

MR01

Particulars of a charge

113056113



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 the
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 registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**



LD6

L4GW5TQY

28/09/2015

#68

COMPANIES HOUSE

1 Company details

Company number/ 0 3 2 8 8 1 1 6

Company name in full Soho House Limited

20

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 5 0 9 2 0 1 5

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
each of the Secured Parties

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The intellectual property as specified in the instrument by reference to a debenture dated 27 September 2013 with charge number 032881160018

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

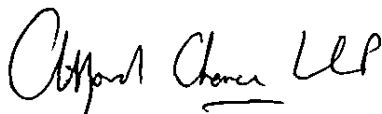
9

Signature

Please sign the form here

Signature

Signature

X  X

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

MR01

Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name **John Burge (70-40557667)**

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 4517**



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 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th September 2015 and created by SOHO HOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2015.

Q

Given at Companies House, Cardiff on 30th September 2015



Companies House



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

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

DATED 25 September 2015

THE COMPANIES LISTED HEREIN
AS CHARGORS

IN FAVOUR OF
WELLS FARGO TRUST CORPORATION LIMITED

SUPPLEMENTAL DEBENTURE

EXECUTED IN CONNECTION WITH THE STERLING
BUSINESS OVERDRAFT FACILITY MADE
AVAILABLE TO SOHO HOUSE UK LIMITED
PURSUANT TO THE COMMERCIAL TERMS AND
THE STANDARD TERMS ACCEPTED BY SOHO
HOUSE UK LIMITED ON 25 September 2015.

SUPPLEMENTAL TO A DEBENTURE DATED 27
SEPTEMBER 2013

We hereby certify that,
save for material redacted pursuant to s 895G of the Companies Act 2006,
this is a true copy of the original

Date 28/09/2015

Signed Clifford Chance LLP

Clifford Chance LLP
10 Upper Bank St
London E14 5JJ

70-40557667

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THIS SUPPLEMENTAL DEBENTURE is made by way of deed on 25 September
2015

BY

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**"), in favour of
- (2) **WELLS FARGO TRUST CORPORATION LIMITED** as Collateral Agent for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Collateral Agent**")

RECITALS:

- (A) Pursuant to the Original Debenture (as defined below) the Chargors created security over the Charged Property (as defined in the Original Debenture) in favour of the Collateral Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Debenture)
- (B) Barclays Bank PLC as a *Pari Passu* Creditor (as defined in the Original Debenture) has agreed to make a £5,000,000.00 overdraft facility available to Soho House UK Limited pursuant to the Overdraft Facility Agreement (as defined below)
- (C) In accordance with the terms of the Overdraft Facility Agreement, the Chargors have entered into standalone guarantee and indemnity pursuant to which each Chargor grants a guarantee and indemnity in respect of the liabilities incurred by Soho House UK Limited under the Overdraft Facility Agreement
- (D) The Chargors wish to confirm the existing security created pursuant to the Original Debenture and grant security over the Charged Property in respect of their obligations to Barclays Bank PLC under the Additional *Pari Passu* Debt Documents (as defined below)
- (E) This Supplemental Debenture is supplemental to the Original Debenture

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture

"Additional *Pari Passu* Debt Documents" means the Overdraft Facility Agreement and the Standalone Guarantee

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Debenture and including, for the avoidance of doubt, such obligations arising under the Additional *Pari Passu* Debt Documents.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Security*).

"Intercreditor Agreement" means the intercreditor agreement dated 27 September 2013 between, among others, Soho House Bond Limited as the Company, Soho House Group Limited as the Parent, the Collateral Agent, Barclays Bank PLC as RCF Agent, the Creditors and the Debtors (each as defined in the Intercreditor Agreement)

"Original Debenture" means the debenture dated 27 September 2013 between the Chargors and the Collateral Agent.

"Original Facility Agreement" means the senior revolving facility agreement dated 27 September 2013 between, amongst others, Soho House Group Limited as the Parent, Soho House Bond Limited as the Company, the Chargors as Original Guarantors, the Collateral Agent and the financial institutions named therein as Lenders

"Original Security" means the security created by or pursuant to the Original Debenture.

"Overdraft Facility Agreement" means the £5,000,000.00 sterling business overdraft facility made available to Soho House UK Limited accepted for and behalf of Soho House UK Limited on or around the date hereof.

