11 0124/13

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 MR08

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

This form **must be delivered to the Registrar for regis**... **21 days** beginning with the day after the date of creation... delivered outside of the 21 days it will be rejected unless ... court order extending the time for delivery

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

TUESDAY

L2KHWLSY
LD3 05/11/2013 #101
COMPANIES HOUSE

1 Company details

For official use
19

Company number	3 2 8 8 1 1 6
Company name in full	SOHO HOUSE LIMITED

→ **Filling 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	d2 d4 m1 m0 y2 y0 y1 y3

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	WELLS FARGO TRUST CORPORATION LIMITED
	as Collateral Agent for and on behalf of the Pledgees
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

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

N/A

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**

8 Trustee statement ❶

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP X

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

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 ASHLEY CONNICK

Company name CLIFFORD CHANCE LLP

Address 10 UPPER BANK STREET

Post town LONDON

County/Region

Postcode E 1 4 5 J J

Country UNITED KINGDOM

DX 149120 CANARY WHARF 3

Telephone 020 7006 1000

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3288116

Charge code: 0328 8116 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2013 and created by SOHO HOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2013.

Given at Companies House, Cardiff on 11th November 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Dx

D 2502

D 2502
Deed Register No /2013

Recorded

in Munich on 24 October 2013

Before me, the undersigning Notary in the district of the Higher Regional Court (*Oberlandesgericht*) of Munich

Dr. Christoph Döbereiner

with my official place of business in D-80331 Munich, Tal 13

appeared today

1 Mr David Lemper, born 30 April 1985, whose business address is D-80331 Munich, Tal 13, and who is personally known to the notary.

2. Mr Karl Ehrenberg, born 3 July 1987 whose business address is D-80333 Munich, Theresienstraße 4-6, and who identified himself by presenting his identity card,

3 Mr Fabian Schneider, born 3 May 1984, whose business address is D-80331 Munich, Tal 13, and who is personally known to the notary

The person appearing to 1 declared to make the following declarations in this deed not in his own name but, excluding any personal liability, for and on behalf of the Pledgor as defined in the Share Pledge Agreement presenting a fax copy of the power of attorney dated 23 October 2013 promising to furnish the original as soon as possible, certified copy will then be attached to this deed.

The person appearing to 2 declared to make the following declarations in this deed not in his own name but, excluding any personal liability, for and on behalf of the Original Pledgees as Defined in the Share Pledge Agreement presenting a fax copy of the power of attorney dated 23 October 2013 promising to furnish the original as soon as possible, certified copy will then be attached to this deed

The person appearing to 3 declared to make the following declarations in this deed not in his own name but, excluding any personal liability, for and on behalf of the Company as defined in the Share Pledge Agreement presenting a fax copy of the power of attorney dated 23

October 2013 promising to furnish the original as soon as possible, certified copy will then be attached to this deed

Neither the Notary nor the proxies assume any liability as to the validity and/or the scope of the powers of attorney presented.

The Notary convinced himself that the persons appearing are in adequate command of the English language and declared that he is in command of the English language as well

On being asked whether there had been any prior involvement by the Notary in terms of section 3 para 1 no 7 of the German Notarisation Act (*Beurkundungsgesetz*) the provisions of which had been explained by the Notary, the persons appearing said that there had been no such prior involvement

Requesting its notarisation, the persons appearing then declared the following

---

SOHO HOUSE LIMITED

as Pledgor

WELLS FARGO TRUST CORPORATION LIMITED

as Collateral Agent and Pledgee

THE INSTITUTIONS NAMED HEREIN

as Pledgees

SHARE PLEDGE AGREEMENT

(*Geschaftsanteilsverpfandung*)

relating to the shares in
Soho House Berlin GmbH

CONTENTS

This **SHARE PLEDGE AGREEMENT** (the "**Agreement**") is made on 24 October 2013

BETWEEN:

(1) **Soho House Limited**, a company with limited liability organised under the laws of England and Wales, registered at Companies House under registration number 3288116 (the "**Pledgor**"),

(2) **Barclays Bank PLC**, having its business address at 1 Churchill Place, London, E14 5JJ, United Kingdom, in its capacity as arranger under the RCF Facility Agreement (as defined below) (the "**Arranger**"),

(3) **Barclays Bank PLC**, having its business address at 1 Churchill Place, London, E14 5JJ, United Kingdom, in its capacity as agent under the RCF Facility Agreement (as defined below),

(4) **Wells Fargo Bank, National Association**, having its business address at 150 East 42nd Street, 40th Floor, New York, New York 10017, United States of America, in its capacity as notes trustee under Senior Secured Notes Indenture (as defined below);

(5) **Wells Fargo Trust Corporation Limited**, having its business address at One Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, in its capacity as collateral agent under the Intercreditor Agreement (as defined below) (the "**Collateral Agent**"),

(6) **Barclays Bank PLC**, in its capacity as lender under the RCF Facility Agreement (as defined below), and

(7) for the purpose of Clause 6 (*Notification of Pledges*) only, Soho House Berlin GmbH, a limited liability company (*Gesellschaft mit beschrankter Haftung*) organised under the laws of the Federal Republic of Germany having its corporate seat in Berlin, Germany and its business address at Torstraße 1, 10119 Berlin which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 110858 (the "**Company**")

(the institutions named in (2) to (6) are hereinafter referred to as the "**Original Pledgees**").

WHEREAS:

(A) Pursuant to a GBP 25,000,000 senior revolving facility agreement dated 27 September 2013 between, *inter alia*, Soho House Group Limited as parent, Soho House Bond Limited as company, SHG Acquisition (UK) Limited and Soho House U.S Corp. as original borrowers (the "**Original RCF Borrowers**"), the companies listed in Part I of Schedule 1 (*Guarantors*) hereto as original guarantors (the "**Original RCF Guarantors**"), Barclays Bank PLC as arranger and agent, Wells Fargo Trust Corporation Limited as collateral agent and others (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**RCF Facility Agreement**"), Barclays Bank PLC as original lender (the "**Original RCF Lender**") has agreed to grant a revolving facility to the Original RCF Borrowers and certain other entities which may accede to the RCF Facility Agreement as additional borrowers.

(B) Pursuant to an indenture dated 27 September 2013 (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Senior Secured Notes Indenture**") between, *inter alia*, Soho House Bond Limited as senior secured notes issuer (the "**Senior Secured Notes Issuer**"), the companies listed in Part II of Schedule 1 (*Guarantors*) hereto as notes guarantors (the "**Original Senior Secured Notes Guarantors**") and Wells Fargo Bank, National Association as notes trustee, the Senior Secured Notes Issuer has issued a GBP 115,000,000 aggregate principal amount of 9 1/8 % senior secured notes due 2018 (the "**Senior Secured Notes**")

(C) The Pledgor has agreed to grant a pledge over its shares in the Company (as defined below) as security for the Pledgees' (as defined below) respective claims against the Obligors (as defined below) (or any of them) under or in connection with the Secured Debt Documents (as defined below)

(D) The security created by or pursuant to this Agreement is to be administered by the Collateral Agent for and on behalf of the Pledgees pursuant to an intercreditor agreement dated 27 September 2013 between, *inter alios*, Soho House Bond Limited, Soho House Group Limited, Barclays Bank PLC, Wells Fargo Bank, National Association, Wells Fargo Trust Corporation Limited and others (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Intercreditor Agreement**").

NOW, IT IS AGREED as follows

1 DEFINITIONS AND LANGUAGE

1.1 In this Agreement

"**Enforcement Event**" means any Event of Default in relation to which notice of acceleration has been served under the relevant Secured Debt Document or any Event of Default under a Senior Secured Notes Document that results in the acceleration provisions under the Senior Secured Notes Indenture being automatically invoked

"**Event of Default**" means any event of default (*Kundigungsgrund*) under any of the Secured Debt Documents which has occurred and is continuing

"**Existing Shares**" has the meaning given to such term in sub-Clause 2 1 hereof

"**Finance Parties**" means

(a) the Collateral Agent,

(b) the RCF Lenders (including in their capacity as ancillary bank(s) under the RCF Facility Agreement), the Agent, the Collateral Agent, any Ancillary Lender and any Arranger (together the "**RCF Finance Parties**"),

(c) the Senior Secured Notes Trustee and any person in whose name a Senior Secured Note is registered, and

(d) the Hedge Counterparties

"**Future Pledgee**" means any entity which may become a pledgee hereunder by way of (i) transfer of the Pledges by operation of law following the transfer or assignment (including by way of novation or assumption (*Vertragsubernahme*)) of any part of the Secured Obligations from any Original Pledgee or Future Pledgee to such future pledgee and/or (ii) accession to this Agreement pursuant to sub-Clause 3.3 hereof as pledgee

"**Future Shares**" means all additional shares in the capital of the Company (irrespective of their nominal value) which the Pledgor may acquire in the future in the event of a share transfer, a share split, a share combination, an increase of the capital of the Company (including by way of authorised capital (*genehmigtes Kapital*)) or otherwise.

