

MG01

Particulars of a mortgage or charge



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LASERFORM

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

THURSDAY



A05

A11D6WMI

26/01/2012

#222

COMPANIES HOUSE

1

Company details

Company number

0 3 2 8 8 1 1 6

Company name in full

SOHO HOUSE LIMITED (the "Chargor")

For official use
1 7

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d3 m0 m1 y2 y0 y1 y2

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 dated 13 January 2012 between the Charging Companies and the Security Agent
(the "Debenture")

4

Amount secured

Amount secured

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

All money or liabilities due, owing or incurred to any Secured Party
by any Charging Company or any other Obligor under any Finance
Document as at 13 January 2012 or in the future, in any manner
whether actual or contingent, whether incurred solely or jointly
with any other person and whether as principal or surety, together
with all interest accruing thereon and including all liabilities in
connection with any notes, bills or other instruments accepted by
any Secured Party for or at the request of an Obligor and all losses
incurred by any Secured Party in connection therewith except for
any money or liability which, if it were so included, would cause
the infringement of section 678 of the Companies Act 2006 and
taking into account the operation of clause 20 11(c) of the Senior
Facilities Agreement (the "Indebtedness")

Continued on continuation page

Continuation page

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

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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 BANK OF SCOTLAND PLC

Address 25 Gresham Street, London, as security trustee for itself and the other Secured Parties (the "Security Agent")

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

1 CHARGING CLAUSE**1 1 Fixed Charges**

The Chargor, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 13 January 2012 and in future, from time to time owned by it or in which it has an interest.

(a) by way of first legal mortgage

(i) all freehold and leasehold property (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property;

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights, and

(b) by way of first fixed charge

(i) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims;

Continued on continuation page.

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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

N/A

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 870)

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 866) 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

Signature

X Ashurst LLP

X

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

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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 ESCOTT/JBOHL/LLO02 00087/23060429

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE.</p> <p>In this Form MG01</p> <p>"Agreed Security Principles" means the principles set out in schedule 10 to the Senior Facilities Agreement,</p> <p>"Acquisition Agreement" means the document entitled "Share Purchase Agreement related to Soho House US Corp and Abertarff Limited" dated 21 December 2012 relating to the sale and purchase of the shares in Soho House US Corp and the Parent and made between amongst others US Acquireco Inc and BN Acquireco Limited,</p> <p>"Acquisition Documents" means the Acquisition Agreement, the Disclosure Letter and any other document designated as an "Acquisition Document" by the Facility Agent and the Parent,</p> <p>"Assigned Agreements" means the Acquisition Documents, the Insurances, and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of business,</p> <p>"Cash Collateral Accounts" means the Mandatory Prepayment Accounts and Reserve Account,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,</p> <p>"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Collection Accounts" means the accounts of the Chargor set out in schedule 6 to the Debenture and/or such other accounts as the Chargor and the Security Agent shall agree (including as specified in any relevant Security Accession Deed) or (following the occurrence of a Declared Default) as the Security Agent shall specify,</p> <p>"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 25 20 (Acceleration) of the Senior Facilities Agreement;</p> <p>"Default" means an Event of Default or any event or circumstance specified in clause 25 (Events of Default) of the Senior Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Disclosure Letter" means Disclosure Letter as such term is defined in the Acquisition Agreement,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Events of Default" means any event or circumstance specified as such in clause 25 of the Senior Facilities Agreement,</p> <p>"Facility Agent" means Bank of Scotland plc as facility agent of the other Finance Parties,</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Finance Document" means the Finance Documents as such term is defined in the Senior Facilities Agreement (including, for the avoidance of doubt, any Hedging Agreement),</p> <p>"Finance Parties" means the Finance Parties as such term is defined in the Senior Facilities Agreement (including, for the avoidance of doubt, any Hedge Counterparty),</p> <p>"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture, as set out in clause 1 2 of this Form MG01,</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being,</p> <p>"Group Company" means a member of the Group,</p> <p>"Hedge Counterparty" means the Hedge Counterparty as such term is defined in the Senior Facilities Agreement,</p> <p>"Hedging Agreements" means the Hedging Agreements as such term is defined in the Senior Facilities Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 13 January 2012 or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intellectual Property" means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist as at 13 January 2012 or in the future), whether registered or unregistered, including those listed in schedule 5 to the Debenture, as set out in schedule 4 hereto, and</p> <p>(b) the benefit of all applications and rights to use such assets of each Group Company (which may subsist as at 13 January 2012 or in the future),</p> <p>"Investments" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>"Mandatory Prepayment Accounts" means an interest-bearing account</p> <p>(a) held with the Facility Agent or Security Agent,</p> <p>(b) designated by the Parent and the Facility Agent as a Mandatory Prepayment Account;</p> <p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Facility Agent and Security Agent, and</p> <p>(d) from which no withdrawals may be made by any Group Company except as contemplated by the Senior Facilities Agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time),</p> <p>"Nominated Accounts" means an account nominated by the Security Agent for the collection of proceeds of any Other Debts,</p>	

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

"Obligors" means a Borrower or a Guarantor (as both such terms are defined in the Senior Facilities Agreement),

