



Registration of a Charge

Company name: **SHG Acquisition (UK) Limited**

Company number: **06395943**



X51BG14A

Received for Electronic Filing: **22/02/2016**

Details of Charge

Date of creation: **15/02/2016**

Charge code: **0639 5943 0006**

Persons entitled: **WELLS FARGO TRUST CORPORATION LIMITED**

Brief description: **FIXED CHARGE OVER PROPERTY, ACCOUNTS, CONTRACTS, INTELLECTUAL PROPERTY AND OTHER ASSETS. FLOATING CHARGE OVER ALL PRESENT AND FUTURE ASSETS. FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6395943

Charge code: 0639 5943 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2016 and created by SHG Acquisition (UK) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2016 .

Given at Companies House, Cardiff on 23rd February 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 15 FEBRUARY 2016

THE COMPANIES LISTED HEREIN
AS CHARGORS

IN FAVOUR OF
WELLS FARGO TRUST CORPORATION LIMITED

SECOND SUPPLEMENTAL DEBENTURE

EXECUTED IN CONNECTION WITH THE
AMENDMENT OF A SENIOR REVOLVING FACILITY
AGREEMENT ORIGINALLY DATED 27 SEPTEMBER
2013 AND AMENDED ON OR ABOUT THE DATE
HEREOF.

SUPPLEMENTAL TO A DEBENTURE DATED 27
SEPTEMBER 2013 AND A SUPPLEMENTAL
DEBENTURE DATED 25 SEPTEMBER 2015

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THIS SECOND SUPPLEMENTAL DEBENTURE is made by way of deed on
15 February 2016

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 and the Supplemental Debenture (each 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) Pursuant to the Supplemental Debenture (as defined below), the Chargors created further security over the Charged Property (as defined in the Supplemental Debenture) in favour of the Collateral Agent as continuing security for the payment and discharge of all the Amended Secured Obligations (as defined in the Supplemental Debenture).
- (C) Barclays Bank PLC as the Original Lender under the Original Facility Agreement (as defined below) has, amongst other things, agreed to increase the Commitments under the Original Facility Agreement by £5,000,000, from £25,000,0000 to £30,000,000 on and from the Effective Date (as defined in the Amendment Agreement (as defined below)).
- (D) The Chargors wish to confirm the existing security created pursuant to the Original Debenture and Supplemental Debenture and grant security over the Charged Property in respect of their obligations to Barclays Bank PLC under the Amended Facility Agreement (as defined below).
- (E) This Second Supplemental Debenture is supplemental to the Original Debenture and the Supplemental Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Second Supplemental Debenture:

"Amended Facility Agreement" means the Original Facility Agreement as amended by the Amendment Agreement.

"Amendment Agreement" means an amendment agreement in relation to the Original Facility Agreement dated on or about the date of this Second Supplemental Debenture between, amongst others, Soho House & Co Limited as parent, Soho House Bond Limited as the company, Barclays Bank PLC as the lender and agent and Wells Fargo Trust Corporation Limited as collateral agent.

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

"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 & Co 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 & Co 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.

"Revised Secured Obligations" means the Secured Obligations as defined in the Original Debenture and the Amended Secured Obligations (as defined in the Supplemental Debenture) and including, for the avoidance of doubt, such obligations arising under the Amended Facility Agreement and any future increase in the Commitments under the Amended Facility Agreement up to a total amount of £35,000,000.

"Supplemental Debenture" means the supplemental debenture to the Original Debenture dated 25 September 2015 between the Chargors and the Collateral Agent

1.2 Terms defined in other Finance Documents

Unless defined in this Second Supplemental Debenture, or the context otherwise requires, a term defined in the Original Debenture and the Intercreditor Agreement has the same meaning in this Second Supplemental Debenture, or any notice given under or in connection with this Second 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 Second Supplemental Debenture, or in any notice given under or in connection with this Second 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 and the Supplemental Debenture shall be read and construed as one document with this Second Supplemental Debenture.

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

1.3.5 This Second 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 Second 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 Second 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 and each other Secured Debt Document are incorporated into this Second 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 Second Supplemental Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Second 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 Second 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 an Original Lender) that with effect from date hereof, the Existing Security shall (a) remain in full force and effect and (b) continue to secure its Revised Secured Obligations under the Secured Debt Documents (including, but not limited to, under the Amended Facility Agreement).

