

200130 £13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

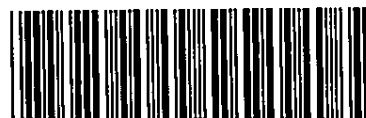
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR02

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form
scanned and placed on the public record



A08 *A3E9G0YW* 14/08/2014 #286
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 7 4 8 8 8 9 8

Company name in full SPH 2011 LIMITED

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 3 0 8 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Barclays Bank PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

None

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

MR01
Particulars of a charge

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature


X  X


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

BARCLAYS BANK PLC
BARCLAYS HOUSE
VICTORIA STREET
DOUGLAS, IOM
IM99 1AJ

MR01


Particulars of a charge


	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Umayal Lakshmanaana
Company name	Barclays Private Clients International
Collateral Registration and Perfection	
Address	PO Box 26, 2nd Floor, Barclays House
	Victoria Street
Post town	Douglas
County/Region	Isle of Man
Postcode	I M 9 9 1 A J
Country	
DX	
Telephone	


	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	
<input checked="" type="checkbox"/>	The company name and number match the information held on the public Register
<input checked="" type="checkbox"/>	You have included a certified copy of the instrument with this form
<input checked="" type="checkbox"/>	You have entered the date on which the charge was created
<input checked="" type="checkbox"/>	You have shown the names of persons entitled to the charge
<input checked="" type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input checked="" type="checkbox"/>	You have given a description in Section 4, if appropriate
<input checked="" type="checkbox"/>	You have signed the form
<input checked="" type="checkbox"/>	You have enclosed the correct fee
<input checked="" type="checkbox"/>	Please do not send the original instrument, it must be a certified copy

	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 filed on paper	
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

MR01 - continuation page

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7488898

Charge code: 0748 8898 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th August 2014 and created by SPH 2011 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2014.

P

Given at Companies House, Cardiff on 21st August 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



CLIENT SECURITY AGREEMENT
(certain monies / assets)

London Portfolios

**I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL**

SIGNED  M210

BARCLAYS BANK PLC
BARCLAYS HOUSE
VICTORIA STREET
DOUGLAS, KOM
BM20 1AJ

CLIENT SECURITY AGREEMENT

By entering into this Client Security Agreement you create security in our favour over certain assets you hold with us to support the liabilities you owe to us pursuant to the Facility Letter. For details on when and how this Client Security Agreement will be released please refer to the paragraph called "Release".

If you do not understand your obligations under this Client Security Agreement please ask your lawyer to explain it to you

We and you agree that we and you both intend that this Client Security Agreement takes effect as a deed even though one or both of you or us may only execute this Client Security Agreement by way of a signature.

In this Client Security Agreement, "we", "us" and "our" refers to Barclays Bank PLC, and "you", "your" and "yours" refers to SPH 2011 Limited, and such references include their respective successors.

EXPLANATION OF SOME LEGAL TERMS USED IN THIS CLIENT SECURITY AGREEMENT

This Client Security Agreement contains a number of legal terms. It is important that we use these terms because they have a special meaning under the law. However, we explain below the meaning of those terms.

mortgage means that you transfer ownership of property to us to secure your obligation to pay us money. If you fail to pay us, we can sell your property. Once you repay that money, we will transfer the property back to you.

charge means that you give us rights in property to secure your obligation to pay us money. Once you repay that money, we will release our rights to the property. These rights give us the right to sell your property if you fail to pay us. A charge may be a **fixed charge** or a **floating charge**. If a charge is a fixed charge, you have no right to deal with the property without our consent. If a charge is a floating charge, you have the right to deal with the property until we give you notice, or the floating charge automatically becomes a fixed charge.

pledge means we take possession of your property to secure your obligation to pay us money. We will keep the property until you repay that money.

lien means we are entitled to retain possession of property that we hold for you to secure your obligation to pay us money. We will only release the property when you repay that money.

receiver means a person who we may appoint to enforce the Security under this Client Security Agreement on our behalf.

power of attorney means that you appoint us as your representative to do certain things. Our actions as attorney for you will be binding on you. Under this Client Security Agreement, you appoint us as your attorney to do things which you would otherwise be required to do under this Client Security Agreement.

insolvency means you are unable to pay your debts as they fall due.