"Standalone Guarantee" means the standalone guarantee and indemnity dated on, or around, the date hereof between, amongst others, Soho House UK Limited and Barclays Bank PLC.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the Original Debenture, the Additional *Pari Passu* Debt Documents and the Intercreditor Agreement has the same meaning in this Supplemental Debenture, or any notice given under or in connection with this Supplemental Debenture

1.3 Construction

1.3.1 The rules of interpretation contained in clauses 1.2 (*Interpretation*) of the Original Debenture shall apply to the construction of this Supplemental Debenture, or in any notice given under or in connection with this Supplemental Debenture.

1.3.2 Any reference to the "Collateral Agent", the "Secured Parties" or any "Chargor" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent in accordance with the Intercreditor Agreement.

1.3.3 From the date hereof the Original Debenture shall be read and construed as one document with this Supplemental Debenture.

1.3.4 References in this Supplemental Debenture, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Debenture.

1.3.5 This Supplemental Debenture shall, including for the purposes of the Intercreditor Agreement, be a Transaction Security Document

1.4 Present and future assets

A reference in this Supplemental Debenture to any Mortgaged Property, Charged Property or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Property and other assets

1.5 Real Property

- (a) A reference in this Supplemental Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights
- (b) The terms of the Original Facility Agreement, the Overdraft Facility Agreement and each other Secured Debt Document are incorporated into this Supplemental Debenture and each other Secured Debt Document to the extent required for any purported disposition of any Real Property contained in any Secured Debt Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Separate Security

Clauses 4.1 (*Mortgage of Real Property*) to 4.13 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not

1.7 Collateral Agent assumes no obligation

The Collateral Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Supplemental Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Property.

2 CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties (including, for the avoidance of doubt, Barclays Bank PLC as a *Pari Passu* Creditor) that with effect from date hereof, the Original Security shall (a) remain in full force and effect and (b) continue to secure its Amended Secured Obligations under the Secured Debt Documents (including, but not limited to, under the Additional *Pari Passu* Debt Documents).

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the security created by or pursuant to this Supplemental Debenture is:

- (a) created with full title guarantee,
- (b) created in favour of the Collateral Agent as trustee for the Secured Parties (including, for the avoidance of doubt, Barclays Bank PLC as a *Pari Passu* Creditor) and the Collateral Agent shall hold the benefit of this Supplemental Debenture and the security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations

3.2 Supplemental Security

All the security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

3.3 Consent for Fixed Security

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

3.4 Limitations in relation to U.S. Obligors

No security constituted by or created pursuant to this Supplemental Debenture by a Limited Collateral Party shall secure the Secured Obligations of any U S Obligor in respect of the RCF Liabilities.

3.5 Limitations in respect of Excluded Assets

There shall be excluded from the charge created by Clause 4 (*Supplemental Fixed Security*).

- (a) any asset or property right of any Chargor of any nature:
 - (i) the provision of Fixed Security over which would result in the invalidity, unenforceability, loss of ownership or right of the relevant Chargor to use such asset (but only for so long as the condition causing such invalidity, unenforceability, loss of ownership or loss of use exists), and
 - (ii) where governmental consent or approval is necessary to enable such asset to become the subject of Fixed Security under this Supplemental Debenture; and

- (b) fixed or capital assets subject to a capital lease, purchase money obligations or mortgage financing prohibiting the creation of Fixed Security under this Supplemental Debenture over such assets, but only for so long as any prohibition in respect of such asset remains in force

4 SUPPLEMENTAL FIXED SECURITY

4.1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property.

4.2 Fixed charge over Real Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights.

4.3 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

4.4 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Control Accounts) and all Related Rights.

4.5 Fixed charge over contracts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (including each of its interest or currency rate swap, cap, floor, collar or option transactions) and all Related Rights

4.6 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Debenture) and all Related Rights (to the extent not already charged under this Clause 4.6)

4.7 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.8 Fixed charge over Shares

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

4.9 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights.

4.10 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any (i) goodwill and (ii) rights and claims in relation to the uncalled capital of that Chargor

4.11 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4.12 (*Assignment of Control Accounts*) and 4.13 (*Assignment of Insurance Policies*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all Related Rights in relation to each of those assets

4.12 Assignment of Control Accounts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Control Account of that Chargor and all Related Rights

4.13 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights

5. SUPPLEMENTAL FLOATING CHARGE

5.1 Floating charge

- (a) Each Chargor charges by way of first floating charge in favour of the Collateral Agent all present and future assets (save for any Jersey situs assets) and undertaking of that Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Secured Debt Documents in favour of the Collateral Agent as security for the Amended Secured Obligations

- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above.

6. MISCELLANEOUS

6.1 Incorporation of provisions from the Original Debenture

The provisions of clauses 1.3 (*Third party rights*), 2 (*Covenant to pay*), 5.2 (*Crystallisation. by notice*), 5.3 (*Crystallisation automatic*), 6 (*Provisions as to Security and Perfection*), 7 (*Further Assurance*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*General Undertakings*), 14 (*Enforcement of Security*), 15 (*Extension of Powers and Right of Appropriation*), 16 (*Appointment of Receiver or Administrator*), 17 (*Powers of Receivers*), 18 (*Application of Proceeds*), 19 (*Protection of Purchasers*), 21 (*Effectiveness of Security*), 22 (*Release of Security*), 23 (*Set-off*), 24 (*Prior Security Interests*), 25 (*Subsequent Security Interests*), 26 (*Collateral Agent*), 27 (*Assignment*), 28 (*Notices*), 29 (*Payments, Expenses, Stamp Taxes and Indemnity*), 30 (*Payment free of deduction*), 31 (*Discretion and Delegation*), and 33 (*Jurisdiction*) and Schedules 6 (*Form of Notice of Security to Account Bank*) and 7 (*Form of Notice of Assignment of Insurance Policy*) of the Original Debenture are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references in those clauses to

- (a) the "RCF Facility Agreement" are references to the Original Facility Agreement";
- (b) the "Secured Obligations" are references to the "Amended Secured Obligations"; and
- (c) "this Debenture" are references to this Supplemental Debenture.

6.2 Original Debenture

Except insofar as supplemented by this Supplemental Debenture, the Original Debenture shall remain in full force and effect.

6.3 No merger

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture.

7. POWER OF ATTORNEY

7.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Collateral Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for.

(a) carrying out any obligation imposed on any Chargor by this Supplemental Debenture or any other agreement binding on such Chargor to which the Collateral Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property and perfecting and/or releasing the security created or intended to be created in respect of the Charged Property); and

7.1.2 enabling the Collateral Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Supplemental Debenture by law (including, after the occurrence of an Acceleration Event, the exercise of any right of a legal or beneficial owner of the Charged Assets),

provided that, subject to paragraph (a) of Clause 7.1 above, such power of attorney shall not be exercisable unless an Acceleration Event has occurred or the relevant Chargor has failed to comply with such obligation within 10 Business Days of receiving notice from the Collateral Agent notifying it of such failure

7.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

8 COUNTERPARTS

This Supplemental Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Debenture.

9. GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS SUPPLEMENTAL DEBENTURE has been signed by the Collateral Agent and executed as a deed by each Chargor and is delivered by it on the date stated at the beginning of this Supplemental Debenture.

**SCHEDULE 1
THE CHARGORS**

Name and Company Number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice
SHG Acquisition (UK) Limited, registration number 6395943	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn: Ian Banks
Soho House Limited, registration number 3288116	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn: Ian Banks
Soho House UK Limited, registration number 2864389	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn: Ian Banks
Cowshed Products Limited, registration number 3869426	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn: Ian Banks
Soho House Properties Limited, registration number 7181524	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn: Ian Banks
BN Midco Limited, registration number 109633	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax: +44 1534 504444 Attn: Ian Rumens
BN AcquireCo Limited, registration number 109632	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax: +44 1534 504444 Attn: Ian Rumens

Name and Company Number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice
Abertarff Limited, registration number 95783	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax +44 1534 504444 Attn. Ian Rumens
Soho House Group Limited, registration number 109634	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax +44 1534 504444 Attn. Ian Rumens
Soho House Bond Limited, registration number 112133	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax: +44 1534 504444 Attn. Ian Rumens

The Chargers

acting by S. WILLIAMS ...
Name of director

Signature

Witness address: _____

Witness occupation _____

Address

Fax:

Email:

EXECUTED as a **DEED** by
SOHO HOUSE LIMITED

acting by: *G. M. M. M.*
Name of director

)
[Redacted]
Signature

In the presence of:

Witness signature. [Redacted]

Witness name. *EMILIE BOUNDS*

Witness address: [Redacted]

Witness occupation: [Redacted]

Contact Details:

Address:
.....
.....

Fax:

Email:

**EXECUTED as a DEED by
SOHO HOUSE UK LIMITED**

acting by *G. Williams*
Name of director

)
)
)
)
)

[Redacted Signature]

Signature

In the presence of,

Witness signature

[Redacted Signature]

Witness name:

EMILIE POWERS

Witness address:

[Redacted Address]

Witness occupation:

Contact Details:

Address

.....
.....
.....

Fax:

.....

Email:

.....

acting by: .. *G. Williams*
Name of director

Signature

Witness signature

Witness name:

EMILIE POUNDS

Witness address:

Witness occupation**Contact Details:****Address:****Fax:****Email:**

**EXECUTED as a DEED by
SOHO HOUSE PROPERTIES
LIMITED**

acting by: G. Williams
Name of director

)
)
)
)
)
)

[Redacted Signature]

Signature

In the presence of:

Witness signature

[Redacted Signature]

Witness name:

EMILIE POTAKOS

Witness address:

[Redacted Address]

Witness occupation:

Contact Details:

Address:

.....
.....
.....

Fax:

.....

Email:

.....

**EXECUTED as a DEED by
BN MIDCO LIMITED**

acting by: NICHOLAS JONES
Name of director

Signature

In the presence of:

Witness signature.

Witness name.

Witness address:

Witness occupation.

Contact Details:

Address:

Fax:

Email:

**EXECUTED as a DEED by
BN ACQUIRECO LIMITED**

acting by: NICHOLAS JONES
Name of director

)
)
)
)
)

Signature

[Redacted Signature]

In the presence of

Witness signature.

[Redacted Signature]

Witness name:

EMILIE DOLAND

Witness address:

[Redacted Address]

Witness occupation:

Contact Details:

Address:

.....
.....
.....

Fax:

.....

Email:

.....

EXECUTED as a DEED by
ABERTARFF LIMITED

acting by. MCOWAN JONES
Name of director

Signature

In the presence of

Witness signature.

Witness name.

EMILIE POUNDS

Witness address:

Witness occupation

Contact Details:

Address:

Fax:

Email:

**EXECUTED as a DEED by
SOHO HOUSE GROUP LIMITED**

acting by: NICHOLAS .. JONES
Name of director

Signature

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Contact Details:

Address:

Fax:

Email:

EXECUTED as a DEED by
SOHO HOUSE BOND LIMITED

acting by: NICHOLAS JONLZ
Name of director

Signature

In the presence of:

Witness signature:

Witness name:

EMILIE POUNDS

Witness address:

Witness occupation:

Contact Details:

Address:

Fax:

Email:

The Collateral Agent

Signed by
WELLS FARGO
TRUST CORPORATION LIMITED
for and on its behalf by its duly authorised
Officer

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)
)
)
Signature

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

DATED 25 September 2015

THE COMPANIES LISTED HEREIN
AS CHARGORS

IN FAVOUR OF
WELLS FARGO TRUST CORPORATION LIMITED

SUPPLEMENTAL DEBENTURE

EXECUTED IN CONNECTION WITH THE STERLING
BUSINESS OVERDRAFT FACILITY MADE
AVAILABLE TO SOHO HOUSE UK LIMITED
PURSUANT TO THE COMMERCIAL TERMS AND
THE STANDARD TERMS ACCEPTED BY SOHO
HOUSE UK LIMITED ON 25 September 2015

SUPPLEMENTAL TO A DEBENTURE DATED 27
SEPTEMBER 2013

70-40557667

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THIS SUPPLEMENTAL DEBENTURE is made by way of deed on 25 September 2015

BY

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**"), in favour of
- (2) **WELLS FARGO TRUST CORPORATION LIMITED** as Collateral Agent for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Collateral Agent**")

RECITALS:

- (A) Pursuant to the Original Debenture (as defined below) the Chargors created security over the Charged Property (as defined in the Original Debenture) in favour of the Collateral Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Debenture)
- (B) Barclays Bank PLC as a *Pari Passu* Creditor (as defined in the Original Debenture) has agreed to make a £5,000,000 00 overdraft facility available to Soho House UK Limited pursuant to the Overdraft Facility Agreement (as defined below)
- (C) In accordance with the terms of the Overdraft Facility Agreement, the Chargors have entered into standalone guarantee and indemnity pursuant to which each Chargor grants a guarantee and indemnity in respect of the liabilities incurred by Soho House UK Limited under the Overdraft Facility Agreement
- (D) The Chargors wish to confirm the existing security created pursuant to the Original Debenture and grant security over the Charged Property in respect of their obligations to Barclays Bank PLC under the Additional *Pari Passu* Debt Documents (as defined below)
- (E) This Supplemental Debenture is supplemental to the Original Debenture

