as if it was the principal obligor, and
- (iii) undertaken to indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any of the Secured Obligations is or become unenforceable, invalid or illegal,

pursuant to the Senior Facilities Agreement which IPI acceded to by way of a deed of accession dated 01 February 2010

"Instone Shares" means the Pledgor's shares of stock in IPI, consisting of Twenty Million (20,000,000) shares with a par value of One Peso (Php1 00) per share and represented by stock certificate nos 34, 38, 51, 62, 64, 66, 67, 68, 71, 72, 73, 74, 75, 76 and 77

"IPI" means Instone Philippines, Inc

"Obligor" and "Obligors" means those parties defined as such under Clause 1.1 of the Senior Facilities Agreement

"Secured Parties" means those parties defined as such under Clause 1.1 of the Senior Facilities Agreement

"Security Trustee" means Lloyds TSB Bank plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Finance Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity in accordance with the Finance Documents

"Senior Facilities Agreement" means a senior multicurrency term and revolving facilities agreement originally dated July 24 2008 and amended and restated on May 15 2009 and as further amended from time to time

"Transaction Security Documents" means those documents defined as such under Clause 1.1 of the Senior Facilities Agreement



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3514754  
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN OMNIBUS SECURITY  
AGREEMENT DATED 1 FEBRUARY 2010 AND CREATED BY  
INSTONE INTERNATIONAL LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR AND  
EACH GRANTOR OF SECURITY TO THE SECURED PARTIES (OR  
ANY OF THEM) 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  
10 FEBRUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY  
2010

DX/DJ



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES