

MR01

Particulars of a charge

17226/70

Laserform

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 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 must be scanned and placed on the public record. **Do not send the original.**

WEDNESDAY



A3IJ4660

A05

15/10/2014

#3

COMPANIES HOUSE

For official use

1 Company details

Company number 0 2 5 8 5 7 5 4

Company name in full **PUNCH TAVERNS (CPM) LIMITED** (the "Cousin")

→ 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 d 0 8 m 1 0 y 2 0 y 1 4

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 **DEUTSCHE TRUSTEE COMPANY LIMITED** (registered in England and Wales No
00338230) as Borrower Security Trustee for the Punch Taverns B 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

Clause 3 1 Real Estate charge by way of legal mortgage on the freehold or leasehold property held by it described in Part 1 of Schedule 1 of the instrument, namely Ancient Shepherds, Fen Ditton, 5 High Street, Cambridge, CB5 8ST, Title number CB145882

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 *Slaughter and May*

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 Richard Bulmore

Company name Slaughter and May

Address 1 Bunhill Row

Post town London

County/Region

Postcode E C 1 Y 8 Y Y

Country United Kingdom

DX

Telephone 020 7600 1200



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: 2585754

Charge code. 0258 5754 0110

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th October 2014 and created by PUNCH TAVERNS (CPM) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2014.

Given at Companies House, Cardiff on 20th October 2014



Companies House



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

7 October 2014

PUNCH PARTNERSHIPS (PML) LIMITED
(as Borrower)

PUNCH TAVERNS (SPML) LIMITED
PUNCH TAVERNS (CPM) LIMITED
PUNCH TAVERNS (SPM) LIMITED
PUNCH TAVERNS (DPM) LIMITED
MERCURY TAVERNS (HOLDINGS) LIMITED
MERCURY TAVERNS LIMITED
PUNCH TAVERNS (CENTRUM) LIMITED
INNSPIRED GROUP LIMITED
INNSPIRED TAVERNS LIMITED
INNSPIRED PUBS LIMITED
(as Obligors)

PUNCH TAVERNS FINANCE B LIMITED
(as Issuer)

DEUTSCHE TRUSTEE COMPANY LIMITED
(as Borrower Security Trustee)

BARCLAYS BANK PLC
(as Account Bank)

PUNCH TAVERNS B
SECOND PRIORITY DEED OF CHARGE

<p>Certified to be a true copy SLAUGHTER AND MAY 14 October 2014 <i>Slaughter and May</i> ONE BUNHILL ROW EC1Y 8YY</p>
--

CONTENTS

Clause		Page
1	Interpretation	3
2	Covenant to pay secured amounts and discharge secured liabilities	4
3	Security	5
4	Borrower Accounts Covenants	11
5	Acknowledgements and undertakings	13
6	Perfection of security	14
7	Release of Punch Taverns B Second Priority Charged Property	16
8	Continuance of Security, Declaration of Trust, Collection of Debts and related matters	16
9	Pre-enforcement	18
10	Upon enforcement	19
11	Exercise of certain rights	23
12	General covenants and warranties	24
13	Borrower Security Trustee and Events of Default	29
14	The Borrower Security Trustee's Powers	30
15	Releases following service of a Borrower Enforcement Notice	34
16	Receiver	35
17	Protection of third parties	40
18	Protection of Borrower Security Trustee and Receiver	41
19	Expenses and indemnity	42
20	Protection of charges	44
21	Crystallisation	45
22	Power of attorney, etc	47
23	Examination of secured assets, etc	47

24	Other security, etc	48
25	Avoidance of payments	49
26	Set off	49
27	Execution of documents	50
28	Provisions supplemental to the Trustee Act 1925	50
29	Supplemental provisions regarding the Borrower Security Trustee	55
30	Instructions to the Borrower Security Trustee	57
31	Remuneration of the Borrower Security Trustee	57
32	Appointment of New Borrower Security Trustee and removal of Borrower Security Trustee	59
33	Retirement of Borrower Security Trustee	60
34	Notices and demands	61
35	Deemed receipt	61
36	Further Provisions	62
37	Choice of law	64
38	Exclusion of third party rights	65
	Part 1 Freehold and leasehold property of the Obligors in England and Wales	72
	Part 2 Heritable and leasehold property of the Obligors in Scotland	73
	Schedule 2 Securities	74
	Schedule 3 Insurance Policies of the Punch Taverns B Group	76
	Schedule 4 Form of Security Power of Attorney	81
	Schedule 5 Form of Notice of Charge to Landlords	83
	Schedule 6	85
	Part 1 Form of Punch Taverns B Standard Security - Land Register	85
	Part 2 Form of Punch Taverns B Standard Security - Sasine Register	87

Schedule 7 Forms of Notice of Assignment of Insurance Policies and Acknowledgement of Assignment	89
Schedule 8 Form of Supplemental Punch Taverns Second Priority Deed of Charge	91

THIS PUNCH TAVERNS B SECOND PRIORITY DEED OF CHARGE was made on 7 October 2014 and is effective on and from the Fifth Closing Date Effective Time on 8 October 2014

BETWEEN

- (1) **PUNCH PARTNERSHIPS (PML) LIMITED** (formerly known as Punch Taverns (PML) Limited) a company incorporated in England and Wales with limited liability (registered number 03321199) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF (the "**Borrower**"),
- (2) **PUNCH TAVERNS (SPML) LIMITED** (formerly known as Sister of Pubmaster Limited) a company incorporated in England and Wales with limited liability (registered number 04467229) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**Sister**"),
- (3) **PUNCH TAVERNS (DPM) LIMITED** (formerly known as Daughter of Pubmaster Limited) a company incorporated in England and Wales with limited liability (registered number 02664808) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**Daughter**"),
- (4) **PUNCH TAVERNS (SPM) LIMITED** (formerly known as Son of Pubmaster Limited) a company incorporated in England and Wales with limited liability (registered number 02625703) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**Son**"),
- (5) **PUNCH TAVERNS (CPM) LIMITED** (formerly known as Cousin of Pubmaster Limited) a company incorporated in England and Wales with limited liability (registered number 02585754) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**Cousin**"),
- (6) **MERCURY TAVERNS (HOLDINGS) LIMITED** a company incorporated in England and Wales with limited liability (registered number 03205806) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**Holdings**"),
- (7) **MERCURY TAVERNS LIMITED** a company incorporated in England and Wales with limited liability (registered number 02850597) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**Mercury**"),
- (8) **PUNCH TAVERNS (CENTRUM) LIMITED** a company incorporated in England and Wales with limited liability (registered number 04773139) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**Centrum**"),
- (9) **INNSPIRED GROUP LIMITED** a company incorporated in England and Wales with limited liability (registered number 03764748) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**IGL**"),

- (10) **INNSPIRED TAVERNS LIMITED** a company incorporated in England and Wales with limited liability (registered number 03776524) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**ITL**"),
- (11) **INNSPIRED PUBS LIMITED** a company incorporated in England and Wales with limited liability (registered number 03813780) whose registered office is at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF ("**InnSpired**") and together with the Borrower, Sister, Daughter, Son, Cousin, Holdings, Mercury, Centrum, IGL and ITL, the "**Obligors**",
- (12) **PUNCH TAVERNS FINANCE B LIMITED** (formerly known as Pubmaster Finance Limited) a company incorporated under the laws of the Cayman Islands (registered in England and Wales as a foreign company with registered number FC021877) and whose registered office is at P O Box 309 GT, Ugland House, South Church Street, George Town, Grand Cayman, Cayman Islands (the "**Issuer**"),
- (13) **DEUTSCHE TRUSTEE COMPANY LIMITED** a company registered in England and Wales with limited liability (registered number 00338230) whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB acting as trustee for the Punch Taverns B Secured Parties (in its capacity as the "**Borrower Security Trustee**", which expression shall include such person and all other persons for the time being acting as the security trustee or trustees pursuant to this Deed), and
- (14) **BARCLAYS BANK PLC** (registered number 01026167) acting through its branch at West Midlands Corporate Banking Centre, 15 Colmore Row, Birmingham B3 2EP (in its capacity as account bank under the Bank Agreement, the "**Account Bank**")

WHEREAS

- (A) Pursuant to the terms of the Issuer/Borrower Facility Agreement, the Issuer has agreed to make available, from time to time, Term Advances subject to the terms hereof
- (B) Pursuant to the Issuer/Borrower Facility Agreement, the Obligors have each agreed to provide joint and several guarantees in respect of their respective obligations under the Issuer/Borrower Facility Agreement and the Issuer/Borrower Swap Agreement, subject to and in accordance with the terms thereof
- (C) As part of the 2014 Restructuring, the Issuer agreed with the holders of Class B1 Notes, Class B2 Notes and Class C1 Notes to extinguish those Notes for a combination of new Punch Shares and new Class B3 Notes Accordingly, pursuant to the 2014 Restructuring Implementation Deed, on the Fifth Closing Date (i) the Issuer released the Borrower from some of its remaining liabilities under the Term B1 Advance, Term B2 Advance and Term C1 Advance, and (ii) the Issuer agreed to make a new Term B3 Advance to the Borrower under the Term B3 Facility on the terms set out in the Issuer/Borrower Facility Agreement, to correspond to the new Class B3 Notes so issued, and the Borrower agreed to use the proceeds of the Term B3 Advance to prepay part of the Term B1 Advance, Term B2 Advance and Term C1 Advance so outstanding
- (D) On the Fifth Closing Date, the Borrower repaid in full the Term A8 Advance

- (E) On the Fifth Closing Date, the Issuer/Borrower A8 Swap and the Issuer/Borrower C1 Swap were closed out and the A8 Close Out Amount and the C1 Close Out Amount were rolled into the Issuer/Borrower A8 Swap Loan and the Issuer/Borrower C1 Swap Loan respectively
- (F) Pursuant to this Deed, each Obligor grants the Punch Taverns B Second Priority Security in favour of the Punch Taverns B Secured Parties to secure the Punch Taverns B Secured Amounts. This Deed is supplemental to the Punch Taverns B Deed of Charge

NOW THIS DEED WITNESSES AS FOLLOWS

1. INTERPRETATION

- 1.1 Capitalised terms in this Deed (including the Recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein, bear the meanings ascribed to them in the Fourth Amended and Restated Master Definitions and Construction Schedule appended to the 2014 Restructuring Implementation Deed dated on or around 6 October 2014 (as the same may be amended, varied or supplemented from time to time with the consent of the parties to the Transaction Documents) and this Deed shall be construed in accordance with the constructions set out therein

Construction

- 1.2 In this Deed except where the context otherwise requires
 - (A) references to freehold, heritable and leasehold property include all estates, rights and interests in all freehold, heritable and leasehold property and all buildings, structures, fixtures (including trade fixtures) and all fixed plant, fixed machinery and fixed equipment for the time being thereon, the proceeds of sale of any part of that property and the benefit of any covenants for or warranties of title given or entered into by any predecessor in title in favour of any Obligor in respect of that property or any moneys paid or payable in respect of those covenants and warranties,
 - (B) the terms of the Issuer/Borrower Facility Agreement, the Fourth Amended and Restated Master Definitions and Construction Schedule and of any agreement in existence at the date hereof between the parties hereto (or any of them) in relation to any such documents are incorporated in this Deed to the extent required to ensure that any proposed disposition of the Punch Taverns B Second Priority Charged Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the LP(MP) Act,
 - (C) if the Borrower Security Trustee considers that an amount paid by an Obligor to the Issuer and/or the Borrower Security Trustee and/or the Receiver under or pursuant to the Issuer/Borrower Facility Agreement, Issuer/Borrower Swap Agreement or this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the relevant Obligor or otherwise, that amount shall not be considered to have been irrevocably paid for the purposes of this Deed,

- (D) a reference in this Deed to any property, assets, undertakings or rights includes, unless the context otherwise requires, present and future property, assets, undertakings or rights,
- (E) references in this Deed to "**these presents**" shall be construed as references to this Deed and any deed supplemental hereto and references to "**this Deed**" shall include the schedules hereto, and
- (F) for the purposes of this Deed "**full title guarantee**" shall be construed so that the covenants implied by the LP(MP) Act in the charges contained in or created pursuant to this Deed are construed with the omission of
 - (i) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1)(b) LP(MP) Act, and
 - (ii) section 6(2) LP(MP) Act

Effectiveness

- 1 3 This Deed is effective from the Fifth Closing Date Effective Time

2. COVENANT TO PAY SECURED AMOUNTS AND DISCHARGE SECURED LIABILITIES

- 2 1 Each Obligor covenants with and undertakes to the Borrower Security Trustee (for itself and on trust for the Punch Taverns B Secured Parties) that it will, duly and punctually pay and discharge the Punch Taverns B Secured Amounts in the manner referred to in this Deed, and that it will, subject to the provisions of the Issuer/Borrower Facility Agreement and the Issuer/Borrower Swap Agreement
- (A) duly and punctually pay and discharge all moneys and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due, owing or payable by it to the Borrower Security Trustee (whether for its own account or as trustee for the Punch Taverns B Secured Parties) or any of the other Punch Taverns B Secured Parties (and whether solely or jointly with one or more persons and whether as principal or surety) actually or contingently, under or in respect of the Issuer/Borrower Facility Agreement, this Deed, the Issuer/Borrower Swap Agreement, the Second New Borrower Subordinated Loan Agreement and/or any other Transaction Document to which it is a party, and
 - (B) observe, perform and satisfy all its other obligations and liabilities under the Issuer/Borrower Facility Agreement, this Deed, the Issuer/Borrower Swap Agreement, the Second New Borrower Subordinated Loan Agreement and each other Transaction Document to which it is a party
- 2 2 Each Obligor acknowledges and agrees that the Punch Taverns B Secured Amounts shall include all monies and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due, owing or payable by it to the

Borrower Security Trustee (whether for its own account or as trustee for the Punch Taverns B Secured Parties) or any of the other Punch Taverns B Secured Parties (and whether solely or jointly with one or more persons and whether as principal or surety) actually or contingently, under or in respect of the Issuer/Borrower Facility Agreement, this Deed, the Issuer/Borrower Swap Agreement, the Second New Borrower Subordinated Loan Agreement and/or any other Transaction Document to which it is a party

3. SECURITY

Real Estate

3 1 Subject to clause 3 1 (*Real Property*) of the Punch Taverns B Deed of Charge, each Obligor, by way of second ranking fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby charges by way of second legal mortgage in favour of the Security Trustee, on trust for itself and the other Punch Taverns B Secured Parties, all of its right, title, interest and benefit, present and future, in and to

- (A) the freehold or leasehold property described in Part 1 (*Freehold and leasehold property of the Obligors in England and Wales*) of Schedule 1 (*The Estate*),
- (B) all estates or interests in any other freehold or leasehold property now or hereafter belonging to it (other than any property situated in Scotland) and
- (C) all estates or interests in such property and all buildings, trade and other fixtures, fixed plant and machinery from time to time on the property referred to in Clause 3 1(A) and (B) (*Real Estate*),

TO HOLD the same unto the Security Trustee absolutely

Scottish Property

3 2 Each Obligor, by way of second ranking security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby undertakes and binds and obliges itself

- (A) as soon as reasonably practicable after its execution of this Deed to execute and deliver to the Borrower Security Trustee a Punch Taverns B Second Priority Standard Security over its respective right, title and interest in each of the Scottish Properties owned by it (if any) set out in Part 2 (*Heritable and leasehold property of the Obligors in Scotland*) of Schedule 1 (*The Estate*) to this Deed and all buildings, structures, heritable fixtures and fittings therein and thereon substantially in the form set out in Part 1 (*Form of Punch Taverns B Standard Security - Land Register*) of Schedule 6 (in the case of Scottish Properties title to which is registered or in the course of registration in the Land Register of Scotland) or in the form set out in Part 2 (*Form of Punch Taverns B Standard Security - Sasine Register*) of Schedule 6 (in the case of Scottish Properties title to which is recorded or in the course of recording in the General Register of Sasines), and

- (B) in the event of it acquiring subsequent to the Fifth Closing Date legal title to any heritable or leasehold property in Scotland, forthwith to execute and deliver to the Borrower Security Trustee a Punch Taverns B Standard Security over such property in the appropriate form set out in Schedule 6

Lease Receivables

- 3 3 Each Obligor by way of second fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby assigns, subject to clause 3 4 (*Lease Receivables*) of the Punch Taverns B Deed of Charge, (and, to the extent not assigned, charges) to the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties all of its right, title and interest (if any) in and to the TA Receivables relating to the property including, without limitation, all rights to serve notices and/or make demands in respect thereof and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof

Securities

- 3 4 Each Obligor, by way of second ranking fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby mortgages by way of equitable mortgage to the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties all of its right, title, interest and benefit, present and future, in, to and under all shares, stocks, debentures and other securities of any subsidiaries owned by it and/or by any nominee on its behalf in the securities set out in Schedule 2 (*Securities*) and now or in the future from time to time, and all its rights, title, interest and benefit in, and options to acquire, securities for the time being owned by it and/or by any nominee on its behalf, now or in the future, and all dividends, and interest paid or payable in relation thereto and all shares, securities, rights, money or property accruing or offered and at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference in respect of or incidental or ancillary thereto

Further Securities

- 3 5 Each of IGL and ITL, by way of second fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), have charged by way of equitable mortgage to the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties all of its right, title, interest and benefit, present and future, in, to and under the Further Securities owned by it and/or by any nominee on its behalf and all other shares, stocks, debentures and other securities of any subsidiaries owned by it and/or by any nominee on its behalf (other than the Original Securities and the Further Securities) now or in the future from time to time, and all its rights, title, interest and benefit in, and options to acquire securities for the time being owned by it and/or by any nominee on its behalf, now or in the future, and all dividends, and interest paid or payable in relation thereto and all shares, securities, rights, money or property accruing or offered and at any time in relation to such shares or other securities by way of redemption,

substitution, exchange, bonus or preference in respect of or incidental or ancillary thereto

Contractual Rights

3 6 Subject to clause 5 3 (*Contractual rights*) of the Punch Taverns B Deed of Charge, each Obligor, by way of second ranking fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby assigns (and, to the extent not assigned, charges) by way of security to the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties all of its right, title, interest and benefit, present and future, (if any) in, to and under

- (A) the Issuer/Borrower Facility Agreement,
- (B) the Second New Notes Subscription Agreement,
- (C) the Liquidity Facility Agreement,
- (D) the Servicing and Cash Management Agreement,
- (E) the Depositary Agreement,
- (F) the Exchange Rate Agency Agreement,
- (G) the Agency Agreement (including the Existing Notes Agency Agreement, the First New Notes Agency Agreement, the Second New Notes Agency Agreement and the Third New Notes Agency Agreement),
- (H) the Trust Deed,
- (I) the Tax Deed of Covenant,
- (J) the 2014 Restructuring Implementation Deed,
- (K) the Punch Taverns B Deed of Charge,
- (L) the Issuer Deed of Charge, and
- (M) all other agreements, contracts, deeds and other instruments (including, but not limited to, the Transaction Documents) to which the Issuer is now or will hereafter become a party,

each as may have been supplemented, amended and/or replaced from time to time, including, in each case, all rights to receive payment of any amounts which may become payable to the Obligor thereunder and all payments received by the Obligor thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof

Accounts

- 3 7 Each Obligor, by way of second ranking fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby charges in favour of the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties all of its right, title, interest and benefit, present and future, in and to all moneys now or at any time hereafter standing to the credit of each of
- (A) the Operating Account,
 - (B) the Collection Account,
 - (C) the Excess Cash Account,
 - (D) the CapEx Account,
 - (E) the Disposal Proceeds Account,
 - (F) the Debt Service Reserve Account,
 - (G) the Cure Account,
 - (H) the Suspense Account,
 - (I) all other Fixed Accounts that may be opened by the Borrower from time to time with the New Account Bank, and
 - (J) all other bank accounts in which the Obligors or any of them may now or hereafter have an interest,

together with, in each case, the debts represented by them together with all rights relating or attached thereto (including the right to interest)

Eligible Investments

- 3 8 Each Obligor, by way of second ranking fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby assigns, subject to clause 5 12 (*Eligible Investments*) of the Punch Taverns B Deed of Charge, charges in favour of the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties all of its right, title, interest and benefit, present and future, in and to all Eligible Investments into which moneys standing from time to time to the credit of the relevant Fixed Accounts (as the case may be) may be invested in accordance with the Issuer/Borrower Facility Agreement for the time being owned by it and all rights in respect of or incidental or ancillary thereto

Insurance

- 3 9 Subject to clause 5 5 (*Insurance*) of the Punch Taverns B Deed of Charge, each Obligor, by way of second ranking fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby assigns (and, to the extent not assigned, charges) to the Borrower Security Trustee all its right, title, benefit and interest (if any), present and future, in and to the Insurance Policies set out in Schedule 3 (*Insurance Policies of the Punch Taverns B Group*) to this Deed and all rights, claims and proceeds arising therefrom to which the Borrower is or may hereafter become entitled

Intellectual Property

- 3 10 Each Obligor, by way of second ranking fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby assigns, subject to clause 5 7 (*Intellectual Property*) of the Punch Taverns B Deed of Charge, and charges in favour of the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties all of its right, title, interest and benefit, present and future, in and to all of its Intellectual Property rights including the name "Punch Taverns B" and all trade marks, designs, copyrights and other intellectual property monopoly rights and interests (including any licence save to the extent that the licence contains a prohibition against such assignment or charge) for the time being owned by the relevant Obligor therein, whether registered or not and including all applications for the same and including all fees, royalties and other rights derived therefrom or incidental thereto
- 3 11 Notwithstanding the provisions of Clause 3 10 (*Intellectual Property*), the Borrower Security Trustee agrees that each Obligor may continue to use and exploit any trademarks, designs, copyrights and other intellectual property vested in each of them

3 12 Ancillary Property Rights

The Borrower, by way of second fixed security for the payment or discharge of the Borrower's Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby assigns and charges by way of second fixed charge in favour of the Security Trustee all of its right, title, interest and benefit, present and future, in and to all rights and claims to which it is now or may hereafter become entitled in relation to the property referred to in Clause 3 1 (*Real Estate*) including those against any manufacturer, supplier, or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee or licensee of any such property and any guarantor or surety for the obligations of such person and, to the extent that such property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto, **TO HOLD** the same unto the Security Trustee absolutely

Book Debts

- 3 13 Each Obligor by way of second ranking fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby assigns, subject to clause 5 9 (*Book Debts*) of the Punch Taverns B Deed of Charge, (and to the extent not assigned, charges) in favour of the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties all of its right, title, interest and benefit, present and future in and to all book debts and other debts, rents and all moneys and liabilities whatsoever for the time being due, owing or payable to each of them and the benefit of any Encumbrance and securities for the time being held by the relevant Obligor in respect of any such debts or moneys and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the relevant Obligor

Licences and consents

- 3 14 Each Obligor, by way of second ranking fixed security for the payment or discharge of the Punch Taverns B Secured Amounts, subject to Clause 7 (*Release of Punch Taverns B Second Priority Charged Property*), hereby charges by way of second fixed charge in favour of the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties all of its right, title, interest and benefit, present and future, in and to all statutory licences, consents and authorisations, present and future, held in connection with its business or the use of the property the subject of any security created by or pursuant to this Deed and the right to recover and receive all compensation which may be payable to it in respect of them

Confirmation of Fixed Charge

- 3 15 It is hereby agreed that to the extent that the property, assets and rights referred to in Clauses 3 1 (*Real Estate*) to 3 14 (*Licences and consents*) (inclusive) above are effectively charged or assigned by way of fixed security, such property, assets and rights are not subject to the second floating security created pursuant to Clause 3 17 (*Qualifying Floating Charge*)

Floating charges

- 3 16 Each Obligor, as security for the payment or discharge of the Punch Taverns B Secured Amounts to the Borrower Security Trustee on trust for itself and the other Punch Taverns B Secured Parties hereby grants second ranking floating charge over the whole of its undertaking (and, for the avoidance of doubt, including all its property, assets and rights, whatsoever and wheresoever, both present and future (including, without limitation, all stock in trade)) other than any property or assets from time to time or for the time being the subject of fixed charges pursuant to Clause 3 (*Security*) or otherwise or effectively assigned by way of security to the Borrower Security Trustee (but declaring that the foregoing exclusion shall not extend to any part of the relevant Obligor's undertaking and assets, present and future, situated in Scotland or the rights to which are governed by the laws of Scotland all of which undertaking and assets are charged by the relevant floating charge hereby created)

Qualifying Floating Charge

- 3 17 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to all floating charges created by this Deed
- 3 18 The security granted by the Obligors in this Clause 3 (*Security*) is granted in consideration of each Punch Taverns B Secured Party entering into the Relevant Documents to which it is a party and payment of £1,000 to each of them by the Borrower, receipt of which is hereby acknowledged

Full Title Guarantee

- 3 19 Each of the dispositions of or charges over property effected in or pursuant to Clause 3 (*Security*) is made with full title guarantee (other than the charges, encumbrances, interests and rights created under the Punch Taverns B First Priority Deed of Charge) (or in relation to assets situated in or governed by the laws of Scotland, with absolute warrandice)