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture

"Additional *Pari Passu* Debt Documents" means the Overdraft Facility Agreement and the Standalone Guarantee

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Debenture and including, for the avoidance of doubt, such obligations arising under the Additional *Pari Passu* Debt Documents

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Security*).

"Intercreditor Agreement" means the intercreditor agreement dated 27 September 2013 between, among others, Soho House Bond Limited as the Company, Soho House Group Limited as the Parent, the Collateral Agent, Barclays Bank PLC as RCF Agent, the Creditors and the Debtors (each as defined in the Intercreditor Agreement)

"Original Debenture" means the debenture dated 27 September 2013 between the Chargors and the Collateral Agent

"Original Facility Agreement" means the senior revolving facility agreement dated 27 September 2013 between, amongst others, Soho House Group Limited as the Parent, Soho House Bond Limited as the Company, the Chargors as Original Guarantors, the Collateral Agent and the financial institutions named therein as Lenders

"Original Security" means the security created by or pursuant to the Original Debenture

"Overdraft Facility Agreement" means the £5,000,000 00 sterling business overdraft facility made available to Soho House UK Limited accepted for and behalf of Soho House UK Limited on or around the date hereof

"Standalone Guarantee" means the standalone guarantee and indemnity dated on, or around, the date hereof between, amongst others, Soho House UK Limited and Barclays Bank PLC

1 2 **Terms defined in other Finance Documents**

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the Original Debenture, the Additional Pari Passu Debt Documents and the Intercreditor Agreement has the same meaning in this Supplemental Debenture, or any notice given under or in connection with this Supplemental Debenture

1 3 **Construction**

1 3 1 The rules of interpretation contained in clauses 1.2 (*Interpretation*) of the Original Debenture shall apply to the construction of this Supplemental Debenture, or in any notice given under or in connection with this Supplemental Debenture.

1 3 2 Any reference to the **"Collateral Agent"**, the **"Secured Parties"** or any **"Chargor"** shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent in accordance with the Intercreditor Agreement

1 3 3 From the date hereof the Original Debenture shall be read and construed as one document with this Supplemental Debenture

1 3 4 References in this Supplemental Debenture, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Debenture

1.3.5 This Supplemental Debenture shall, including for the purposes of the Intercreditor Agreement, be a Transaction Security Document

1.4 Present and future assets

A reference in this Supplemental Debenture to any Mortgaged Property, Charged Property or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Property and other assets

1.5 Real Property

- (a) A reference in this Supplemental Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights
- (b) The terms of the Original Facility Agreement, the Overdraft Facility Agreement and each other Secured Debt Document are incorporated into this Supplemental Debenture and each other Secured Debt Document to the extent required for any purported disposition of any Real Property contained in any Secured Debt Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1.6 Separate Security

Clauses 4.1 (*Mortgage of Real Property*) to 4.13 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not

1.7 Collateral Agent assumes no obligation

The Collateral Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Supplemental Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Property

2 CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties (including, for the avoidance of doubt, Barclays Bank PLC as a *Pari Passu* Creditor) that with effect from date hereof, the Original Security shall (a) remain in full force and effect and (b) continue to secure its Amended Secured Obligations under the Secured Debt Documents (including, but not limited to, under the Additional *Pari Passu* Debt Documents)

3 COMMON PROVISIONS

3 1 Common provisions as to all Security

All the security created by or pursuant to this Supplemental Debenture is:

- (a) created with full title guarantee,
- (b) created in favour of the Collateral Agent as trustee for the Secured Parties (including, for the avoidance of doubt, Barclays Bank PLC as a *Pari Passu* Creditor) and the Collateral Agent shall hold the benefit of this Supplemental Debenture and the security created by or pursuant to it on trust for the Secured Parties, and
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations

3 2 Supplemental Security

All the security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security

3 3 Consent for Fixed Security

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party

3 4 Limitations in relation to U.S. Obligors

No security constituted by or created pursuant to this Supplemental Debenture by a Limited Collateral Party shall secure the Secured Obligations of any U S Obligor in respect of the RCF Liabilities