"**Group**" means Soho House Bond Limited and its subsidiaries from time to time

"**Hedge Counterparty**" means any party who has entered into a hedging agreement for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to the Secured Debt Documents provided it has become a party to the Intercreditor Agreement in its capacity as hedge counterparty

"**Hedging Agreement**" means any hedging agreement for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to the Secured Debt Documents entered into by a Hedge Counterparty

"**Obligors**" means

(a) the Original RCF Borrowers, any entity which may accede to the RCF Facility Agreement as an additional borrower, the Original RCF Guarantors and any entity which may accede to the RCF Facility Agreement as additional guarantor and any affiliate of a borrower that becomes a borrower under any ancillary facility pursuant to the terms of the RCF Facility Agreement (together the "**RCF Obligors**");

(b) the Senior Secured Notes Issuer, the Original Senior Secured Notes Guarantors and any entity which may grant a guarantee relating to the Senior Secured Notes Indenture and/or the Senior Secured Notes; and

(c) any member of the Group which has incurred or may incur liabilities under the Hedging Agreements, and an "**Obligor**" means any of them

"**Parallel Obligations**" means the independent obligations of any of the Obligors arising pursuant to the Intercreditor Agreement to pay to the Collateral Agent sums equal to the sums owed by such Obligor to the other Finance Parties (or any of them) under the Secured Debt Documents

"**Pledge**" and "**Pledges**" have the meanings given to such terms in sub-Clause 3 1

"**Pledgees**" means the Original Pledgees and the Future Pledgees, and "**Pledgee**" means any of them

"**RCF Agent**" means Barclays Bank PLC in its capacity as agent under the RCF Facility Agreement and any successor appointed as agent under the RCF Facility Agreement

"**RCF Ancillary Lender**" means any RCF Lender or any affiliate of a RCF Lender that makes available any ancillary facility under the RCF Finance Documents

"**RCF Discharge Date**" means the date on which

(a) any and all obligations (present and future, actual and contingent) owing by the RCF Obligors (or any of them) to the RCF Finance Parties or any of them under or in connection with the RCF Finance Documents (including, but not limited to the respective Parallel Obligations and including any related obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)) have been fully and finally discharged to the satisfaction of the RCF Agent; and

(b) the RCF Finance Parties are under no further obligation to provide financial accommodation to any RCF Obligor.

"**RCF Finance Documents**" means the RCF Facility Agreement, the Intercreditor Agreement, any borrower and/or guarantor accession deed relating to the RCF Facility Agreement, any fee letters relating to the RCF Facility Agreement, any security documents relating to the RCF Facility Agreement, any documents relating to the ancillary facilities made available by any RCF Ancillary Lender and any other document that may be entered into pursuant to any of the foregoing in relation to the RCF Facility Agreement

"**RCF Lenders**" means the Original RCF Lender and any entity which has or may become a lender under the RCF Facility Agreement in the future and "**RCF Lender**" means any of them.

"**Secured Debt Documents**" means

(a) the RCF Finance Documents,

(b) the Senior Secured Notes Documents, and

(c) the Hedging Agreements

"**Secured Obligations**" means any and all obligations (present and future, actual and contingent) which are (or are expressed to be) or become owing by the Obligors (or any of them) to the Pledgees or any of them under or in connection with the Secured Debt Documents (including, but not limited to the Parallel Obligations) The Secured Obligations shall include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)

"**Senior Secured Notes Documents**" means the Senior Secured Notes Indenture, the Senior Secured Notes, the Intercreditor Agreement, any guarantees relating to the Senior Secured Notes Indenture and/or the Senior Secured Notes, any security documents relating to the Senior Secured Notes Indenture and/or the Senior Secured Notes and any other document that may be entered into pursuant to any of the foregoing in relation to the Senior Secured Notes Indenture and/or the Senior Secured Notes

"**Senior Secured Notes Trustee**" means Wells Fargo Bank, National Association in its capacity as senior secured notes trustee under the Senior Secured Notes Indenture and any successor appointed as trustee under the Senior Secured Notes Indenture

"**Shares**" means the Existing Shares and the Future Shares

1 2 This Agreement is made in the English language For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail

1.3 Any reference in this Agreement to a "**Clause**", a "**sub-Clause**" or a "**Schedule**" shall, subject to any contrary indication, be construed as a reference to a Clause, a sub-Clause or a Schedule in this Agreement

2 PLEDGED SHARES

2 1 The Company has a nominal share capital (*Stammkapital*) of EUR 25,000 (in words: Euro twenty five thousand) which is divided into two (2) shares, consisting of one share with a nominal amount (*Nennbetrag*) of EUR 24,000 (in words: Euro twenty four thousand) and one share with a nominal amount (*Nennbetrag*) of EUR 1,000 (in words Euro one thousand) (the "**Existing Shares**").

2 2 The Pledgor is the owner of the Existing Shares and is registered as such in the shareholders list (*Gesellschafterliste*) of the Company as filed (*aufgenommen*) with the commercial register (*Handelsregister*), a copy of which is attached as Schedule 2 (*Copy of Shareholders List*)

3 PLEDGE

3 1 The Pledgor hereby pledges to each of the Pledgees the Shares together with all ancillary rights and claims associated with the Shares as more particularly specified in Clause 4 (each a "**Pledge**" and together the "**Pledges**")

3 2 Each of the Original Pledgees hereby accepts its Pledge for itself

3 3 The Collateral Agent accepts, as representative without power of attorney (*Vertreter ohne Vertretungsmacht*), the respective Pledges for and on behalf of each Future Pledgee Each Future Pledgee ratifies and confirms the declarations and acts so made by the Collateral Agent on its behalf by accepting

3 3 1 the transfer or assignment (including by way of novation or assumption (*Vertragsubernahme*)) of the Secured Obligations (or part of them) from a Pledgee,

3 3 2 the assumption of any commitment which replaces (in full or in part) the commitment of a Pledgee under the RCF Facility Agreement which has been cancelled;

3 3 3 the appointment to become a successor agent under the RCF Facility Agreement, or

3 3 4 the appointment to become a successor trustee under the Senior Secured Notes Indenture,

Upon such ratification (*Genehmigung*) such Future Pledgee becomes a party to this Agreement, it being understood that any future or conditional claim (*zukunftiger oder bedingter Anspruch*) of such Future Pledgee arising under the Secured Debt Documents shall be secured by the Pledges constituted hereunder.

3.4 All parties hereby confirm that the validity of the Pledges granted hereunder shall not be affected by the Collateral Agent acting as representative without power of attorney for each Future Pledgee.

3 5 The Pledgor hereby authorises the Collateral Agent to notify on its behalf the Company of the Pledges and/or the identity of any Future Pledgee and the new pledges created pursuant to sub-Clause 3 3 above Upon request of the Collateral Agent, the Pledgor shall without undue delay give such notice and provide the Collateral Agent with a copy thereof

3.6 The validity and effectiveness of each of the Pledges shall be independent from the validity and the effectiveness of the other Pledges created hereunder The Pledges to each of the Pledgees shall be separate and individual pledges ranking *pari passu* with the other Pledges created hereunder

3 7 Each of the Pledges is in addition, and without prejudice, to any other security the Pledgees may now or hereafter hold in respect of the Secured Obligations

3.8 For the avoidance of doubt, the parties agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledges created hereunder by operation of law upon the transfer or assignment (including by way of novation or assumption (*Vertragsubernahme*)) of all or part of the Secured Obligations by any Pledgee to a Future Pledgee

4. SCOPE OF THE PLEDGES

4.1 The Pledges constituted by this Agreement include·

4 1 1 the present and future rights to receive

(a) dividends attributable to the Shares, if any, and

(b) liquidation proceeds, redemption proceeds (*Einziehungsentgelt*), repaid capital in case of a capital decrease, any compensation in case of termination (*Kundigung*) and/or withdrawal (*Austritt*) of a shareholder of the Company, the surplus in case of surrender (*Preisgabe*), any repayment claim for any additional capital contributions (*Nachschusse*) and all other pecuniary claims associated with the Shares,

4 1 2 the right to subscribe for newly issued shares;

4 1 3 all other rights and benefits attributable to the Shares; and

4 1 4 all present and future pecuniary claims of the Pledgor against the Company arising under or in connection with any domination and/or profit transfer agreement (*Beherrschungs- und/oder Gewinnabfuhrungsvertrag*) or partial profit transfer agreement (*Teilgewinnabfuhrungsvertrag*) which may be entered into between the Pledgor and the Company

4 2 Notwithstanding that the dividends are pledged hereunder, the Pledgor shall be entitled to receive and retain all dividend payments in respect of the Shares until such time as the Pledgees are entitled to enforce the Pledges constituted hereunder.

5 PURPOSE OF THE PLEDGES

The Pledges hereunder are constituted in order to secure the prompt and complete satisfaction of any and all Secured Obligations The Pledges shall also cover any future extension of the Secured Obligations and the Pledgor herewith expressly agrees that the provisions of section 1210 para 1 sentence 2 of the German Civil Code (*Burgerliches Gesetzbuch*) shall not apply to this Agreement

6 NOTIFICATION OF PLEDGES

The Pledgor hereby notifies the Company of the Pledges created hereunder and the Company acknowledges receipt of such notification

7 EXERCISE OF MEMBERSHIP RIGHTS

The membership rights, including the voting rights, attached to the Shares remain with the Pledgor. The Pledgor, however, shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledges exercise its membership rights, including its voting rights, in good faith to ensure that the validity and enforceability of the Pledges and the existence of all or part of the Shares are not in any way adversely affected Subject to the provisions of the RCF Facility Agreement, the Pledgor undertakes that no resolutions are passed which constitute a breach of its obligations under Clause 10.