4. BORROWER ACCOUNTS COVENANTS

Excess Cash Account

- 4 1 The Borrower covenants and agrees with the Borrower Security Trustee that
- (A) it shall promptly transfer an amount equal to
- (i) the Excess Cash Amount calculated pursuant to clause 16 4(B) (*Excess Cash Amounts*) of the Issuer/Borrower Facility Agreement, less
 - (ii) any amounts required (i) to prepay the Issuer/Borrower Swap Loan or (ii) fund the Debt Service Reserve Account (in each case, in accordance with the provisions of the Issuer/Borrower Facility Agreement and the Issuer/Borrower Swap Agreement),
- from the Collection Account into the Excess Cash Account in accordance with the provisions of the Issuer/Borrower Facility Agreement, and
- (B) amounts standing to the credit of the Excess Cash Account may be withdrawn only with the prior written consent of the Borrower Security Trustee, which shall be given or withheld as provided in the Issuer/Borrower Facility Agreement

CapEx Account

- 4 2 The Borrower covenants and agrees with the Borrower Security Trustee that
- (A) it shall promptly pay any Maintenance CapEx Shortfall into the CapEx Account in accordance with the provisions of the Issuer/Borrower Facility Agreement,
- (B) the only monies to be paid into the CapEx Account will be any Maintenance CapEx Shortfall, and

- (C) amounts standing to the credit of the CapEx Account may be withdrawn only with the prior written consent of the Borrower Security Trustee, which shall be given or withheld as provided in the Issuer/Borrower Facility Agreement

Collection Account

- 4 3 The Borrower covenants and agrees with the Borrower Security Trustee that it shall ensure that all monies received by it are credited to the Collection Account and that withdrawals shall be made only with the consent of the Borrower Security Trustee in accordance with the terms of Clause 9 1 (*Pre-enforcement*) below and the relevant provisions of the Issuer/Borrower Facility Agreement

Disposal Proceeds Account

- 4 4 The Borrower covenants and agrees with the Borrower Security Trustee that
 - (A) it shall promptly pay any Core Disposal Proceeds into the Disposal Proceeds Account in accordance with the provisions of the Issuer/Borrower Facility Agreement,
 - (B) it shall promptly pay to the Issuer such amounts standing to the credit of the Disposal Proceeds Account as are required to repay or prepay the C1 Issuer/Borrower Swap Loan in accordance with the provisions of the C1 Issuer/Borrower Swap Loan and/or the Issuer/Borrower Facility Agreement,
 - (C) it shall promptly transfer to the Debt Service Reserve Account such amounts standing to the credit of the Disposal Proceeds Account as are required to be transferred in accordance with the provisions of the Issuer/Borrower Facility Agreement, and
 - (D) amounts standing to the credit of the Disposal Proceeds Account may be withdrawn only with the prior written consent of the Borrower Security Trustee, which shall be given or withheld as provided in the Issuer/Borrower Facility Agreement

Debt Service Reserve Account

- 4 5 The Borrower covenants and agrees with the Borrower Security Trustee that
 - (A) it shall promptly transfer an amount not to exceed the Excess Cash Amount from the Collection Account to the Debt Service Reserve Account in accordance with the provisions of the Issuer/Borrower Facility Agreement, and
 - (B) amounts standing to the credit of the Debt Service Reserve Account may be withdrawn only with the prior written consent of the Borrower Security Trustee, which shall be given or withheld as provided in the Issuer/Borrower Facility Agreement

Cure Account

- 4 6 The Borrower covenants and agrees with the Borrower Security Trustee that
- (A) it will only deposit amounts into the Cure Account in accordance with the provisions of the Issuer/Borrower Facility Agreement, and
 - (B) amounts standing to the credit of the Cure Account may be withdrawn only with the prior written consent of the Borrower Security Trustee, which shall be given or withheld as provided in the Issuer/Borrower Facility Agreement

Suspense Account

- 4 7 The Borrower covenants and agrees with the Borrower Security Trustee that
- (A) it will only deposit amounts into the Suspense Account in accordance with the provisions of the Issuer/Borrower Facility Agreement,
 - (B) amounts standing to the credit of the Suspense Account may be withdrawn only with the prior written consent of the Borrower Security Trustee, which shall be given or withheld as provided in the Issuer/Borrower Facility Agreement

5. ACKNOWLEDGEMENTS AND UNDERTAKINGS

- 5 1 Each of the Punch Taverns B Secured Parties that is a party to this Punch Taverns B Second Priority Deed of Charge hereby acknowledges the assignments, assignations, charges and other security interests made or granted by the provisions of Clause 3 (*Security*) and undertakes to the Borrower Security Trustee not to do anything inconsistent with the security given under or pursuant to this Punch Taverns B Second Priority Deed of Charge or knowingly to prejudice the security granted to the Borrower Security Trustee pursuant to Clause 3 (*Security*) or the property the subject thereof or the Borrower Security Trustee's interest therein provided that, without prejudice to Clause 14 (*The Borrower Security Trustee's Powers*), nothing herein shall be construed as limiting the rights exercisable by the aforesaid parties in accordance with their respective agreements with the Obligors
- 5 2 Within 21 days following the Fifth Closing Date, in respect of any properties listed in Schedule 1 (*The Estate*) which is leasehold and owned by an Obligor at the Fifth Closing Date and immediately upon completion of the transfer or assignment and charge of any property listed in Schedule 1 (*The Estate*) which becomes leasehold and is transferred or assigned to and charged or secured by an Obligor after the Fifth Closing Date, the relevant Obligor shall deliver to the relevant landlord a notice of assignment and charge substantially in the form of Schedule 5 (*Form of Notice of Charge to Landlords*) of this Deed and shall use all reasonable endeavours to procure the delivery to the Borrower Security Trustee as soon as reasonably practicable thereafter of receipts from the addressees of such notices substantially in the form attached to such notices
- 5 3 Prior to the occurrence of a Borrower Event of Default, each Obligor shall remain entitled to exercise all its rights, powers and discretions under the relevant Transaction Document Upon the occurrence of a Borrower Event of Default all such rights, powers

and discretions shall be exercisable by, and notices shall be given to, the Borrower Security Trustee or as it directs

6. PERFECTION OF SECURITY

Registrar of Companies

6 1 Each of the Obligors undertakes to the Borrower Security Trustee (for itself and on behalf of the Punch Taverns B Secured Parties) to file or procure the filing with the Registrar pursuant to Section 859A of the Companies Act 2006 of

- (A) duly completed Form MR01 together with a certified copy of this Deed within 21 days after the date of creation of the security pursuant to this Deed, and
- (B) a duly completed Form MR01 together with a certified copy of each further supplemental deed to this Deed within 21 days after the date of creation of such further supplemental deed

Registration of restriction and of obligation to make further advances against Registered Titles

6 2 Each of the Obligors covenants and undertakes that it shall as soon as is reasonably practicable after the Fifth Closing Date register or record (as appropriate), or procure the registration or recording of the transfers, assignments, assignations and conveyances, to it or them of the properties set out in Schedule 1 (*The Estate*) to this Deed and to apply for and procure registration of the mortgages over Part 1 (*Freehold and leasehold property of the Obligors in England and Wales*) of Schedule 1 (*The Estate*) to this Deed (other than any interests therein that are not registered and not made registrable by the virtue of this Deed of the charges contained in it) at the Land Registry and the registration or recording of the Punch Taverns B Second Priority Standard Securities in the Registers of Scotland to the extent not already completed (but, in the case of any properties set out in Schedule 1 (*The Estate*) to this Deed in respect of which any landlord's or third party's consent to charging is required, only after such consent has been obtained and the Obligors covenant and undertake to use all reasonable endeavours to make and progress an application for such landlord's consent on or as soon as possible after the Fifth Closing Date)

Application to the Land Registry

6 3 In respect of any registered titles in England and Wales against which this Deed may be noted, the relevant Borrower and Obligor hereby applies and as necessary shall apply forthwith upon this Deed being registered as contemplated by Clause 6 1 (*Registrar of Companies*) to the Chief Land Registrar for **THE FOLLOWING**

- (A) a restriction in the following terms to be entered on the Register of Title relating thereto

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written

consent signed by the proprietor for the being of the charge dated [●] in favour of Deutsche Trustee Company Limited referred to in the charges register ”

- (B) A note to be entered on the register of title relating thereto to the effect that under the provisions of the Punch Taverns B Second Priority Deed of Charge the Borrower Security Trustee is under an obligation to make further advances

Acquisitions and legal mortgage

6 4 Upon the making by the Borrower of a Permitted Acquisition in accordance with the provisions of the Issuer/Borrower Facility Agreement, the Borrower shall

- (A) notify the Borrower Security Trustee forthwith upon the acquisition by that Obligor of any heritable freehold or leasehold property not otherwise described in Schedule 1 (*The Estate*) of this Deed (including, without limitation, the acquisition of the properties described in Part 1 (*Freehold and leasehold property of the Obligors in England and Wales*) of Schedule 1 of this Deed), and
- (B) in relation to the properties referred to in Clause 6 4(A) (*Acquisitions and legal mortgage*) immediately upon acquisition (or, in relation to those properties described in Part 1 (*Freehold and leasehold property of the Obligors in England and Wales*) or Part 2 (*Heritable and leasehold property of the Obligors in Scotland*) of Schedule 1 (*The Estate*) of this Deed, on demand made by the Borrower Security Trustee) and at the cost of that Obligor execute and deliver to the Borrower Security Trustee a deed supplemental to this Deed being a charge by way of legal mortgage in favour of the Borrower Security Trustee substantially in the form set out in Part 1 (*Freehold and leasehold property of the Obligors in England and Wales*) (or a deed supplemental to, and in accordance with the relevant provisions of, the Punch Taverns B First Priority Deed of Charge) or, in the case of the properties in Part 2 (*Heritable and leasehold property of the Obligors in Scotland*) of Schedule 1 (*The Estate*) of this Deed, a Punch Taverns Second Priority Standard Security in the appropriate form set out in Schedule 6 hereto

Insurance Policies

6 5 Each of the Obligors shall deliver to the Borrower Security Trustee on the date of this Deed (and, if any change occurs thereafter, on the date of such change), details (including the type, name of insured and insurer, duration, interest of insured and key conditions of each Insurance Policy assigned or charged under this Deed

6 6 No later than ten Business Days following the Fifth Closing Date, each Obligor shall deliver to the persons identified therein notices of assignment and/or charge substantially in the forms set out in Schedule 8 (*Forms of Notice of Assignment of Insurance Policies and Acknowledgement of Assignment*) and shall use all reasonable endeavours to procure the delivery to the Borrower Security Trustee as soon as reasonably practicable thereafter of receipts from the addressees of such notices substantially in the forms attached to such notices

Accounts

- 6 7 Each of the Obligors shall deliver (or procure the delivery of) the following, on the date of this Deed (and, if any change occurs thereafter, on the date of such change) details (including Account bank name, address and sort code and Account name, number and currency) of each Account charged under this Deed to the Borrower Security Trustee

7 RELEASE OF PUNCH TAVERNS B SECOND PRIORITY CHARGED PROPERTY

- 7 1 On the irrevocable and unconditional payment or discharge in full of all the Punch Taverns B Secured Amounts by any Obligor (or any combination of the Obligors), the Borrower Security Trustee shall at the request and cost of the relevant Obligor release, reassign or discharge the relevant Punch Taverns B Second Priority Charged Property to, or to the order of, the relevant Obligor

- 7 2 On

- (A) the making, at any time, by the Borrower of a Permitted Disposal pursuant to the Issuer/Borrower Facility Agreement,
- (B) the making, at any time, by the Borrower of a disposal of any Eligible Investment charged pursuant to Clause 3 8 (*Eligible Investments*), or
- (C) the implementation, at any time, by the Borrower or any Obligor, of a Solvent Winding-Up or Intercompany Balance Reorganisation pursuant to the Issuer/Borrower Facility Agreement,

the Borrower Security Trustee shall, if so requested by and at the sole cost and expense (on a full indemnity basis) of the relevant Obligor, as the case may be, but without being responsible for any loss, costs, claims or liabilities whatsoever occasioned by so acting upon such request, release, reassign or discharge from the Encumbrances constituted by or pursuant to this Deed the relevant assets or property which are necessary for the implementation of a Solvent Winding-Up, subject to the provisions of the Issuer/Borrower Facility Agreement

8. CONTINUANCE OF SECURITY, DECLARATION OF TRUST, COLLECTION OF DEBTS AND RELATED MATTERS

- 8 1 Without prejudice to the generality of Clause 3 (*Security*), the mortgages, standard securities, charges, assignments and assignations contained in or granted pursuant to this Deed

- (A) shall be without prejudice and in addition to any other security whatsoever which may be held by the Punch Taverns B Secured Parties or the Borrower Security Trustee on behalf of the Punch Taverns B Secured Parties from any Obligor or any other person for or in respect of the whole or part of the Punch Taverns B Secured Amounts,
- (B) shall remain in force as continuing security for the Punch Taverns B Secured Parties notwithstanding any settlement of account or the existence at any time of a credit balance on any current or other account or any other act, event or

matter whatsoever until such time as the Borrower Security Trustee is satisfied that the Punch Taverns B Secured Amounts have been satisfied in full, and

- (C) are made for securing further advances including re-advances and the Issuer agrees to make and the Borrower Security Trustee agrees that there shall be made further advances as provided for in the Issuer/Borrower Facility Agreement and the Second New Borrower Subordinated Loan Agreement respectively, or agreed between the Borrower, the Issuer or Punch Taverns Loanco (B) Limited (as the case may be) and the Borrower Security Trustee from time to time (but not otherwise) upon this Deed being registered application is made to the Chief Land Registrar for a note to be entered on the relevant registers of title to that effect

8 2 Without prejudice to Clause 12 2 (*General covenants and warranties*), each Obligor hereby acknowledges the assignments, standard securities, assignments, charges and other security interests made or granted by the foregoing provisions of this Deed and undertakes to the Borrower Security Trustee (save as permitted herein or in any other Transaction Document) not to do anything inconsistent with the security given under or pursuant to this Deed or to prejudice the security granted to the Borrower Security Trustee pursuant to this Deed or the Punch Taverns B Second Priority Charged Property or the Borrower Security Trustee's interest therein

8 3 In consideration of the Issuer making available to the Borrower advances under the Issuer/Borrower Facility Agreement and the Issuer/Borrower Swap Agreement, and Punch Taverns Loanco (B) Limited making available to the Borrower advances under the Second New Borrower Subordinated Loan Agreement, each of the Punch Taverns B Secured Parties declares the Borrower Security Trustee and the Borrower Security Trustee hereby declares itself, trustee of all covenants, undertakings, mortgages, standard securities, charges, assignments, assignments and other Encumbrances made or given or to be made or given under or pursuant to this Deed, the Issuer/Borrower Facility Agreement, the Issuer/Borrower Swap Agreement and the Tax Deed of Covenant and the other Relevant Documents to which it is a party for the Punch Taverns B Secured Parties, upon and subject to the terms and conditions of this Deed

8 4 Each Obligor shall at all times during the subsistence of the Security

- (A) get in and realise their respective Claims on behalf of the Borrower Security Trustee and hold the proceeds of such getting in and realisation thereof (until payment into the Collection Account or application of sums as hereinafter provided) upon trust for the Borrower Security Trustee, and
- (B) unless the Borrower Security Trustee otherwise agrees in writing (and then only on such terms and in such manner as the Borrower Security Trustee may require) pay the proceeds of such getting in and realisation of Claims into the Collection Account

8 5 None of the Obligors shall at any time factor or discount or effect a set off or compromise of any of the Claims or enter into any agreement for such factoring or discounting or set off or compromise, and each Obligor shall if called upon to do so by

the Borrower Security Trustee at any time after the occurrence of a Potential Borrower Event of Default or a Borrower Event of Default which is subsisting, execute statutory assignments (including giving the requisite notices) or assignments of or declarations of trust over the relevant Claims to the Borrower Security Trustee in such forms as the Borrower Security Trustee may require

9. PRE-ENFORCEMENT

9.1 Notwithstanding the security rights created by or pursuant to Clause 3 (*Security*) of this Deed and prior to the service of a Borrower Enforcement Notice, on each Interest Payment Date, the Borrower may draw on the Operating Account, or, with the consent of the Borrower Security Trustee (such consent not to be unreasonably withheld prior to the occurrence of a Borrower Event of Default), withdraw moneys from the Collection Account, in each case, to make the following payments or provisions as set out in clause 11.1 (*Pre-enforcement*) of the Punch Taverns B Deed of Charge in the order of priority set out in, and subject to the other provisions of, the Punch Taverns B Deed of Charge

9.2 For the avoidance of doubt, the Borrower may also withdraw from

- (A) the Operating Account or, with the consent of the Borrower Security Trustee (such consent not to be unreasonably withheld or delayed), the Collection Account, at any time money to be applied
 - (i) in making Tax Permitted Payments in accordance with clause 16.6(B) (*Permitted Payments*) of the Issuer/Borrower Facility Agreement, or
 - (ii) in investing in Eligible Investments in accordance with clause 16.14 (*Consent and Eligible Investments*) of the Issuer/Borrower Facility Agreement and clause 3.12 (*Eligible Investments*) of the Bank Agreement, in each case in accordance with clauses 16.12 (*Payments out of a Fixed Account*) and 16.14 (*Consent and Eligible Investments*) to 16.19 (*Payments out of the Debt Service Reserve Account*) (inclusive) (as applicable) of the Issuer/Borrower Facility Agreement,
- (B) the Collection Account on a day other than an Interest Payment Date with the consent of the Borrower Security Trustee required to be paid to the Issuer Cash Collateralisation Account in accordance with clause 17.2 (*Occurrence of a Failure to Pay Event*) of the Issuer/Borrower Facility Agreement,
- (C) the Collection Account, with the prior written consent of the Borrower Security Trustee (such consent not to be unreasonably withheld or delayed), on the Business Day immediately prior to an Interest Payment Date moneys to be applied to meet the liabilities of the type described in clauses 11.1(E) to 11.1(L) (inclusive) (*Pre-Enforcement*) of the Punch Taverns B Deed of Charge (applying *mutatis mutandis* to this Deed pursuant to Clause 9.1 (*Pre-enforcement*)) that will be due and payable on that Interest Payment Date, but only where the Borrower will have sufficient moneys available following such payment to pay or provide for all other amounts due and payable under clauses 11.1(A) to 11.1(D) (*Pre-Enforcement*) (inclusive) of the Punch Taverns B Deed of Charge (applying

mutatis mutandis to this Deed pursuant to Clause 9 1 (*Pre-enforcement*)) on that Interest Payment Date and the Issuer requires the funds to meet its obligations to the Principal Paying Agent in accordance with clause 8 2 (*Note Trustee's requirements regarding Paying Agents*) of the Third New Notes Agency Agreement, clause 4 2 (*Payment to the Second New Notes Principal Paying Agent*) of the Second New Notes Agency Agreement, clause 4 2 (*Payment to the First New Notes Principal Paying Agent*) of the First New Notes Agency Agreement and clause 6 1 (*Issuer to pay the Principal Paying Agent*) of the Existing Notes Agency Agreement on the day immediately prior to the Interest Payment Date,

- (D) the Operating Account or, with the consent of the Borrower Security Trustee (such consent not to be unreasonably withheld or delayed), the Fixed Accounts, on a day other than an Interest Payment Date amounts to be applied in accordance with the terms of the Issuer/Borrower Facility Agreement

9 3 [not used]

9 4 **Draw stop upon occurrence of a Borrower Event of Default**

Upon the occurrence of a Borrower Event of Default, no moneys may be withdrawn from any Borrower Account without the prior written consent of the Borrower Security Trustee

9 5 **Acknowledgements**

- (A) Each of the Punch Taverns B Secured Parties acknowledges and agrees to the Account Bank's right of set off in respect of credit balances on the Collection Account and the debit balances on the Operating Account as set out in clauses 4 7 (*Repayment of monies owing on Operating Account*), 4 8 (*Interest*) and 4 9 (*Set-off*) of the Bank Agreement
- (B) Notwithstanding the foregoing provisions of Clause 9 1 (*Pre-enforcement*), the Account Bank agrees and acknowledges that no amounts will be paid to it under Clause 9 1 (*Pre-enforcement*) to the extent that the right of set off is available to the Account Bank with respect to credit balances on the Collection Account and debit balances on the Operating Account pursuant to clauses 4 7 (*Repayment of monies owing on Operating Account*), 4 8 (*Interest*) and 4 9 (*Set-off*) of the Bank Agreement

10 **UPON ENFORCEMENT**

- 10 1 Subject to the provisions of the Issuer/Borrower Facility Agreement (which, without limitation, shall include clause 17 5 (*Occurrence of any Additional Event*) thereof), if a Borrower Enforcement Notice is served by the Borrower Security Trustee on any Obligor, the Borrower Security Trustee shall as soon as is reasonable (which, in the case of a Business Day, shall mean upon giving not fewer than three hours notice expiring during normal business hours) serve such Borrower Enforcement Notice on each of the other Obligors with a copy to each Punch Taverns B Secured Party, the Liquidity Facility Provider, the Swap Provider and the Rating Agencies

10 2 Post-Enforcement Pre-Acceleration

Subsequent to the service of a Borrower Enforcement Notice but prior to the Term Advances being declared immediately due and payable in accordance with clause 17 6 (*Acceleration and/or Enforcement*) of the Issuer/Borrower Facility Agreement

- (A) no amount may be withdrawn from any Fixed Account except with the prior written consent of the Borrower Security Trustee,
- (B) if not already crystallised, any charge created under this Deed which is a floating charge shall crystallise,
- (C) no Obligor may make any payments whether under any indebtedness owed by the Obligor or otherwise to any company within the Punch Group or to any other person or make any dividend or distribution without the prior consent of the Borrower Security Trustee, and
- (D) provided always that the Borrower Security Trustee shall be entitled to apply amounts from any Fixed Account for making payment in accordance with the Borrower Pre-Enforcement Priority of Payments set out in clause 11 1 (*Pre-enforcement*) of the Punch Taverns B Deed of Charge but as if
 - (i) each of the references in clause 11 1(A) (*Pre-enforcement*) of the Punch Taverns B Deed of Charge to the Borrower Security Trustee included a reference to any receiver appointed by the Borrower Security Trustee, and
 - (ii) (unless the consent of the Borrower Security Trustee is received to the contrary) any reference in clause 11 1 (*Pre-enforcement*) of the Punch Taverns B Deed of Charge to an amount payable by the Borrower which is not an amount due to a Punch Taverns B Secured Party were deleted

Post-Acceleration

- 10 3 All moneys received or recovered by the Borrower Security Trustee (or a Receiver appointed on its behalf) following the Term Advances being declared immediately due and payable in accordance with clause 17 6(C) (*Acceleration and/or Enforcement*) of the Issuer/Borrower Facility Agreement shall be applied by the Borrower Security Trustee or the Receiver, as the case may be, in accordance with clause 12 3 (*Post-Acceleration*) of the Punch Taverns B Deed of Charge
- 10 4 Each Punch Taverns B Secured Party undertakes to pay to the Borrower Security Trustee or the Receiver, as the case may be, all moneys received or recovered by it (including by way of set-off or otherwise) subsequent to the service of a Borrower Enforcement Notice in order that such amounts can be applied in accordance with clause 12 3 (*Post-Acceleration*) of the Punch Taverns B Deed of Charge
- 10 5 Sections 109(6) and (8) of the 1925 Act shall not apply in relation to a Receiver appointed under this Deed

- 10 6 If the Borrower Security Trustee enforces the security created under this Deed at a time when either no amounts or not all amounts owing in respect of the Punch Taverns B Secured Amounts have become due and payable, the Borrower Security Trustee (or a Receiver) may, for so long as no such amounts or not all such amounts have become due and payable, pay any amounts referred to in Clause 11 3 (*Exercise of certain rights*) into, and retain such in, any account to be held by it as security and applied by it in accordance with Clause 10 3 (*Post-Acceleration*) as and when any of the amounts referred to therein become due and payable

Conflict

- 10 7 The Borrower Security Trustee shall, as regards all powers, trusts, authorities, duties and discretions of the Borrower Security Trustee in respect of the Punch Taverns B Second Priority Charged Property under this Deed or any other Transaction Document to which the Borrower Security Trustee is a party or the rights and benefits in respect of which are comprised in the Punch Taverns B Second Priority Charged Property (except where expressly provided otherwise) have regard to the interests of the Punch Taverns B Secured Parties generally provided that
- (A) for so long as there are any outstanding Issuer Obligations the Borrower Security Trustee shall have regard solely to the interests of the Issuer, and
 - (B) if there are no outstanding Issuer Obligations the Borrower Security Trustee shall have regard to the interests of the Punch Taverns B Secured Party appearing highest in the order of the relevant Borrower Priority of Payments to whom any amounts are owed under this Deed
- 10 8 In having regard to the interests of the Issuer, the Borrower Security Trustee shall be entitled to rely solely on a written confirmation from the Issuer Security Trustee as to whether, in the opinion of the Issuer Security Trustee, any matter, action or omission is or is not in the interests of or is or is not materially prejudicial to the interests of the Issuer
- 10 9 Where the Borrower Security Trustee is required to have regard to the interests of any individual Punch Taverns B Secured Party (other than the Issuer) in accordance with Clause 10 7(B) (*Conflict*), the Borrower Security Trustee may consult with such Punch Taverns B Secured Party and may rely on the opinion of that Punch Taverns B Secured Party as to whether any act, matter or thing is or is not in the interests of, or is or is not materially prejudicial to the interests of such Punch Taverns B Secured Party