THIS CLIENT SECURITY AGREEMENT is made on 13 August 2014

BETWEEN

SPH 2011 Limited (Company Number 7488898) of Welton Grange, Welton, Brough, East Yorkshire, HU15 1NB, and

Barclays Bank PLC (Company Number 01026167) of 1 Churchill Place, London E14 5HP

In consideration of us giving or continuing to give time, credit and/or banking facilities and accommodation to you, you with full title guarantee enter into this Client Security Agreement

IT IS AGREED as follows

1. Promise to Pay

- (a) In support of the Security created by this Client Security Agreement, and as an independent obligation, you agree to pay or discharge promptly when we ask you all of the Secured Obligations when, and in the manner, they are due
- (b) You acknowledge that the amount secured by this Client Security Agreement is the full amount of the Secured Obligations

2. Creation of Security

2.1 Mortgage

You mortgage in our favour any shares forming part of the Investments on the date of this Client Security Agreement

2.2 Fixed charges

You charge in our favour by way of first fixed charge all your rights in

- (a) the Investments (to the extent they have not been mortgaged under paragraph 2.1 (*Mortgage*)), and
- (b) the Accounts

2.3 Floating charge

You charge in our favour by way of first floating charge the Security Assets, to the extent not mortgaged under paragraph 2.1 (*Mortgage*) or charged under paragraph 2.2 (*Fixed charges*)

3. Conversion of Floating Charge

3.1 Conversion by notice

We may immediately convert the floating charge created under paragraph 2.3 (*Floating charge*) into a fixed charge in relation to any Security Assets if

- (a) an Enforcement Event has occurred, or
- (b) we consider any Security Asset subject to such floating charge to be in jeopardy, or

- (c) we consider that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Portfolio Security

If we have done this we will inform you in writing

3.2 Automatic conversion

The floating charge created under paragraph 2.3 (*Floating charge*) will automatically and immediately be converted into a fixed charge over all of the Security Assets not already subject to an effective fixed charge

- (a) if you take any step to create any Security in breach of paragraph 6 (*Restriction on dealings*) over any of the Security Assets subject to such floating charge, or
- (b) if any person attempts to take control of any of the Security Assets subject to such floating charge, or
- (c) on the occurrence of an event of default under the Facility Letter or a demand for repayment

3.3 Reconversion to floating charge

We may reconvert any floating charge which has crystallised into a fixed charge back into a floating charge. We will inform you in writing whenever we have done this

4 Release

If all of the Secured Obligations have been paid or discharged, and you ask us to, we will release our rights in the Security Assets. We may charge you for the reasonable costs we incur in doing this

This release is not effective in the circumstances described in paragraph 5(b) (*Provisions relating to the Portfolio Security*) or if an event of default under the Facility Letter has occurred and is continuing

5. Provisions Relating to the Portfolio Security

- (a) The Portfolio Security
 - (i) is created in our favour,
 - (ii) is created over your present and future assets, and
 - (iii) is a continuing Security for the payment or discharge of all of the Secured Obligations. This means that the Portfolio Security extends to the ultimate balance of the Secured Obligations regardless of any amounts actually paid to us
- (b) If we consider that an amount paid to us is capable of being set aside under law, then we may treat such amount as having not been paid and the Portfolio Security and your liability under this Client Security Agreement will continue in respect of that amount

6. Restriction on dealings

You may not

- (a) create any Security (other than the Portfolio Security) on any of the Security Assets or allow any Security to continue, or

- (b) dispose in any way all or any part of your rights to the Security Assets,
unless we allow you to do so

7 Representations

7.1 Representations

You represent to us as follows

(a) Investments

~~(i) The investments which you intend to create Security over are duly authorised, validly issued and fully paid~~ 

(ii) You have not nominated any person to enjoy or exercise any right relating to the investments

(b) Security Assets

(i) You are the absolute owner of the assets you intend to create Security over under this Client Security Agreement. This does not apply to any investments registered in the name of your nominee or in our name (or that of our nominee)

(ii) You have not created Security over any of the assets you intend to create Security over under this Client Security Agreement and you have not disposed of those assets

7.2 Times for making representations

The representations set out in paragraph 7.1 (*Representations*)

- (a) are made by you on the date of this Client Security Agreement, and
- (b) you are deemed to repeat them on each date prior to the Final Discharge Date that any fees specified in the Facility Letter under the heading Fees are due and payable,

in each case by reference to the circumstances existing at that time

8 Accounts

8.1 Exercise of rights

- (a) Following the occurrence of an Enforcement Event, you are not entitled to transfer any asset from any Account unless we allow you to do so in writing
- (b) We may transfer or set off any or all money or any other asset or right in any Account in or towards payment or other satisfaction of all or part of the Secured Obligations. We do not have to give you notice in advance if we do this, but we will try to do so if the circumstances allow

9. Investments

9.1 Voting Power

- (a) Unless we tell you otherwise, you may continue to exercise voting rights in respect of your Investments. If the Investments have been registered in our name (or that of our nominee),

we (or our nominee) will exercise the voting rights in accordance with your written instructions