8 ENFORCEMENT OF THE PLEDGES

8 1 If an Enforcement Event has occurred **provided that** the requirements set forth in sections 1273 para 2, 1204 *et seq* of the German Civil Code with regard to the enforcement of any of the Pledges are met (*Pfandreife*) (i e. that any of the Secured Obligations has become due and payable), then in order to enforce the Pledges (or any of them), the Pledgees, acting through the Collateral Agent, may at any time thereafter avail themselves of all rights and remedies that a pledgee has against a pledgor under the laws of the Federal Republic of Germany.

8 2 Notwithstanding section 1277 of the German Civil Code, the Pledgees are entitled to exercise their rights without obtaining enforceable judgment or other instrument (*vollstreckbarer Titel*) The Pledgees shall be entitled to have the Pledges enforced in any manner allowed under the laws of the Federal Republic of Germany, in particular have the Pledges sold (including at public auction).

8.3 The Pledgor hereby expressly agrees that one week's prior written notice to the Pledgor of the place and time of any such sale shall be sufficient and the Pledgees, acting through the Collateral Agent, shall not be obliged to deliver any further notices (including, but not limited to the notices set out under section 1234 of the German Civil Code) to the Pledgor prior to such sale The sale may take place at any place in the Federal Republic of Germany designated by the Collateral Agent, acting for and on behalf of the Pledgees

8 4 If the Pledgees, acting through the Collateral Agent, should seek to enforce the Pledges under sub-Clause 8 1, the Pledgor shall, at its own expense, render forthwith all necessary assistance in order to facilitate the prompt sale of the Shares or any part thereof and/or the exercise by the Pledgees, acting through the Collateral Agent, of any other right they may have as Pledgee

8 5 Following satisfaction of the requirements for enforcement under sub-Clause 8.1, all subsequent dividend payments and all payments based on similar ancillary rights attributed to the Shares may be applied by the Pledgees, acting through the Collateral Agent, in satisfaction in whole or in part of the Secured Obligations or treated as additional collateral

8 6 Even if the requirements for enforcement referred to under sub-Clause 8 1 above are met, the Pledgees shall not, whether as proxy or otherwise, be entitled to exercise the voting rights attached to the Shares. However, the Pledgor shall, upon occurrence of an event which allows the Pledgees to enforce the Pledges, have the obligations and the Pledgees shall have the rights set forth in sub-Clause 10 8 below regardless of which resolutions are intended to be adopted.

8 7 The Pledgees acting through the Collateral Agent, may, in their sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations The Pledgees shall take into consideration the legitimate interests of the Pledgor when exercising their rights and carrying out their duties under this Agreement The Pledgor hereby expressly waives its right pursuant to section 1230 sentence 2 of the German Civil Code to limit the realisation of the Pledges and pledges over the shares or partnership interests in one or more other companies to such number of pledges as are necessary to satisfy the Secured Obligations and agrees further that the Collateral Agent may decide to enforce the Pledges individually in separate proceedings or together with pledges over shares or partnership interests in one or more other companies at one single proceeding (*Gesamtverwertung*)

8.8 The Pledgor hereby expressly waives all defences of revocation (*Einrede der Anfechtbarkeit*) and set-off (*Einrede der Aufrechenbarkeit*) pursuant to sections 770, 1211 of the German Civil Code

8 9 The Pledgor hereby expressly waives its defences based on defences any Obligor might have against any of the Secured Obligations (*Einreden des Hauptschuldners*) pursuant to section 1211 para 1 sentence 1 alternative 1 of the German Civil Code

8 10 If the Pledges are enforced or if the Pledgor has discharged any of the Secured Obligations (or any part of them), section 1225 of the German Civil Code (legal subrogation of claims to a pledgor - *Forderungsubergang auf den Verpfander*) shall

not apply and no rights of the Pledgees shall pass to the Pledgor by subrogation or otherwise Further, the Pledgor shall not at any time before, on or after an enforcement of the Pledges and as a result of the Pledgor entering into this Agreement, be entitled to demand indemnification or compensation from the Company or any of the Company's affiliates or to assign any of these claims

8 11 It is understood that the Senior Secured Notes Trustee, in its capacity as Pledgee hereunder, shall be acting upon the written direction of the required holders of the Senior Secured Notes as required by the terms of the Senior Secured Notes Indenture

9 REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to each of the Pledgees by way of an independent guarantee (*selbststandiges Garantieversprechen*) that.

9 1 the statements made in Clause 2 above are true and correct,

9.2 the share capital has not been repaid in any way,

9.3 all facts capable of being entered into the commercial register (*Handelsregister*) of the Company have been entered into the commercial register (*Handelsregister*) and, in particular, no shareholders' resolutions regarding changes in the articles of association of the Company have been passed which are not included in the copy of the articles of association filed (*aufgenommen*) with the commercial register (*Handelsregister*) of the Company,

9 4 the Shares are free from encumbrances (other than the Pledges created hereunder),

9 5 pursuant to the articles of association of the Company, the Pledges over the Shares and over any and all ancillary rights and claims associated with the Shares (as more particularly specified in Clause 4) are not subject to the approval of the Company's shareholders or the Company,

9.6 there are no silent partnership agreements or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Company; and

9 7 save for the pre-emption right of other possible shareholders pursuant to article 9 (*Alienation and Encumbrance of Shares*) of the articles of association of the Company (such right to be deleted pursuant to clause 10 1 below), the Existing Shares are not subject to any pre-emption rights (*Vorkaufsrechte*) or other restrictions upon disposals which would operate to restrict in any way their disposal upon enforcement

10 UNDERTAKINGS OF THE PLEDGOR

During the term of this Agreement, subject to the provisions of the RCF Facility Agreement and except as permitted or not prohibited by the Secured Debt Documents, the Pledgor undertakes to each of the Pledgees.

10 1 to procure that within 20 (twenty) business days from the date of this Agreement (1) a shareholders' resolution by the Company's shareholders is passed pursuant to which article 9 (*Alienation and Encumbrance of Shares*) of the articles of association of the Company will be deleted and (2) the application for the registration of such change of

the articles of association has been filed with the relevant commercial register (*Handelsregister*),

10 2 to promptly provide the Pledgees, by sending the same to the Collateral Agent, in its capacity as agent for and on behalf of the Pledgees, with a copy of the updated articles of association of the Company as filed (*aufgenommen*) with the commercial register,

10.3 not to take, or participate in, any action which results or might result in the Pledgor's loss of ownership of all or part of the Shares, or any other transaction which would have the same result as a sale, transfer or other disposal of the Shares or which would for any other reason be inconsistent with the security interest of the Pledgees or the security purpose (as described in Clause 5) or defeat, impair or circumvent the rights of the Pledgees except as permitted by the Pledgees, acting through the Collateral Agent,

10.4 not to encumber, permit to subsist, create or agree to create any other security interest or third party right in or over the Shares or other rights subject to the Pledges except as set out in this Agreement,

10 5 to promptly effect any contributions in cash (*Bareinlage*) or kind (*Sacheinlage*) to be made in respect of the Shares,

10.6 to promptly notify the Pledgees, by notification in writing to the Collateral Agent, of any change in the shareholding in or capital of the Company and to promptly deliver to the Pledgees, by sending the same to the Collateral Agent, in its capacity as agent for and on behalf of the Pledgees, a copy of the updated shareholders list (*Gesellschafterliste*) and a copy of the amended articles of association (*Satzung*) both as filed (*aufgenommen*) with the commercial register (*Handelsregister*),

10.7 to promptly notify the Pledgees, by notification in writing to the Collateral Agent, of any encumbrance over the Shares (or part of them) or of the registration of an objection (*Widerspruch*) in relation to the Shares of the Pledgor in the shareholders list (*Gesellschafterliste*) as filed (*aufgenommen*) with the commercial register (*Handelsregister*) In the case of any attachment (*Pfandung*) in respect of any of the Shares, the Pledgor shall promptly notify the Pledgees, by notification in writing to the Collateral Agent, such notice to be accompanied by any documents the Pledgees might need to defend themselves against any claim of a third party In particular, the Pledgor shall promptly forward to the Collateral Agent a copy of the attachment order (*Pfandungsbeschluss*), any transfer order (*Uberweisungsbeschluss*) and all other documents necessary for a defence against the attachment;

10 8 to promptly inform the Pledgees, by notification in writing to the Collateral Agent, of all matters concerning the Company of which the Pledgor is aware which might materially adversely affect the security interest of the Pledgees. Following an Event of Default, the Pledgees shall receive, by the Pledgor sending the same to the Collateral Agent, in its capacity as agent for and on behalf of the Pledgees, a protocol of any ordinary or extraordinary shareholders' meeting,

10.9 in the event of any increase in the capital of the Company, not to allow, without the prior written consent of the Pledgees, acting through the Collateral Agent, any party other than himself to subscribe for any Future Shares, and not to defeat, impair or circumvent in any way the rights of the Pledgees created hereunder,

10 10 not to change the articles of association of the Company to the effect that any transfer of Shares shall only be possible with the consent of the shareholders, and

10 11 not to amend, or vote for any amendment of, the articles of association of the Company to the extent that such amendment would or would be likely to adversely affect the security interest of the Pledgees created hereunder without the prior written consent of the Pledgees, acting through the Collateral Agent

