

# M

COMPANIES FORM No. 395

100329/213

## Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

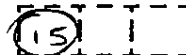
\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



03288116

Name of company

\* SOHO HOUSE LIMITED

Date of creation of the charge

28 May 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Joinder to Pledge Agreement (the "Joinder to Pledge Agreement")

Amount secured by the mortgage or charge

The Secured Liabilities (See continuation sheet for definitions)

Names and addresses of the mortgagees or persons entitled to the charge

Bank of Scotland plc, The Mound, Edinburgh ("BoS")

Postcode EH1 1YZ

Presentor's name address and  
reference (if any)

Maclay Murray & Spens LLP  
Quatermile One  
15 Lauriston Place  
Edinburgh  
EH3 9EP

CEXM/SMK/BAN/13/3378

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

THURSDAY



A13

\*AU7BN0IR\*  
12/06/2008  
COMPANIES HOUSE

243

Short particulars of all the property mortgaged or charged

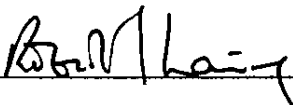
See continuation sheet

Please do not  
write in  
this margin  
  
*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

10/06/08

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

for and on behalf of  
**Maclay Murray & Spens LLP**

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

Notes

† delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

## **Continuation sheet**

To the Registrar of Companies

Name of Company  
SOHO HOUSE LIMITED (the  
"Borrower")

Company number  
03288116

### **Amount secured by the mortgage or charge (continued)**

All present and future amounts, obligations, liabilities covenants and duties of every type and description (whether actual or contingent, and whether owed jointly or severally or as principal debtor, guarantor, surety, securing party or otherwise (or as an obligor equivalent to any of the foregoing under the applicable laws of any jurisdiction)) owing by any or all of the Group Companies, including each Pledgor, to BoS arising out of, under or in connection with (and whether or not evidenced by any instrument or for the payment of money) any or all of the Finance Documents (including the respective obligations and liabilities of the Pledgors hereunder and under the Corporate Guarantee) or otherwise (and whether or not BoS shall have been an original party to the relevant transaction), and including all interest (whether accruing before or after the filing of any petition in bankruptcy or before or after the commencement of any insolvency, reorganization or similar proceeding, and whether or not a claim for post-filing or post-petition interest is allowed in any such proceeding), discounts, commissions, indemnities (including under Section 10 or Section 12 hereunder) and other lawful fees, costs, charges or expenses (including reasonable attorney's fees) which BoS may charge or incur or be owed under the Finance Documents or otherwise in the course of its business in respect of any such matters or for keeping any account of any Group Company, and together with

- (a) all costs, charges and expenses (including attorneys' fees) incurred by BoS in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other agreement or instrument under which any of the foregoing obligations or liabilities arise,
- (b) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Group Company under any agreement entered into after the date hereof with BoS which is entered into wholly or partially in order to refinance or extend any of the Secured Liabilities at or after the date hereof,
- (c) any further obligations and liabilities which may be made by BoS to any Group Company under any agreement expressed to be supplemental to any of the Finance Documents or any other agreement or instrument under which any of the foregoing obligations or liabilities arise, and all interest, fees and costs in connection herewith,
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities referred to above or otherwise in connection with any of the Finance Documents or the obligations or liabilities referred to above,
- (e) any claim against any Group Company flowing from the recovery by a Group Company of a payment or discharge in respect of any of those obligations or

liabilities referred to above on grounds of preference, fraudulent transfer or conveyance or otherwise, and

- (f) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any bankruptcy, insolvency or other proceedings

**Short particulars of all the property mortgaged or charged (continued)**

Each Pledgor hereby grants to BoS a continuing first priority security interest in and to all of its right, title and interest in, to and under the following, in each case whether now or hereinafter existing, whether tangible or intangible, or in which such Pledgor now has or hereinafter acquires an interest, and whenever the same may be located (collectively, "the Collateral")