Modification and waiver

- 10 10 The Borrower Security Trustee may from time to time and at any time without any consent or sanction of the Punch Taverns B Secured Parties concur with any person in making or sanctioning any modification to any of the Transaction Documents which in the Borrower Security Trustee's opinion is made to correct a manifest error or is of a formal, minor or technical nature

Variation and waiver – while Issuer Obligations remain outstanding

- 10 11 Without prejudice to the provisions of the Issuer/Borrower Facility Agreement, for so long as there are any Issuer Obligations outstanding, the Borrower Security Trustee may not make or sanction any modification, or waiver or authorisation of any breach or proposed breach, of the Transaction Documents other than pursuant to Clause 10 10 (*Modification and waiver*) above, except with the prior consent of, or as instructed or directed by, the Issuer Security Trustee and in any such circumstance the Punch Taverns B Secured Parties acknowledge and agree that the Issuer Security Trustee may give instructions and/or directions to the Borrower Security Trustee, and that the Borrower Security Trustee may seek consent, instructions and/or directions from the Issuer Security Trustee
- 10 12 When acting at the instruction or direction of the Issuer Security Trustee, the Borrower Security Trustee shall have no duty to take into account the interests of the other Punch Taverns B Secured Parties and no liberty for acting in accordance with such instructions or directions

Variation and waiver – no Issuer Obligations outstanding

- 10 13 If there are no Issuer Obligations outstanding or any amounts owing in respect of the Class B3 Notes, the Borrower Security Trustee may from time to time and at any time without any consent or sanction of the Punch Taverns B Secured Parties concur with any person in making or sanctioning any modification to any of the Transaction Documents which in the opinion of the Borrower Security Trustee it may be expedient to make, provided that the Borrower Security Trustee is of the opinion that such modification will not be materially prejudicial to the interests of the Punch Taverns B Secured Parties or, if it is not of that opinion in relation to any Punch Taverns B Secured Party, such Punch Taverns B Secured Party has given its written consent to modification
- 10 14 If there are no Issuer Obligations outstanding or any amounts owing in respect of the Class B3 Notes, the Borrower Security Trustee may, without the consent of the Punch Taverns B Secured Parties, without prejudice to its right in respect of any further or other breach from time to time and at any time, but only if and in so far as in its opinion the interests of the Punch Taverns B Secured Parties will not be materially prejudiced thereby or, if it is not of that opinion in relation to any Punch Taverns B Secured Party, such Punch Taverns B Secured Party has given its written consent thereto, authorise or waive, on such terms and conditions (if any) as shall seem expedient to it, any proposed or actual breach of any of the covenants or provisions contained in or arising pursuant to any of the Transaction Documents

Modifications binding and notice

- 10 15 Any modification, waiver or authorisation of a breach effected in accordance with Clauses 10 10 (*Modification and waiver*), 10 11 (*Variation and waiver – while Issuer Obligations remain outstanding*), 10 13 and 10 14 (*Variation and waiver – no Issuer Obligations outstanding*) hereof shall be binding on the Punch Taverns B Secured Parties and, unless the Borrower Security Trustee otherwise agrees, notice thereof shall

be given by the Borrower to the Punch Taverns B Secured Parties as soon as practicable thereafter

- 10 16 Each of the Punch Taverns B Secured Parties hereby acknowledges and concurs with the provisions of Clauses 10 7 to 10 15 (*Upon enforcement*) and each of them agrees that it shall have no claim against the Borrower Security Trustee as a result of the application thereof

11 EXERCISE OF CERTAIN RIGHTS

No enforcement by the Obligors

- 11 1 Each Obligor jointly and severally undertakes to each of the Punch Taverns B Secured Parties, the Borrower Security Trustee and each other that unless and until all Punch Taverns B Secured Amounts have been satisfied in full, it shall not

- (A) take any steps or pursue any action whatsoever for the purpose of recovering any debts whatsoever due or owing to it by any other Obligor or the Issuer, or
- (B) petition or procure the petition for the winding up or administration whether out of court or otherwise of any other Obligor or the Issuer or the appointment of an administrative receiver in respect of any Obligor or the Issuer or take or omit to take any steps whatsoever that may otherwise threaten or prejudice the security created in favour of the Borrower Security Trustee under this Deed

No enforcement by the Punch Taverns B Secured Parties

- 11 2 Each Punch Taverns B Secured Party (other than the Issuer, the Borrower Security Trustee and any Receiver) undertakes to each other and the Borrower Security Trustee that unless a Borrower Enforcement Notice has been served

- (A) other than as provided for in this Deed, it will not take any steps whatsoever to direct the Borrower Security Trustee to enforce the security created in its favour under this Deed,
- (B) it shall not take any steps or pursue any action whatsoever for the purpose of recovering any debts due or owing to it by any Obligor or the Issuer, as the case may be,
- (C) it shall not petition or procure the petitioning for the winding up or administration whether out of court or otherwise of any Obligor or the Issuer or the appointment of an administrative receiver in respect of any Obligor or the Issuer, or
- (D) it will not take or omit to take any steps whatsoever that may otherwise threaten or prejudice the security created in favour of the Borrower Security Trustee under this Deed,

PROVIDED HOWEVER that this Clause 11 2 (*No enforcement by the Punch Taverns B Secured Parties*) shall not prevent any Punch Taverns B Secured Party (other than the

Borrower Security Trustee or any Receiver) from taking any steps against any Obligor which do not amount to

- (i) the commencement or threat of commencement of legal proceedings against such Obligor,
- (ii) the appointment of an administrative receiver in respect of such Obligor,
- (iii) the making of an administration order against such Obligor, or
- (iv) the winding up or liquidation of the relevant Obligor

11 3 At any time after the amounts outstanding under the Issuer/Borrower Facility Agreement have become due and payable pursuant to clause 17 6(B) or 17 6(C) (*Acceleration and/or Enforcement*) of the Issuer/Borrower Facility Agreement (as amended) and/or the security constituted by or pursuant to clause 17 6(D) (*Acceleration and/or Enforcement*) of the Issuer/Borrower Facility Agreement (as amended), the Issuer shall not be entitled to proceed directly against any Obligor or prove in the liquidation or winding up of any Obligor unless the Borrower Security Trustee, having become bound so to proceed and/or prove, fails to do so and such failure shall be continuing and the Punch Taverns B Secured Parties (other than the Issuer) shall not be entitled to proceed directly against any Obligor or prove in the liquidation or winding up of any Obligor until all of the Issuer Obligations have been satisfied in full

12. GENERAL COVENANTS AND WARRANTIES

12 1 Each Obligor shall deposit with the Borrower Security Trustee, or procure that (except whilst at the United Kingdom Stamp Office or H M Land Registry or the Registers of Scotland or the Trade Mark Registry in connection with any registration or recording provided previously to the Borrower Security Trustee pursuant to the Punch Taverns B Deed of Charge) there are held to the order of the Borrower Security Trustee all deeds and documents of title relating to the Punch Taverns B Second Priority Charged Property which the Punch Taverns B Secured Parties are entitled to hold

12 2 Each Obligor hereby jointly and severally undertakes that, for so long as any Punch Taverns B Secured Amount remains outstanding, it shall

- (A) forthwith sign, seal, deliver and complete all transfers, renunciations, proxies, mandates, assignments, assignations, deeds and documents and do all acts and things which the Borrower Security Trustee may, in its absolute discretion at any time and from time to time specify (unless already carried out previously in relation to the Punch Taverns B Deed of Charge)
 - (i) for enabling or assisting it to perfect security over the securities charged pursuant to Clause 3 4 (*Securities*) of this Deed,
 - (ii) to vest the securities charged pursuant to Clause 3 4 (*Securities*) of this Deed in it or its nominee or nominees including without limitation, registering or procuring the registration of the Borrower Security Trustee

or its nominee as the holder of the securities set out in Schedule 2 (*Securities*) to this Deed, in the register of members of the relevant company,

- (iii) (after the service of a Borrower Enforcement Notice only) to exercise (or enable its nominee or nominees to exercise) any rights or powers attaching to the securities set out in Schedule 2 (*Securities*) to this Deed, or
 - (iv) (after service of a Borrower Enforcement Notice only) to sell or dispose of the securities set out in Schedule 2 (*Securities*) to this Deed,
- (B) indemnify the Borrower Security Trustee (and any of its nominees) on demand from and against all losses, actions, claims and liabilities which any of them may incur as a result of its interest in the securities set out in Schedule 2 (*Securities*) to this Deed,
- (C) not (without the prior written consent of the Borrower Security Trustee)
- (i) open or maintain any bank account or deposit account with any bank or any other financial institution other than, in respect of the Borrower only, the Collection Account, the Operating Account, the CapEx Account, the Debt Service Reserve Account, the Disposal Proceeds Account, the Excess Cash Account, the Cure Account and the Suspense Account,
 - (ii) in respect of the Borrower only, close the Collection Account, the Operating Account, the CapEx Account, the Debt Service Reserve Account, the Disposal Proceeds Account, the Excess Cash Account, the Cure Account or the Suspense Account maintained by it,
 - (iii) permit any person other than the Borrower Security Trustee or itself to be registered as or become the holder of the securities set out in Schedule 2 (*Securities*) to this Deed, or
 - (iv) permit the validity or effectiveness of any of the Relevant Documents, or the priority of the Encumbrances created thereby, to be amended, terminated or discharged, or consent to any variation of, or exercise any powers of consent or waiver pursuant to the terms of, this Deed or any of the other Relevant Documents, or permit any party to any of the Relevant Documents or any other person whose obligations form part of the Security provided hereunder to be released from such obligations, or dispose of any part of such security, save as envisaged in the Relevant Documents,
- (D) pay the proceeds of any insurance received by it on behalf of itself or any Obligor in respect of any Insurance Policy into the Collection Account, and
- (E) use reasonable endeavours to procure that originals of all Insurance Policies are or have been delivered to the Borrower Security Trustee within 90 days of

the acquisition closing date, with the interest of the Borrower Security Trustee and the Issuer noted thereon

Obligor representation and warranties

12 3 Each Obligor represents and warrants to the Borrower Security Trustee for the benefit of the Punch Taverns B Secured Parties that

- (A) **Status:** it is a corporation duly incorporated, validly existing and registered under the laws of England or Scotland, capable of being sued in its own right and not subject to any immunity from any proceedings and has the power to own its property and assets and to carry on its business and operations as they are being conducted,
- (B) **Due authorisation:** it has the power to enter into, perform and discharge its obligations under this Deed and the other Relevant Documents to which it is a party and has taken all necessary corporate and other action to authorise the execution, delivery and performance or admissibility in evidence by it of this Deed and the other Relevant Documents to which it is a party,
- (C) **No limitations on powers:** no limit on its powers will be exceeded as a result of the borrowing, giving of a guarantee, granting of security or other transactions contemplated by this Deed and the other Relevant Documents to which it is a party and this Deed and the other Relevant Documents to which it is a party constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms and it has done, fulfilled and performed all acts, conditions and things in order to make this Deed and the other Relevant Documents to which it is a party admissible in evidence in England and Scotland,
- (D) **Centre of main interests** its "centre of main interests" (as that expression is used in the EU Insolvency Regulation) is in the United Kingdom, and
- (E) **Domicile and establishment.** it has no branch, business establishment or other fixed establishment outside the United Kingdom and it does not have an "establishment" as that expression is used in the EU Insolvency Regulation in any jurisdiction other than the United Kingdom

12 4 Save with the prior written consent of the Borrower Security Trustee and/or unless the Transaction Documents otherwise permit, each of the Obligors covenants and agrees that it shall not for so long as any Punch Taverns B Secured Amount remains outstanding

- (A) **Negative Pledge:** create (or agree to create) or permit to subsist any Encumbrance over all or any of its present or future revenues or assets or undertaking other than a Permitted Encumbrance,

(B) Restrictions on activities:

- (i) engage in any activity whatsoever which is not a Permitted Business or incidental to or necessary in connection with any of the activities which the Relevant Documents provide or envisage that the Obligor will engage in,
- (ii) have any subsidiaries, any subsidiary undertaking (as defined in the Companies Act 2006) (save as set out in Schedule 9 (*Subsidiaries*) of the Issuer/Borrower Facility Agreement) or any employees or premises, save that the Charging Companies may sell, lend, part with or otherwise dispose of, or deal with, its assets or undertakings or any interest, estate, right, title or benefit therein necessary in order to implement a Solvent Winding-Up, provided that any such assets or undertakings (or any interests, estate, right, title or benefit therein) transferred, sold, lent, parted with or otherwise disposed of, remain charged in favour of the Borrower Security Trustee,

(C) **Disposals of assets** transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertaking or any interest, estate, right, title or benefit therein,

(D) **Distributions or Dividends:** pay any dividend or make any distribution to its shareholders or issue any further shares which are redeemable (save as necessary to implement a Solvent Winding-Up),

(E) **Borrowings.** incur any indebtedness in respect of borrowed money whatsoever or give any guarantee in respect of indebtedness or of any obligation of any person, and

(F) **Merger:** enter into any merger or consolidation with any other person (other than a member of the New Securitisation Group) save in connection with (i) an initial public offer or private placement of any Obligor or (ii) any merger or consolidation with a company or body corporate carrying on a Permitted Business and, in each case where the Borrower Security Trustee has determined that such merger would not be materially prejudicial to the Noteholders

Power to remedy

- 12.5 In the case of default by any Obligor in performing any term of this Deed, the Issuer/Borrower Facility Agreement or the Issuer/Borrower Swap Agreement, the Borrower Security Trustee or its agents and contractors shall (prior to the security constituted by or pursuant to this Deed becoming enforceable, to the extent the Obligor would be permitted to do so under the Transaction Documents or any other document pursuant to which such company holds its interest in or which governs its right or interest in the Punch Taverns B Second Priority Charged Property) be permitted (but without obligation) to

- (A) enter into any of the real or heritable property comprised in the Punch Taverns B Second Priority Charged Property,
- (B) comply with or object to any notice served on the relevant Obligor in respect of any of the relevant Punch Taverns B Second Priority Charged Property, and
- (C) take any action as the Borrower Security Trustee may reasonably consider necessary or desirable,

to prevent or remedy any breach of any such term or to comply with or object to any such notice

Dividends and voting

12.6 For the avoidance of doubt, until a Borrower Enforcement Notice has been served (save as necessary to implement a Solvent Winding-Up)

- (A) each of the Obligors agrees that all and any dividends, return of capital, repayment of capital or other distributions that are paid or made in respect of the securities charged pursuant to Clause 3 (*Security*), shall continue to be paid to or for the benefit of the relevant registered holder of such securities as the case may be,
- (B) subject to paragraphs (C) and (D) below, all voting and other rights and powers attached to the securities set out in Schedule 2 (*Securities*) to this Deed or any other securities charged pursuant to Clause 3 (*Security*), shall continue to be exercisable by the registered holder in respect of such securities set out in Schedule 2 (*Securities*) to this Deed or any other securities charged pursuant to Clause 3 (*Security*),
- (C) each of the Obligors undertakes to each of the Punch Taverns B Secured Parties and the Borrower Security Trustee not to vote on or to approve any shareholder resolution (written or otherwise) proposed to put to or which is put to its shareholders, which may, in any way whatsoever, jeopardise or prejudice or be inconsistent with the terms of the Encumbrances created under or pursuant to this Deed,
- (D) each of the Obligors undertakes to each of the Punch Taverns B Secured Parties and the Borrower Security Trustee, not to vote on or approve any shareholder resolution (written or otherwise) proposed or put to it as the shareholder of any other Obligor which relates to the solvent or insolvent winding-up of any such company, and
- (E) each of the Obligors undertakes to provide the Borrower Security Trustee with a copy of any resolution to be considered by it as shareholder in any subsidiary not fewer than five Business Days prior to the relevant shareholders' meeting (or if such resolution is to be a written resolution, not less than five Business Days prior to the date on which such resolution is to be signed by the shareholders)

- 12 7 After a Borrower Enforcement Notice has been given, the Borrower Security Trustee may, but in no circumstances shall be obliged to, exercise (in the name of the relevant Obligor and without the further consent or authority of any Obligor) any voting rights and any powers or rights which may be exercised by the person or persons in whose name any securities charged pursuant to Clause 3 (*Security*) are registered or who is the holder of any of them

Intellectual Property, including "Pubmaster", "Punch" and "Punch Retail"

- 12 8 Notwithstanding the provisions of clause 16 (*Other Covenants*) of the Issuer/Borrower Facility Agreement, each of the Obligors covenants and undertakes for the benefit of the Borrower Security Trustee that it shall not dispose of or otherwise deal in any of its Intellectual Property rights including the "Pubmaster", "Punch" or "Punch Retail" names, save that this Clause shall not prevent the relevant Obligor from licensing such name or otherwise using any of its Intellectual Property rights including the "Pubmaster", "Punch" or "Punch Retail" names with the prior written consent of the Borrower Security Trustee

Registration

- 12 9 The Borrower Security Trustee will not require or cause this Deed to be registered at H M Land Registry unless and until a Potential Borrower Event of Default or Borrower Event of Default has occurred and is subsisting, but may do so at the Borrower's cost at any time thereafter while that or any other Potential Borrower Event of Default or Borrower Event of Default is subsisting

13. BORROWER SECURITY TRUSTEE AND EVENTS OF DEFAULT

- 13 1 For the period commencing upon the service of a Borrower Enforcement Notice and terminating upon the notification to the Punch Taverns B Secured Parties by the Borrower Security Trustee that all Punch Taverns B Secured Amounts have been satisfied in full
- (A) all payments under or arising from this Deed shall be made to the Borrower Security Trustee or to its order (except as otherwise provided for in this Deed),
 - (B) save as otherwise expressly provided in this Deed, all rights or remedies provided for by this Deed or available at law or in equity to the Punch Taverns B Secured Parties are exercisable by the Borrower Security Trustee,
 - (C) save as otherwise expressly provided in this Deed, all rights to compel performance of the Transaction Documents are exercisable by the Borrower Security Trustee, and
 - (D) all payments by any Obligor in respect of the liabilities covenanted to be discharged in Clauses 2 1 (*Covenant to pay secured amounts and discharge secured liabilities*) and 2 2 (*Covenant to pay secured amounts and discharge secured liabilities*) shall operate in satisfaction *pro tanto* of the relevant Obligor's covenants to the Punch Taverns B Secured Parties

13 2 The Borrower Security Trustee hereby declares itself trustee of all covenants and undertakings made or given pursuant to this Deed for itself and the Punch Taverns B Secured Parties in respect of the obligations owed to each of the Punch Taverns B Secured Parties by each Obligor under the Issuer/Borrower Facility Agreement, the Second New Borrower Subordinated Loan Facility and this Deed

13 3 The Borrower Security Trustee undertakes that it will not seek to transfer any shares represented by those certificates pursuant to those transfers in accordance with Clause 3 4 (*Securities*) unless entitled to do so pursuant to the Issuer/Borrower Facility Agreement and this Deed

14. THE BORROWER SECURITY TRUSTEE'S POWERS

14 1 Without prejudice to the rights of the Borrower Security Trustee after the security created under this Deed has become enforceable, each of the Obligors hereby authorises the Borrower Security Trustee, prior to the security created by or pursuant to this Deed becoming enforceable, to exercise, or refrain from exercising, all rights, powers, authorities, discretions and remedies under or in respect of the Relevant Documents to which it is a party in such manner as in its absolute discretion it shall think fit For the avoidance of doubt, the Borrower Security Trustee shall not be required to have regard to the interests of the Obligors in the exercise or non-exercise of any such rights, powers, authorities, discretions and remedies or to comply with any direction given by any of the Obligors in relation thereto

Enforceable

14 2 The security created under this Deed shall become immediately enforceable and the power of sale and other powers conferred by Section 101 of the 1925 Act, as varied or amended by this Deed, shall, in accordance with Clause 14 1 (*The Borrower Security Trustee's Powers*), be exercisable by the Borrower Security Trustee at any time following service of a Borrower Enforcement Notice and (in relation to the Punch Taverns B Second Priority Standard Securities) a default within the meaning of Condition 9(i)(b) of Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 shall be deemed to be constituted at any time following service of a Borrower Enforcement Notice

14 3 At any time after the service of a Borrower Enforcement Notice, the Borrower Security Trustee shall have the power, at its sole discretion and without the consent of any of the Punch Taverns B Secured Parties, to do each and all of the following things and must, if instructed by the Issuer Security Trustee (for so long as any Issuer Obligations are outstanding) and subject to the Borrower Security Trustee being indemnified and/or secured and/or prefunded to its satisfaction, do such of the following things in accordance with such instructions

(A) enforce the security constituted pursuant to this Deed in accordance with the terms of this Deed and release and/or otherwise liquidate the Punch Taverns B Second Priority Charged Property and/or take possession of all or any part of the Punch Taverns B Second Priority Charged Property, and

- (B) take such other action under or in connection with this Deed or the Punch Taverns B Second Priority Charged Property in accordance with the terms of this Deed

Amounts due

- 14 4 The Punch Taverns B Secured Amounts shall become due for the purposes of Section 101 of the 1925 Act and the statutory power of sale and of appointing a Receiver which are conferred on the Borrower Security Trustee under the 1925 Act (as varied or extended by this Deed) and all other powers (including, in relation to the Punch Taverns B Second Priority Standard Securities, all powers of enforcement conferred in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970) shall be deemed to arise immediately after execution of this Deed but shall only become enforceable in accordance with Clause 14 1 (*The Borrower Security Trustee's Powers*) above

Power of sale

- 14 5 Section 103 of the 1925 Act shall not apply in relation to any of the charges contained in this Deed and the statutory power of sale (as extended by this Deed) and all other powers (including, in relation to the Punch Taverns B Second Priority Standard Securities, all powers of enforcement conferred in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970) shall be exercisable at any time after service of a Punch Taverns B Enforcement Notice

Law of Property Act 1925

- 14 6 The provisions of the 1925 Act relating to the power of sale and the other powers conferred by Sections 101(1) and (2) and (so far as permitted thereby) the powers of enforcement conferred in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970, are hereby extended in relation to each Obligor (as if such extensions were contained herein) to authorise the Borrower Security Trustee at its absolute discretion at any time following service of a Borrower Enforcement Notice and subject to the Borrower Security Trustee being indemnified and/or secured and/or prefunded to its satisfaction in relation to the exercise of such powers
 - (A) to make demand in the name of the Punch Taverns B Secured Parties or in its own right for any moneys and in respect of the Punch Taverns B Second Priority Charged Property,
 - (B) to sell any Obligor's title to or interest in the Punch Taverns B Second Priority Charged Property, and to do so for any shares, debentures or other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by an Encumbrance or a guarantee, or for such other consideration whatsoever as the Borrower Security Trustee may think fit, and also to grant any option to purchase, and to effect exchanges of any of the Punch Taverns B Second Priority Charged Property,
 - (C) with a view to selling the Punch Taverns B Second Priority Charged Property (or offering it for sale) to repair, replace and develop the Punch Taverns B Second

Priority Charged Property and to apply for any appropriate permission, licence, registration or approval,

- (D) to sever any fixtures and to sell them apart from the land or buildings on or to which they are affixed, and also to apportion any rent affecting the property sold, to charge such rent upon the property sold or retained and to agree to indemnify by any means any purchaser in respect of such rent or any covenants, or to take an indemnity or reserve powers of entry in respect of the property sold or retained,
- (E) with a view to or in connection with the sale of the Punch Taverns B Second Priority Charged Property, to carry out any transaction, scheme or arrangement which the Borrower Security Trustee may, in its absolute discretion, consider appropriate,
- (F) to insure the Punch Taverns B Second Priority Charged Property against such risks and for such amounts as the Borrower Security Trustee may consider prudent, and
- (G) to do all or any of the things or exercise all or any of the powers which are mentioned or referred to in Clause 16 11 (*Powers*) as if each of them was expressly conferred on the Borrower Security Trustee by this Deed and which may not be included in paragraphs (A) to (F) above

Leases, etc

14 7 In addition to the powers of leasing and accepting surrenders of leases conferred by Section 99 and Section 100 of the 1925 Act, it is hereby agreed that, at any time after the giving of a Punch Taverns B Enforcement Notice, the Borrower Security Trustee shall have full power, for such consideration (if any) and on such terms and in such manner as the Borrower Security Trustee may, in its absolute discretion, consider appropriate

- (A) to grant or make or surrender any lease whatsoever of all or any part of the Punch Taverns B Second Priority Charged Property, subject to and with the benefit of such costs, conditions and provisions as the Borrower Security Trustee may determine, including a lease which does not comply with Section 99 of the 1925 Act, and in connection with the making of such a lease to sever and sell any fixtures or fittings,
- (B) to accept, or agree to accept, any surrender of a lease of the Punch Taverns B Second Priority Charged Property without regard to the conditions specified in Sections 100(2) to (5) of the 1925 Act,
- (C) to grant any option in respect of all or any part of the Punch Taverns B Second Priority Charged Property, and
- (D) with a view to, or in connection with, the exercise of any of the powers conferred by Section 99(2) or 100(2) of the 1925 Act (as extended by this Clause 14 7(D))