3 5 Limitations in respect of Excluded Assets

There shall be excluded from the charge created by Clause 4 (*Supplemental Fixed Security*)

- (a) any asset or property right of any Chargor of any nature
 - (i) the provision of Fixed Security over which would result in the invalidity, unenforceability, loss of ownership or right of the relevant Chargor to use such asset (but only for so long as the condition causing such invalidity, unenforceability, loss of ownership or loss of use exists), and
 - (ii) where governmental consent or approval is necessary to enable such asset to become the subject of Fixed Security under this Supplemental Debenture, and

- (b) fixed or capital assets subject to a capital lease, purchase money obligations or mortgage financing prohibiting the creation of Fixed Security under this Supplemental Debenture over such assets, but only for so long as any prohibition in respect of such asset remains in force

4 SUPPLEMENTAL FIXED SECURITY

4.1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property

4.2 Fixed charge over Real Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights

4.3 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

4.4 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Control Accounts) and all Related Rights.

4.5 Fixed charge over contracts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (including each of its interest or currency rate swap, cap, floor, collar or option transactions) and all Related Rights

4.6 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Debenture) and all Related Rights (to the extent not already charged under this Clause 4.6)

4.7 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

4 8 Fixed charge over Shares

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

4.9 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights.

4 10 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any (i) goodwill and (ii) rights and claims in relation to the uncalled capital of that Chargor

4.11 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4 12 (*Assignment of Control Accounts*) and 4 13 (*Assignment of Insurance Policies*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all Related Rights in relation to each of those assets

4.12 Assignment of Control Accounts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Control Account of that Chargor and all Related Rights

4 13 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights

5 SUPPLEMENTAL FLOATING CHARGE

5 1 Floating charge

- (a) Each Chargor charges by way of first floating charge in favour of the Collateral Agent all present and future assets (save for any Jersey situs assets) and undertaking of that Chargor
- (b) The floating charge created pursuant to paragraph (a) of Clause 5 1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Secured Debt Documents in favour of the Collateral Agent as security for the Amended Secured Obligations

- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above

6 MISCELLANEOUS

6.1 Incorporation of provisions from the Original Debenture

The provisions of clauses 1.3 (*Third party rights*), 2 (*Covenant to pay*), 5.2 (*Crystallisation by notice*), 5.3 (*Crystallisation automatic*), 6 (*Provisions as to Security and Perfection*), 7 (*Further Assurance*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*General Undertakings*), 14 (*Enforcement of Security*), 15 (*Extension of Powers and Right of Appropriation*), 16 (*Appointment of Receiver or Administrator*), 17 (*Powers of Receivers*), 18 (*Application of Proceeds*), 19 (*Protection of Purchasers*), 21 (*Effectiveness of Security*), 22 (*Release of Security*), 23 (*Set-off*), 24 (*Prior Security Interests*), 25 (*Subsequent Security Interests*), 26 (*Collateral Agent*), 27 (*Assignment*), 28 (*Notices*), 29 (*Payments, Expenses, Stamp Taxes and Indemnity*), 30 (*Payment free of deduction*), 31 (*Discretion and Delegation*), and 33 (*Jurisdiction*) and Schedules 6 (*Form of Notice of Security to Account Bank*) and 7 (*Form of Notice of Assignment of Insurance Policy*) of the Original Debenture are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references in those clauses to

- (a) the "RCF Facility Agreement" are references to the Original Facility Agreement",
- (b) the "Secured Obligations" are references to the "Amended Secured Obligations", and
- (c) "this Debenture" are references to this Supplemental Debenture

6.2 Original Debenture

Except insofar as supplemented by this Supplemental Debenture, the Original Debenture shall remain in full force and effect

6.3 No merger

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture

7 POWER OF ATTORNEY

7.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Collateral Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

(a) carrying out any obligation imposed on any Chargor by this Supplemental Debenture or any other agreement binding on such Chargor to which the Collateral Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property and perfecting and/or releasing the security created or intended to be created in respect of the Charged Property), and

7.1.2 enabling the Collateral Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Supplemental Debenture by law (including, after the occurrence of an Acceleration Event, the exercise of any right of a legal or beneficial owner of the Charged Assets),

provided that, subject to paragraph (a) of Clause 7.1 above, such power of attorney shall not be exercisable unless an Acceleration Event has occurred or the relevant Chargor has failed to comply with such obligation within 10 Business Days of receiving notice from the Collateral Agent notifying it of such failure

7.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

8 COUNTERPARTS

This Supplemental Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Debenture

9 GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS SUPPLEMENTAL DEBENTURE has been signed by the Collateral Agent and executed as a deed by each Chargor and is delivered by it on the date stated at the beginning of this Supplemental Debenture.