"Other Debts" means the debts and claims identified in clause 3 1(b)(iv) of the Debenture, as set out in clause 1 1(b)(iv) of this Form MG01;

"Parent" means Abertarff Limited a company incorporated in Jersey with registered number 95783,

"Quasi-Security" means Quasi-Security as such term is defined in clause 24 15 of the Senior Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Reserve Account" means an account accruing interest at normal commercial rates on amounts credited to those accounts and that the account holder shall be entitled to receive such interest (which shall be paid in accordance with the mandate relating to such account) unless a Default is continuing:

(a) held with the Facility Agent or Security Agent,

(b) designated by the Parent and the Facility Agent as the Reserve Account,

(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent, and

(d) any withdrawal from such account must be approved in writing by the Agent and applied towards general corporate purposes,

(as the same may be redesignated, substituted or replaced from time to time),

"Secured Parties" means the Finance Parties any Receiver and any Delegate,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 8 to the Debenture, with those amendments which the Security Agent may approve or reasonably require;

"Senior Facilities Agreement" means the facilities agreement dated 21 December 2011 under which certain lenders have made available facilities to SHG Acquisition (UK) Limited and certain other Group Companies;

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 which for this purpose shall be treated as providing that

(a) an undertaking which has granted Security over its shares or other ownership interest in another undertaking, by which the recipient of the Security (or its nominee) holds the legal title to that interest, shall nevertheless be treated as a member of that other undertaking, and

(b) rights attached to shares or other ownership interests which are subject to Security shall be treated as held by the grantor of Security, and

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

"Subsidiary Shares" means all shares owned by the Chargor in its Subsidiaries incorporated in England and Wales including those listed in schedule 3 to the Debenture, as set out in schedule 3 hereto, and as specified in any relevant Security Accession Deed

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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

(v) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts (apart from any Jersey situs assets),

(vi) all its Intellectual Property,

(vii) all rights and interest in the Hedging Agreements,

(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;

(ix) its goodwill and uncalled capital, and

(x) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, all its rights and interests in (and claims under) the Assigned Agreements

1.2 Floating Charge

As further security for the payment of the Indebtedness, the Chargor has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 13 January 2012 and in future (save for any Jersey situs assets) not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above, or assigned under clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below

1.3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Chargor has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Chargor re-assign the relevant rights, title and interest in the Assigned Agreements to the Chargor (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 8.8 (Assigned Agreements) of the Debenture, the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements

1.4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Chargor shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Chargor than the Debenture

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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	<p>1 5 Automatic Conversion of Floating Charge</p> <p>If the Chargor creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>2 FURTHER ASSURANCE</p> <p>2 1 General</p> <p>(a) Subject to the Agreed Security Principles, the Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,</p> <p>(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(iii) at any time following a Declared Default, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture</p> <p>(b) Subject to the Agreed Security Principles, the Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture</p> <p>3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>The Chargor may not</p> <p>(a) create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property, or</p> <p>(b) sell, transfer or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,</p> <p>except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent.</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULES

SCHEDULE 1

Charging Companies

Name	Registered Number
Abertarff Limited	95783 (Jersey)
SHG Acquisition (UK) Limited	06395943
Soho House UK Limited	02864389
Soho House Limited	03288116
Soho House Properties Limited	07181524
Cowshed Products Limited	03869426
NBJ Leisure Limited	01869050
Pizza East Limited	06598262

SCHEDULE 2

Details of Properties

None as at 13 January 2012

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Soho House Limited	Cowshed Products Limited	15,001 ordinary shares	
Soho House Limited	Soho House UK Limited	199,484 ordinary shares	
Soho House Limited	Soho House Properties Limited	1 ordinary share	

SCHEDULE 4

Intellectual Property

Please see separate annexure

Soho House Limited
CRN: 03288116
Annexure to Form MG01
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SCHEDULE 4
Details of Intellectual Property