(*Leases, etc*)), to carry out any transaction, scheme or arrangement which the Borrower Security Trustee, in its absolute discretion, considers appropriate,

and it is hereby further agreed that the powers conferred on the Borrower Security Trustee by this Clause shall be exercisable as if they were conferred by the 1925 Act (but, in relation to Scotland, subject to the provisions of the Conveyancing and Reform (Scotland) Act 1970 in relation to the rights of heritable creditors in possession), and whether or not the Borrower Security Trustee is in possession of the Punch Taverns B Second Priority Charged Property, and whether or not a receiver of the income of the Punch Taverns B Second Priority Charged Property has been appointed by it or it is acting under its statutory power

Scope of Clause 14 7

14 8 Without prejudice to its generality, Clause 14 7(A) (*Leases, etc*) empowers the Borrower Security Trustee (so far as permitted by law) to grant a lease for any term whatsoever, either in possession or reversion, being a lease which has all or any of the following characteristics

- (A) it is made in consideration of a premium (whether payable in a lump sum or by instalments),
- (B) it reserves a variable or a nominal rent,
- (C) whether or not it is made in the name and on behalf of any Obligor or it imposes personal liabilities and obligations on the relevant Obligor (in addition to the usual covenant for quiet enjoyment),
- (D) it contains an option for the lessee (and those deriving title under him) to renew the lease and/or to acquire the reversionary interest expectant on the determination of the term granted by the lease, and
- (E) whether or not the lessee may obtain security of tenure or become entitled to other statutory protection or compensation under that lease

Delegation to Receiver

14 9 In addition and without prejudice to any of its statutory powers, the Borrower Security Trustee may at any time by deed delegate to the Receiver all or any of the extended powers of leasing, surrendering or accepting surrenders of leases conferred on the Borrower Security Trustee by this Deed

Additional powers

14 10 The Borrower Security Trustee shall have the power to insure against any liabilities or obligations arising

- (A) as a result of the Borrower Security Trustee acting or failing to act in a certain way (other than which may arise from its gross negligence or wilful default or

that of its officers or employees, except for any such insurance which the Borrower Security Trustee obtains on its own account and at its own expense),

- (B) as a result of any act or failure to act by any person or persons to whom the Borrower Security Trustee has delegated any of its trusts, rights, powers, duties, authorities or discretions, or appointed as its agent (other than which may arise from its gross negligence or wilful default except for any such insurance which the Borrower Security Trustee obtains on its own account and at its own expense),
- (C) in connection with the Punch Taverns B Second Priority Charged Property, or
- (D) in connection with or arising from the enforcement of the security created by this Deed

- 14 11 The Borrower Security Trustee shall not be under any obligation to insure in respect of the liabilities and/or obligations set out in Clause 14 10 (*Additional powers*), but to the extent that it does so, the Obligors shall quarterly and on written request pay all insurance premiums and expenses which the Borrower Security Trustee may properly incur in relation to such insurance. If any Obligor fails to reimburse the Borrower Security Trustee, the Borrower Security Trustee shall be entitled to be indemnified out of the Punch Taverns B Second Priority Charged Property in respect thereof, and in the case of a Borrower Enforcement Notice having been served, the indemnification of all such insurance premiums and expenses shall be payable in priority to payments to the Punch Taverns B Secured Parties and otherwise in accordance with this Deed

Tax

- 14 12 The Borrower Security Trustee shall have no responsibility whatsoever to any Punch Taverns B Secured Party as regards any deficiency or additional payment, as the case may be, which might arise because the Borrower Security Trustee is subject to any tax in respect of the Punch Taverns B Second Priority Charged Property or any part thereof or any income therefrom or any proceeds thereof

Pensions

- 14 13 The Borrower Security Trustee is entitled to refrain from taking any action which might result in it becoming connected or associated with any company in the New Securitisation Group which has a defined benefit pension scheme, unless clearance has been obtained from the Pensions Regulator in respect of such action

15. RELEASES FOLLOWING SERVICE OF A BORROWER ENFORCEMENT NOTICE

Clause 17 (*Releases following service of a Borrower Enforcement Notice*) of the Punch Taverns B Deed of Charge shall apply, *mutatis mutandis*, to this Deed

16. RECEIVER

Appointment of Receiver

- 16 1 At any time following service of a Borrower Enforcement Notice, the Borrower Security Trustee shall (subject to it being indemnified and/or secured and/or prefunded to its satisfaction) appoint, by writing or by deed, such person or persons (including an officer or officers of the Borrower Security Trustee) as the Borrower Security Trustee thinks fit, to be a Receiver of the Punch Taverns B Second Priority Charged Property or any part thereof and, in the case of an appointment of more than one person, to act together or independently of the other or others

Appointment of administrative receiver

- 16 2 If (i) any person who is entitled to do so presents an application for the appointment of an administrator of any Obligor, (ii) a notice of intention to appoint an administrator of any Obligor is received by the Borrower Security Trustee or (iii) documents are filed with the court or registrar for the administration of any Obligor (whether out of court or otherwise), the Borrower Security Trustee shall upon receipt of such application or notice

- (A) within four business days of receipt or presentation of the application for the appointment of an administrator or, if the applicant has abridged the time for making the application, within such abridged time,
- (B) within four business days of receipt of the notice of intention to appoint an administrator or, if the applicant had abridged the time for making the application, within such abridged time, or
- (C) within one business day of receipt of written notice of appointment of an administrator pursuant to Section 15 of Schedule B1 of the Insolvency Act 1986 or, if the applicant has abridged the time for making the application, within such abridged time,

appoint, by writing or deed, such person or persons (including an officer or officers of the Borrower Security Trustee) as the Borrower Security Trustee considers appropriate to be an administrative receiver of any Obligor and, in the case of the appointment of more than one person, to act together or independently of the other or others

- 16 3 For the purposes of Clause 16 2 (*Appointment of administrative receiver*), business day shall have the meaning given to it in the Insolvency Act 1986
- 16 4 If the Borrower Security Trustee is unable to appoint an administrative receiver in accordance with the provisions of Clause 16 2(A) (*Appointment of administrative receiver*) prior to the hearing of an application brought pursuant to the Insolvency Act 1986, the Borrower Security Trustee shall attend the hearing of the application to oppose the application or make such submissions in regard to the application as the Borrower Security Trustee in its absolute discretion determines to be appropriate. The Borrower Security Trustee shall not be liable for any failure to appoint an administrative receiver hereunder, save in the case of its own gross negligence, wilful default or fraud

Indemnity

- 16 5 Save as set out in the next sentence, the Borrower Security Trustee will not be obliged to appoint an administrative receiver unless it is indemnified and/or secured and/or prefunded to its satisfaction. If the Borrower Security Trustee is required to appoint an administrative receiver pursuant to Clause 16 2 (*Appointment of administrative receiver*), the Borrower Security Trustee agrees that it is adequately indemnified and secured in respect of such appointment by virtue of its rights against the Obligors under this Deed and the security that it has in respect of such rights.
- 16 6 Each of the Obligors hereby agrees that, in the event that the Borrower Security Trustee appoints an administrative receiver in the circumstances referred to in Clause 16 2 (*Appointment of administrative receiver*), it waives any claim against the Borrower Security Trustee in respect of such appointment.

Removal and replacement

- 16 7 Except as otherwise required by law, the Borrower Security Trustee may by writing or by deed (a) remove a Receiver whether or not appointing another in his place or another to act with an existing Receiver or (b) appoint another Receiver if the Receiver resigns. The Borrower Security Trustee may apply to the court for an order removing an administrative receiver (as that expression is defined in the Insolvency Act 1986). For the avoidance of doubt, no delay or waiver of the right to exercise the power to appoint a Receiver shall prejudice the future exercise of such power.

Extent of appointment

- 16 8 The exclusion of any part of the Punch Taverns B Second Priority Charged Property of any Obligor from the appointment of the Receiver shall not preclude the Borrower Security Trustee from subsequently extending his or their appointment (or that of the receiver replacing him or them) to that part of the Punch Taverns B Second Priority Charged Property or appointing another Receiver over any other part of the Punch Taverns B Second Priority Charged Property.

Agent of the relevant Obligor

- 16 9 The Receiver shall be the agent of the relevant Obligor to which he is appointed and the relevant Obligor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, misconduct, negligence or default and for liabilities incurred by him and in no circumstances whatsoever shall the Borrower Security Trustee be in any way responsible for or incur any liability in connection with his contracts, engagements, acts, omissions, misconduct, negligence or default, and if a liquidator of any Obligor shall be appointed, the Receiver shall act as principal and not as agent for the Borrower Security Trustee. Notwithstanding the generality of the foregoing, such Receiver shall in the exercise of his powers, authorities and discretions conform to the regulations (if any) from time to time made and given in writing by the Borrower Security Trustee.

Remuneration

- 16 10 The remuneration of the Receiver shall be fixed by the Borrower Security Trustee and may be or include a commission calculated by reference to the gross amount, of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by any Obligor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but subject to Clause 10 4 (*Post-Acceleration*), such remuneration shall be payable hereunder by the relevant Obligor alone, and the amount of such remuneration shall be paid in accordance with the terms and conditions of the manner agreed from time to time between, the Receiver, the Borrower Security Trustee and the Punch Taverns B Secured Parties

Powers

- 16 11 In addition to any powers conferred on an administrative receiver, receiver, manager or receiver and manager by statute or common law (including, without limitation, Schedule 1 of the Insolvency Act 1986, regardless of whether the Receiver is an administrative receiver) the Receiver of any Obligor (the "**Relevant Company**"), shall have the following powers
- (A) to enter upon, take possession of, get in and collect the Punch Taverns B Second Priority Charged Property of the Relevant Company (or such part thereof in respect of which he may be appointed) or any part thereof including income whether accrued before or after the date of his appointment,
 - (B) to carry on, manage, concur in or authorise the management of, or appoint a manager of, the whole or any part of the business of the Relevant Company,
 - (C) to sell, exchange, license, surrender, release, disclaim, abandon, return or otherwise dispose of or in any way whatsoever deal with the Punch Taverns B Second Priority Charged Property of the Relevant Company or any interest in that Punch Taverns B Second Priority Charged Property or any part thereof for such consideration (if any) and upon such terms (including by deferred payment or payment by instalments) as he may think fit and to concur in any such transaction,
 - (D) to sell or concur in selling the whole or any part of the Relevant Company's business whether as a going concern or otherwise,
 - (E) to grant any leases whatsoever and to let on charter, sub-charter, hire, lease or sell on condition and to grant rights, options, licences, easements or servitudes over the whole or any part of the Punch Taverns B Second Priority Charged Property of the Relevant Company and (with or without consideration) to rescind, surrender or disclaim or accept or agree to accept surrenders or disclaimers of leases, hire purchase contracts or agreements relating to or affecting any of the Punch Taverns B Second Priority Charged Property of the Relevant Company in such circumstances, to such persons (including, without limitation, to the Borrower Security Trustee), for such purposes and upon such terms whatsoever as he may think fit and also to vary the terms of any lease or

contract affecting any of the Punch Taverns B Second Priority Charged Property of the Relevant Company and to act in relation to any review of the rent or provide payments under such a lease in such manner as he may think fit,

- (F) to appoint, engage, dismiss or vary the terms of employment of any employees, officers, managers, agents and advisers of the Relevant Company upon such terms as to remuneration and otherwise and for such periods as he may determine,
- (G) subject to the terms of any occupational lease under which any Punch Taverns B Second Priority Charged Property which is leasehold is occupied to insure, protect, decorate, maintain, repair, alter, improve, replace, exploit, sever fixtures from, demolish, add to and develop or concur in so doing, the Punch Taverns B Second Priority Charged Property of the Relevant Company or any part thereof in any manner and for any purpose whatsoever,
- (H) for such consideration and on such terms as he may think fit, to purchase outright or acquire by leasing, hiring, licensing or otherwise, any land, buildings, plant, equipment, vehicles or materials or any other property, assets or rights of any description which he considers necessary or desirable for the carrying on, improvement or realisation of any of the Punch Taverns B Second Priority Charged Property of the Relevant Company or the business of the Relevant Company or otherwise for the benefit of any such Punch Taverns B Second Priority Charged Property,
- (I) in connection with the exercise or the proposed exercise of any of his powers or in order to obtain payment of his remuneration (whether or not it is already payable), to borrow or raise money from any person, including the Borrower Security Trustee, without security or on the security of any of the Punch Taverns B Second Priority Charged Property of the Relevant Company and generally in such manner and on such terms as he may think fit,
- (J) to bring, enforce, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims, disputes and proceedings with or by any person who is or who claims to be a Punch Taverns B Secured Party or relating in any way to the Punch Taverns B Second Priority Charged Property of the Relevant Company or any part thereof,
- (K) to transfer all or any of the Punch Taverns B Second Priority Charged Property of the Relevant Company and/or any of the liabilities of the Relevant Company to any other company or body corporate, whether or not formed or acquired for the purpose and to form a subsidiary or subsidiaries of the Relevant Company,
- (L) to call up or require the directors of the Relevant Company to call up all or any portion of the uncalled capital for the time being of the Relevant Company and to enforce payment of any call by action (in the name of the Relevant Company or the Receiver as may be thought fit),

- (M) to redeem, discharge or compromise any Encumbrance from time to time having priority to or ranking *pari passu* with the Encumbrance created pursuant to this Deed,
- (N) to effect or maintain indemnity insurance and other insurance (including without limitation the Insurance Policies of the Relevant Company) and obtain bonds and performance guarantees,
- (O) in connection with the exercise of any of his powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Relevant Company or otherwise, as he may think fit, all documents, receipts, registrations, acts or things which he may consider appropriate,
- (P) to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Punch Taverns B Second Priority Charged Property of the Relevant Company or incidental to the ownership of or rights in or to any of the Punch Taverns B Second Priority Charged Property and to complete or effect any transaction entered into by the Relevant Company and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Relevant Company relating to or affecting the Punch Taverns B Second Priority Charged Property,
- (Q) to exercise all powers as are described in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an "administrative receiver" as defined in that Act,
- (R) generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Punch Taverns B Second Priority Charged Property of the Relevant Company which he may consider expedient as effectually as if he were solely and absolutely entitled to the Punch Taverns B Second Priority Charged Property,
- (S)
 - (i) to do all other acts and things which he may consider desirable or necessary for realising any Punch Taverns B Second Priority Charged Property of the Relevant Company or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed, and
 - (ii) to exercise in relation to any Punch Taverns B Second Priority Charged Property of the Relevant Company all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of the same,

and may use the name of the Relevant Company for any of the above purposes, and

- (T) to pay and discharge out of the profits and income of the relevant Punch Taverns B Second Priority Charged Property and the moneys to be made by it in carrying on the business of the Relevant Company the expenses incurred in and about the carrying on and management of any such business or in the exercise of any of the powers conferred by this Clause 16 11 (*Powers*) or otherwise in respect of such Punch Taverns B Second Priority Charged Property and all outgoings which it shall think fit to pay and to apply the residue of the said profits, income or moneys in the manner provided by Clause 10 4 (*Post-Acceleration*) of this Deed

- 16 12 The Borrower Security Trustee may pay over to the Receiver any moneys constituting part of the Punch Taverns B Second Priority Charged Property of the Relevant Company to the intent that the same may be applied for the purposes referred to in Clause 10 4 (*Post-Acceleration*) by such Receiver and the Borrower Security Trustee may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver

17 PROTECTION OF THIRD PARTIES

Enquiry

- 17 1 No purchaser from, or other person dealing with, the Borrower Security Trustee or a Receiver shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether the Punch Taverns B Secured Amounts remain outstanding or have become payable, whether the Receiver is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters, and the protections contained in Sections 104 to 107 of the 1925 Act shall apply to any person purchasing from or dealing with a Receiver or the Borrower Security Trustee

Receipts

- 17 2 The receipt of the Borrower Security Trustee or the Receiver shall be an absolute and a conclusive discharge to a purchaser or such other person and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Borrower Security Trustee or the Receiver

Construction

- 17 3 In Clauses 17 1 (*Enquiry*) and 17 2 (*Receipts*), "**purchaser**" includes any person acquiring any lease of or Permitted Encumbrance over, or any other interest or right whatsoever in relation to, the Punch Taverns B Second Priority Charged Property of any Obligor

18. PROTECTION OF BORROWER SECURITY TRUSTEE AND RECEIVER

Liability

- 18 1 Neither the Borrower Security Trustee nor the Receiver of any Obligor shall be liable to any Obligor in the absence of gross negligence or wilful misconduct on their part or that of their officers, employees or agents, in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or failure to exercise any of their respective powers

Possession

- 18 2 Without prejudice to the generality of Clause 18 1 (*Liability*), entry into possession of the Punch Taverns B Second Priority Charged Property of any Obligor shall not render the Borrower Security Trustee or the Receiver of that company liable to account as mortgagee or heritable creditor in possession, and if and whenever the Borrower Security Trustee or the Receiver enters into possession of the Punch Taverns B Second Priority Charged Property, it shall be entitled at any time to go out of such possession

Mortgagee in possession

- 18 3 Neither the Borrower Security Trustee nor the other Punch Taverns B Secured Parties shall, by reason of any assignment or other security made under this Deed, be or be deemed to be a mortgagee or heritable creditor in possession nor shall they take any action (other than, in the case of the other Punch Taverns B Secured Parties with the Borrower Security Trustee's prior written consent) which would be likely to lead to the Punch Taverns B Secured Parties or the Borrower Security Trustee becoming a mortgagee or heritable creditor in possession in respect of any property referred to in this Deed. The Borrower Security Trustee, in its absolute discretion, may at any time serve a written notice on the Punch Taverns B Secured Parties requiring the Punch Taverns B Secured Parties from the date such notice is served to obtain the Borrower Security Trustee's prior written consent before taking any action which would be likely to lead to the Punch Taverns B Secured Parties or the Borrower Security Trustee becoming a mortgagee or heritable creditor in possession in respect of any property referred to in this Deed
- 18 4 The Borrower Security Trustee shall not be obliged to exercise any of its rights or perform any of its obligations or take any other action pursuant to this Deed (including pursuant to Clause 8 (*Continuance of Security, Declaration of Trust, Collection of Debts and related matters*)) or any other Relevant Document unless and until it has been indemnified and/or secured and/or prefunded to its satisfaction against all losses, claims, damages, costs, expenses or other liabilities whatsoever to which it may become liable or to which it may incur as a result thereof

19. EXPENSES AND INDEMNITY

Expenses

- 19 1 Each Obligor jointly and severally covenants with and undertakes to the Borrower Security Trustee to reimburse or pay to the Borrower Security Trustee or the Receiver of any Obligor (on the basis of a full indemnity) the amount of all costs (including legal costs), charges and expenses (including insurance premiums) properly incurred or sustained by the Borrower Security Trustee or the Receiver (including, for the avoidance of doubt, any such costs, charges and expenses arising from any act or omission of, or proceedings involving, any third person) in connection with
- (A) any investigation of title to or any survey, inspection or valuation of any Permitted Business acquired after the date hereof by any Obligor under or in connection with this Deed, and the preparation, registration, recording or perfecting of this Deed (or any of the charges contained in or granted pursuant to it), or any other document entered into between *inter alios* any Obligor and the Borrower Security Trustee,
 - (B) following the occurrence of a Potential Borrower Event of Default or a Borrower Event of Default, any investigation of title to or any survey, inspection or valuation of the Punch Taverns B Second Priority Charged Property under or in connection with the Deed,
 - (C) in circumstances where the Borrower Security Trustee believes the security constituted by or granted pursuant to this Deed to be enforceable the exercise or the attempted exercise, or the consideration of the exercise by or on behalf of the Borrower Security Trustee or the Receiver of any of the powers of the Borrower Security Trustee or the Receiver, and the enforcement, preservation or attempted preservation of this Deed (or any of the charges contained in or granted pursuant to it) or any of the Punch Taverns B Second Priority Charged Property or any other action taken by or on behalf of the Borrower Security Trustee or the Receiver with a view to or in connection with the recovery by the Borrower Security Trustee or the Receiver of the Punch Taverns B Secured Amounts from any Obligor or any other person, or
 - (D) the carrying out of any other act or matter which the Borrower Security Trustee or the Receiver may reasonably consider to be for the preservation, improvement or benefit of the Punch Taverns B Second Priority Charged Property and which any Obligor is required to do pursuant to any of the Transaction Documents to which it is a party but which it has not done

Indemnity

- 19 2 Notwithstanding any other provision of this Deed, but save as provided in Clauses 14 3 (*Enforceable*) and 16 5 (*Indemnity*), the Borrower Security Trustee shall not be obliged to take any steps, proceedings or other action at the direction of any person (including, without limitation, declaring or determining the existence of a Borrower Event of Default, or giving a Borrower Enforcement Notice) unless it has been indemnified and/or secured and/or prefunded to its satisfaction in its absolute discretion (and for this

purpose the Borrower Security Trustee may, before taking any such steps, proceedings or other action and without limiting its right to make further demands, require those providing the indemnity to deposit cash with, or provide other security to, the Borrower Security Trustee for the indemnity on terms specified by the Borrower Security Trustee in its absolute discretion at the time) against all liabilities, proceedings, claims and demands to which it may become liable and all costs, charges and expenses which may be incurred by it in connection with or arising from the taking of such steps, proceedings or other action

- 19 3 Without limiting Clause 19 2 (*Indemnity*) above, the Borrower Security Trustee shall not be required to provide reasons for rejecting any indemnity, security or prefunding offered to it pursuant to Clause 19 2 (*Indemnity*) and, to the extent permitted by law, the Borrower Security Trustee shall be entitled to exercise its absolute discretion as to whether any indemnity is satisfactory to it without having regard to the reasonableness of that indemnity

Taxes and Interest

- 19 4 Any sum of whatsoever nature which is payable by any Obligor under this Deed shall be deemed to be exclusive of VAT or any similar tax and if VAT or any similar tax is chargeable on any supply for which such sum is consideration, the relevant Obligor in addition to such sums will pay to the Borrower Security Trustee and/or the Receiver of the relevant Obligor an amount equal to such VAT or similar tax subject to the prior receipt of a valid VAT invoice in respect of the supply to which the sum relates
- 19 5 If any sum is payable to any Obligor under Clauses 19 1 (*Expenses*) and 19 2 (*Indemnity*) of this Deed relating to a supply which is subject to VAT, the relevant Obligor shall make payment of an amount in respect of VAT to the relevant person if so required by the terms of the agreement pursuant to which such sum is payable and in accordance with the relevant Borrower Priority of Payments set out in such Clauses subject to the prior receipt of a valid VAT invoice in respect of the supply to which such sum relates
- 19 6 All sums payable by the Obligors under Clause 19 1 (*Expenses*) or Clause 19 2 (*Indemnity*) shall be payable on demand in accordance with the applicable Borrower Priority of Payments and
- (A) in the case of payments actually made by the Borrower Security Trustee prior to the demand, shall carry interest at the rate per annum which is 1 per cent per annum higher than the base rate of Lloyds Bank plc for the time being from the date of the same being demanded to the date of actual payment (provided that such demand shall be made on a Business Day, otherwise interest shall be payable from the first Business Day following the date of the demand to the date of actual payment), and
 - (B) in all other cases, shall carry interest at such rate from the date 15 days after the date of the same being demanded or (where the demand specifies that payment by the Borrower Security Trustee will be made on an earlier date provided such earlier date is a Business Day) from such earlier date (not being earlier than the date of such demand) to the date of actual payment

Stamp duties

- 19 7 The Obligors covenant and undertake, to the greatest extent permitted by applicable law, to pay all stamp duties and other similar duties or taxes payable on or arising out of or in consequence of
- (A) the creation of the security constituted by or pursuant to this Deed, and
 - (B) the execution and delivery of this Deed and documents executed pursuant hereto and the other Relevant Documents

20 PROTECTION OF CHARGES

Fixed mortgage

- 20 1 Each Obligor jointly and severally covenants with and undertakes to the Punch Taverns B Secured Parties and the Borrower Security Trustee, as a continuing security for the payment or discharge of the Punch Taverns B Secured Amounts at the cost of the relevant Obligor unless already carried out in respect of the terms of Punch Taverns B Deed of Charge
- (A) to deposit with the Borrower Security Trustee (which it may retain during the continuance of the charges contained in this Deed) or procure that there are held to its order by a firm of solicitors satisfactory to the Borrower Security Trustee all documents of title relating to all freehold, heritable and leasehold property and the deeds and documents relating to any freehold, heritable or leasehold property which is referred to in Schedule 1 (*The Estate*),
 - (B) if the Borrower Security Trustee so requires following the occurrence of a Potential Borrower Event of Default or Borrower Event of Default which is subsisting, promptly to execute a second or subsequent fixed mortgage, standard security or charge (as the Borrower Security Trustee may require) in terms specified by the Borrower Security Trustee of all or any part of the Punch Taverns B Second Priority Charged Property of the relevant Obligor which is for the time being subject to the floating charge contained in this Deed, and
 - (C) if the Borrower Security Trustee so requires following the occurrence of a Potential Borrower Event of Default, promptly to execute an assignment or assignation to the Borrower Security Trustee in terms specified by the Borrower Security Trustee of all or any debts or moneys payable to the relevant Obligor and any Encumbrances or documents relating to them or otherwise to negotiate the same to the Borrower Security Trustee