- (b) You must not exercise any of your voting rights in respect of your Investments (or direct us (or our nominee) to exercise such voting rights) in any manner which could reasonably be expected to adversely affect our interests
- (c) After we have enforced our Security in relation to any Investment, we may exercise any voting rights in any way we think fit, without any further consent from you. Where necessary, you appoint us as your proxy in order for us to exercise any voting rights
- (d) Until we give you notice that we have enforced our Security over any Investment, you agree that we do not have voting power for the purposes of section 435(10) of the Insolvency Act 1986 in respect of any Investment. That provision provides that a person may be associated with a company for the purposes of the Insolvency Act 1986 if it has voting power in relation to the company. As you may exercise voting rights in relation to an Investment until we enforce our Security, you have voting power in respect of the Investments until such time

9.2 Other Undertakings

- (a) Prior to the occurrence of an Enforcement Event, you may receive and retain all income paid in relation to the Investments
- (b) You must not nominate any person, other than us (or our nominee), to enjoy or exercise any right relating to any of the Investments
- (c) You will pay when due all payments that may be or become due in respect of any of the Investments. If you fail to pay such amounts we may make such payment on your behalf. If we make such a payment you must refund us when we ask you

10. Enforcement of Portfolio Security

10.1 Timing and manner of enforcement

- (a) We may enforce the Portfolio Security
 - (i) upon the occurrence of an Enforcement Event, or
 - (ii) if you ask us to exercise any of our powers under this Client Security Agreement, or
 - (iii) on the appointment of a Receiver
- (b) Upon enforcement we may in our absolute discretion enforce all or any part of the Portfolio Security in any manner we see fit
- (c) We will not be liable to you for any loss arising from the way in which we enforce the Portfolio Security

10.2 General

- (a) As a person with Security over your assets, we have certain rights by law to deal with your property, including to sell it if you default. These rights are set out in more detail in the Law of Property Act 1925, and include the right to sell your property on your default, insure your property and to appoint a receiver. We have these powers from the date of this Client

Security Agreement, and, in order to qualify for these powers, the Secured Obligations will be deemed to be due and payable from the date of this Client Security Agreement

- (b) We are excluding the rules in Section 103 of the Law of Property Act 1925. These rules contain restrictions on our power to sell your assets following your default. We are excluding these restrictions because it is common for persons taking Security to do so and because they are impractical and prevent us acting quickly to protect our position following your default.

10.3 Contingencies

If we enforce the Portfolio Security at a time when there are no Secured Obligations which are payable but at a time when amounts may be payable in the future, we (or a Receiver) may pay the proceeds of enforcement into suspense accounts.

10.4 Protection of third parties

- (a) If we deal with third parties in enforcing the Portfolio Security, those persons do not need to enquire
 - (i) whether the Secured Obligations have become payable,
 - (ii) whether any power which we or a Receiver may purport to exercise has become exercisable or is being properly exercised,
 - (iii) whether any amount remains due under the Secured Obligations, or
 - (iv) how any money paid to us or to a Receiver is to be applied.
- (b) If we or a Receiver receive any monies from any person such receipt will be a good discharge of that person's obligations. They do not need to be concerned with how we or a Receiver apply the monies.

10.5 Right of appropriation

The Financial Collateral Arrangements (No 2) Regulations 2003 (*FCARs*) apply to Security given by companies over certain financial instruments. Where the FCARs apply to Security, legal rules on the taking, registration and enforcement of Security do not apply. The FCARs also give Security takers rights in addition to those they would otherwise have under law.

To the extent that any of the Security Assets constitute "financial collateral" and this Client Security Agreement and your obligations under it constitute a "security financial collateral arrangement" (in each case, as defined in the FCARs), we have the right to take without notice to you (on one or more occasions) all or any part of such financial collateral to settle the Secured Obligations.

Because we are transferring these assets to our self, it is important that there is a transparent method for their valuation. For this purpose, the value of the financial collateral taken by us will be

- (a) in the case of cash, the amount standing to the credit of each Account together with any accrued interest at the time we exercise our rights, and
- (b) in the case of the Investments, the market price of such Investments as determined by us in a commercially reasonable manner (which may include reference to a public index or independent valuation).

11. Receiver

11.1 Appointment of Receivers

- (a) We may without notice to you appoint one or more persons to be a Receiver
 - (i) if requested by you,
 - (ii) upon the occurrence of an Enforcement Event
- (b) If we appoint more than one person as Receiver, we may give those persons power to act together or separately

11.2 Removal of Receivers

We may remove any Receiver and appoint a new Receiver

11.3 Agent of Chargor

Any Receiver will be your agent. This means you are responsible for its actions. We will not incur any liability for a Receiver's actions.