Trademark	Country	Applicant(s)	Application No.	Application Date	Registration No.	Registration Date	Case Status
CECCONI S	Bahrain	Soho House Limited	66470	05-May-06	66470	05-May-08	Registered/Granted
CECCONI S	Brazil	Soho House Limited	903566044	18-Apr-11			Published
CECCONI S	Brazil	Soho House Limited	903566362	18-Apr-11			Published
SAO PAULO HOUSE	Brazil	Soho House Limited	903566079	18-Apr-11			Pending
SAO PAULO HOUSE	Brazil	Soho House Limited	903566095	18-Apr-11			Pending
SOHO HOUSE	Brazil	Soho House Limited	903566354	18-Apr-11			Published
SOHO HOUSE	Brazil	Soho House Limited	903566281	18-Apr-11			Published
CECCONI S	Canada	Soho House Limited	1389026	27-Mar-08			Published
SOHO HOUSE	Canada	Soho House Limited	1389023	27-Mar-08			Opposed
CECCONI S	China	Soho House Limited	8958056	15-Dec-10			Pending
SHANGHAI HOUSE	China	Soho House Limited	9658035	30-Jun-11			Pending
SHANGHAI HOUSE	China	Soho House Limited	9658034	30-Jun-11			Pending
CECCONI'S	European Community	Soho House Limited	6751283	13-Mar-08	6751283	13-Nov-08	Registered/Granted
SOHO HOUSE	European Community	Soho House Limited	6751374	13-Mar-08	6751374	13-Nov-08	Registered/Granted
CECCONI S	Germany	Soho House Limited	3 02008E+11	14-Feb-08	3 02008E+11	28-Aug-08	Published
SOHO HOUSE	Germany	Soho House Limited	39959994	28-Sep-99	39959994	10-Jul-99	Registered/Granted
CECCONI S	India	Soho House Limited	2009360	16-Aug-10			Published
SOHO HOUSE	India	Soho House Limited	2010322	17-Aug-10			Pending
SOHO HOUSE MUMBAI logo	India	Soho House Limited	2117112	17-Mar-11			Pending
CECCONI S	Indonesia	Soho House Limited	J00 2011 017266	03-May-11			Pending
CECCONI S	Indonesia	Soho House Limited	J00 2011 017277	03-May-11			Pending
SOHO HOUSE	Japan	Soho House Limited	2010-084687	29-Oct-10			Pending
CECCONI S	Lebanon	Soho House Limited	116475	28-May-08			Pending
SOHO HOUSE	Lebanon	Soho House Limited	132760	29-Dec-10	132760	29-Dec-10	Registered/Granted
SOHO HOUSE	Lebanon	Soho House Limited	128588	18-May-10	128588	18-May-10	Registered/Granted
CECCONI'S	Malaysia	Soho House Limited	2010-20425	27-Oct-10			Published
CECCONI S	Malaysia	Soho House Limited	2010-20424	27-Oct-10			Pending
SOHO HOUSE	Malaysia	Soho House Limited	2010-20426	27-Oct-10			Pending
SOHO HOUSE	Malaysia	Soho House Limited	2010-20427	27-Oct-10			Pending
CECCONI S	Morocco	Soho House Limited	115364	08-Feb-08	115364	08-Feb-08	Registered/Granted
SOHO HOUSE	New Zealand	Soho House Limited	832354	26-Oct-10			Pending
CECCONI'S	Oman	Soho House Limited	49965	30-Apr-08	49965	27-Sep-09	Registered/Granted
CECCONI S	Russia	Soho House Limited	2008707493	14-Mar-08	376840	15-Apr-09	Registered/Granted
SOHO HOUSE	Russia	Soho House Limited	2008707494	14-Mar-08	377788	23-Apr-09	Registered/Granted
SOHO HOUSE	Singapore	Soho House Limited	T0804036G	28-Mar-08	T08/04036G	28-Mar-08	Registered/Granted
CECCONI S	Switzerland	Soho House Limited	63814/2008	10-Nov-08	585679	22-Apr-09	Registered/Granted
SOHO HOUSE	Switzerland	Soho House Limited	61423/2010	22-Oct-10			Pending
CECCONI'S	Thailand	Soho House Limited	802731	11-Apr-11			Pending
CECCONI'S	Thailand	Soho House Limited	802732	11-Apr-11			Pending
CECCONI S	Turkey	Soho House Limited	2008/21560	11-Apr-08	2008 21560	26-Mar-09	Registered/Granted
CECCONI S	United Arab Emirates	Soho House Limited	106787	07-Feb-08	102376	25-Apr-10	Registered/Granted
SOHO HOUSE	United Arab Emirates	Soho House Limited	111728	29-Apr-08	102397	25-Apr-10	Registered/Granted
C CECCONI S logo	United Kingdom	Soho House Limited	2274680	05-Jul-01	2274680	15-Feb-02	Registered/Granted
C CECCONI S logo	United Kingdom	Soho House Limited	2256399	20-Dec-00	2256399	08-Jun-01	Registered/Granted
CECCONI S	United Kingdom	Soho House Limited	2479682	13-Feb-08	2479682	15-Aug-08	Registered/Granted
SOHO HOUSE	United Kingdom	Soho House Limited	2206659	24-Aug-99	2206659	25-Aug-00	Registered/Granted
SOHO HOUSE Logo	United Kingdom	Soho House Limited	2206655	24-Aug-99	2206655	18-Aug-00	Registered/Granted
CECCONI'S	United States of America	Soho House Limited	77/398711	15-Feb-08	3535692	18-Nov-08	Registered/Granted
SOHO BEACH HOUSE	United States of America	Soho House Limited	78/944768	04-Aug-06	4016723	23-Aug-11	Registered/Granted
SOHO BEACH HOUSE logo	United States of America	Soho House Limited	78/944769	04-Aug-06	4007098	02-Aug-11	Registered/Granted
SOHO HOUSE	United States of America	Soho House Limited	75/822280	13-Oct-99	2610810	20-Aug-02	Registered/Granted
SOHO HOUSE	United States of America	Soho House Limited	77/431341	25-Mar-08	3618374	12-May-09	Registered/Granted



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

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

COMPANY NO. 3288116
CHARGE NO. 17

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 JANUARY
2012 AND CREATED BY SOHO HOUSE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING
COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED
PARTY 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 26
JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 FEBRUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DX