Further Security

- 20 2 Each Obligor further covenants with and undertakes to the Borrower Security Trustee from time to time (and, for the purposes mentioned in paragraph (A) below, notwithstanding that the Borrower Security Trustee may not have served a demand for payment of the Punch Taverns B Secured Amounts) upon demand to execute at the

relevant Obligor's own cost any document or do any act or thing (other than an amendment hereto) which

- (A) the Borrower Security Trustee or the Receiver may specify with a view to registering or perfecting any charge or security created or intended to be created by or pursuant to this Deed (including the perfecting of the conversion of any floating charge to a fixed charge pursuant to Clause 20.1 (*Fixed mortgage*) or 20.2 (*Further Security*)) subject to first having obtained all necessary consents, or
- (B) the Borrower Security Trustee or the Receiver may specify with a view to facilitating the exercise or the proposed exercise of any of their powers or the realisation of any of the Punch Taverns B Second Priority Charged Property, or
- (C) the Borrower Security Trustee or the Receiver may specify with a view to protecting the Encumbrances created or intended to be created by or pursuant to this Deed,

provided that no Obligor shall be obliged to execute any further documentation or take any other action or steps to the extent that it would breach a restriction in any agreement relating to the mortgage assignment or transferring of such benefits

21. CRYSTALLISATION

Notice

21.1 In addition and without prejudice to any other event resulting in a crystallisation of the floating charges created by this Deed or any other right the Borrower Security Trustee may have (including without limitation to its powers under Clause 19.1 (*Expenses*)), the Borrower Security Trustee may, at any time

- (A) whilst a Potential Borrower Event of Default or a Borrower Event of Default is subsisting,
- (B) it reasonably believes that the Punch Taverns B Second Priority Charged Property or any part thereof is in danger of being seized or sold under any form of distress, execution or diligence levied or threatened or is otherwise in jeopardy or if any circumstance shall occur which in the opinion of the Borrower Security Trustee imperils or will imperil the security created hereby or pursuant to the Relevant Documents or any Obligor takes or threatens to take any action that would be prejudicial to the security so as to result in there being a Material Adverse Effect or would be inconsistent with the security created hereby or pursuant thereto, or
- (C) if any other circumstance shall occur which in the opinion of the Borrower Security Trustee prejudices, imperils or threatens or is likely to do any of the foregoing in respect of the security created by or pursuant to this Deed,

by notice in writing to the relevant Obligor (copied to the Punch Taverns B Secured Parties) declare that the floating charges hereby created shall be converted into a second specific fixed charge as to all of the undertaking, property and assets or such of them as may be specified in the notice, and by way of further assurance, each Obligor, at its own expense, shall execute all documents in such form as the Borrower Security Trustee shall require and shall deliver to the Borrower Security Trustee all conveyances, deeds, certificates and documents which may be necessary to perfect such second specific fixed charge

Automatic crystallisation

- 21 2 In addition and without prejudice to any other event resulting in a crystallisation of the floating charges, the floating charges contained herein shall automatically be converted into fixed charges over
- (A) all property, assets or undertaking of the relevant Obligor subject to the floating charges, if and when
 - (i) any Insolvency Event occurs,
 - (ii) a Borrower Enforcement Notice is served and not withdrawn, or
 - (iii) any floating charge granted by any Obligor to any person other than the Borrower Security Trustee shall crystallise for any reason whatsoever, and
 - (B) if the holder of any other Encumbrance in relation to the company, whether the ranking in priority to or *pari passu* with or after the charges contained in this Deed, shall appoint an administrative receiver, receiver, manager or receiver and manager
- 21 3 If any petition for the administration or winding-up of any Obligor is dismissed or withdrawn or a resolution for winding-up any Obligor is not passed by the necessary majority, then without prejudice to any rights exercisable otherwise than in consequence of the presentation of such petition or resolution and subject to anything done in the meantime in pursuance of the powers given by this Deed and subject to the provisions contained in this Deed as to costs charges and expenses incurred and payments made, possession of the Punch Taverns B Second Priority Charged Property will be restored to the relevant Obligor and the relevant Obligor and all persons concerned will be remitted to their original rights provided that the Borrower Security Trustee is satisfied that its security position at that time is not materially different to that as at the date of this Deed
- 21 4 Notwithstanding the crystallisation of the floating charges created pursuant to this Deed, no Obligor shall be obliged to execute any further documentation or take any other actions or steps the effect of which would be to mortgage, assign or transfer or share possession or rights to the Borrower Security Trustee or any other party the benefit of any agreement to which it is a party to the extent that the execution of any such further documentation or the taking of any other action or steps would breach a restriction in any such agreement relating to the mortgaging and/or assigning and transferring of such benefit

22. POWER OF ATTORNEY, ETC.

Execution of power of attorney

- 22 1 On the Fifth Closing Date, each Obligor shall execute and deliver to the Borrower Security Trustee a power of attorney in substantially the form set out in Schedule 4 (*Form of Security Power of Attorney*) For the avoidance of doubt, the Borrower Security Trustee confirms that it may only exercise the powers conferred under the relevant power of attorney in the circumstances set out in paragraph 2 of the power of attorney

Punch Taverns B Second Priority Charged Property on trust

- 22 2 To the extent permitted to do so under the Transaction Documents, for the purpose of giving effect to this Deed, each Obligor hereby declares that, after service of a Punch Taverns B Enforcement Notice, it will hold all of its Punch Taverns B Second Priority Charged Property (subject to the right of redemption) upon trust to convey, assign or otherwise deal with such Punch Taverns B Second Priority Charged Property in such manner and to such person as the Borrower Security Trustee shall direct, and declares that it shall be lawful for the Borrower Security Trustee to appoint a new trustee or trustees of the Punch Taverns B Second Priority Charged Property in place of such Obligor

23. EXAMINATION OF SECURED ASSETS, ETC

Premises

- 23 1 Without prejudice to clause 16 1(L) (*Access*) of the Issuer/Borrower Facility Agreement, each Obligor shall permit the Borrower Security Trustee and any persons appointed by it to enter in or upon any of the Punch Taverns B Mortgaged Properties of any such Obligor or any part thereof at all reasonable times and upon reasonable prior written notice to view the state and condition thereof or of any buildings, fixtures, fittings (including trade fixtures and fittings) or any plant and machinery or in the event of any relevant Obligor failing to comply with any covenant or obligation in this Deed or any other Transaction Document, to execute any works and do anything thereon necessary to ensure such compliance, without becoming liable as a mortgagee or heritable creditor in possession and, in the event of any relevant Obligor failing so to do, to comply with any order, direction, requisition, permission, notice or other matter and to do all acts and things necessary or proper for complying therewith, provided that the rights under this Clause 23 1 (*Premises*) may not be exercised in a manner which could reasonably be expected to contravene the rights of any person lawfully occupying that part of the real or heritable property comprised in the Punch Taverns B Mortgaged Property

Inspection

- 23 2 Without prejudice to clause 16 1(L) (*Access*) of the Issuer/Borrower Facility Agreement, each Obligor shall permit the Borrower Security Trustee, any persons appointed by it and the Financial Adviser on reasonable notice and at reasonable times full access to property comprised in the Punch Taverns B Second Priority Charged Property of the relevant Obligor to carry out any survey, inspection, assessment or review of such real

property and any costs, fees and expenses incurred by the Borrower Security Trustee, any person appointed by it or the Financial Adviser in connection with all such inspection, assessment or review shall be payable by the Obligor and shall form part of the Punch Taverns B Secured Amounts

24 OTHER SECURITY, ETC.

No merger

- 24 1 The charges contained in or created pursuant to this Deed are in addition to and shall neither be merged in, nor in any way exclude or prejudice any other Encumbrance right of recourse, set off or other right whatsoever which the Borrower Security Trustee or any Punch Taverns B Secured Party may now or at any time hereafter hold or have (or would apart from this Deed or any charge contained or created pursuant to this Deed hold or have) as regards any Obligor or any other person in respect of the Punch Taverns B Secured Amounts, and neither the Borrower Security Trustee nor any Punch Taverns B Secured Party shall be under any obligation to take any steps to call in or to enforce any security for the Punch Taverns B Secured Amounts, and shall not be liable to any Obligor for any loss arising from any omission on the part of the Borrower Security Trustee or any Punch Taverns B Secured Party to take any such steps or for the manner in which the Borrower Security Trustee or any Punch Taverns B Secured Party shall enforce or refrain from enforcing any such security

Consolidation

- 24 2 Section 93 of the 1925 Act shall not apply in relation to any of the charges contained in this Deed

Ruling Off

- 24 3 If the Borrower Security Trustee receives notice of any Encumbrance affecting the relevant Punch Taverns B Second Priority Charged Property of any Obligor in contravention of the provisions hereof
- (A) the Borrower Security Trustee may open a new account in the name of the relevant Obligor and, if it does not, it shall nevertheless be deemed to have done so at the time it received such notice, and
 - (B) all payments made by the relevant Obligor to the Borrower Security Trustee after the Borrower Security Trustee receives such notice shall be credited or deemed to have been credited to the new account, and in no circumstances whatsoever shall operate to reduce the Punch Taverns B Secured Amounts as at the time the Borrower Security Trustee received such notice

Change of name, etc

- 24 4 This Deed shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Borrower Security Trustee or any Obligor or any amalgamation or consolidation by the Borrower Security Trustee or any Obligor with any other corporation

25. AVOIDANCE OF PAYMENTS

No release

- 25 1 No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Borrower Security Trustee or any Punch Taverns B Secured Party on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Borrower Security Trustee or any Punch Taverns B Secured Party to recover the Punch Taverns B Secured Amounts from any Obligor (including any moneys which it may be compelled to pay or refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection therewith) or to enforce the charges contained in this Deed to the full extent of the Punch Taverns B Secured Amounts

Retention of charges

- 25 2 If the Borrower Security Trustee shall have reasonable grounds for believing that any Obligor may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act 1986 as at the date of any payment made by that company to the Borrower Security Trustee, and that as a result such payment may be capable of being avoided or clawed back, the Borrower Security Trustee shall be at liberty to retain the charges contained in or created pursuant to this Deed until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Punch Taverns B Secured Amounts notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Borrower Security Trustee on, or, as a consequence of, such payment or discharge of liability, provided that, if at any time within such period, a petition shall be presented to a competent court for an order for the winding up or the making of an administration order in respect of any Obligor or any Obligor shall commence to be wound up or to go into administration or any, analogous proceedings shall be commenced by or against any such Obligor, the Borrower Security Trustee shall be at liberty to continue to retain such security for such further period as the Borrower Security Trustee may determine and such security shall be deemed to continue to have been held as security for the payment and discharge to the Borrower Security Trustee of all Punch Taverns B Secured Amounts

26. SET OFF

- 26 1 The Borrower Security Trustee may at any time following the service of a Borrower Enforcement Notice without notice and notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any existing accounts of any Obligor whether in its own name or jointly with others and held by it or any Punch Taverns B Secured Party and may set off or transfer all or any part of any credit balance or any sum standing to the credit of any such account (whether or not the same is due to any such Obligor from the Borrower Security Trustee or relevant Punch Taverns B Secured Party and whether or not the credit balance and the account in debit or the Punch Taverns B Secured Amounts are expressed in the same currency in which case the Borrower Security Trustee is hereby authorised to effect any necessary conversions at its prevailing rates of exchange) in or towards satisfaction of any of the Punch

Taverns B Secured Amounts and may in its absolute discretion estimate the amount of any liability of any Obligor which is contingent or unascertained and thereafter set off such estimated amount and no amount shall be payable by the Borrower Security Trustee to any such Obligor unless and until all Punch Taverns B Secured Amounts have been ascertained and fully repaid or discharged

27. EXECUTION OF DOCUMENTS

- 27 1 Any document required to be executed as a deed by the Borrower Security Trustee under or in connection with this Deed shall be validly executed if executed as a deed by a duly authorised attorney of the Borrower Security Trustee

28. PROVISIONS SUPPLEMENTAL TO THE TRUSTEE ACT 1925

- 28 1 By way of supplement to the Trustee Act 1925 it is expressly declared as follows

- (A) the Borrower Security Trustee may in relation to this Deed or any other Transaction Document act on the opinion or advice of, or a certificate or any information obtained from, any lawyer, banker, valuer, surveyor, securities company, broker, auctioneer, accountant or other expert or professional in the United Kingdom or elsewhere (including, without limitation, the Financial Adviser), whether obtained by the Borrower Security Trustee or any Receiver and shall not be responsible for any loss occasioned by so acting,
- (B) any such opinion, advice, certificate or information may be sent or obtained by letter, facsimile reproduction or in any other form and the Borrower Security Trustee shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error or shall not be authentic provided that such error or lack of authenticity is not manifest,
- (C) subject to the terms of this Deed, the Borrower Security Trustee shall (save as expressly otherwise provided in this Deed or any other Transaction Document) as regards all rights, powers, authorities and discretions vested in it by this Deed or any other Transaction Document, or by operation of law, have absolute and uncontrolled discretion as to the exercise or non-exercise thereof,
- (D) the Borrower Security Trustee shall be at liberty to place this Deed and all deeds and other documents relating to this Deed with any bank or banking company, or lawyer or firm of lawyers believed by it to be of good repute, in any part of the world, and the Borrower Security Trustee shall not be responsible for or be required to insure against any loss incurred in connection with any such deposit and the relevant Obligor shall pay all sums required to be paid on account of or in respect of any such deposit,
- (E) the Borrower Security Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Borrower Security Trustee (including the receipt and payment of money) The Borrower Security Trustee shall not be responsible for

any misconduct on the part of any person appointed by it in good faith hereunder or be bound to supervise the proceedings or acts of any such persons Without prejudice to the generality of this Clause 28 1(E) (*Provisions supplemental to the Trustee Act 1925*), the Borrower Security Trustee shall not be liable to the Punch Taverns B Secured Parties in respect of any loss occasioned, directly or indirectly, as a result of the negligence, wilful default or fraud of the Financial Adviser or any Alternative Adviser, including any loss being incurred as a result of a limitation of liability imposed by the Financial Adviser or any Alternative Adviser under the terms of their respective engagements,

- (F) where it is necessary or desirable for any purpose in connection with this Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Deed or required by law) be converted at such rate or rates in accordance with such method and as at such date for the determination of such rate of exchange, as may be specified by the Borrower Security Trustee in its absolute discretion but having regard to current rates of exchange if available and the Borrower Security Trustee shall not be liable for any loss occasioned by the said conversion under this Clause 28 1(F) (*Provisions supplemental to the Trustee Act 1925*),
- (G) any consent given by the Borrower Security Trustee for the purposes of this Deed or any of the Transaction Documents (subject to any express provision to the contrary in this Deed or any other Transaction Document) may be given on such terms and subject to such conditions (if any) as the Borrower Security Trustee thinks fit and, notwithstanding anything to the contrary contained in this Deed or any of the Transaction Documents, may be given retrospectively,
- (H) the Borrower Security Trustee shall be entitled to rely upon a certificate (reasonably believed by it to be genuine) of any Obligor or any other person in respect of every matter and circumstance for which a certificate is expressly provided for under this Deed or the Transaction Documents and to call for and rely upon a certificate of any Obligor or any other person believed by it to be genuine as to any other fact or matter *prima facie* within the knowledge of any Obligor or such person as sufficient evidence thereof and the Borrower Security Trustee shall not be bound in any such case to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be caused by it failing to do so,
- (I) the Borrower Security Trustee shall not be liable for any error of judgement made in good faith by any officer or employee of the Borrower Security Trustee assigned by the Borrower Security Trustee to administer its corporate trust matters unless it shall be proved that the Borrower Security Trustee was grossly negligent in ascertaining the pertinent facts,
- (J) no provision of this Deed or any other Transaction Document shall require the Borrower Security Trustee to do anything which may be illegal or contrary to applicable law or regulation or expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers or otherwise in connection with this Deed or any other

Transaction Document (including, without limitation, forming any opinion or employing any legal, financial or other adviser), if it shall believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it,

- (K) any trustee being a banker, lawyer, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his partners or firm on matters arising in connection with this Deed or any of the Transaction Documents and also his charges in addition to disbursements for all other work and business done and all time spent by him or his partners or firm on matters arising in connection with this Deed or any of the Transaction Documents including matters which might or should have been attended to in person by a trustee not being a banker, lawyer, broker or other professional person, and
- (L) the Borrower Security Trustee shall have no responsibility for the maintenance of any rating of the Notes of any class by the Rating Agencies or any other person

28 2 The Borrower Security Trustee shall not be responsible for any recitals or statements or warranties or representations of any party (other than the Borrower Security Trustee) contained herein or in any other Transaction Document or any other document entered into in connection therewith and shall assume the accuracy and correctness thereof and shall not be responsible for the execution, legality, effectiveness, adequacy, genuineness, validity or enforceability or admissibility in evidence of any such agreement or other document or any trust or security thereby constituted or evidenced. The Borrower Security Trustee may accept without enquiry, requisition or objection such title as any Obligor may have to the Punch Taverns B Second Priority Charged Property or any part thereof from time to time and shall not be required to investigate or make any enquiry into the title of any such Obligor to the Punch Taverns B Second Priority Charged Property or any part thereof from time to time whether or not any default or failure is or was known to the Borrower Security Trustee or might be, or might have been, discovered upon examination, inquiry or investigation and whether or not capable of remedy. Notwithstanding the generality of the foregoing, each Punch Taverns B Secured Party shall be solely responsible for making its own independent appraisal of and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Obligors, and the Borrower Security Trustee shall not at any time have any responsibility for the same and each Punch Taverns B Secured Party shall not rely on the Borrower Security Trustee in respect thereof.

28 3 The Borrower Security Trustee shall not be bound to give notice to any person of the execution of this Deed nor shall it be liable for any failure, omission or defect in perfecting the security intended to be constituted hereby including, without prejudice to the generality of the foregoing

- (A) failure to obtain any licence, consent or other authority for the execution of the same,

- (B) failure to register the same in accordance with the provisions of any of the documents of title of any Obligor to any of the Punch Taverns B Second Priority Charged Property, and
- (C) failure to effect or procure registration of or otherwise protect any Transaction Document by registering the same under any registration laws in any territory, or by registering any notice, caution or other entry prescribed by or pursuant to the provisions of the said laws

28 4 The Borrower Security Trustee shall not be responsible for the genuineness, validity or effectiveness of any Transaction Document or any other documents entered into in connection therewith or any other document or any obligations or rights created or purported to be created thereby or pursuant thereto or any security or the priority thereof constituted or purported to be constituted by or pursuant to this Deed or any of the Transaction Documents, nor shall it be responsible or liable to any person because of any invalidity of any provision of such documents or the unenforceability thereof, whether arising from statute, law or decisions of any court and (without prejudice to the generality of the foregoing) the Borrower Security Trustee shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for

- (A) the nature, status, creditworthiness or solvency of any Obligor,
- (B) the execution, legality, validity, adequacy, admissibility in evidence or enforceability of this Deed or any Transaction Document relating to the Punch Taverns B Second Priority Charged Property or any other document entered into in connection therewith,
- (C) the registration, filing, protection or perfection of any security relating to this Deed or the Transaction Documents relating to the Punch Taverns B Second Priority Charged Property or the priority of the security thereby created whether in respect of any initial advance or any subsequent advance or any other sums or liabilities,
- (D) the scope or accuracy of any representations, warranties or statements made by or on behalf of any Obligor or any other person or entity who has at any time provided any Transaction Document relating to the Punch Taverns B Second Priority Charged Property or in any document entered into in connection therewith,
- (E) the performance or observance by any Obligor or any other person with any provisions of this Deed or any Transaction Document comprised within the Punch Taverns B Second Priority Charged Property or in any document entered into in connection therewith or the fulfilment or satisfaction of any conditions contained therein or relating thereto or as to the existence or occurrence at any time of any default, event of default or similar event contained therein or any waiver or consent which has at any time been granted in relation to any of the foregoing,

- (F) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection with the Punch Taverns B Second Priority Charged Property,
- (G) the title of any Obligor to any of the Punch Taverns B Second Priority Charged Property,
- (H) the failure to effect or procure registration of or to give notice to any person in relation to or otherwise protect the security created or purported to be created by or pursuant to this Deed or other documents entered into in connection therewith,
- (I) the failure to call for delivery of documents of title to or require any transfers, assignments, legal mortgages, charges, standard securities or other further assurances in relation to any of the assets the subject matter of any of this Deed or any other document, or
- (J) any other matter or thing relating to or in any way connected with this Deed or the Punch Taverns B Second Priority Charged Property or any document entered into in connection therewith whether or not similar to the foregoing

- 28 5 The Borrower Security Trustee shall not be under any obligation to insure in respect of any of the Punch Taverns B Second Priority Charged Property or to require any other person to maintain any such insurance. The Borrower Security Trustee will not be responsible for any loss, expense or liability which may be suffered by any Punch Taverns B Secured Party as a result of any asset comprised in the Punch Taverns B Second Priority Charged Property, or any deed or document of title thereto, being uninsured or inadequately insured, in being held by or to the order of clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Borrower Security Trustee
- 28 6 The Borrower Security Trustee shall be under no obligation to monitor or supervise the functions of the Account Bank under the Bank Agreement or of any other person under or pursuant to any of the Transaction Documents
- 28 7 The Borrower Security Trustee shall not be liable or responsible for any loss, cost, damage, expense or inconvenience which may result from anything done or omitted to be done by it under this Deed or any of the Transaction Documents save where the same arises as a result of the Borrower Security Trustee's wilful default, fraud or gross negligence
- 28 8 Subject to the terms of this Deed, the Borrower Security Trustee as between itself and the Punch Taverns B Secured Parties shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Deed and the Transaction Documents and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Borrower Security Trustee, shall be conclusive and shall bind the Borrower Security Trustee and the Punch Taverns B Secured Parties

28 9 The Borrower Security Trustee shall not be responsible for the receipt or application by any Obligor of the proceeds of the Term Advances

28 10 None of the provisions of this Deed shall, in any case in which the Borrower Security Trustee has failed to show the degree of care and diligence required of it as trustee of this Deed, having regard to the provisions of this Deed and any of the Transaction Documents to which the Borrower Security Trustee is a party conferring on the Borrower Security Trustee any powers, authorities or discretions, relieve or indemnify the Borrower Security Trustee against any liabilities which by virtue of any rule of law would otherwise attach to it in respect of any negligence, default, breach of duty or breach of trust of which it may be guilty in relation to its duties under this Deed

29. SUPPLEMENTAL PROVISIONS REGARDING THE BORROWER SECURITY TRUSTEE

29 1 Except as herein otherwise expressly provided, the Borrower Security Trustee shall be and is hereby authorised to assume without enquiry, and it is hereby declared to be the intention of the Borrower Security Trustee that it shall assume without enquiry, that each Obligor and each of the other parties thereto is duly performing and observing all the covenants and provisions contained in this Deed and the Transaction Documents and on its part to be performed and observed and that no event has occurred which gives rise to or may, with the effluxion of time, give rise to a Borrower Event of Default

29 2 The Borrower Security Trustee may, in the execution of all or any of the trusts, powers, authorities and discretions vested in it by this Deed or any of the Transaction Documents, act by responsible officers or a responsible officer for the time being of the Borrower Security Trustee. The Borrower Security Trustee may also, whenever it thinks expedient in the interests of the Punch Taverns B Secured Parties, whether by power of attorney or otherwise, delegate to any person or persons all or any of the trusts, rights, powers, duties, authorities and discretions vested in it by this Deed or any of the Transaction Documents. Any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Borrower Security Trustee may think fit in the interests of the Punch Taverns B Secured Parties or any of them, provided that the Borrower Security Trustee shall have exercised reasonable care in the selection of such delegate and, where a power to sub-delegate has been given, shall oblige the delegate to exercise reasonable care in the selection of any sub-delegate. The Borrower Security Trustee shall not be bound to supervise the proceedings of, or be responsible for any loss incurred by any misconduct, negligence or default on the part of such delegate or sub-delegate. The Borrower Security Trustee shall give prompt notice to each Obligor of the appointment of any delegate as aforesaid and shall procure that any delegate shall also give prompt notice of the appointment of any sub-delegate to each Obligor.