11. INDEMNITY

11 1 None of the Pledgees nor the Collateral Agent shall be liable for any loss or damage suffered by the Pledgor save in respect of such loss or damage which is suffered as a result of the wilful misconduct or gross negligence of such Pledgee or the Collateral Agent

11.2 The Pledgor will indemnify the Pledgees and the Collateral Agent and keep the Pledgees and the Collateral Agent indemnified against any and all damages, losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against the Pledgees (or any of them) or the Collateral Agent for anything done or omitted in the exercise or purported exercise of the powers conferred on them herein or occasioned by any breach of the Pledgor of any of its obligations or undertakings contained herein other than to the extent that such damages, losses, actions, claims, expenses, demands and liabilities are incurred by or made against the Pledgees (or any of them) as a result of the gross negligence or wilful misconduct of such Pledgee or, as the case may be, the Collateral Agent

12 DURATION AND INDEPENDENCE

12 1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations Without prejudice to the provisions under Clause 12.2 below, the Pledges shall not cease to exist, if the Obligors under the Secured Debt Documents have only temporarily discharged the Secured Obligations

12 2 This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in the Secured Debt Documents or in any document or agreement related to any of the Secured Debt Documents shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it

12 3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Pledgees or the Collateral Agent None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement

12 4 Waiving section 418 of the German Civil Code, the Pledgor hereby agrees that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party

13. RELEASE OF PLEDGE (*PFANDFREIGABE*)

13.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Pledgees will as soon as reasonably practicable declare the release of the Pledges (*Pfandfreigabe*) to the Pledgor as a matter of record For the avoidance of doubt, the parties are aware that upon full and complete satisfaction of the Secured Obligations the Pledges, due to their accessory nature (*Akzessorietat*) cease to exist by operation of German mandatory law

13.2 At any time when the total value of the aggregate security granted by the Pledgor and any of the other Obligors to secure the Secured Obligations (the "**Security**"), which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*), more than temporarily exceeds 110% of the Secured Obligations (the "**Limit**"), the Pledgees shall on demand of the Pledgor release such part of the Security (*Sicherheitenfreigabe*) as the Pledgees may in their reasonable discretion determine so as to reduce the realisable value of the Security to the Limit

14. PARTIAL INVALIDITY; WAIVER

14 1 The parties agree that should at any time, any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any party having to argue (*darlegen*) and prove (*beweisen*) the parties' intent to uphold this Agreement even without the void, invalid or ineffective provisions

14.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision that in legal and economic terms comes closest to what the parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement.

14.3 No failure to exercise, nor any delay in exercising, on the part of the Pledgees, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

14 4 In particular, the Pledges shall not be affected and shall in any event extend to any and all Shares in the Company even if the number or nominal value of the Existing Shares or the aggregate share capital of the Company as stated in Clause 2 are inaccurate or deviate from the actual facts

15. AMENDMENTS

Changes and amendments to this Agreement including this Clause 15 shall be made in writing, unless notarial form by operation of law is required.

16 NOTICES AND THEIR LANGUAGE

16 1 All notices and communications under or in connection with this Agreement shall be in writing and shall be delivered by letter, posted or delivered by hand, or fax Each

notice or communication shall be given to the relevant party at the address or fax number and marked for the attention of the person(s) or department from time to time specified in writing by that party to the other The initial address, fax number and person(s) or department so specified by each party are set out below.

For the Pledgor:	**Soho House Limited**	
	Address	72-74 Dean Street, London, W1D 3SG, United Kingdom
	Fax	+44 207 074 1437
	Attention	Ian Banks
For the Pledgees to the Collateral Agent:	**Wells Fargo Trust Corporation Limited**	
	Address	One Plantation Place 30 Fenchurch Street, London, EC3M 3BD United Kingdom
	Fax	+ 44 207 149 7220
	Attention	International Trust Officer

16 2 Proof of posting or dispatch of any notice or communication to the Pledgor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt (i) in case of a letter, on the seventh business day in the country of receipt after posting, and (ii) in case of a fax transmission, on the business day in the country of receipt immediately following the date of its dispatch

16 3 Save for the notice pursuant to section 1280 of the German Civil Code, any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English In the event of any conflict between the English text and the text in any other language, the English text shall prevail

17 APPLICABLE LAW, JURISDICTION

17 1 This Agreement is governed by the laws of the Federal Republic of Germany

17 2 The place of jurisdiction for any and all disputes arising under or in connection with this Agreement shall be the courts in Frankfurt am Main The Pledgees however, shall also be entitled to take action against the Pledgor in any other court of competent jurisdiction Further, the taking of proceedings against the Pledgor in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

SCHEDULE 1
Guarantors

Part I
Original RCF Guarantors

Abertarff Limited	95783 (Jersey)
BN AcquireCo Limited	109632 (Jersey)
BN Midco Limited	109633 (Jersey)
Cowshed Products Limited	03869426 (England and Wales)
Pizza East Limited	06598262 (England and Wales)
SHG Acquisition (UK) Limited	06395943 (England and Wales)
Soho House Berlin GmbH	HRB 110858 B, local court of Charlottenburg (Germany)
Soho House Bond Limited	112133 (Jersey)
Soho House Group Limited	109634 (Jersey)
Soho House Limited	03288116 (England and Wales)
Soho House, LLC	3505928 (Delaware, U S)
Soho House New York LLC	(New York, U.S)
Soho House Properties Limited	07181524 (England and Wales)
Soho House UK Limited	02864389 (England and Wales)
Soho House U S Corp	3505926 (Delaware, U S)
Soho House West Hollywood LLC	4349029 (Delaware, U S)
US AcquireCo, Inc	5077821 (Delaware, U.S.)

Part II
Original Senior Secured Notes Guarantors

Entity	Jurisdiction of formation or organization
Abertarff Limited	95783 (Jersey)
BN AcquireCo Limited	109632 (Jersey)
BN Midco Limited	109633 (Jersey)
Cowshed Products Limited	03869426 (England and Wales)
Pizza East Limited	06598262 (England and Wales)
SHG Acquisition (UK) Limited	06395943 (England and Wales)
Soho House Berlin GmbH	HRB 110858 B, local court of Charlottenburg (Germany)
Soho House Bond Limited	112133 (Jersey)
Soho House Group Limited	109634 (Jersey)
Soho House Limited	03288116 (England and Wales)
Soho House, LLC	3505928 (Delaware, U.S)
Soho House New York LLC	(New York, U S)
Soho House Properties Limited	07181524 (England and Wales)
Soho House UK Limited	02864389 (England and Wales)
Soho House U S. Corp	3505926 (Delaware, U S)
Soho House West Hollywood LLC	4349029 (Delaware, U S)
US AcquireCo, Inc	5077821 (Delaware, U.S)

SCHEDULE 2
Copy of Shareholders List (*Gesellschafterliste*)

Liste der Gesellschafter

der aptus 391 GmbH umfimiert in

Soho House Berlin GmbH

Berlin

Name	Sitz	Stammeinlage
SOHO HOUSE LIMITED, Company No 03288116, Registered in England and Wales	3-5 Bateman Street, London, W 1D 4 AG, United Kindom,	EUR 24 000,00 EUR 1 000,00

Berlin, den

Nicolas Keith Arthur Jones

D. Hill

G. Williams.

The Notary advised the persons appearing to 1 , 2 and 3

- that a pledge is a security instrument of strictly accessory nature (which means that it comes into legal existence only if, to the extent that, and as long as, the underlying secured claims do in fact exist, and that the owners of the secured claims and the pledgees must be identical),

- that notwithstanding section 16 para 3 German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaft mit beschrankter Haftung*) there is no *bona fide* creation, acquisition nor ranking of a pledge of shares (in the sense that the pledgees are protected if the shares purported to be pledged do not exist or have been previously encumbered for the benefit of a third party), and

- that the English original version of this Agreement will not be acceptable for enforcement but will have to be translated, by a certified translator, into German for such purposes.