- (a) all shares of capital stock, partnership interests, interests in joint ventures, limited liability company interests and other equity or ownership interests, in each case in any corporation, partnership, joint venture, limited liability company or other Person organized or formed under the laws of the United States or any State thereof and that is, or becomes, a direct Subsidiary of such Pledgor (any such Person, a "Pledged Subsidiary"), including all securities convertible into or exercisable for, and all rights, warrants, options and other rights to purchase or otherwise acquire, any of the foregoing, in each case now or hereafter owed by such Pledgor, including those owned on or after the date hereof and described on Schedule 2(a), (as it may be supplemented from time to time pursuant to Section 4 (b)), and the certificates or other instruments representing any of the foregoing, and any interest of such Pledgor in the entries on the books of any securities intermediary pertaining to any of the foregoing, and any other investment property pertaining to any of the foregoing (all of the foregoing, collectively, the "Pledged Shares"), and including all rights, powers and remedies of such Pledgor (including all rights, powers and remedies of such Pledgor (including rights to vote or manage the business of any such Pledged Subsidiary and rights to properties, assets, distributions, liquidating distributions and allocations of profits and losses) pursuant to any organizational or constitutional documents or agreements governing the rights and obligations of the stockholders, partners, members, or other owners of any such Pledged Subsidiary, and all dividends, distributions, returns of capital, cash, warrants, options, rights, instruments, and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Shares or any of the other foregoing items of Collateral,
- (a) all books and records of such Pledgor relating to the foregoing, and
- (b) all proceeds (as such term is defined in the UCC) of the Collateral, and in any event including (i) any recoveries by such Pledgor against third parties with respect to any litigation or dispute concerning any Collateral, and (ii) any and all other amounts from time to time paid or payable under or in connection with any Collateral, upon disposition or otherwise. The inclusion of proceeds in this Agreement does not authorize any Pledgor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorised herein or in the Facilities Agreements

Notwithstanding any of the foregoing, in no event shall the "Collateral" of Soho House, LLC or any other Pledgor hereunder include any right, title or interest of Soho House, LLC or any other Pledgor, as

applicable, in, to or under any limited liability company interests (or other equity or ownership interests) in Soho House West Hollywood LLC

Each item of Collateral that is listed in Section 2 of the Pledge Agreement that is defined in Chapter 8 or 9 of the UCC shall have the meaning set forth in the UCC, it being the intention of the Pledgor that the description of the Collateral set forth above be construed to include the broadest possible range of assets

In this form 395

“Group Company” has the meaning given to such term in the Committed Facility Letter

“Finance Documents” means the Facilities Agreements, the Pledge Agreement, the Security Documents, each of the other BoS Documents, and any other agreement, deed, document, instrument or letter (including any relating to any hedging agreement) now or hereafter setting out the terms of or constituting any indebtedness or other obligations of any Group Company to BoS, together with any documents ancillary to or relating to all or any of them or granting security or any guaranty in connection therewith

“Pledgor” means the Persons named on the signature pages of the Pledge Agreement and each person that becomes a party to the Agreement

“Corporate Guarantee” means the agreement each of the Pledgors and certain other Group Companies have entered into dated January 16 2008

“Subsidiary” has the meaning given to such term in the Committed Facility Letter Without limiting the foregoing, “Subsidiary” of a Person also means any corporation, association, partnership, joint venture, limited liability company or other business entity of which more than fifty percent (50%) of the voting stock or other equity interests (in the case of Persons other than corporations), is owned or controlled directly or indirectly by the Person, or one or more of the Subsidiaries of the Person, or a combination thereof



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 3288116  
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A JOINDER TO PLEDGE  
AGREEMENT DATED 28 MAY 2008 AND CREATED BY SOHO  
HOUSE LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM ANY OR ALL OF THE GROUP COMPANIES  
INCLUDING EACH PLEDGOR TO BANK OF SCOTLAND PLC ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 12 JUNE 2008**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JUNE 2008**



*Companies House*  
— for the record —



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