29 3 The Borrower Security Trustee shall not, and no director, officer or employee of any corporation being a Borrower Security Trustee hereof shall by reason of the fiduciary position of the Borrower Security Trustee be in any way precluded from making any commercial contracts or entering into any commercial transactions with the Punch Group, any subsidiary of the Punch Group, any Holding Company of the Punch Group or any member of any subsidiary of any such Holding Company of the Punch Group or any other party to the Transaction Documents, whether directly or through any

subsidiary or associated company, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Punch Group, any subsidiary of any member of the Punch Group, any Holding Company of the Punch Group or any subsidiary of any such Holding Company or any other party to the Transaction Documents, and without prejudice to the generality of these provisions, it is expressly declared that such contracts and transactions include any contract or transaction in relation to the placing, underwriting, purchasing, subscribing for or dealing with or lending money upon or making payments in respect of or any stock, shares, debenture stock, debentures or other securities of the Punch Group, any subsidiary of the Punch Group, any Holding Company of any member of the Punch Group or any subsidiary of any such Holding Company or any other party to the Transaction Documents or any contract of banking or insurance with the Punch Group, any subsidiary of any member of the Punch Group, any Holding Company of the Punch Group or any subsidiary of any such Holding Company or any other party to the Transaction Documents and neither the Borrower Security Trustee nor any such director, officer or employee shall be accountable to any Punch Taverns B Secured Party or to any Obligor for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions, and the Borrower Security Trustee and any such director, officer or employee shall also be at liberty to retain the same without accounting therefore

- 29 4 The powers conferred by this Deed upon the Borrower Security Trustee shall be in addition to any powers which may from time to time be vested in it by general law
- 29 5 The Borrower Security Trustee shall have the power to insure against any liability or obligation arising
- (A) as a result of the Borrower Security Trustee acting or failing to act in a certain way (other than which may arise from its fraud, gross negligence or wilful default or that of its officers or employees, save that, for the avoidance of doubt, nothing in this Clause 29 5 (*Supplemental provisions regarding the Borrower Security Trustee*) shall restrict the Borrower Security Trustee from obtaining insurance against its fraud, gross negligence or wilful default for its own account and at its own expense),
 - (B) as a result of any act or failure to act by any person or persons to whom the Borrower Security Trustee has delegated any of its trusts, rights, powers, duties, authorities or discretions, or appointed as its agent (other than which may arise from its or its delegate's, officer's or employee's, fraud, negligence or wilful default), save that, for the avoidance of doubt, nothing in this Clause 29 5 (*Supplemental provisions regarding the Borrower Security Trustee*) shall restrict the Borrower Security Trustee from obtaining insurance against its own fraud, gross negligence or wilful default or the fraud, gross negligence or wilful default of its agents for its own account and at its own expense),
 - (C) in connection with the Punch Taverns B Second Priority Charged Property, and
 - (D) in connection with the enforcement of the security created by or pursuant to this Deed

The Borrower Security Trustee shall not be under any obligation to insure in respect of such liabilities and/or obligations, but to the extent that it does so, the Borrower shall quarterly and on written request pay all insurance premiums and expenses which the Borrower Security Trustee may properly incur in relation to such insurance. If the Borrower fails to reimburse the Borrower Security Trustee, the Borrower Security Trustee shall be entitled to be indemnified out of the Punch Taverns B Second Priority Charged Property in respect thereof in accordance with this Deed.

- 29.6 The Obligors and the Punch Taverns B Secured Parties agree and acknowledge that the rights of the Issuer as a Punch Taverns B Secured Party under this Deed have been charged (and assigned by way of security) to the Issuer Security Trustee acting on behalf of itself and as trustee for the Issuer Secured Creditors and that where the Borrower Security Trustee under this Deed is obliged or entitled to have regard to or otherwise consider the interests of the Issuer as a Punch Taverns B Secured Party, it shall be entitled to and shall have regard to and consider the interests of the Issuer Secured Creditors in the order and, with such priority, as is determined in accordance with the Issuer Deed of Charge.

30. INSTRUCTIONS TO THE BORROWER SECURITY TRUSTEE

- 30.1 Subject to the terms of this Deed, the Borrower Security Trustee shall (save as expressly otherwise provided in this Deed or any of the other Relevant Documents), in the exercise of any and all rights, powers, authorities and discretions vested in it by this Deed or any of the other Relevant Documents, or by operation of law, be entitled to rely on a direction from the Issuer Security Trustee and shall act upon such a direction subject to it being secured and/or indemnified and/or prefunded to its satisfaction.
- 30.2 The Issuer Security Trustee shall be entitled to rely on an instruction from the Note Trustee, who has been directed by the relevant class of Noteholders or Issuer Secured Creditors in accordance with the relevant provisions of the Trust Deed and the Issuer Deed of Charge.

31. REMUNERATION OF THE BORROWER SECURITY TRUSTEE

- 31.1 The Borrower (failing which the remaining Obligors) shall (subject as hereinafter provided) pay to the Borrower Security Trustee remuneration for its services as trustee as from the date of this Deed, such remuneration to be at such rate as may from time to time be agreed between the Borrower (on behalf of the Obligors) and the Borrower Security Trustee. Such remuneration shall be payable in advance in each year, the first such payment to be made on the date hereof.
- 31.2 In the event of a Borrower Event of Default or Potential Borrower Event of Default occurring or in the event of the Borrower Security Trustee finding it expedient or being required to undertake any duties outside the scope of the normal duties of the Borrower Security Trustee under this Deed, the rate of remuneration in force immediately prior thereto shall be increased by such amount as shall be agreed between the Borrower (on behalf of the Obligors) and the Borrower Security Trustee, such increased remuneration to be calculated from such date as shall be agreed as aforesaid. Such remuneration shall accrue from day to day and be payable up to and including the date when all the Punch Taverns B Secured Amounts have been paid.

- 31 3 In the event of the Borrower Security Trustee and the Borrower (on behalf of the Obligors) failing to agree in a case to which Clause 31 2 (*Remuneration of the Borrower Security Trustee*) above applies, upon whether such duties are outside the scope of the normal duties of the Borrower Security Trustee hereunder or upon the amount of such additional remuneration, such matters shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Borrower Security Trustee and approved by the Borrower or, failing such approval, nominated by the President for the time being of the Law Society of England and Wales, the expenses being involved in such nomination and the fees of such investment bank being payable by the Borrower, and the decision of any such investment bank shall be final and binding on the Borrower and the Borrower Security Trustee
- 31 4 In addition to remuneration hereunder, the Borrower (on behalf of the Obligors) shall on written request, pay all other costs, charges and expenses which the Borrower Security Trustee may incur in relation to the negotiation, preparation and execution of the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Deed, the Security and any of the Transaction Documents to which the Borrower Security Trustee is a party including but not limited to travelling expenses, legal expenses and any stamp, issue, registration, documentary and other similar taxes or duties paid or payable by the Borrower Security Trustee in connection with any action taken or contemplated by or on behalf of the Borrower Security Trustee for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Deed or any of the Transaction Documents
- 31 5 Without prejudice to the right of indemnity by law given to trustees, the Obligors shall indemnify on a joint and several basis the Borrower Security Trustee in respect of all proceedings (including claims and liabilities in respect of taxes other than taxes on its own overall net income, profits or gains and any amounts of VAT for which it is required to account), claims and demands and all costs, charges, expenses (including, without prejudice to the generality of the foregoing, legal expenses and travelling expenses), and liabilities to which it (or any person appointed by it to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by or pursuant to this Deed and any of the Transaction Documents to which the Borrower Security Trustee is a party) may be or become liable or which may be incurred by it (or any such person as aforesaid) in the execution or purported execution of any of its trusts, powers, authorities and discretions hereunder or its functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Deed and any of the Transaction Documents to which the Borrower Security Trustee is a party, or any such appointment and the Borrower Security Trustee shall be entitled to be indemnified out of the Punch Taverns B Second Priority Charged Property in respect thereof
- 31 6 All sums payable by the Obligors under this Clause 31 (*Remuneration of the Borrower Security Trustee*) shall be payable on demand and
- (A) in the case of payments actually made by the Borrower Security Trustee prior to the demand, shall carry interest at the rate per annum which is 1 per cent per annum higher than the base rate of Lloyds Bank plc for the time being from the date of the same being demanded to the date of actual payment (provided that

such demand shall be made on a Business Day, otherwise interest shall be payable from the first Business Day following the date of the demand to the date of actual payment), and

- (B) in all other cases, shall carry interest at such rate from the date 15 days after the date of the same being demanded or (where the demand specifies that payment by the Borrower Security Trustee will be made on an earlier date provided such earlier date is a Business Day) from such earlier date (not being earlier than the date of such demand) to the date of actual payment

Any amounts payable pursuant to Clauses 31 1 (*Remuneration of the Borrower Security Trustee*) and 31 2 (*Remuneration of the Borrower Security Trustee*) (inclusive) shall carry interest at the aforesaid rate from the due date thereof to the date of actual payment

- 31 7 Unless otherwise specifically stated in any discharge of this Deed, the provisions of Clauses 19 (*Expenses and indemnity*) and 31 (*Remuneration of the Borrower Security Trustee*) shall continue in full force and effect notwithstanding such discharge

32 APPOINTMENT OF NEW BORROWER SECURITY TRUSTEE AND REMOVAL OF BORROWER SECURITY TRUSTEE

- 32 1 The power of appointing a new Borrower Security Trustee or removing the Borrower Security Trustee shall be vested in the Obligors but such appointment must be approved by each of the Punch Taverns B Secured Parties (such approval not to be unreasonably withheld or delayed) A trust corporation may be appointed sole trustee hereof but subject thereto there shall be at least two trustees hereof Any appointment of a new Borrower Security Trustee and any retirement of an existing Borrower Security Trustee hereof shall as soon as practicable thereafter be notified by the Borrower to the Punch Taverns B Secured Parties
- 32 2 The Borrower Security Trustee shall be replaced by an Acceptable Replacement Trustee on receipt by the Borrower Security Trustee of a written notice from the Note Trustee confirming that the Note Trustee has been instructed by the holders of at least 25 per cent of the Principal Amount Outstanding of the Class A Notes then outstanding (or, if no Class A Notes are outstanding, the holders of at least 25 per cent of the Principal Amount Outstanding of the then most senior Class of Notes outstanding) that the Borrower Security Trustee be replaced by an Acceptable Replacement Trustee
- 32 3 If the Borrower Security Trustee receives, under Clause 32 2 (*Appointment of New Borrower Security Trustee and removal of Borrower Security Trustee*) above, conflicting directions from the Note Trustee and one such direction has the support of more than 50 per cent of the Principal Amount Outstanding of the Class A Notes then outstanding (or, if no Class A Notes are outstanding, the support of more than 50 per cent of the Principal Amount Outstanding of the most senior class of Notes then outstanding) (each a "**Majority Direction**"), that Majority Direction shall prevail The Borrower Security Trustee shall not be replaced if it receives conflicting directions and none of those directions is a Majority Direction

32 4 Notwithstanding the provisions of Clause 32 1 (*Appointment of New Borrower Security Trustee and removal of Borrower Security Trustee*), the Borrower Security Trustee may (as attorney for Obligors) upon giving prior notice to the Obligors but without the consent of the Obligors or the Punch Taverns B Secured Parties appoint any person established or resident in any jurisdiction (whether a trust corporation or not) to act either as a separate trustee or as a co-trustee jointly with the Borrower Security Trustee

- (A) if the Borrower Security Trustee considers such appointment to be in the interests of the Punch Taverns B Secured Parties (or any of them), or
- (B) for the purposes of conforming to any legal requirement, restrictions or conditions in any jurisdiction in which any particular act or acts are to be performed or any Punch Taverns B Second Priority Charged Property is or is to be located, or
- (C) for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of this Deed or any of the Transaction Documents to which the Borrower Security Trustee is a party or obligations arising pursuant thereto or any of the security constituted by or pursuant to this Deed

Each Obligor hereby irrevocably appoints the Borrower Security Trustee to be its attorney in its name and on its behalf to execute any such instrument of appointment. Such a person shall (subject always to the provisions of this Deed or any of the Transaction Documents to which the Borrower Security Trustee is a party) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Borrower Security Trustee by this Deed or any of the Transaction Documents to which the Borrower Security Trustee is a party) and such duties and obligations as shall be conferred or imposed on it by the instrument of appointment. The Borrower Security Trustee shall have power in like manner to remove any such person. Such proper remuneration as the Borrower Security Trustee may pay to any such person, together with any attributable costs, charges and expenses incurred by it in performing its function as such separate trustee or co-trustee, shall for the purposes of this Deed be treated as costs, charges and expenses incurred by the Borrower Security Trustee.

32 5 Whenever there shall be more than two trustees hereof, the majority of such trustees shall (provided such majority includes a trust corporation) be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Deed and any of the Transaction Documents in the Borrower Security Trustee generally.

32 6 For the avoidance of doubt, any replacement trustee must be an Acceptable Replacement Trustee.

33 RETIREMENT OF BORROWER SECURITY TRUSTEE

Any trustee for the time being of this Deed may retire at any time upon giving not less than three months' prior notice in writing to the Obligors without assigning any reason therefor and without being responsible for any costs resulting from such retirement. The retirement or removal of any trustee shall not become effective unless there remains at least one trustee hereof being a trust corporation in office upon such retirement or

removal Each of the Obligors covenants that, in the event of a trustee (being a sole trustee or the only trust corporation) giving notice under this Clause it shall use all reasonable endeavours to procure a new trustee of this Deed (being a trust corporation of international repute) to be appointed as soon as reasonably practicable thereafter

34. NOTICES AND DEMANDS

Service

- 34 1 Any notice, communication or demand made under or in connection with this Deed shall be in writing and shall be delivered personally, or by post or fax to the addresses given in Clause 34 2 (*Notices*), or at such other address as the recipient may have notified to the other party in writing

Notices

- 34 2 Any notice, communication or demand

- (A) for each Obligor and the Issuer should be sent to

Jubilee House
Second Avenue
Burton-upon-Trent
Staffordshire DE14 2WF

For the attention of Company Secretary

Telephone 01283 501600
Facsimile 01283 501800

- (B) for the Borrower Security Trustee, should be sent to

Winchester House
1 Great Winchester Street
London EC2N 2DB

For the attention of SS – Structured Finance

Facsimile 02075475919

35. DEEMED RECEIPT

Proof of posting or despatch of any notice, communication or demand on any Obligor shall be deemed to be proof of receipt

- (A) in the case of a notice, communication or demand sent by post, on the third Business Day after posting,
- (B) in the case of a notice, communication or demand delivered by hand, on the day of delivery, and

- (C) in the case of a facsimile, on the Business Day of despatch

36. FURTHER PROVISIONS

Evidence of Indebtedness

- 36 1 In any action, proceedings or claim relating to this Deed or the charges contained in this Deed, a statement as to any amount due to any Punch Taverns B Secured Party or of the Punch Taverns B Secured Amounts or any part thereof or a statement of any amounts which have been notified to the Borrower Security Trustee as being amounts due to any Punch Taverns B Secured Party which is certified as being correct by an officer of the Borrower Security Trustee, the Financial Adviser or an officer of the relevant Punch Taverns B Secured Party shall, save in the case of manifest error, be conclusive evidence that such amount is in fact due and payable

Rights cumulative, waivers

- 36 2 The respective rights of the Borrower Security Trustee, the Punch Taverns B Secured Parties and any Receiver are cumulative, and may be exercised as often as they consider appropriate and are in addition to their respective rights under the general law. The respective rights of the Borrower Security Trustee, the Punch Taverns B Secured Parties and any Receiver in relation to this Deed (whether arising under this Deed or under the general law) shall not be capable of being waived, suspended, prejudiced or varied otherwise than by express waiver or variation in writing, and, in particular, any failure to exercise or any delay in exercising any such rights shall not operate as a variation or waiver of that or any other such right, any defective or partial exercise of such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or any variation of any such right

Joint and several liability

- 36 3 For the avoidance of doubt, the covenants, agreements, representations, obligations and liabilities of the Obligors contained in or implied in this Deed are joint and several and shall be construed accordingly. All the liabilities and obligations of the Obligors under this Deed shall be joint and several provided that the liabilities and obligations of any Obligor under or by virtue of this Deed shall not be impaired by
- (A) any failure of this Deed to be legal, valid, binding and enforceable as regards any such Obligor whether as a result of a lack of corporate powers or of directors' authority, defective execution or for any other reason whatsoever,
 - (B) any giving of time, forbearance, indulgence or waiver as regards any such Obligor,
 - (C) a discharge or release of any such Obligor, or
 - (D) any other matter or event whatsoever whether similar to the foregoing or not which might have the effect of impairing all or any of its liabilities or obligations

except proper and valid payment or discharge of all Punch Taverns B Secured Amounts and amounts whatsoever which this Deed provides are to be paid by the relevant Obligor or an absolute discharge or release of each such Obligor signed by the Punch Taverns B Secured Parties and the Borrower Security Trustee

Severability

- 36 4 Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each Obligor hereby waives any provision of law but only to the extent permitted by law which renders any provision of this Deed prohibited or unenforceable in any respect

Variation

- 36 5 No variation of any provision(s) of this Deed shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties hereto save that the parties hereto agree and acknowledge that the provisions of clause 9 (*Conflict*) of the Issuer Deed of Charge shall apply to any such variation

Assignment

- 36 6 Save as provided herein, none of the rights or obligations of the parties hereto may be assigned or transferred to any other person without the prior written consent of the Borrower Security Trustee. The parties hereto acknowledge and agree that the Issuer may assign its rights hereunder pursuant to the Issuer Deed of Charge and that the Borrower Security Trustee may assign its rights hereunder to any successor trustee or trustees under this Deed. In connection with any such assignment and/or transfer, the parties agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable to give the full effect to any such assignment and/or transfer

Further Assurance

- 36 7 The parties hereto agree and acknowledge that, in connection with an issue of New Notes and/or the borrowing of a New Term Advance, the Borrower has the right to sell further interest rate floors and to procure that the Issuer purchases further interest rate caps for the purpose of hedging interest rate risk associated with such New Notes and/or such New Term Facility

Amendments on grant of New Term Facility

- 36 8 The parties agree that all amendments certified by the Borrower and the Issuer in a certificate signed by two directors of each relevant company and provided to the Borrower Security Trustee and the Issuer Security Trustee as being

- (i) strictly necessary and required as a result of the grant of any New Term Facility (and any issue of any corresponding New Notes), and
- (ii) not materially prejudicial to the interests of each of the Liquidity Facility Provider, Class A Noteholders, Class B3 Noteholders, Swap Provider or the Issuer,

shall be made without the need for (1) the exercise of discretion on the part of the Borrower Security Trustee or (2) the consent of any other party. The Borrower Security Trustee is hereby authorised by each of the Punch Taverns B Secured Parties party hereto to execute and deliver on its behalf all documentation required to implement any such amendment and such execution and delivery by the Security Trustee shall bind each such Punch Taverns B Secured Party as if such documentation had been duly executed by it (without the need for any further formality or for any other party to execute such documentation). The directors of the Borrower and the Issuer shall incur no personal liability whatsoever (whether in contract, tort or otherwise) as a result of or in relation to the aforementioned certification.

37. CHOICE OF LAW

37.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with English law, provided always that the Punch Taverns B Second Priority Standard Securities and any terms of this Deed which are particular to the laws of Scotland shall be governed by and construed in accordance with Scots law.

37.2 Submission to Jurisdiction

For the benefit of the Borrower Security Trustee

- (A) all the Parties agree that the courts of England are, subject to paragraph (B) below, to have exclusive jurisdiction to settle any disputes which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed (including, without limitation, claims for set-off or counterclaim) or otherwise arising in connection with the jurisdiction of the English courts,
- (B) the agreement contained in paragraph (A) above is included for the benefit of the Borrower Security Trustee. Accordingly, notwithstanding the exclusive agreement in paragraph (A) above, the Borrower Security Trustee shall retain the right to bring proceedings in any other court which has jurisdiction by virtue of the Convention on Jurisdiction and the Enforcement of Judgments signed on 27 September 1968 (as from time to time amended and extended), and
- (C) the Issuer shall at all times maintain an agent for service of process and any documents in proceedings in England or any proceedings in connection with this Deed, such agent shall be Punch Partnerships Taverns (PML) Limited, Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire DE14 2WF and any writ judgement or other notice of legal process shall be sufficiently

served on the Issuer if delivered to such agent at its address for the time being. The Issuer undertakes not to revoke the authority of the above agent and if, for any reason, any other party to this Deed of the Borrower Security Trustee requests the Issuer to do so, it shall promptly appoint another such agent with any address in England and advise each other party to this Deed and the Borrower Security Trustee thereof. If following such a request the Issuer fails to appoint another agent, the other party to this Deed and/or the Borrower Security Trustee shall be entitled to appoint one of his behalf.

38. EXCLUSION OF THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which is available or exists as part of that Act.

DULY EXECUTED AND DELIVERED AS A DEED by each of the Parties hereto or on its behalf on the date appearing on page 1

EXECUTED as a DEED

by 36 Bashforth
as duly authorised attorney

for and on behalf of

PUNCH PARTNERSHIPS (PML) LIMITED

in the presence of

)
)
)
)
)
)
)

(Signature of attorney)

Signature of witness

(Signature of witness)

Name of witness

JOSHUA BAVERNFREWS
(Name of witness)

Occupation

TRAWEE SQUATOR

Address

[Redacted Address]

EXECUTED as a DEED

by **Ed Bashforth**
 as duly authorised attorney
 for and on behalf of
PUNCH TAVERNS (SPML) LIMITED
 in the presence of

Signature of witness

Name of witness

Occupation

Address

EXECUTED as a DEED

by **Ed Bashforth**
 as duly authorised attorney
 for and on behalf of
PUNCH TAVERNS (CPM) LIMITED
 in the presence of

Signature of witness

Name of witness

Occupation:

Address:

)
)
)
)
)
)

(Signature of attorney)

(Signature of witness)

JOSHUA BAEVERFRAUD
 (Name of witness)

TRAINEE SOLICITOR

)
)
)
)
)
)

(Signature of attorney)

(Signature of witness)

JOSHUA BAEVERFRAUD
 (Name of witness)

TRAINEE SOLICITOR

EXECUTED as a DEED

by **ELCSH1070**
 as duly authorised attorney
 for and on behalf of
PUNCH TAVERNS (SPM) LIMITED
 in the presence of

Signature of witness

Name of witness:

Occupation

Address

EXECUTED as a DEED

by **ELCSH1070**
 as duly authorised attorney
 for and on behalf of
PUNCH TAVERNS (DPM) LIMITED
 in the presence of.

Signature of witness

Name of witness

Occupation

Address

) 
)
) (Signature of attorney)
)

) 
)
) (Signature of witness)
)

JOSHUA BAUBERFREUND
 (Name of witness)

TRAINEE SOLICITOR

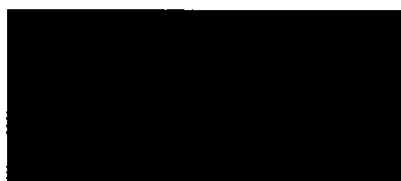


) 
)
) (Signature of attorney)
)

) 
)
) (Signature of witness)
)

JOSHUA BAUBERFREUND
 (Name of witness)

TRAINEE SOLICITOR



EXECUTED as a DEED
 by *Joshua Bauernfreund*
 as duly authorised attorney
 for and on behalf of
MERCURY TAVERNS (HOLDINGS) LIMITED
 in the presence of.

(Signature of attorney)

Signature of witness.

(Signature of witness)

Name of witness

JOSHUA BAUERNFREUND
 (Name of witness)

Occupation

TRAINEE SOLICITOR

Address

EXECUTED as a DEED
 by *Joshua Bauernfreund*
 as duly authorised attorney
 for and on behalf of
MERCURY TAVERNS LIMITED
 in the presence of:

(Signature of attorney)

Signature of witness.

(Signature of witness)

Name of witness

JOSHUA BAUERNFREUND
 (Name of witness)

Occupation

TRAINEE SOLICITOR

Address

EXECUTED as a DEED
 by **Ed Eschforth**
 as duly authorised attorney
 for and on behalf of
PUNCH TAVERNS (CENTRUM) LIMITED
 in the presence of

Signature of witness

Name of witness.

Occupation

Address.

EXECUTED as a DEED
 by **Ed Eschforth**
 as duly authorised attorney
 for and on behalf of
INNSPIRED GROUP LIMITED
 in the presence of

Signature of witness

Name of witness

Occupation

Address

(Signature of attorney)

(Signature of witness)

JOSHUA BAERNFRIEND
 (Name of witness)

TRAINEE SOLICITOR

(Signature of attorney)

(Signature of witness)

JOSHUA BAERNFRIEND
 (Name of witness)

TRAINEE SOLICITOR

EXECUTED as a DEED
 by **J. BASHFORD**
 as duly authorised attorney
 for and on behalf of **INNSPIRED TAVERNS**
LIMITED
 In the presence of

Signature of witness:

Name of witness

Occupation:

Address

(Signature of attorney)

(Signature of witness)

JOSHUA BAVERN FREUND
 (Name of witness)

TRAINEE SOLICITOR

EXECUTED as a DEED
 by **J. BASHFORD**
 as duly authorised attorney
 for and on behalf of **INNSPIRED PUBS**
LIMITED
 in the presence of

Signature of witness.

Name of witness

Occupation.

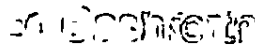
Address

(Signature of attorney)

(Signature of witness)

JOSHUA BAVERN FREUND
 (Name of witness)

TRAINEE SOLICITOR

EXECUTED as a DEED
 by 
 as duly authorised attorney
 for and on behalf of
PUNCH TAVERNS FINANCE B LIMITED
 in the presence of.

(Signature of attorney)

Signature of witness.

(Signature of witness)

Name of witness

JOSHUA BAUERNFELD
 (Name of witness)

Occupation

TRAINEE SOLICITOR

Address

THE COMMON SEAL of
DEUTSCHE TRUSTEE COMPANY LIMITED
 was affixed to this DEED in the presence of

Associate Director

Associate Director.

EXECUTED as a DEED
 by
 as duly authorised attorney
 for and on behalf of
BARCLAYS BANK PLC
 in the presence of.

(Signature of attorney)

Signature of witness:

(Signature of witness)

Name of witness.