The above Share Pledge Agreement including the Schedules was read aloud by the Notary to the persons appearing, approved by them and signed by the persons appearing and by the Notary in their own hand as follows

Notar

fax copy

Vollmacht

Soho House Limited, ein Unternehmen, gegründet nach englischem Recht, mit Sitz in 72-74 Dean Street, London, W1D 3SG, United Kingdom, eingetragen im Companies House unter der Nummer 3288116, (die "**Vollmachtgeberin**"), bevollmächtigt hiermit

Power of Attorney

Soho House Limited, a company organised under the laws of England and Wales, having its registered seat in 72-74 Dean Street, London, W1D 3SG, United Kingdom, registered with the Companies House under registration number 3288116, (the "**Grantor of Attorney**"), hereby authorises

Manuela Enzensberger
Christine Frank
Jasmin Frank
Gabriele Heinfling
Brigitte Kellner
Christina Pingitzer
Birgit Rau
Jennifer Schilling
David Lemper
Fabian Schneider
Daniela Konle
Catherine Blanc

sämtlich geschäftsansässig / having their business address at

Tal 13, 80331 Munich, Germany

(die „**Bevollmächtigten**")

jeweils einzeln, die Vollmachtgeberin zu vertreten

(1) beim Abschluss eines Vertrages über die Verpfändung von Geschaftsanteilen und sonstigen hiermit zusammenhängenden Rechten der Vollmachtgeberin an der Soho House Berlin GmbH zugunsten der Wells Fargo Trust Corporation Limited als Collateral Agent, und

(2) bei allen anderen Erklärungen, Registeranmeldungen, Handlungen und Entgegennahmen von Willenserklarungen, die nach dem freien Ermessen der Bevollmächtigten im Zusammenhang mit der vorgenannten Angelegenheit erforderlich oder nützlich sind oder werden

Die Bevollmächtigten soll keine persönliche Haftung im Zusammenhang mit Handlungen

(the "**Attorneys**")

each of them individually to represent the Grantor of Attorney

(1) in concluding an agreement regarding the pledge of shares and associated ancillary rights of the Grantor of Attorney in Soho House Berlin GmbH for the benefit of Wells Fargo Trust Corporation Limited as collateral agent, and

(2) in any and all other declarations, register applications, actions and receipts of declarations which in the discretion of the Attorneys are or may be necessary or expedient in connection with the abovementioned matter

The Attorneys shall not incur any personal liability in connection with any actions taken treffen, die im Rahmen dieser Vollmacht erfolgen. Die Vollmachtgeberin verpflichtet sich hiermit, alle rechtmäßigen Handlungen zu genehmigen und zu bestätigen, die der Bevollmächtigte im Rahmen dieser Vollmacht vornimmt, und verpflichtet sich, den Bevollmächtigten von allen Ansprüchen freizustellen, die infolge eines Handelns im Rahmen dieser Vollmacht entstehen oder drohen, Vorsatz und grobe Fahrlässigkeit ausgenommen

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen Jeder der Bevollmächtigten ist berechtigt, Erklärungen Dritter zu genehmigen.

Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB sowie von entsprechenden Beschränkungen ausländischer Rechtsordnungen befreit und berechtigt, Dritten Untervollmacht in demselben Umfang, auch unter Befreiung von den Beschränkungen des § 181 BGB sowie von entsprechenden Beschränkungen ausländischer Rechtsordnungen, zu erteilen

Jeder Bevollmächtigte kann alle Handlungen vornehmen und/oder alle Erklarungen abgeben und empfangen, die erforderlich oder nach Auffassung des Bevollmächtigten sachdienlich sind, um die vorstehenden Geschafte abzuschließen und durchzuführen Die Vollmacht erstreckt sich auch auf alle den Bevollmächtigten als sinnvoll und/oder zweckmäßig erscheinenden Zusatz- und/oder Ergänzungsregelungen

Diese Vollmacht gilt für die Abgabe und Entgegennahme sämtlicher Erklärungen und zur Vornahme sämtlicher Handlungen gleich in welcher Form, z.B ob in privater Schriftform, notarieller Form, urkundlich oder mündlich. Die Bevollmächtigten können wiederholt von dieser Vollmacht Gebrauch machen

Außerdem genehmigt die Vollmachtgeberin hiermit etwaige von den Bevollmachtigten in Bezug auf die oben genannten Gegenstande der Vollmacht bereits abgegebenen Erklärungen und vorgenommenen Handlungen.

under this power of attorney The Grantor of Attorney hereby undertakes to ratify and confirm all lawful acts carried out by the Attorneys in connection with this power of attorney and undertakes to indemnify and hold harmless the Attorneys from any and all claims arising or threatened as a result of the Attorneys' actions in connection with this power of attorney, save where the Attorneys have acted with wilful intent or gross negligence

In cases of doubt, this power of attorney shall be construed broadly so as to give effect to the intentions of the Grantor of Attorney in its granting

The Attorneys shall be released from the restrictions set forth in section 181 German Civil Code and similar restrictions under other jurisdictions and may appoint sub-representatives with the same scope of authority, also with the exemption from the restrictions set forth in section 181 German Civil Code and similar restrictions under other jurisdictions

Each Attorney may take any action and/or make and receive any declaration which is necessary or in the opinion of the Attorney is useful to execute and consummate the above mentioned transactions This power of attorney also covers any additional or supplementary provisions which the Attorneys deem to be reasonable and/or expedient

This power of attorney entitles each of the Attorneys to make and accept any declarations and to perform any acts that are associated regardless of the form, e g whether in private written form, notarial form, by deed or orally The Attorneys may use this power of attorney repeatedly

The Grantor of Attorney herewith ratifies (*genehmigt*) any declarations already made by the Attorneys with respect to the above transactions and any acts already performed in connection therewith

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland. Sie erlischt am 30 November 2013

Der für die Vollmacht maßgebliche Text ist derjenige, der in deutscher Sprache abgefasst ist Bei einer unterschiedlichen Auslegung des deutschsprachigen und des englischsprachigen Textes hat der deutschsprachige Text Vorrang

Ort New York , den 23 Oktober 2013

This power of attorney is governed by the laws of the Federal Republic of Germany It expires on 30 November 2013

The definitive text of this power of attorney is the German language text Therefore, in the event of any discrepancies in the interpretation of the German and English language texts, the German text shall take precedence

Place. New York , date 23 October 2013

Grantor of Attorney

Soho House Limited

Name: Nicolas Jones

Title Director

fax copy

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

WELLS FARGO

Power of Attorney

The undersigned Wells Fargo Trust Corporation Limited, London, United Kingdom, (the "**Principal**") hereby grants power of attorney to

Vollmacht

Die unterzeichnende Wells Fargo Trust Corporation Limited, London, Großbritannien, (der "**Vollmachtgeber**") bevollmächtigt hiermit

Akua Gyekye

Albrecht Brodhun

Alexander Lang

Alexander Weiss

Alexandra Baumgart

Christian Hentrich

Christian Wuthenow

Christine Apfelbacher

Christoph Krampe

Dorothea Schimmel

Georg Piroth

Jannicka Sondag

Jessica Wilckens

Karl Ehrenberg

Martin Barlösius

Mathias Klement

Oliver Seyd

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

WELLS FARGO

Petra Schindler

Regina Goebel

Sabine Grobner

Silvia Katharina Meier

Stefan Ackermann

Stefan Schmidtke

Yannick Kwast

each having their business address at Clifford Chance, Theresienstrasse 4 - 6,	geschäftsansässig bei Clifford Chance, Theresienstrasse 4 - 6, 80333 Munchen,
80333 München, Germany	Deutschland
(hereinafter referred to as the "**Attorneys**")	(nachstehend die "**Bevollmächtigten**" genannt)
and to each of the aforementioned persons individually,	und zwar jede/n der Vorgenannten einzeln,
to represent the Principal in connection with the execution of a notarial share pledge agreement relating to the shares in Soho House Berlin GmbH, HRB 110858 of the local court of Charlottenburg, Germany, between, among others, Soho House Limited as pledgor and Wells Fargo Trust Corporation Limited and others as pledgees.	den Vollmachtgeber zu vertreten im Zusammenhang mit dem Abschluss eines notariellen Geschaftsanteilsverpfändungsvertrages hinsichtlich der Anteile an der Soho House Berlin GmbH, HRB 110858 des Amtsgerichts Charlottenburg, Deutschland, zwischen, unter anderen, Soho House Limited als Pfandgeber und Wells Fargo Trust Corporation Limited und anderen als Pfandnehmern

Together we'll go far

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

In addition, the Principal hereby grants,	Darüber hinaus erteilt der Vollmachtgeber hiermit,
by way of delegation of the powers of attorney granted to it as security trustee by the financial institutions listed below in an intercreditor agreement dated 27 September 2013, substitute	auf der Grundlage der ihm als Sicherheitentreuhander in einem Intercreditor Vertrag vom 27 September 2013 von den nachstehend aufgeführten Finanzinstitutionen erteilten Vollmacht,
power of attorney to the Attorneys,	Untervollmacht an die Bevollmächtigten,
and to each of them individually,	und zwar an jede/n der Bevollmachtigten einzeln,
to represent each of the financial institutions listed below in connection with the execution of a notarial share pledge agreement relating to the shares in Soho House Berlin GmbH, HRB 110858 of the local court of Charlottenburg, Germany, between, among others, Soho House Limited as pledgor and Wells Fargo Trust Corporation Limited and others as pledgees	jede der nachstehend genannten Finanz-institutionen im Zusammenhang mit dem Abschluss eines notariellen Geschäftsanteilsverpfändungsvertrages hinsichtlich der Anteile an der Soho House Berlin GmbH, HRB 110858 des Amtsgerichts Charlottenburg, Deutschland, zwischen, unter anderen, Soho House Limited als Pfandgeber und Wells Fargo Trust Corporation Limited und anderen als Pfandnehmern zu vertreten:
(i) Barclays Bank PLC, 1 Churchill Place, London, E14 5JJ, United Kingdom as arranger, as agent and as lender, and	(iii) Barclays Bank PLC, 1 Churchill Place, London, E14 5JJ, United Kingdom als Arrangeur, Agent und als Kreditgeber, und
(ii) Wells Fargo Bank, N A as notes	(iv) Wells Fargo Bank, N A als Notes