**SCHEDULE 1
THE CHARGORS**

Name and Company Number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice
SHG Acquisition (UK) Limited, registration number 6395943	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn Ian Banks
Soho House Limited, registration number 3288116	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn Ian Banks
Soho House UK Limited, registration number 2864389	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn Ian Banks
Cowshed Products Limited, registration number 3869426	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn Ian Banks
Soho House Properties Limited, registration number 7181524	England and Wales	72-74 Dean Street London W1D 3SG United Kingdom Attn Ian Banks
BN Midco Limited, registration number 109633	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax: +44 1534 504444 Attn Ian Rumens
BN AcquireCo Limited, registration number 109632	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax: +44 1534 504444 Attn Ian Rumens

Name and Company Number of Chargor	Jurisdiction	Address, fax number and name of relevant department or officer to receive notice
Abertarff Limited, registration number 95783	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax +44 1534 504444 Attn Ian Rumens
Soho House Group Limited, registration number 109634	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax +44 1534 504444 Attn Ian Rumens
Soho House Bond Limited, registration number 112133	Jersey	44 Esplanade St Helier Jersey JE4 9WG Fax +44 1534 504444 Attn Ian Rumens

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

The Chargors

EXECUTED as a DEED by
SHG ACQUISITION (UK) LIMITED

acting by

Name of director

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Signature

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In the presence of

Witness signature

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Witness name

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Witness address

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Witness occupation.

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Contact Details:

Address:

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**EXECUTED as a DEED by
SOHO HOUSE LIMITED**

acting by

Name of director

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)

Signature

In the presence of

Witness signature

Witness name

Witness address

Witness occupation

Contact Details:

Address

Fax:

Email:

EXECUTED as a DEED by
SOHO HOUSE UK LIMITED

acting by .
Name of director

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Signature

In the presence of.

Witness signature .. .

Witness name

Witness address

... ..
.. .

Witness occupation

Contact Details:

Address
.
.

Fax:

Email:

EXECUTED as a DEED by
COWSHED PRODUCTS LIMITED

acting by

Name of director

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Signature

In the presence of

Witness signature

Witness name

Witness address

Witness occupation

Contact Details:

Address

Fax:

Email:

**EXECUTED as a DEED by
SOHO HOUSE PROPERTIES
LIMITED**

acting by ..
Name of director

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)
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)

Signature

In the presence of

Witness signature

Witness name

Witness address

Witness occupation

Contact Details:

Address:

Fax:

Email:

EXECUTED as a DEED by
BN MIDCO LIMITED

acting by . . .
Name of director

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Signature

In the presence of

Witness signature.

Witness name

Witness address

Witness occupation

Contact Details:

Address

Fax:

Email:

EXECUTED as a DEED by
BN ACQUIRECO LIMITED

acting by . . .
Name of director

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Signature

In the presence of

Witness signature . . .

Witness name.

Witness address

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. . .

Witness occupation

Contact Details:

Address .

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Fax: .

Email: .. .

EXECUTED as a DEED by
ABERTARFF LIMITED

acting by . .
Name of director

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Signature

In the presence of

Witness signature

Witness name

Witness address

Witness occupation

Contact Details:

Address

Fax:

Email:

EXECUTED as a DEED by
SOHO HOUSE GROUP LIMITED

acting by

Name of director

Signature

In the presence of

Witness signature

Witness name

Witness address

Witness occupation

Contact Details:

Address

Fax:

Email:

EXECUTED as a DEED by
SOHO HOUSE BOND LIMITED

acting by. . .
Name of director

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Signature

In the presence of

Witness signature

Witness name

Witness address
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Witness occupation

Contact Details:

Address
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Fax:

Email:

The Collateral Agent

Signed by
WELLS FARGO
TRUST CORPORATION LIMITED
for and on its behalf by its duly authorised
Officer

Ian Hancock

Signature

Alex Blewer
Vice President