(Name of witness)

Occupation

Address:

EXECUTED as a DEED

by

as duly authorised attorney

for and on behalf of

PUNCH TAVERNS FINANCE B LIMITED

in the presence of

)

)

)

)

)

)

(Signature of attorney)

Signature of witness

(Signature of witness)

Name of witness

(Name of witness)

Occupation

Address

THE COMMON SEAL of

DEUTSCHE TRUSTEE COMPANY LIMITED

was affixed to this **DEED** in the presence of

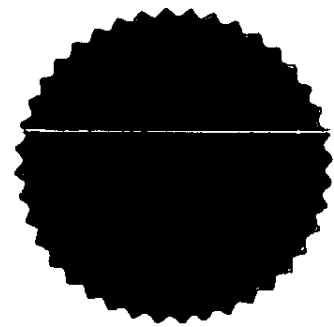
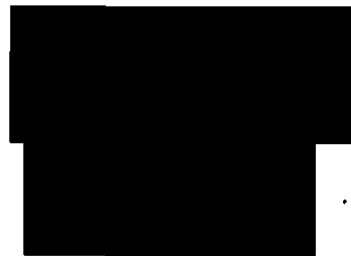
)

)

)

Associate Director

Associate Director



EXECUTED as a DEED

by

as duly authorised attorney

for and on behalf of

BARCLAYS BANK PLC

in the presence of

)

)

)

)

)

)

(Signature of attorney)

Signature of witness

(Signature of witness)

Name of witness

(Name of witness)

Occupation

Address

EXECUTED as a DEED)

by)

as duly authorised attorney)

for and on behalf of)

PUNCH TAVERNS FINANCE B LIMITED)

in the presence of)

(Signature of attorney)

Signature of witness:

(Signature of witness)

Name of witness:

(Name of witness)

Occupation

Address

THE COMMON SEAL of)

DEUTSCHE TRUSTEE COMPANY LIMITED)

was affixed to this DEED in the presence of)

Associate Director

Associate Director

EXECUTED as a DEED)

by MATTHEW PORTER)

as duly authorised attorney)

for and on behalf of)

BARCLAYS BANK PLC)

in the presence of)

Signature of witness:

(Signature of witness)

Name of witness

CHARLIE WOOLDRIDGE
(Name of witness)

Occupation:

BANK OFFICIAL

Address:

Schedule 1
The Estate

Part 1
Freehold and leasehold property of the Obligors in England and Wales

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
373188	ABBEY, SHEFFIELD	944 CHESTERFIELD ROAD	SHEFFIELD	S8 0SH	SYK428293	Freehold
202371	ADMIRAL DUNCAN SHROPSHIRE	NEWTOWN	SHREWSBURY	SY4 2AY	SL117686	Freehold
300042	AIRPORT TAVERN BRISTOL	BRIDGWATER ROAD	BRISTOL	BS40 9XA	AV215983	Freehold
201494	ALBION INN, HEMINGFIELD	THE GREEN	BARNSELEY	S73 0PT	SYK311770	Freehold
202377	ALBION INN MIDDLETON	25 WOOD STREET	MANCHESTER	M24 4DH	GM253056	Leasehold
202374	ALBION BROSELEY	HIGH STREET	BROSELEY	TF12 5EY	SL124624	Freehold
202375	ALBION CHESTER	4 ALBION STREET	CHESTER	CH1 1RQ	CH74531	Freehold
200178	ALBION GORLESTON ON SEA	87 LOWESTOFT ROAD	GREAT YARMOUTH	NR31 6SH	NK74956	Freehold
201496	ALEXANDRA VAULTS, SALT BURN	BACK AMBER STREET	SALT BURN-BY-THE-SEA	TS12 1DS	CE150355	Freehold
300186	ALEXANDRA FARNBOROUGH	74 VICTORIA ROAD	FARNBOROUGH	GU14 7PH	HP448166	Freehold
202380	ALLIANCE MIDDLETON	1049 ROCHDALE ROAD	MANCHESTER	M9 8AJ	GM223989	Leasehold
201497	ALMA, MOSBOROUGH	76 SOUTH STREET	SHEFFIELD	S20 5DF	SYK297670	Freehold
201500	ANCHOR INN HADFIELD	HADFIELD ROAD	GLOSSOP	SK13 1NR	DY231391	Freehold
201273	ANCHOR INN KEMPSEY	69 MAIN ROAD	WORCESTER	WR5 3NB	HW148924	Freehold
201498	ANCHOR INN, WOOLER	2 CHEVIOT STREET	WOOLER	NE71 6LN	ND112325	Freehold
201265	ANCHOR, ALLERTON BY WATER CAST	VICTORIA STREET	CASTLEFORD	WF10 2DF	WYK561352	Freehold
300169	ANCHOR BURTON BRADSTOCK	BURTON BRADSTOCK	BRIDPORT	DT6 4QF	DT200235	Freehold
200546	ANCHOR CANEWDON	HIGH STREET	ROCHFORD	SS4 3QA	EX462609	Freehold
202382	ANCHOR FRANKWELL	137 FRANKWELL	SHREWSBURY	SY3 8JX	SL129512	Freehold
202384	ANCHOR HARLESCOTT	GLOUCESTER ROAD	SHREWSBURY	SY1 3PR	SL123349	Freehold
200355	ANCHOR, STRATFORD ST MARY	UPPER STREET	COLCHESTER	CO7 6LW	SK116661	Freehold
300187	ANCHOR, YATELEY CAMBERLEY	VIGO LANE	YATELEY	GU46 6EP	HP446126	Freehold

Outlet ID	Outlet Name	Address Line 1	Address City	Post Code	Title Number	Tenure
200314	ANCIENT SHEPHERDS, FEN DITTON	5 HIGH STREET	CAMBRIDGE	CB5 8ST	CB145882	Freehold
202389	ANGEL INN, LEES	2 NICHOLSON STREET	OLDHAM	OL4 3BW	GM823360	Leasehold
200090	ANGEL INN, SCARBOROUGH	44-46 NORTH STREET	SCARBOROUGH	YO11 1DF	NYK140303	Freehold
200090	ANGEL INN, SCARBOROUGH	44-46 NORTH STREET	SCARBOROUGH	YO11 1DF	NYK84398	Freehold
201501	ANGEL, BOLTON-ON-DEARNE	ANGEL STREET	ROTHERHAM	S63 8NA	SYK280623	Freehold
200914	ANGEL, KELVEDON	ST MARYS SQUARE	COLCHESTER	CO5 9AN	EX522938	Freehold
202387	ANGEL, NEWTOWN	4 HIGH STREET	NEWTOWN	SY16 2NX	WA978804	Freehold
201188	ANGEL, WARE	STAR STREET	WARE	SG12 7AQ	HD328376	Freehold
201155	ANGLESEY ARMS, HALNAKER	HALNAKER	CHICHESTER	PO18 0NQ	WSX192447	Leasehold
201502	APOLLO, BARLBOROUGH	HIGH STREET	CHESTERFIELD	S43 4EY	DY205749	Freehold
201423	ARBOR LIGHTS, WALSALL	127-128 LICHFIELD STREET	WALSALL	WS1 1SY	WM619266	Leasehold
200821	ARKLE, MORLEY	SPRINGFIELD AVENUE	LEEDS	LS27 8PP	WYK407281	Freehold
201503	ASH INN, WOMB WELL	105 WOMB WELL LANE	BARNLEY	S73 8EP	SYK328481	Freehold
201504	ASH TREE, SPENNYMOOR	PARKDALE	SPENNYMOOR	DL16 6XU	DU62135	Freehold
201507	AVENUE, DURHAM	AVENUE STREET	DURHAM	DH1 2PT	DU256787	Freehold
202397	BACHE ARMS, NR BRIDGNORTH	HIGH STREET	BRIDGNORTH	WV16 6JU	SL122606	Freehold
300234	BADGER, WATFORD	120 THE GOSSAMERS	WATFORD	WD25 9AD	HD27171	Freehold
202399	BAKERS ARMS, ALTON	HIGH STREET	ALTON	GU34 1BN	HP533516	Freehold
202401	BALFOUR ARMS, SIDMOUTH	26 WOOLBROOK ROAD	SIDMOUTH	EX10 9UZ	DN416922	Freehold

Slaughter and May

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202402	BALL, DITTON	173 LIVERPOOL ROAD	WIDNES	WA8 7EZ	CH447007	Freehold
120859	BALMORAL HOTEL, SILLOTH	CRIFFEL STREET	WIGTON	CA7 4AB	CU46194	Freehold
370259	BARLEY MOW, BASINGSSTOKE	OAKLEY LANE	BASINGSSTOKE	RG23 7JZ	HP474821	Freehold
201512	BARLEY MOW, CHESTERFIELD	52 SALTERGATE	CHESTERFIELD	S40 1JR	DY100083	Freehold
201290	BARLEY MOW, PENN COMMON WOL	PENN COMMON	WOLVERHAMPTON	WV4 5JN	SF349291	Freehold
300188	BARLEY MOW, WINCHFIELD	THE HURST	HOOK	RG27 8DE	HP448280	Freehold
201393	BARRAJACKS, WHITEHAVEN	23 JAMES STREET	WHITEHAVEN	CA28 7HZ	CU100945	Freehold
201394	BARROW ARMS, BARROW IN FURNESS	26 CAVENDISH STREET	BARROW-IN-FURNESS	LA14 1SB	CU100118	Freehold
201514	BAY HORSE INN, HATFIELD	HIGH STREET	DONCASTER	DN7 6RS	SYK137962	Freehold
200092	BAY HORSE INN, PICKERING	8 MARKET PLACE	PICKERING	YO18 7AA	NYK140347	Freehold
200074	BAY HORSE INN, YORK	STAMFORD BRIDGE	NORTH YORKSHIRE	YO41 1AB	HS227227	Freehold
202407	BAY HORSE, HEATH CHARNOCK	BABYLON LANE	CHORLEY	PR6 9ER	LA853990	Freehold
123342	BAY HORSE, NORTH SOMERCOATES	KEELING STREET	LOUTH	LN11 7QN	LL193388	Freehold
201220	BEAR & PHEASANT STAFFORD	15-16 FRIARS TERRACE	STAFFORD	ST17 4AU	SF44396	Freehold
202409	BEAR & RAGGED STAFF, TATTENH	HIGH STREET	CHESTER	CH3 9PX	CH443836	Freehold
300043	BEAR HOTEL, BRISTOL	261 HOTWELL ROAD	BRISTOL	BS8 4SF	AV215985	Freehold
201816	BEAR INN, BISLEY STROUD	GREYSTONES	BISLEY	GL6 7BD	GR182603	Freehold
202410	BEARS PAW, HIGH LEGH	WARRINGTON ROAD	KNUTSFORD	WA16 DRT	CH457254	Freehold
202411	BEAUMONT ARMS, LADYBRIDGE EAST	ARMADALE ROAD	BOLTON	BL3 4XB	GM128233	Leasehold
200995	BEAUMONT ARMS, NETHERTON	396 MELTHAM ROAD	HUDDERSFIELD	HD4 7EL	YK29954	Freehold
371829	BEDES LEA, SOUTHAMPTON	ROWNHAMS LANE	SOUTHAMPTON	SO52 9LX	HP660871	Freehold
371829	BEDES LEA, SOUTHAMPTON	ROWNHAMS LANE	SOUTHAMPTON	SO52 9LX	HP54668	Freehold
201766	BEE HIVE, PENRITH	EAMONT BRIDGE	PENRITH	CA10 2BX	CU121246	Freehold
202412	BEECH TREE, BARNTON	174 RUNCORN ROAD	NORTHWICH	CW8 4HS	CH440898	Freehold

Slaughter and May
Slaughter and May

①

③

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300345	BEEHIVE, SOUTH SHIELDS	MILE END ROAD	SOUTH SHIELDS	NE33 1TF	TY375027	Leasehold
119907	BEESWING INN NORTHALLERTON	EAST COWTON	NORTHALLERTON	DL7 0BD	NYK131489	Freehold
906076	BELL HOTEL MILDENHALL	25 HIGH STREET	BURY ST EDMUNDS	IP28 7EA	SK228758	Freehold
202419	BELL INN, HELSTON	33-35 MENEAGE STREET	HELSTON	TR13 8AA	CL150795	Freehold
200182	BELL, CAWSTON	HIGH STREET	CAWSTON	NR10 4AE	NK100826	Freehold
200892	BELL, DANBURY	128 MAIN ROAD	CHELMSFORD	CM3 4DT	EX522940	Freehold
200381	BELL KESGRAVE NR IPSWICH	129 MAIN ROAD	IPSWICH	IP5 1AA	SK130757	Freehold
300071	BELL, OLD SODBURY	BADMINTON ROAD	BRISTOL	BS37 6LL	AV216631	Freehold
200523	BELL SAWTRY	GREEN END ROAD	HUNTINGDON	PE28 5UY	CB161361	Freehold
201774	BELL, SHEPHERDSWELL	CHURCH HILL	DOVER	CT15 7LG	K88625	Freehold
201775	BELL, ST NICHOLAS AT WADE	THE STREET	BIRCHINGTON	CT7 0NT	K342742	Freehold
200358	BELL, THORPE LE SOKEN CLACTON	HIGH STREET	CLACTON-ON-SEA	CO16 0DY	EX487208	Freehold
201125	BEN JONSON, BICESTER	WESTON ON THE GREEN	BICESTER	OX25 3RA	ON171997	Freehold
300418	BERKELEY ARMS DURSLEY	19 HIGH STREET	DURSLEY	GL11 5LA	GR240885	Freehold
202426	BIRCH TREE INN AMBLECOTE	VICARAGE ROAD	BRIERLEY HILL	DY5 2PS	WM444643	Freehold
202427	BIRLEY ARMS, WARTON	BRYNING LANE	PRESTON	PR4 1TN	LA849596	Freehold
202427	BIRLEY ARMS WARTON	BRYNING LANE	PRESTON	PR4 1TN	LAN42089	Freehold
202428	BISHOPS BLAIZE INN, ROMSEY	4 WINCHESTER ROAD	ROMSEY	SO51 8AA	HP516618	Freehold
202428	BISHOPS BLAIZE INN ROMSEY	4 WINCHESTER ROAD	ROMSEY	SO51 8AA	HP648801	Freehold
300346	BISLEY BLAYDON	19 SHIBDON ROAD	BLAYDON-ON-TYNE	NE21 5AF	TY374165	Freehold
300280	BITTERN, SOUTHAMPTON	26-28 THORNHILL PARK ROAD	SOUTHAMPTON	SO18 5TQ	HP367447	Freehold
300415	BLACK BULL INN, CASTLEFORD	36 LUMLEY STREET	CASTLEFORD	WF10 5LH	WYK498497	Freehold
200891	BLACK BULL CHELMSFORD	244 RAINSFORD ROAD	CHELMSFORD	CM1 2PN	EX522942	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201525	BLACK BULL CORNHILL UPON TWEE	ETAL	CORNHILL-ON-TWEED	TD12 4TL	ND166757	Leasehold
201525	BLACK BULL, CORNHILL UPON TWEE	ETAL	CORNHILL-ON-TWEED	TD12 4TL	ND166805	Leasehold
200091	BLACK BULL DRIFFIELD	48 SANDS LANE	DRIFFIELD	YO25 8PG	HS117709	Freehold
201524	BLACK BULL, KETTLESING HEAD	SKIPTON ROAD	HARROGATE	HG3 2LP	NYK156693	Freehold
127335	BLACK BULL KIRKY STEPHEN	38 MARKET STREET	KIRKBY STEPHEN	CA17 4QW	CU196511	Freehold
300251	BLACK BULL, OXFORD	2 BANBURY ROAD	KIDLINGTON	OX5 2BT	ON198634	Freehold
201527	BLACK BULL WOLSINGHAM	27 MARKET PLACE	BISHOP AUCKLAND	DL13 3AB	DU230109	Freehold
201817	BLACK DOG NEWENT	CHURCH STREET	NEWENT	GL18 1AA	GR182607	Freehold
200075	BLACK DOG, SELBY	SELBY ROAD	SELBY	YO8 8HX	NYK37774	Freehold
201206	BLACK HORSE INN CHESTERTON	SUTTON STREET	NEWCASTLE	ST5 7JH	SF344401	Freehold
370627	BLACK HORSE INN RUGBY	43 THE GREEN	RUGBY	CV22 7LZ	WK390954	Freehold
200006	BLACK HORSE INN SWAINBY N	23 HIGH STREET	NORTHALLERTON	DL6 3ED	NYK140338	Freehold
202437	BLACK HORSE, BRAUNTON	34 CHURCH STREET	BRAUNTON	EX33 2EL	DN368419	Freehold
300125	BLACK HORSE CHERHILL	MAIN ROAD	CALNE	SN11 8UT	WT113260	Freehold
202439	BLACK HORSE, CRONTON	427 CRONTON ROAD	WIDNES	WA8 5QG	MS421968	Freehold
201778	BLACK HORSE DENSOLE	366 CANTERBURY ROAD	FOLKESTONE	CT18 7BG	K764032	Freehold
300347	BLACK HORSE, GATESHEAD	166 KELL'S LANE	GATESHEAD	NE9 5HY	TY374167	Freehold
200151	BLACK HORSE THORNTON	2 WEST LANE	BRADFORD	BD13 3HX	WYK420940	Freehold
200025	BLACK LION HOTEL RICHMOND	12 FINKLE STREET	RICHMOND	DL10 4QB	NYK97513	Freehold
200025	BLACK LION HOTEL RICHMOND	12 FINKLE STREET	RICHMOND	DL10 4QB	NYK386018	Freehold

Outlet ID	Outlet Name	Address Line 1	Address City	Post Code	Title Number	Tenure
200096	BLACK SWAN HOTEL, WHITBY	69 BAXTERGATE	WHITBY	YO21 1BL	NYK97512	Freehold
202824	BLACK SWAN, HELSTON	GWEEK	HELSTON	TR12 6TU	CL154653	Freehold
202445	BLACK SWAN, HENLEY IN ARDEN	23 HIGH STREET	HENLEY-IN-ARDEN	B95 5AA	WK383139	Freehold
202444	BLACK SWAN, HORNCastle	SOUTH STREET	HORNCastle	LN9 6EF	LL194813	Freehold
200095	BLACK SWAN, KIRBYMOORSIDE	11 MARKET PLACE	YORK	YO82 6AA	NYK140348	Freehold
200976	BLACK SWAN, NAZEING	COMMON ROAD	WALTHAM ABBEY	EN9 2DF	EX522846	Freehold
201295	BLACK SWAN, WISTOW	CHURCH HILL	SELBY	YO8 3UU	NYK159938	Freehold
201296	BLACKSMITHS ARMS, SWINTON MA	MALTON ROAD	MALTON	YO17 6SQ	NYK159948	Freehold
200573	BLAZING RAG, BUXTON	103 LONDON ROAD	BUXTON	SK17 9NT	DY284369	Freehold
201245	BLUE ANCHOR, BRIXHAM	83 FORE STREET	BRIXHAM	TQ5 8AH	DN111971	Freehold
200187	BLUE ANCHOR, LOWESTOFT	133A HIGH STREET	LOWESTOFT	NR32 1HP	SK31287	Freehold
202448	BLUE BALL INN, SIDMOUTH	STEVENS CROSS	SIDMOUTH	EX10 9QL	DN416951	Freehold
202448	BLUE BALL INN, SIDMOUTH	STEVENS CROSS	SIDMOUTH	EX10 9QL	DN524423	Freehold
202448	BLUE BALL INN, SIDMOUTH	STEVENS CROSS	SIDMOUTH	EX10 9QL	DN544413	Freehold
201540	BLUE BELL, BARNARD CASTLE	2 BRIDGEGATE	BARNARD CASTLE	DL12 8QF	DU230449	Freehold
300326	BLUE BELL, BURTON	17 MAIN STREET	SWADLINCOTE	DE11 8AD	LT325213	Freehold
200816	BLUE BELL, CORBRIDGE	HILL STREET	CORBRIDGE	NE45 5AA	ND71859	Freehold
373064	BLUE BELL, STOCKTON ON TEES	663 YARM ROAD	STOCKTON ON TEES	TS16 0JF	CE173073	Freehold
300348	BLUE BELL, WORKINGTON	18 KING STREET	WORKINGTON	CA14 4DJ	CU164729	Freehold
201542	BLUE BELL, YORK	53 FOSSGATE	YORK	YO1 9TF	NYK113658	Freehold
201233	BLUE BOAR, LUDLOW	52 MILL STREET	LUDLOW	SY8 1BB	SL80043	Freehold
371831	BLUE BOAR, OXFORD	ABINGDON	OXFORD	OX14 3QH	ON64998	Freehold
202583	BLUE ELEPHANT, SHAW GREEN	SOUTHPORT ROAD	CHORLEY	PR7 6HT	LA202509	Freehold