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax: +44 (0)20 7149 7220

WELLS FARGO

trustee	Trustee
(the "**Finance Parties**")	(zusammen die "**Finanzierungsparteien**")
This Power of Attorney includes the power to agree the terms of, and any amendments to, any agreements which are necessary or desirable in this context, the power to make and receive all declarations and registrations which are necessary or desirable in this context, whether without the observance of any form, in private written form (*private Schriftform*) or in notarial form.	Die Bevollmächtigten sind bevollmachtigt, alle in diesem Zusammenhang erforderlichen oder zweckmäßigen Vertrage und Änderungsvertrage abzuschließen sowie alle Erklarungen abzugeben und zu empfangen und alle Rechtshandlungen vorzunehmen, die in diesem Zusammenhang erforderlich oder zweckmaßig sind, gleichgultig ob formlos, in privater Schriftform oder in notarieller Form
The Attorneys are authorised to make and accept all declarations which are connected in any manner whatsoever with the above and to take all further measures in connection therewith The Attorneys are exempted from the restrictions of Section 181 of the German Civil Code and any similar restrictions under any other applicable law	Die Bevollmächtigten sind berechtigt, alle mit den vorstehenden Angelegenheiten in irgendeiner Weise zusammenhangenden Erklarungen abzugeben und entgegenzunehmen und alle damit zusammenhängenden weiteren Maßnahmen zu treffen Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB und ahnlichen Beschrankungen aufgrund sonstigen anwendbaren

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

WELLS FARGO

Rechts befreit

Any changes to the parties and/or amounts and/or dates in respect of the agreements referred to above shall not affect the Power of Attorney granted herewith

Änderungen bezuglich der Parteien und/oder der Beträge und/oder des Datums des Vertragsschlusses im Zusammenhang mit den vorgenannten Verträgen wirken sich nicht auf die hiermit erteilte Vollmacht aus.

This Power of Attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany It expires on 30 November 2013, 12 o'clock pm

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland und wird in Übereinstimmung mit dem Recht der Bundesrepublik Deutschland ausgelegt Sie erlischt am 30. November 2013, 24 Uhr.

The German version of this Power of Attorney prevails

Maßgeblich ist die deutsche Fassung dieser Vollmacht

LONDON 23/10/13

place, date/Ort, Datum

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

WELLS FARGO

[*vollständige Firma des Vollmachtgebers/ full legal name of principal*]

by

Name [*full name of signing individual/* RAPHAEL PARKER

vollständiger Name der unterzeichnenden Person]

Title [*function/Funktion*] DIRECTOR

Together we'll go far

fax copy

Vollmacht

Soho House Berlin GmbH, ein Unternehmen, gegründet nach deutschem Recht, mit Sitz in Berlin, eingetragen im Handelsregister des Amtsgerichts Charlottenburg unter HRB 110858 B (die „**Vollmachtgeberin**"), bevollmächtigt hiermit

Power of Attorney

Soho House Berlin GmbH, a company organised under the laws of Germany, having its registered seat in Berlin, registered with the commercial register at the local court of Charlottenburg under HRB 110858 B (the "**Grantor of Attorney**"), hereby authorises

Manuela Enzensberger
Christine Frank
Jasmin Frank
Gabriele Heinfling
Brigitte Kellner
Christina Pingitzer
Birgit Rau
Jennifer Schilling
David Lemper
Fabian Schneider
Daniela Konle
Catherine Blanc

sämtlich geschäftsansässig / having their business address at

Tal 13, 80331 Munich, Germany

(die „**Bevollmächtigten**")

jeweils einzeln, die Vollmachtgeberin zu vertreten

(1) beim Abschluss eines Vertrages über die Verpfändung von Geschäftsanteilen und sonstigen hiermit zusammenhängenden Rechten der Soho House Limited an der Vollmachtgeberin zugunsten der Wells Fargo Trust Corporation Limited als Collateral Agent, und

(2) bei allen anderen Erklärungen, Registeranmeldungen, Handlungen und Entgegennahmen von Willenserklärungen, die nach dem freien Ermessen der Bevollmächtigten im Zusammenhang mit der vorgenannten Angelegenheit erforderlich oder nützlich sind oder werden.

Die Bevollmächtigten soll keine persönliche Haftung im Zusammenhang mit Handlungen treffen, die im Rahmen dieser Vollmacht

(the "**Attorneys**")

each of them individually to represent the Grantor of Attorney

(1) in concluding an agreement regarding the pledge of shares and associated ancillary rights of Soho House Limited in the Grantor of Attorney for the benefit of Wells Fargo Trust Corporation Limited as collateral agent; and

(2) in any and all other declarations, register applications, actions and receipts of declarations which in the discretion of the Attorneys are or may be necessary or expedient in connection with the abovementioned matter

The Attorneys shall not incur any personal liability in connection with any actions taken under this power of attorney The Grantor of erfolgen Die Vollmachtgeberin verpflichtet sich hiermit, alle rechtmäßigen Handlungen zu genehmigen und zu bestätigen, die der Bevollmächtigte im Rahmen dieser Vollmacht vornimmt, und verpflichtet sich, den Bevollmächtigten von allen Ansprüchen freizustellen, die infolge eines Handelns im Rahmen dieser Vollmacht entstehen oder drohen, Vorsatz und grobe Fahrlässigkeit ausgenommen

Attorney hereby undertakes to ratify and confirm all lawful acts carried out by the Attorneys in connection with this power of attorney and undertakes to indemnify and hold harmless the Attorneys from any and all claims arising or threatened as a result of the Attorneys' actions in connection with this power of attorney, save where the Attorneys have acted with wilful intent or gross negligence.

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen. Jeder der Bevollmächtigten ist berechtigt, Erklärungen Dritter zu genehmigen

In cases of doubt, this power of attorney shall be construed broadly so as to give effect to the intentions of the Grantor of Attorney in its granting.

Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB befreit und berechtigt, Dritten Untervollmacht in demselben Umfang; auch unter Befreiung von den Beschränkungen des § 181 BGB zu erteilen

The Attorneys shall be released from the restrictions set forth in section 181 German Civil Code and may appoint sub-representatives with the same scope of authority, also with the exemption from the restrictions set forth in section 181 German Civil Code

Jeder Bevollmachtigte kann alle Handlungen vornehmen und/oder alle Erklarungen abgeben und empfangen, die erforderlich oder nach Auffassung des Bevollmächtigten sachdienlich sind, um die vorstehenden Geschäfte abzuschließen und durchzuführen Die Vollmacht erstreckt sich auch auf alle den Bevollmächtigten als sinnvoll und/oder zweckmäßig erscheinenden Zusatz- und/oder Ergänzungsregelungen

Each Attorney may take any action and/or make and receive any declaration which is necessary or in the opinion of the Attorney is useful to execute and consummate the above mentioned transactions This power of attorney also covers any additional or supplementary provisions which the Attorneys deem to be reasonable and/or expedient

Diese Vollmacht gilt für die Abgabe und Entgegennahme samtlicher Erklärungen und zur Vornahme samtlicher Handlungen gleich in welcher Form, z B. ob in privater Schriftform, notarieller Form, urkundlich oder mündlich Die Bevollmächtigten können wiederholt von dieser Vollmacht Gebrauch machen.

This power of attorney entitles each of the Attorneys to make and accept any declarations and to perform any acts that are associated regardless of the form, e g whether in private written form, notarial form, by deed or orally The Attorneys may use this power of attorney repeatedly.

Außerdem genehmigt die Vollmachtgeberin hiermit etwaige von den Bevollmächtigten in Bezug auf die oben genannten Gegenstände der Vollmacht bereits abgegebenen Erklärungen und vorgenommenen Handlungen.

The Grantor of Attorney herewith ratifies (*genehmigt*) any declarations already made by the Attorneys with respect to the above transactions and any acts already performed in connection therewith

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland Sie erlischt am

This Power of Attorney is governed by the laws of the Federal Republic of Germany It

30 November 2013

Der für die Vollmacht maßgebliche Text ist derjenige, der in deutscher Sprache abgefasst ist. Bei einer unterschiedlichen Auslegung des deutschsprachigen und des englischsprachigen Textes hat der deutschsprachige Text Vorrang

Ort New York, den 23 Oktober 2013

expires on 30 November 2013

The definitive text of this power of attorney is the German language text Therefore, in the event of any discrepancies in the interpretation of the German and English language texts, the German text shall take precedence

Place. New York, date 23 October 2013

Grantor of Attorney

Soho House Berlin GmbH

Name Guy Williams

Title Managing Director

Notare
Rüth / Dr. Döbereiner
29. Okt. 2013
Eing

Certified copy

Vollmacht

Soho House Limited, ein Unternehmen, gegrundet nach englischem Recht, mit Sitz in 72-74 Dean Street, London, W1D 3SG, United Kingdom, eingetragen im Companies House unter der Nummer 3288116, (die "**Vollmachtgeberin**"), bevollmachtigt hiermit

Power of Attorney

Soho House Limited, a company organised under the laws of England and Wales, having its registered seat in 72-74 Dean Street, London, W1D 3SG, United Kingdom, registered with the Companies House under registration number 3288116, (the "**Grantor of Attorney**"), hereby authorises

Manuela Enzensberger
Christine Frank
Jasmin Frank
Gabriele Heinfling
Brigitte Kellner
Christina Pingitzer
Birgit Rau
Jennifer Schilling
David Lemper
Fabian Schneider
Daniela Konle
Catherine Blanc

samtlich geschaftsansassig / having their business address at

Tal 13, 80331 Munich, Germany

(die „**Bevollmächtigten**")

jeweils einzeln, die Vollmachtgeberin zu vertreten

(1) beim Abschluss eines Vertrages uber die Verpfändung von Geschaftsanteilen und sonstigen hiermit zusammenhangenden Rechten der Vollmachtgeberin an der Soho House Berlin GmbH zugunsten der Wells Fargo Trust Corporation Limited als Collateral Agent, und