11.4 Remuneration

We will determine the remuneration of any Receiver. We will not be subject to any maximum rate imposed by any law (including under the Law of Property Act 1925).

11.5 Powers of Receivers

Any Receiver appointed by us will have the rights, powers and discretions conferred on Receivers by the Law of Property Act 1925.

12. Delegation of Rights

- (a) We or any Receiver may delegate any right under this Client Security Agreement to any person, on such terms as we or they think fit.
- (b) Neither we nor any Receiver will be in any way liable to you for any loss or liability arising from any act or omission on the part of any delegate.
- (c) References in this Client Security Agreement to us or a Receiver include references to any delegate under this paragraph.

13. Preservation of Security

13.1 Reinstatement

- (a) If any payment by you or any release by us is avoided or reduced as a result of insolvency or any similar event
 - (i) your liability and the relevant Security will continue as if the payment or release had not occurred, and
 - (ii) we will be entitled to recover the value or amount of that Security or payment from you, as if the payment or release had not occurred.

- (b) We may settle any claim that any payment or Security can be avoided

13.2 Waiver of defences

None of your obligations under this Client Security Agreement will be affected by anything which would otherwise reduce, release, prejudice or provide a defence to any of those obligations. Your obligations are absolute until paid or discharged in accordance with this Client Security Agreement.

13.3 Immediate recourse

You waive any right you may have of requiring us to enforce our rights against any person before enforcing against you. This waiver applies irrespective of any law or any provision of the Facility Letter to the contrary.

13.4 Appropriations

On and after the occurrence of an Enforcement Event and until you have satisfied all your obligations we may

- (a) refrain from enforcing any rights we have against you other than under this Client Security Agreement, and
- (b) hold any monies received from you under this Client Security Agreement in an interest-bearing suspense account.

13.5 Additional security/non-merger

The Portfolio Security is in addition to and will not be affected by any other Security held by us or on our behalf in respect of any amount due by you to us.

13.6 New accounts and ruling off

- (a) If you grant further Security in relation to a Security Asset we may open a new account in your name. If we do not actually open a new account, in such circumstances we will be deemed to have done so.
- (b) No monies paid into any account (whether new or continuing) after the occurrence of any circumstances referred to in paragraph (a) will reduce or discharge the Secured Obligations.

14. Further Assurances You Give Us

You must, at your own expense, take whatever action we or a Receiver may require for

- (a) creating, perfecting or protecting the Portfolio Security,
- (b) realising any Security Asset,
- (c) exercising any of our rights or any rights of a Receiver in respect of any Security Asset.

15. Power of Attorney

15.1 Appointment

- (a) As security for your obligations under this Client Security Agreement, you permanently appoint us and each Receiver separately as your attorney

- (i) prior to the occurrence of an Enforcement Event, to do anything which you are obliged to do under this Client Security Agreement but have not done,
 - (ii) on and after the occurrence of an Enforcement Event, to do anything which you are obliged to do under this Client Security Agreement, and
 - (iii) to exercise any of the rights we or any Receiver have in relation to the Security Assets
- (b) We may appoint a different attorney in our place and may exercise our rights as attorney in the manner we think fit
- (c) The power of attorney contained in paragraph (a) will continue after our exercise of any right under paragraph 10.5 (*Right of appropriation*)

15.2 Ratification

You ratify and will ratify all acts of an attorney appointed under this Client Security Agreement.

16. Application of Proceeds of Enforcement

We may apply any money we receive under this Client Security Agreement to discharge the Secured Obligations in the manner we see fit

Receivers have the same discretion, and will not be subject to any restriction on this discretion imposed by a law (including under the Law of Property Act 1925)

17. Expenses and Other Amounts You May Owe Us

You must reimburse us and any person appointed by us under this Client Security Agreement, for all costs and expenses (including value added tax or other similar tax) properly incurred by such person in connection with exercising rights under this Client Security Agreement or any documents required under this Client Security Agreement. Any such person who is not a party to this Client Security Agreement may enforce this paragraph 17

18. Changes to Parties

We may at any time transfer all or any part of our rights under this Client Security Agreement to any person who replaces us under the Facility Letter

19. Notice

This Client Security Agreement is notice to you of the Security created by this Client Security Agreement

20. Severability

If any provision is or becomes invalid, unenforceable or contrary to applicable laws, it will be given no effect and will be deemed not to be included in this Client Security Agreement. This will not invalidate any of the remaining provisions