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the security created by or pursuant to this Second 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 Second 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 Revised 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 Existing 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 Second Supplemental Debenture by a Limited Collateral Party shall secure the Revised 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 Second 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 Second 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 Second 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 Revised 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 Second Supplemental Debenture as if set out in full in this Second Supplemental Debenture, but so that references in those clauses to:

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

6.2 Original Debenture and Supplemental Debenture

Except insofar as supplemented by this Second Supplemental Debenture, the Original Debenture and Supplemental 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 or Supplemental Debenture shall continue in full force and effect notwithstanding this Second Supplemental Debenture and shall not merge in any security constituted by this Second Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Second 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 Second 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 Second 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 Second 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 Second Supplemental Debenture.

9. GOVERNING LAW

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

THIS SECOND 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 Second 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 & Co 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 SECOND SUPPLEMENTAL DEBENTURE

The Chargors

EXECUTED as a DEED by
SHG ACQUISITION (UK) LIMITED

acting by: Guy Williams

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 LIMITED**

acting by: Guy Williams

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 UK LIMITED

acting by: Guy Williams

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
COWSHED PRODUCTS LIMITED

acting by: Guy Williams

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 PROPERTIES
LIMITED**

acting by: Guy Williams

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: Nick Jones
Name of director

Signature

N Jones

In the presence of:

Witness signature:

E Pounds

Witness name:

EMILIE-ANN POUNDS

Witness address:

[Redacted]

Witness occupation:

SOLICITOR

Contact Details:

Address:

Fax:

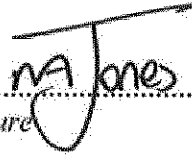
Email:

[Redacted]

EXECUTED as a DEED by
ABERTARFF LIMITED

acting by: Nick Jones
Name of director

Signature



In the presence of:

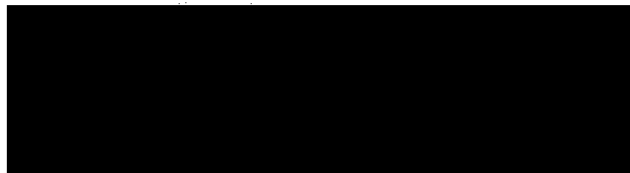
Witness signature:



Witness name:

EMILLE-ANN POUNDS

Witness address:

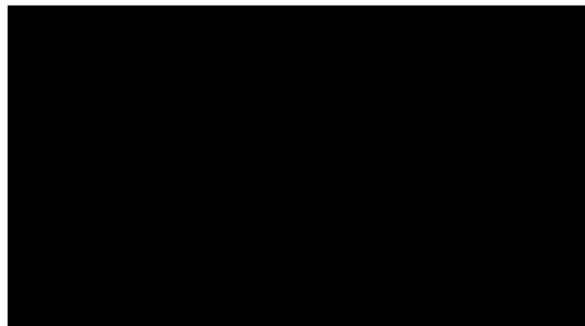


Witness occupation:

SOLICITOR

Contact Details:

Address:



Fax:

Email:

)
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)
)

Signature A Jones

Signature _____

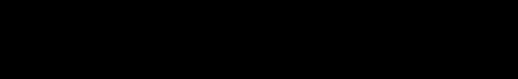
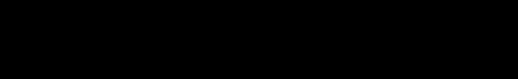
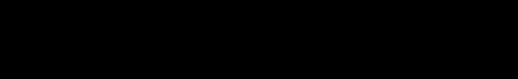
Edwards

 R. V. O'Brien

EMILIE-ANN POUNDS

1. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

SOLICITOR



EXECUTED as a DEED by
SOHO HOUSE BOND LIMITED

acting by: Nick Jones

Name of director

Signature

N Jones

In the presence of:

Witness signature:

E Pounos

Witness name:

EMILIE ANN POUNOS

Witness address:



Witness occupation:

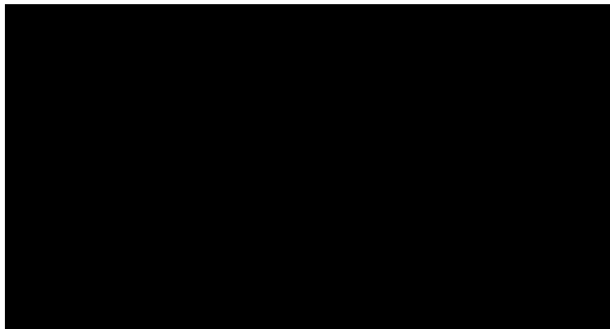
SOLICITOR

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

)
)
)
)
)



Alex Blewer
Vice President

.....
Signature