(2) bei allen anderen Erklarungen, Registeranmeldungen, Handlungen und Entgegennahmen von Willenserklarungen, die nach dem freien Ermessen der Bevollmachtigten im Zusammenhang mit der vorgenannten Angelegenheit erforderlich oder nutzlich sind oder werden

Die Bevollmachtigten soll keine personliche Haftung im Zusammenhang mit Handlungen

(the "**Attorneys**")

each of them individually to represent the Grantor of Attorney

(1) in concluding an agreement regarding the pledge of shares and associated ancillary rights of the Grantor of Attorney in Soho House Berlin GmbH for the benefit of Wells Fargo Trust Corporation Limited as collateral agent, and

(2) in any and all other declarations, register applications, actions and receipts of declarations which in the discretion of the Attorneys are or may be necessary or expedient in connection with the abovementioned matter

The Attorneys shall not incur any personal liability in connection with any actions taken treffen, die im Rahmen dieser Vollmacht erfolgen Die Vollmachtgeberin verpflichtet sich hiermit, alle rechtmaßigen Handlungen zu genehmigen und zu bestatigen, die der Bevollmachtigte im Rahmen dieser Vollmacht vornimmt, und verpflichtet sich, den Bevollmachtigten von allen Anspruchen freizustellen, die infolge eines Handelns im Rahmen dieser Vollmacht entstehen oder drohen, Vorsatz und grobe Fahrlassigkeit ausgenommen

under this power of attorney The Grantor of Attorney hereby undertakes to ratify and confirm all lawful acts carried out by the Attorneys in connection with this power of attorney and undertakes to indemnify and hold harmless the Attorneys from any and all claims arising or threatened as a result of the Attorneys' actions in connection with this power of attorney, save where the Attorneys have acted with wilful intent or gross negligence

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen Jeder der Bevollmachtigten ist berechtigt, Erklarungen Dritter zu genehmigen

In cases of doubt, this power of attorney shall be construed broadly so as to give effect to the intentions of the Grantor of Attorney in its granting

Die Bevollmachtigten sind von den Beschrankungen des § 181 BGB sowie von entsprechenden Beschrankungen auslandischer Rechtsordnungen befreit und berechtigt, Dritten Untervollmacht in demselben Umfang, auch unter Befreiung von den Beschrankungen des § 181 BGB sowie von entsprechenden Beschrankungen auslandischer Rechtsordnungen, zu erteilen

The Attorneys shall be released from the restrictions set forth in section 181 German Civil Code and similar restrictions under other jurisdictions and may appoint sub-representatives with the same scope of authority, also with the exemption from the restrictions set forth in section 181 German Civil Code and similar restrictions under other jurisdictions

Jeder Bevollmachtigte kann alle Handlungen vornehmen und/oder alle Erklarungen abgeben und empfangen, die erforderlich oder nach Auffassung des Bevollmachtigten sachdienlich sind, um die vorstehenden Geschäfte abzuschließen und durchzuführen Die Vollmacht erstreckt sich auch auf alle den Bevollmachtigten als sinnvoll und/oder zweckmaßig erscheinenden Zusatz- und/oder Erganzungsregelungen

Each Attorney may take any action and/or make and receive any declaration which is necessary or in the opinion of the Attorney is useful to execute and consummate the above mentioned transactions This power of attorney also covers any additional or supplementary provisions which the Attorneys deem to be reasonable and/or expedient

Diese Vollmacht gilt für die Abgabe und Entgegennahme samtlicher Erklarungen und zur Vornahme samtlicher Handlungen gleich in welcher Form, z B ob in privater Schriftform, notarieller Form, urkundlich oder mundlich Die Bevollmachtigten konnen wiederholt von dieser Vollmacht Gebrauch machen

This power of attorney entitles each of the Attorneys to make and accept any declarations and to perform any acts that are associated regardless of the form, e g whether in private written form, notarial form, by deed or orally The Attorneys may use this power of attorney repeatedly

Außerdem genehmigt die Vollmachtgeberin hiermit etwaige von den Bevollmachtigten in Bezug auf die oben genannten Gegenstande der Vollmacht bereits abgegebenen Erklarungen und vorgenommenen Handlungen

The Grantor of Attorney herewith ratifies (*genehmigt*) any declarations already made by the Attorneys with respect to the above transactions and any acts already performed in connection therewith

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland Sie erlischt am 30 November 2013

Der für die Vollmacht maßgebliche Text ist derjenige, der in deutscher Sprache abgefasst ist Bei einer unterschiedlichen Auslegung des deutschsprachigen und des englischsprachigen Textes hat der deutschsprachige Text Vorrang

Ort New York, den 23 Oktober

This power of attorney is governed by the laws of the Federal Republic of Germany It expires on 30 November 2013

The definitive text of this power of attorney is the German language text Therefore, in the event of any discrepancies in the interpretation of the German and English language texts, the German text shall take precedence

Place New York, date 23 October 2013

Grantor of Attorney

Soho House Limited

Name Nicolas Jones

Title Director

I hereby certify, that the above copy is a true copy of the original

Munich, dated this 29th day of October, 2013

Rüth, deputy notary

Certified copy

Vollmacht

Soho House Berlin GmbH, ein Unternehmen, gegründet nach deutschem Recht, mit Sitz in Berlin, eingetragen im Handelsregister des Amtsgerichts Charlottenburg unter HRB 110858 B (die „**Vollmachtgeberin**"), bevollmächtigt hiermit

Power of Attorney

Soho House Berlin GmbH, a company organised under the laws of Germany, having its registered seat in Berlin, registered with the commercial register at the local court of Charlottenburg under HRB 110858 B (the "**Grantor of Attorney**"), hereby authorises

Notare
Rüth / Dr Döbereiner
29. Okt. 2013
Eing

Manuela Enzensberger
Christine Frank
Jasmin Frank
Gabriele Heinfling
Brigitte Kellner
Christina Pingitzer
Birgit Rau
Jennifer Schilling
David Lemper
Fabian Schneider
Daniela Konle
Catherine Blanc

sämtlich geschäftsansässig / having their business address at

Tal 13, 80331 Munich, Germany

(die „**Bevollmächtigten**")

jeweils einzeln, die Vollmachtgeberin zu vertreten

(1) beim Abschluss eines Vertrages über die Verpfändung von Geschäftsanteilen und sonstigen hiermit zusammenhängenden Rechten der Soho House Limited an der Vollmachtgeberin zugunsten der Wells Fargo Trust Corporation Limited als Collateral Agent, und

(2) bei allen anderen Erklärungen, Registeranmeldungen, Handlungen und Entgegennahmen von Willenserklärungen, die nach dem freien Ermessen der Bevollmächtigten im Zusammenhang mit der vorgenannten Angelegenheit erforderlich oder nützlich sind oder werden

Die Bevollmächtigten soll keine persönliche Haftung im Zusammenhang mit Handlungen treffen, die im Rahmen dieser Vollmacht

(the "**Attorneys**")

each of them individually to represent the Grantor of Attorney

(1) in concluding an agreement regarding the pledge of shares and associated ancillary rights of Soho House Limited in the Grantor of Attorney for the benefit of Wells Fargo Trust Corporation Limited as collateral agent, and

(2) in any and all other declarations, register applications, actions and receipts of declarations which in the discretion of the Attorneys are or may be necessary or expedient in connection with the abovementioned matter

The Attorneys shall not incur any personal liability in connection with any actions taken under this power of attorney The Grantor of erfolgen Die Vollmachtgeberin verpflichtet sich hiermit, alle rechtmäßigen Handlungen zu genehmigen und zu bestätigen, die der Bevollmächtigte im Rahmen dieser Vollmacht vornimmt, und verpflichtet sich, den Bevollmächtigten von allen Ansprüchen freizustellen, die infolge eines Handelns im Rahmen dieser Vollmacht entstehen oder drohen, Vorsatz und grobe Fahrlässigkeit ausgenommen

Attorney hereby undertakes to ratify and confirm all lawful acts carried out by the Attorneys in connection with this power of attorney and undertakes to indemnify and hold harmless the Attorneys from any and all claims arising or threatened as a result of the Attorneys' actions in connection with this power of attorney, save where the Attorneys have acted with wilful intent or gross negligence

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen Jeder der Bevollmächtigten ist berechtigt, Erklärungen Dritter zu genehmigen

In cases of doubt, this power of attorney shall be construed broadly so as to give effect to the intentions of the Grantor of Attorney in its granting

Die Bevollmächtigten sind von den Beschränkungen des § 181 BGB befreit und berechtigt, Dritten Untervollmacht in demselben Umfang; auch unter Befreiung von den Beschränkungen des § 181 BGB zu erteilen

The Attorneys shall be released from the restrictions set forth in section 181 German Civil Code and may appoint sub-representatives with the same scope of authority, also with the exemption from the restrictions set forth in section 181 German Civil Code