21. Notices

Please refer to the Barclays Terms (Wealth and Investment Management)

22 Counterparts

This Client Security Agreement may be executed in any number of counterpart documents (meaning that you and we may sign on different full copies of this document) Each separate counterpart document is an original, but together constitute one and the same instrument Delivery of a counterpart of this Client Security Agreement by email will be effective

23 Third Party Rights

- (a) Except as otherwise expressly provided in this Client Security Agreement, the terms of this Client Security Agreement may be enforced only by a party to it
- (b) No consent of a third party is required for any termination or amendment of this Client Security Agreement

24 Governing Law and Enforcement

You and we agree that this Client Security Agreement and any non-contractual obligations arising out of or in relation to this Client Security Agreement are governed by the laws of England and Wales You and we agree that only the courts of England and Wales will resolve disputes between you and us

25 Interpretation and Definitions

25.1 Definitions

Words which are capitalised in this Client Security Agreement have a special meaning

Account means the accounts and portfolios in respect of money or Investments you have with us listed in Schedule 1 and all Related Rights

Enforcement Event means failure by you to pay any amount under or in connection with the Facility Letter when we demand it or to perform any of your other obligations under or in connection with the Facility Letter, or the occurrence of an event which means we are entitled to exercise our rights in relation to the Security Assets

Facility Letter means the facility letter dated 9 May 2014 from us setting out the terms and conditions of a €40,000,000 (forty million Euros) bonds, guarantees and indemnity facility to you

Final Discharge Date means the date on which we release the Portfolio Security

Investments means any financial instrument, cash or other asset that you hold with, or any rights which you have against, us, whether owned or held directly by you or to your order, in the accounts listed in Schedule 2 and all Related Rights

Portfolio Security means the Security you have created or attempted to create in our favour under this Client Security Agreement

Receiver means a person appointed by us under this Client Security Agreement to take control of Security Assets

Related Rights means, in relation to any asset

- (a) all rights or powers in respect of any part of that asset,
- (b) the proceeds of sale of all or any part of that asset, and
- (c) any other monies paid or payable in respect of that asset

Secured Obligations means all the present and future obligations you owe to us under or in connection with the Facility Letter (including under this Client Security Agreement)

Security means a mortgage, charge, pledge, lien or any other agreement or arrangement having a similar effect

Security Assets means all of your assets which are or are expressed to be subject to the Client Security Agreement

25.2 Interpretation

- (a) A reference in this Client Security Agreement to
 - (i) "we", "us" and "our" refers to Barclays Bank PLC, and
 - (ii) "you", "your" and "yours" refers to SPH 2011 Limited,

and such references include their respective successors in title and assigns

- (b) A reference in this Client Security Agreement to any financial instrument includes
 - (i) all dividends, interest and other distributions paid or payable on that financial instrument, and
 - (ii) all financial instruments arising from that financial instrument
- (c) In this Client Security Agreement, unless the context requires otherwise
 - (i) a reference to any statute, statutory provision or regulation will be construed as a reference to the same as it may be amended, modified or re-enacted from time to time,
 - (ii) headings and titles are for convenience only and do not affect a provision's interpretation, and
 - (iii) the singular includes the plural and vice versa
- (d) The fact that the assets subject to this Client Security Agreement are described incorrectly does not affect our security over them

THIS CLIENT SECURITY AGREEMENT has been executed as a deed and duly delivered on the date inserted above

SCHEDULE 1

ACCOUNTS

Account Bank	Account Name	Account number
Barclays Bank PLC	SPH 2011 Limited	

SCHEDULE 2

INVESTMENTS

Account Bank	Account Name	Account number
Barclays Bank PLC	SPH 2011 Limited	

SIGNATORIES TO THE CLIENT SECURITY AGREEMENT

CLIENT SIGNATURE

EXECUTED AS A DEED BY SPH 2011 LIMITED acting by

Director/~~Authorised~~

~~Signatory~~ (delete as appropriate)

Date _____

WITNESSED BY Elizabeth Standish (insert name)

Signature _____

Address _____

Occupation _____

BARCLAYS SIGNATURE

SIGNED by

Madèleine McCrory

for and on behalf of

BARCLAYS BANK PLC

)

)

)

)



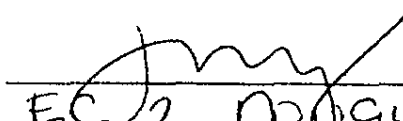
WITNESSED BY

JOANNE ELIZABETH KILMER (insert name)

Signature

Address

Occupation


EC 2 DOUGLAS IDW
BANK OFFICIAL