



Registration of a Charge

Company name: **SPH 2011 Limited**

Company number: **07488898**



X66N9IIJ

Received for Electronic Filing: **17/05/2017**

Details of Charge

Date of creation: **02/05/2017**

Charge code: **0748 8898 0008**

Persons entitled: **CITIBANK, N.A., LONDON BRANCH**

Brief description:

Contains fixed charge(s).

Contains floating 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:

ANDREW EVANS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7488898

Charge code: 0748 8898 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2017 and created by SPH 2011 Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2017 .

Given at Companies House, Cardiff on 18th May 2017

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**

Collateral Agreement

(for corporations, trusts, partnerships and other organisations)

1. The undersigned (the "**Chargor**") hereby agrees to be bound by the terms and conditions of the Collateral Agreement constituted by the Banking & Investment Services Terms of Citibank, N.A., London Branch ("**Citibank**") (including, but without limitation, the Credit Services section thereof) (as amended from time to time) (the "**BIST**"), which forms part of and is incorporated into this Agreement. Terms defined in the BIST have, unless expressly defined in this Agreement, the same meanings when used in this Agreement. References in this Agreement to sections or sub-sections refer to sections or sub-sections of the BIST unless otherwise specified.

The Chorgor understands that in the case of a corporation it may be necessary to deliver this Agreement and the BIST to the UK Registrar of Companies pursuant to the UK Companies Act 2006 (as amended or re-enacted from time to time) and any equivalent Registrar of Companies in the Chorgor's jurisdiction of incorporation and the Chorgor agrees that this Agreement and the BIST may be sent to such Registrars of Companies so that the relevant particulars may be entered in the Register of Charges of the Chorgor, which is open to public inspection, and the Chorgor hereby waives any rights which it may at any time have against Citibank in respect of any duty of confidentiality owed to the Chorgor by Citibank with respect to any confidential information contained in this Agreement and/or the BIST which is so disclosed.

2. With effect from the date of this Agreement and for the purposes of this Agreement, the BIST shall be amended and supplemented by deleting the sub-section entitled "**Charge**" in the Credit Services section of the BIST in its entirety and substituting therefore the following:

"Charge

By entering into a Collateral Agreement you agree to be bound by all the terms of this section and, by doing so, you give us with full title guarantee as continuing security:

- (a) a first fixed charge over all of the Assets;
- (b) an assignment of all your rights ("**Rights**") relating to the Securities which you may have now or in the future against any other Citi Organisation or any third party, including, without limitation, any right to delivery of a security of the appropriate description which arises in connection with (i) any Securities being transferred to a clearance system or financial intermediary or (ii) any interest in or to any Securities being acquired while such Securities are in a clearance system or held through a financial intermediary; and
- (c) (to the extent that they are not effectively charged by way of fixed charge under (a) above or assigned under (b) above) a first floating charge over the Assets and Rights for the payment and the discharge of all of the Debts owed to us or to any Citi Organisation. You agree to execute and deliver to us on demand all documents and make any payments as we may require, and do anything we consider necessary or expedient in this connection. Where any of the Securities or any other Asset is held by any clearance system or under the laws of another jurisdiction, you agree that we may register this security interest in any register held in any country where the security interest is to be made effective or the Securities or the Asset held. You will on our demand take whatever action may be necessary, including executing such documentation as required by the clearance system or laws of the country concerned, to establish a legal mortgage, equitable mortgage, charge, pledge or lien or whatever other charge or security arrangement is required under the relevant laws, in order to perfect this first priority security interest.

If we take physical possession of any Asset, this will operate as a pledge over such Asset, and not simply as our holding of such Asset on your behalf in safekeeping as your attorney."

3. Subject to the provisions of this Agreement, the BIST shall remain in full force and effect and shall be read and construed as one document with this Agreement.

Base#		Doc Type		Date		Orig		Copy		Fax		Comments	
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IN WITNESS WHEREOF THIS COLLATERAL AGREEMENT IS SIGNED OR EXECUTED AND DELIVERED AS A DEED BY OR ON BEHALF OF:

SPH 2011 Limited being (where the Chargor is not an individual) a corporation, trust,
(insert Chargor name)

partnership or other organisation existing under the laws of: England and Wales
(insert country of incorporation, establishment or organisation)

ON 2nd May 2017
(insert date)

BY [Redacted Signature]
1
X
Signature

Andrew Fish
Print full name

Director
Title (director, secretary, partner or other officer)

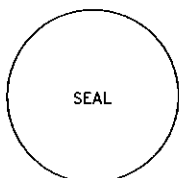
3
X
Signature

Print full name

Title (director, secretary, partner or other officer)

Seal of the Organisation

If the organisation has a seal or stamp, please affix here:



[Redacted Signature]
2
X
Signature

Alex Clare
Print full name

Director
Title (director, secretary, partner or other officer)

4
X
Signature

Print full name

Title (director, secretary, partner or other officer)

THIS DEED WAS SIGNED IN THE PRESENCE OF:

(Not required for companies when a seal has been affixed in the presence of two officers signing above)

Signature: [Redacted Signature]

Name of Witness: Amanda Standish

Address: [Redacted Address]

Citibank N.A., London Branch (registered branch number BR001018), Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, is authorised and regulated by the Office of the Comptroller of the Currency (USA) and authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. The contact number for Citibank N.A., London Branch is +44 (0)20 7508 8000.

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