Jeder Bevollmächtigte kann alle Handlungen vornehmen und/oder alle Erklärungen abgeben und empfangen, die erforderlich oder nach Auffassung des Bevollmächtigten sachdienlich sind, um die vorstehenden Geschäfte abzuschließen und durchzuführen Die Vollmacht erstreckt sich auch auf alle den Bevollmächtigten als sinnvoll und/oder zweckmäßig erscheinenden Zusatz- und/oder Ergänzungsregelungen

Each Attorney may take any action and/or make and receive any declaration which is necessary or in the opinion of the Attorney is useful to execute and consummate the above mentioned transactions This power of attorney also covers any additional or supplementary provisions which the Attorneys deem to be reasonable and/or expedient

Diese Vollmacht gilt für die Abgabe und Entgegennahme sämtlicher Erklärungen und zur Vornahme sämtlicher Handlungen gleich in welcher Form, z B ob in privater Schriftform, notarieller Form, urkundlich oder mündlich Die Bevollmächtigten können wiederholt von dieser Vollmacht Gebrauch machen

This power of attorney entitles each of the Attorneys to make and accept any declarations and to perform any acts that are associated regardless of the form, e g whether in private written form, notarial form, by deed or orally The Attorneys may use this power of attorney repeatedly

Außerdem genehmigt die Vollmachtgeberin hiermit etwaige von den Bevollmächtigten in Bezug auf die oben genannten Gegenstände der Vollmacht bereits abgegebenen Erklärungen und vorgenommenen Handlungen

The Grantor of Attorney herewith ratifies (*genehmigt*) any declarations already made by the Attorneys with respect to the above transactions and any acts already performed in connection therewith

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland Sie erlischt am

This Power of Attorney is governed by the laws of the Federal Republic of Germany It

30 November 2013

Der für die Vollmacht maßgebliche Text ist derjenige, der in deutscher Sprache abgefasst ist Bei einer unterschiedlichen Auslegung des deutschsprachigen und des englischsprachigen Textes hat der deutschsprachige Text Vorrang

Ort New York, den 23 Oktober 2013

expires on 30 November 2013

The definitive text of this power of attorney is the German language text Therefore, in the event of any discrepancies in the interpretation of the German and English language texts, the German text shall take precedence

Place New York, date 23 October

Grantor of Attorney

Soho House Berlin GmbH

~~Name~~ Guy Williams

Title Managing Director

I hereby certify, that the above copy is a true copy of the original

Munich, dated this 29th day of October, 2013

Ruth, deputy notary

Certified copy

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

WELLS FARGO

Notare
Ruth / Dr. Dobereiner
25. Okt. 2013
Eing ul / wo

Power of Attorney

The undersigned Wells Fargo Trust Corporation Limited, London, United Kingdom, (the "**Principal**") hereby grants power of attorney to

Vollmacht

Die unterzeichnende Wells Fargo Trust Corporation Limited, London, Großbritannien, (der "**Vollmachtgeber**") bevollmächtigt hiermit

Akua Gyekye

Albrecht Brodhun

Alexander Lang

Alexander Weiss

Alexandra Baumgart

Christian Hentrich

Christian Wuthenow

Christine Apfelbacher

Christoph Krampe

Dorothea Schimmel

Georg Piroth

Jannicka Sondag

Jessica Wilckens

Karl Ehrenberg

Martin Barlosius

Mathias Klement

Oliver Seyd

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

WELLS FARGO

Petra Schindler

Regina Goebel

Sabine Gröbner

Silvia Katharina Meier

Stefan Ackermann

Stefan Schmidtke

Yannick Kwast

each having their business address at Clifford Chance, Theresienstrasse 4 - 6, 80333 München, Germany	geschaftsansässig bei Clifford Chance, Theresienstrasse 4 - 6, 80333 Munchen, Deutschland
(hereinafter referred to as the "**Attorneys**")	(nachstehend die "**Bevollmächtigten**" genannt)
and to each of the aforementioned persons individually,	und zwar jede/n der Vorgenannten einzeln,
to represent the Principal in connection with the execution of a notarial share pledge agreement relating to the shares in Soho House Berlin GmbH, HRB 110858 of the local court of Charlottenburg, Germany, between, among others, Soho House Limited as pledgor and Wells Fargo Trust Corporation Limited and others as pledgees	den Vollmachtgeber zu vertreten im Zusammenhang mit dem Abschluss eines notariellen Geschaftsanteilsverpfändungsvertrages hinsichtlich der Anteile an der Soho House Berlin GmbH, HRB 110858 des Amtsgerichts Charlottenburg, Deutschland, zwischen, unter anderen, Soho House Limited als Pfandgeber und Wells Fargo Trust Corporation Limited und anderen als Pfandnehmern

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

In addition, the Principal hereby grants,	Darüber hinaus erteilt der Vollmachtgeber hiermit,
by way of delegation of the powers of attorney granted to it as security trustee by the financial institutions listed below in an intercreditor agreement dated 27 September 2013, substitute	auf der Grundlage der ihm als Sicherheitentreuhander in einem Intercreditor Vertrag vom 27 September 2013 von den nachstehend aufgeführten Finanzinstitutionen erteilten Vollmacht,
power of attorney to the Attorneys,	Untervollmacht an die Bevollmachtigten,
and to each of them individually,	und zwar an jede/n der Bevollmachtigten einzeln,
to represent each of the financial institutions listed below in connection with the execution of a notarial share pledge agreement relating to the shares in Soho House Berlin GmbH, HRB 110858 of the local court of Charlottenburg, Germany, between, among others, Soho House Limited as pledgor and Wells Fargo Trust Corporation Limited and others as pledgees	jede der nachstehend genannten Finanz-institutionen im Zusammenhang mit dem Abschluss eines notariellen Geschaftsanteilsverpfändungsvertrages hinsichtlich der Anteile an der Soho House Berlin GmbH, HRB 110858 des Amtsgerichts Charlottenburg, Deutschland, zwischen, unter anderen, Soho House Limited als Pfandgeber und Wells Fargo Trust Corporation Limited und anderen als Pfandnehmern zu vertreten
(i) Barclays Bank PLC, 1 Churchill Place, London, E14 5JJ, United Kingdom as arranger, as agent and as lender, and	(iii) Barclays Bank PLC, 1 Churchill Place, London, E14 5JJ, United Kingdom als Arrangeur, Agent und als Kreditgeber, und
(ii) Wells Fargo Bank, N A as notes	(iv) Wells Fargo Bank, N A als Notes

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

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Fax +44 (0)20 7149 7220

WELLS FARGO

trustee

(the "**Finance Parties**")

Trustee

(zusammen die "**Finanzierungsparteien**")

This Power of Attorney includes the power to agree the terms of, and any amendments to, any agreements which are necessary or desirable in this context, the power to make and receive all declarations and registrations which are necessary or desirable in this context, whether without the observance of any form, in private written form (*private Schriftform*) or in notarial form

Die Bevollmachtigten sind bevollmachtigt, alle in diesem Zusammenhang erforderlichen oder zweckmäßigen Vertrage und Anderungsvertrage abzuschließen sowie alle Erklarungen abzugeben und zu empfangen und alle Rechtshandlungen vorzunehmen, die in diesem Zusammenhang erforderlich oder zweckmaßig sind, gleichgultig ob formlos, in privater Schriftform oder in notarieller Form

The Attorneys are authorised to make and accept all declarations which are connected in any manner whatsoever with the above and to take all further measures in connection therewith The Attorneys are exempted from the restrictions of Section 181 of the German Civil Code and any similar restrictions under any other applicable law.

Die Bevollmächtigten sind berechtigt, alle mit den vorstehenden Angelegenheiten in irgendeiner Weise zusammenhängenden Erklarungen abzugeben und entgegenzunehmen und alle damit zusammenhangenden weiteren Maßnahmen zu treffen Die Bevollmächtigten sind von den Beschrankungen des § 181 BGB und ähnlichen Beschrankungen aufgrund sonstigen anwendbaren

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

WELLS FARGO

Rechts befreit

Any changes to the parties and/or amounts and/or dates in respect of the agreements referred to above shall not affect the Power of Attorney granted herewith	Anderungen bezuglich der Parteien und/oder der Betrage und/oder des Datums des Vertragsschlusses im Zusammenhang mit den vorgenannten Vertragen wirken sich nicht auf die hiermit erteilte Vollmacht aus
This Power of Attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany It expires on 30 November 2013, 12 o'clock pm.	Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland und wird in Ubereinstimmung mit dem Recht der Bundesrepublik Deutschland ausgelegt Sie erlischt am 30 November 2013, 24 Uhr
The German version of this Power of Attorney prevails	Maßgeblich ist die deutsche Fassung dieser Vollmacht

LONDON 23/10/13

place, date/Ort, Datum

Wells Fargo Trust Corporation Limited

One Plantation Place

30 Fenchurch Street

London

EC3M 3BD

Tel +44 (0)20 7149 8100

Fax +44 (0)20 7149 7220

WELLS FARGO

[*vollständige Firma des Vollmachtgebers/ full legal name of principal*]

by:

Name: [*full name of signing individual/ vollständiger Name der unterzeichnenden Person*] RAPHAEL PARKER

Title [*function/Funktion*] DIRECTOR

I hereby certify, that the above copy is a true copy of the original.

Munich, dated this 29th day of October, 2013

Ruth, deputy notary

I hereby certify, that the above copy is a true copy of the original

Munich, dated this 29th day of October, 2013

Ruth, deputy notary