Slaughter and May

852118

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202453	BLUNDELL ARMS HOTEL WIDNES	HALE ROAD	WIDNES	WA8 8SX	CH443820	Leasehold
371756	BOARD & ELBOW, PENRITH	11 CORNMARKE	PENRITH	CA11 7HS	CU192080	Freehold
200864	BOARS HEAD INN, CLAYTON HEIGHT	HIGHGATE ROAD	BRADFORD	BD13 1ES	WYK561355	Freehold
202458	BOARS HEAD, CREWE	LONDON ROAD	NANTWICH	CW5 7LA	CH445019	Freehold
202454	BOARS HEAD NR SKIPTON	9 MAIN STREET	SKIPTON	BD23 4ND	NYK40714	Freehold
202456	BOARS HEAD POYNTON	2 SHRIGLEY ROAD NORTH	STOCKPORT	SK12 1TE	CH442133	Freehold
202457	BOARS HEAD SUTTON	675 ELTON HEAD ROAD	ST HELENS	WA9 5BT	MS422992	Freehold
202459	BOAT INN NEWBOLD ON AVON	MAIN STREET	NR RUGBY	CV21 1HW	WK383772	Freehold
123165	BOATHOUSE, SALTAIRE	VICTORIA ROAD	SHIPLEY	BD18 3LA	WYK252862	Freehold
300349	BOLDON LAD JARROW	HEDWORTH LANE	JARROW	NE32 4LQ	TY363296	Freehold
202460	BOLINGEY INN, BOLINGEY	PENWARTH A ROAD	PERRANPORTH	TR6 0DH	CL151884	Freehold
201544	BOLTON ARMS, NORTH YORKSHIRE	MARKET PLACE	LEYBURN	DL8 5BW	NYK106515	Freehold
300350	BOLTON HOTEL, BRIXHAM	NEW ROAD	BRIXHAM	TQ5 8LT	DN315942	Freehold
200471	BOOT & SHOE OAKHAM	10 THE STREET	OAKHAM	LE15 8NX	LT258634	Freehold
201767	BOOT & SHOE, PENRITH	GREYSTOKE	PENRITH	CA11 0TP	CU121242	Freehold
202462	BOOT INN, KELSALL	BOOTHSDALE	TARPORLEY	CW6 0NH	CH443818	Freehold
202463	BOOT INN NORTHOP	HIGH STREET	MOLD	CH7 6BQ	WA936374	Freehold
373231	BOOT INN SUTTON COLDFIELD	RECTORY ROAD	SUTTON COLDFIELD	B75 7RU	WM216727	Freehold
200315	BOOT HISTON	1 HIGH STREET	CAMBRIDGE	CB24 9LG	CB161340	Freehold
201079	BOOT, SOULBURY LEIGHTON BUZZA	51 HIGH ROAD	LEIGHTON BUZZARD	LU7 0BT	BM202208	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200553	BOOTPLACES LEYTON	596 LEA BRIDGE ROAD	LONDON	E10 7DN	EGL491128	Leasehold
201779	BOTOLPHS BRIDGE INN, WEST HYTH	BOTOLPHS BRIDGE ROAD	HYTHE	CT21 4NL	K771774	Freehold
300189	BOUNTY INN, BASINGSTOKE	81 BOUNTY ROAD	BASINGSTOKE	RG21 3BZ	HP663945	Leasehold
201780	BOWLING GREEN TAVERN DEAL	164 CHURCH PATH	DEAL	CT14 9UD	K764047	Freehold
202467	BOWLING GREEN, SUTTON	125 ROBINS LANE	ST HELENS	WA9 3NQ	MS421949	Freehold
202471	BRAES HOTEL CONSETT	SHERBURN TERRACE	CONSETT	DH8 6ND	DU231954	Freehold
300070	BREWERS, BANWELL	CHURCH STREET	BANWELL	BS29 6EA	AV215408	Freehold
200312	BREWERY TAP, IDLE	51 ALBION ROAD	BRADFORD	BD10 9QE	WYK140211	Freehold
200312	BREWERY TAP IDLE	51 ALBION ROAD	BRADFORD	BD10 9QE	WYK486205	Freehold
200385	BRICKMAKERS ARMS IPSWICH	315 SPRING ROAD	IPSWICH	IP4 5ND	SK94887	Freehold
202478	BRICKMAKERS ARMS, WIGAN	49 WOODHOUSE LANE	WIGAN	WN6 7LN	GM820287	Freehold
300327	BRICKMAKERS QUARRYBANK	36 MOUNT PLEASANT	BRIERLEY HILL	DY5 2YZ	WM726148	Freehold
201551	BRIDGE INN CRAMLINGTON	FRONT STREET	CRAMLINGTON	NE23 7QS	TY356417	Freehold
202488	BRIDGE INN SANDYCROFT	CHESTER ROAD	DEESIDE	CH5 2QN	WA934862	Freehold
202489	BRIDGE INN WEYMOUTH	BRIDGE INN LANE	WEYMOUTH	DT3 6DB	DT267835	Freehold
202489	BRIDGE INN, WEYMOUTH	BRIDGE INN LANE	WEYMOUTH	DT3 6DB	DT282456	Freehold
300334	BRIDGE TAVERN WILLENHALL	1 BENTLEY LANE	WILLENHALL	WV12 4AA	SF14496	Freehold
300334	BRIDGE TAVERN, WILLENHALL	1 BENTLEY LANE	WILLENHALL	WV12 4AA	WM56556	Freehold
202479	BRIDGE ADLINGTON	11 PARK ROAD	CHORLEY	PR7 4HZ	LA853983	Freehold
300095	BRIDGE, BRISTOL	BRIDGE ROAD	BRISTOL	BS16 9NG	AV215409	Freehold
201234	BRIDGE LUDLOW	CORVE STREET	LUDLOW	SY8 1DX	SL80044	Freehold
200386	BRISTOL ARMS SHOTLEY	BRISTOL HILL	IPSWICH	IP9 1PU	SK130823	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
370451	BRISTOL INN CLEVEDON	CHapel Hill CLEVEDON	CLEVEDON	BS21 7NL	AV235527	Freehold
200027	BRITANNIA INN DARLINGTON	1 ARCHER STREET	DARLINGTON	DL3 6LR	DU164103	Freehold
202495	BRITANNIA, UPHOLLAND	13 HALL GREEN	SKELMERSDALE	WN8 0PB	LA848421	Freehold
202495	BRITANNIA UPHOLLAND	13 HALL GREEN	SKELMERSDALE	WN8 0PB	LA941010	Freehold
202497	BRITISH FLAG INN BRIDGEWATER	77-83 CHILTON STREET	BRIDGEWATER	TA6 3HX	ST126958	Freehold
200394	BRITISH LARDER SUFFOLK, BROME	ORFORD ROAD	WOODBIDGE	IP12 2PU	SK130760	Freehold
201554	BRITISH OAK, ROTHWELL	MARSH STREET	LEEDS	LS26 0AG	WYK503477	Freehold
200190	BROADSHAVEN POTTER HEIGHAM	BRIDGE ROAD	GREAT YARMOUTH	NR29 5JD	NK99146	Freehold
201555	BROOK, RAMSBOTTOM	326 BOLTON ROAD WEST	BURY	BL0 9QY	GM628128	Freehold
370818	BROOK WORCESTER PARK	181 CENTRAL ROAD	WORCESTER PARK	KT4 8DR	SGL20448	Freehold
370818	BROOK, WORCESTER PARK	181 CENTRAL ROAD	WORCESTER PARK	KT4 8DR	SY25356	Freehold
370818	BROOK WORCESTER PARK	181 CENTRAL ROAD	WORCESTER PARK	KT4 8DR	SGL535337	Freehold
201399	BROOKVALE ERDINGTON	SLADE ROAD	BIRMINGHAM	B23 7PX	WK137809	Freehold
373191	BROOMHILL TAVERN SHEFFIELD	484 GLOSSOP ROAD	SHEFFIELD	S10 2QA	SYK426273	Freehold
373191	BROOMHILL TAVERN SHEFFIELD	484 GLOSSOP ROAD	SHEFFIELD	S10 2QA	SYK294486	Freehold
202501	BROUGHTON ARMS, CREWE	NEWCASTLE ROAD	CREWE	CW2 5PY	SF423126	Freehold
126117	BRYN DINAS HOTEL, ST ASAPH	CHESTER STREET	ST ASAPH	LL17 0RE	WA631884	Freehold
202504	BRYNHIR ARMS, CRICCIETH	24 HIGH STREET	CRICCIETH	LL52 0BT	WA836368	Freehold
200098	BUCK INN, PICKERING	CHESTNUT AVENUE	PICKERING	YO18 7RW	NYK140328	Freehold
201077	BUCKINGHAM ARMS LINSLADE	92 OLD ROAD	LEIGHTON BUZZARD	LU7 2RB	BD185372	Freehold
202505	BUCKS HEAD TELFORD	LONG LANE	TELFORD	TF6 6HA	SL124615	Freehold
202507	BULL & DOG BURSCOUGH	5 LIVERPOOL ROAD SOUTH	ORMSKIRK	L40 7SS	LA853991	Freehold
202507	BULL & DOG, BURSCOUGH	5 LIVERPOOL ROAD SOUTH	ORMSKIRK	L40 7SS	LA879492	Freehold
201562	BULL & SUN, BRIDLINGTON	11 BAYLEGATE	BRIDLINGTON	YO16 7JT	HS223284	Freehold
202511	BULL INN, ANGLESEY		PENTRAETH	LL75 8LJ	WA940494	Freehold
201190	BULL INN, MUCH HADHAM	HIGH STREET	MUCH HADHAM	SG10 6BU	HD329406	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200506	BULL, WALSINGHAM	8 COMMON PLACE	WALSINGHAM	NR22 6BP	NK124224	Freehold
200388	BULL WOOLPIT	THE STREET	SUFFOLK	IP30 9SA	SK130731	Freehold
200388	BULL WOOLPIT	THE STREET	SUFFOLK	IP30 9SA	SK214785	Freehold
201564	BULLS HEAD BRAMPTON BIERLOW	KNOLLBECK LANE	BARNLEY	S73 0TU	SYK339592	Freehold
201056	BULLS HEAD, COUNTRESTHORPE LEI	MAIN STREET	LEICESTER	LE8 5QX	LT271982	Freehold
200986	BULLS HEAD, EWHURST	THE STREET	CRANLEIGH	GU6 7QD	SY648514	Freehold
202517	BULLS HEAD, HIGH LANE	28 BUXTON ROAD	STOCKPORT	SK6 8BH	GM55248	Freehold
201565	BULLS HEAD MILNTHORPE	BEETHAM ROAD	MILNTHORPE	LA7 7QL	CU148176	Freehold
202516	BULLS HEAD, STALYBRIDGE	4 KNOWL STREET	STALYBRIDGE	SK15 3AJ	GM823795	Freehold
202518	BULLS HEAD, WARRINGTON	33 CHURCH STREET	WARRINGTON	WA1 2SX	CH443755	Freehold
202513	BULLS HEAD, WATERHEAD	BRIDEOAK STREET	OLDHAM	OL4 2HB	LA255435	Freehold
202519	BULLS HEAD WHITCHURCH	24 WATERGATE STREET	WHITCHURCH	SY13 1DP	SL135241	Freehold
370054	BULSTRODE, HOUNSLOW	55 LAMPTON ROAD	HOUNSLOW	TW3 1JG	NGL17557	Freehold
905979	BURRATOR INN YELVERTON	DOUSLAND	YELVERTON	PL20 6NP	DN303316	Freehold
200961	BUSH INN LOWER GORNALL DUDLE	52 SUMMIT PLACE	DUDLEY	DY3 2TG	WM603560	Freehold
202523	BUSY BEE CHAPEL HOUSE	KILN LANE	SKELMERSDALE	WN8 8PW	LA871766	Leasehold
200924	BUTCHERS ARMS BISHOPS ITCHING	11 FISHER ROAD	SOUTHAM	CV47 2RE	WK356049	Freehold
201819	BUTCHERS ARMS CHIPPING CAMDEN	CHAPEL LANE	CHIPPING CAMPDEN	GL55 6SD	GR182619	Freehold
200861	BUTCHERS ARMS, FARMBOROUGH	TIMSBURY ROAD	BATH	BA2 0AE	AV244989	Freehold
201126	BUTCHERS ARMS, OXON	MAIN STREET	BICESTER	OX27 8EB	ON171999	Freehold
202525	BUTT INN, ALDERMASTON	STATION ROAD	READING	RG7 4LA	BK316158	Freehold
202526	CABBAGE HALL NR TARPORLEY	FOREST ROAD	TARPORLEY	CW6 9ES	CH463375	Freehold
202527	CADGWITH COVE, RUAN MINOR	CADGWITH	HELSTON	TR12 7JX	CL150779	Freehold
200470	CADILLAC JACKS MILDENHALL	HIGH STREET	MILDENHALL	IP28 7EA	SK116669	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200474	CALICO OAKHAM	6 MILL STREET	OAKHAM	LE15 6EA	LT258637	Freehold
201405	CAMBRIDGE HOTEL SUNDERLAND	88 FULWELL ROAD	SUNDERLAND	SR6 0JB	TY248956	Freehold
114814	CANAL TURN, CARNFORTH	LANCASTER ROAD	CARNFORTH	LA5 9EA	LA895242	Leasehold
202529	CANNON INN NEWTON POPPELFORD	HIGH STREET	SIDMOUTH	EX10 0DW	DN416938	Freehold
201571	CARDWELL ARMS, ADLINGTON	CHORLEY ROAD	CHORLEY	PR6 9LH	LA571596	Freehold
300283	CARISBROOKE ARMS GOSPORT	75 CARISBROOKE ROAD	GOSPORT	PO13 0QY	HP52697	Freehold
200361	CARLTON HOTEL CLACTON ON SEA	ROSEMARY ROAD	CLACTON-ON-SEA	CO15 1TE	EX487211	Freehold
201572	CARNFORTH HOTEL CARNFORTH	LANCASTER ROAD	CARNFORTH	LA5 9LD	LA711841	Freehold
201130	CARPENTERS ARMS, MIDDLE BARTON	122 NORTH STREET	CHIPPING NORTON	OX7 7DA	ON172000	Freehold
117605	CARPENTERS ARMS SHIRENEWTON	SHIRENEWTON	CHEPSTOW	NP16 6BU	WA360751	Freehold
201821	CARPENTERS ARMS, STROUD	WESTRIP	STROUD	GL6 6EY	GR188759	Freehold
201573	CARPENTERS ARMS, TICKHILL	WESTGATE	DONCASTER	DN11 9NE	SYK328472	Freehold
202533	CARTERS ARMS, ROYTON	133 OLDHAM ROAD	OLDHAM	OL2 6BU	GM823743	Leasehold
300384	CASTLE INN AXMINSTER	CASTLE HILL	AXMINSTER	EX13 5NN	DN202818	Freehold
114359	CASTLE INN CAWOOD	7 WISTOWGATE	SELBY	YO8 3SH	NYK106657	Freehold
202539	CASTLE INN, CORFE CASTLE	63 EAST STREET	WAREHAM	BH20 5EE	DT181809	Freehold
202538	CASTLE INN, DANE IN SHAW	CASTLE INN ROAD	CONGLETON	CW12 3LP	CH443780	Freehold
202537	CASTLE INN, LANDKEY	BLAKESHILL ROAD	BARNSTAPLE	EX32 0NF	DN381974	Freehold
201406	CASTLE INN PEVENSEY BAY	EASTBOURNE ROAD	PEVENSEY	BN24 6HS	ESX191053	Freehold
300191	CASTLE OF COMFORT, MEDSTEAD	CASTLE STREET	ALTON	GU34 5LU	HP448169	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201577	CASTLE TAVERN, RICHMOND	3 MARKET PLACE	RICHMOND	DL10 4HU	NYK224484	Leasehold
201577	CASTLE TAVERN RICHMOND	3 MARKET PLACE	RICHMOND	DL10 4HU	NYK223519	Freehold
201304	CASTLE, CHERTSEY	1 FORDWATER ROAD	CHERTSEY	KT16 8HW	SY337125	Freehold
200195	CASTLE, FRAMLINGHAM NR WOODB	CASTLE STREET	WOODBIDGE	IP13 9BP	SK95849	Freehold
201575	CASTLE, LIVERPOOL	260 VAUXHALL ROAD	LIVERPOOL	L5 8TZ	MS132677	Freehold
202316	CASTLE, NOTTINGHAM	LOWER PARLIAMENT STREET	NOTTINGHAM	NG1 1GD	NT151743	Freehold
201581	CAVALRY ARMS BIRCHENCLIFFE	81 HALIFAX ROAD	HUDDERSFIELD	HD3 3BR	WYK513378	Freehold
200944	CAVENDISH ARMS DERBY	DERBY ROAD	ASHBOURNE	DE6 5JR	DY259052	Freehold
200962	CAVES, WRENS NEST ESTATE DUDLE	WRENS HILL ROAD	DUDLEY	DY1 3SB	WM603576	Freehold
300279	CEMETERY HOTEL, ROCHDALE	470 BURY ROAD	ROCHDALE	OL11 5EU	GM105408	Freehold
373216	CENTRAL, LEEDS	88 WELLINGTON STREET	LEEDS	LS1 4LT	WYK684140	Freehold
202544	CHALK & CHEESE MAIDEN NEWTO	53 DORCHESTER ROAD	DORCHESTER	DT2 0BD	DT267319	Freehold
371820	CHAMPS SPORTS BAR & GRILL	255 ECCLESALL ROAD	SHEFFIELD	S11 8NX	SYK116981	Leasehold
371413	CHAMPS SPORTS BAR & GRILL (3),	EMERSON ROAD	WASHINGTON	NE37 1LE	TY203052	Freehold
371413	CHAMPS SPORTS BAR & GRILL (3)	EMERSON ROAD	WASHINGTON	NE37 1LE	TY236046	Freehold
201010	CHANDOS OAKLEY	8 THE TURNPIKE	AYLESBURY	HP18 9QB	BM203309	Freehold
300407	CHAPEL ARMS SOUTHAMPTON	40 ALBERT ROAD NORTH	SOUTHAMPTON	SO14 5GB	HP465463	Freehold
202547	CHAPEL HOUSE, MOBBERLEY	PEPPER STREET	KNUTSFORD	WA16 6JL	CH455714	Freehold
300408	CHARLIES WESTBURY	3-5 MARKET PLACE	WESTBURY	BA13 3DE	WT230105	Freehold
300408	CHARLIES, WESTBURY	3-5 MARKET PLACE	WESTBURY	BA13 3DE	WT129070	Freehold
373017	CHELSFIELD ORPINGTON	1 WINDSOR DRIVE	ORPINGTON	BR6 6EY	SGL622895	Freehold
700900	CHEMIC TAVERN , LEEDS	9 JOHNSTON STREET	LEEDS	LS6 2NG	YWE73540	Freehold
700900	CHEMIC TAVERN LEEDS	9 JOHNSTON STREET	LEEDS	LS6 2NG	YY19816	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
905027	CHEQUERS , NORTH CRAWLEY	24 HIGH STREET	NEWPORT PAGNELL	MK16 9LH	BM188038	Freehold
202551	CHEQUERS INN HUCKNALL	HIGH STREET	NOTTINGHAM	NG15 7HD	NT341777	Freehold
202550	CHEQUERS INN LYTCHEIT MATRAVE	HIGH STREET	POOLE	BH16 6BJ	DT267275	Freehold
200197	CHEQUERS, FORDHAM ELY	55-61 CARTER STREET	ELY	CB7 5NG	CB129440	Freehold
202548	CHEQUERS HORSPATH	34 THE GREEN	OXFORD	OX33 1RP	ON154807	Freehold
202548	CHEQUERS HORSPATH	34 THE GREEN	OXFORD	OX33 1RP	ON263222	Leasehold
200196	CHEQUERS, NR MALDON	CHURCH STREET	MALDON	CM9 8AS	EX487261	Freehold
201059	CHEQUERS, SWINFORD	HIGH STREET	LUTTERWORTH	LE17 6BL	LT272119	Freehold
200319	CHERRY TREE HADDENHAM	8 DUCK LANE	ELY	CB6 3UE	CB161323	Freehold
201238	CHESHIRE CHEESE, DAWLEY	DOSELEY	TELFORD	TF4 3BB	SL80045	Freehold
202558	CHESTER ROAD TAVERN, MACCLESFI	18 CHESTER ROAD	MACCLESFIELD	SK11 8DG	CH122880	Freehold
371833	CHESTERFIELD BINGHAM	CHURCH STREET	BINGHAM	NG13 8AL	NT349510	Freehold
202559	CHETWODE ARMS, NR WARRINGTON	STREET LANE	WARRINGTON	WA4 4EN	CH443821	Freehold
202561	CHURCH HOUSE, SUTTON	CHURCH LANE	MACCLESFIELD	SK11 0DS	CH447008	Freehold
202566	CIDER MILL HAMPTON	135 PERSHORE ROAD	EVESHAM	WR11 2NA	WR56211	Freehold
300230	CLARENCE GOSPORT	1 CLARENCE ROAD	GOSPORT	PO12 1BB	HP556900	Freehold
300230	CLARENCE GOSPORT	1 CLARENCE ROAD	GOSPORT	PO12 1BB	HP561621	Freehold
300230	CLARENCE, GOSPORT	1 CLARENCE ROAD	GOSPORT	PO12 1BB	HP556967	Freehold
300230	CLARENCE, GOSPORT	1 CLARENCE ROAD	GOSPORT	PO12 1BB	HP556901	Freehold
300230	CLARENCE, GOSPORT	1 CLARENCE ROAD	GOSPORT	PO12 1BB	HP507686	Freehold
300230	CLARENCE, GOSPORT	1 CLARENCE ROAD	GOSPORT	PO12 1BB	HP278850	Freehold
201589	CLAYTON ARMS, DUDLEY	GRIEVES ROW	CRAMINGTON	NE23 7PX	TY38552	Freehold
201589	CLAYTON ARMS DUDLEY	GRIEVES ROW	CRAMINGTON	NE23 7PX	TY261839	Freehold
201589	CLAYTON ARMS DUDLEY	GRIEVES ROW	CRAMINGTON	NE23 7PX	TY355664	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200009	CLEVELAND BAY HOTEL EAGLESCLIFF	YARM ROAD	STOCKTON-ON-TEES	TS16 0JE	CE120693	Freehold
202575	CLUB GLOBE (STEAM MILL) CHESTER	STEAM MILL STREET	CHESTER	CH3 5AN	CH363261	Leasehold
300353	CLUMBER INN, RETFORD	WHARNCLIFFE ROAD	RETFORD	DN22 7RJ	NT249669	Freehold
201278	COACH & HORSES, ABBOT'S BROMLEY	HIGH STREET	RUGELEY	WS15 3BN	SF344979	Freehold
202577	COACH & HORSES, BRADFELD GR	MIDDLEWICH ROAD	CREWE	CW1 4QZ	CH443398	Freehold
202577	COACH & HORSES, BRADFELD GR	MIDDLEWICH ROAD	CREWE	CW1 4QZ	CH463361	Freehold
202578	COACH & HORSES, DONCASTER	SCOT LANE	DONCASTER	DN1 1EW	SYK419963	Freehold
202579	COACH & HORSES, FRECKLETON	PRESTON OLD ROAD	PRESTON	PR4 1PD	LA851408	Freehold
200876	COACH & HORSES, NEWPORT	CAMBRIDGE ROAD	SAFFRON WALDEN	CB11 3TR	EX522961	Freehold
200484	COACH & HORSES, STOKE NEWINGTO	178 STOKE NEWINGTON HIGH STREET	LONDON	N16 7JL	223155	Freehold
300381	COACH INN, NEWCASTLE	KILLINGWORTH ROAD	NEWCASTLE UPON TYNE	NE12 7BR	TY298877	Freehold
371841	COCK & LION, LONDON	62 WIGMORE STREET	LONDON	W1U 2SA	LN46090	Freehold
126115	COCK INN, BIRDWELL	PILLEY HILL	BARNLEY	S70 5UD	SYK306216	Freehold
202584	COCK INN NR SHREWSBURY	HANWOOD	SHREWSBURY	SY5 8LJ	SL131815	Freehold
200896	COCK, BISHOP STORTFORD	2 STANSTED ROAD	BISHOP S STORTFORD	CM23 2DX	HD329408	Freehold
200396	COCK, BRAMFORD IPSWICH	THE STREET	IPSWICH	IP8 4DT	SK130811	Freehold
201592	COCK, OUGHTIBRIDGE	5 BRIDGE HILL	SHEFFIELD	S35 0FL	WYK297671	Freehold
202587	COEUR DE LYON BATH	17 NORTHUMBERLAND PLACE	BATH	BA1 5AR	ST176153	Freehold
202588	COLDSTREAMER, PENZANCE	GULVAL	PENZANCE	TR18 3BB	CL151694	Freehold
202588	COLDSTREAMER, PENZANCE	GULVAL	PENZANCE	TR18 3BB	CL248684	Freehold
201193	COLLEGE ARMS, HERTFORD H	40 LONDON ROAD	HERTFORD	SG13 7PW	HD329416	Freehold
202589	COLLIERS ARMS, CHADDERTON	138 OLD LANE	OLDHAM	OL9 7JQ	GM877204	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202589	COLLIERS ARMS CHADDERTON	138 OLD LANE	OLDHAM	OL9 7JQ	GM850995	Leasehold
202589	COLLIERS ARMS, CHADDERTON	138 OLD LANE	OLDHAM	OL9 7JQ	MAN121416	Leasehold
202589	COLLIERS ARMS CHADDERTON	138 OLD LANE	OLDHAM	OL9 7JQ	MAN116388	Leasehold
202590	COLLIERS ARMS KINGS MOSS	37 PIMBO LANE	CRANK ST HELENS	WA11 8RD	MS424732	Freehold
202590	COLLIERS ARMS, KINGS MOSS	37 PIMBO LANE	CRANK ST HELENS	WA11 8RD	MS447791	Freehold
201595	COLLIERY TAVERN SOUTHWICK	SOUTHWICK ROAD	SUNDERLAND	SR5 1EQ	TY355392	Freehold
201266	COMMERCIAL EARLSHEATON DEW	135 TOWN STREET	DEWSBURY	WF12 8JE	WYK561272	Freehold
201300	COMMERCIAL, WITHERNSEA	130 QUEEN STREET	WITHERNSEA	HU19 2HB	HS209435	Freehold
201236	COMPASSES INN, LUDLOW	1 CORVE STREET	LUDLOW	SY8 1DA	SL80046	Freehold
200397	COMPASSES, HOLBROOK	IPSWICH ROAD	IPSWICH	IP9 2QR	SK130831	Freehold
200559	CONISTON IDLE	LOUISA STREET	BRADFORD	BD10 8NE	WYK564928	Freehold
202595	COOKSONS BRIDGE, LITHERLAND	GORSEY LANE	LIVERPOOL	L21 0EJ	MS421950	Freehold
201600	COPPER BEECH DARLINGTON	NEASHAM ROAD	DARLINGTON	DL1 4DH	DU227505	Freehold
300355	CORBY CANDLE CORBY	1 NEW POST OFFICE SQUARE	CORBY	NN17 1PB	NN165552	Leasehold
201390	CORNERSTONE, BRIGHTON	2 ELM GROVE	BRIGHTON	BN2 3DD	SX128645	Freehold
202446	CORNERSTONE, SHEFFORD	HIGH STREET	BEDFORDSHIRE	SG17 5DD	BD174604	Freehold
202599	CORNISH CHOUGHS, CAMBORNE	TRESWITHIAN	CAMBORNE	TR14 7NW	CL150812	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202600	CORNISHMAN, ALVASTON	HOLBROOK ROAD	DERBY	DE24 0LX	DY220972	Freehold
300009	CORNISHMAN, NEWQUAY	LANGURROC ROAD	NEWQUAY	TR8 5RB	CL79619	Freehold
300046	CORONATION TAP CLIFTON	8 SION PLACE	BRISTOL	BS8 4AX	AV113176	Freehold
300046	CORONATION TAP CLIFTON	8 SION PLACE	BRISTOL	BS8 4AX	BL41102	Freehold
201409	CORPORATION GUIDEBRIDGE	286 STOCKPORT ROAD	ASHTON-UNDER-LYNE	OL7 0NS	GM432458	Freehold
201409	CORPORATION, GUIDEBRIDGE	286 STOCKPORT ROAD	ASHTON-UNDER-LYNE	OL7 0NS	LA265118	Freehold
200549	COSMOPOLITAN HARTLEPOOL	DURHAM STREET	HARTLEPOOL	TS24 0HY	CE113830	Freehold
300458	COTTAGE INN, NETHER STOWEY	KEENTHORNE	BRIDGWATER	TA5 1HZ	ST153898	Freehold
201605	COTTON TREE BOLLINGTON	3 INGERSLEY ROAD	MACCLESFIELD	SK10 5RE	CH359372	Leasehold
202606	COUNTRY HOUSE INN EXMOUTH	174-176 WITHYCOMBE VILLAGE ROAD	EXMOUTH	EX8 3BA	DN246294	Freehold
202607	COUNTY COURT, WOOLTON	103 QUARRY STREET	LIVERPOOL	L25 6HB	MS425155	Freehold
202608	COVE HOUSE INN, PORTLAND	91 CHISWELL	PORTLAND	DT5 1AW	DT279145	Freehold
203632	COVENTRY OAK WYKIN	ANSTY ROAD	MIDLANDS	CV2 3EY	WM562787	Freehold
200963	CRESTWOOD WEST MIDLANDS	LAPWOOD AVENUE	KINGSWINFORD	DY6 8SQ	SF53829	Freehold
113699	CRICKETERS ARMS RICKLING GREE	RICKLING GREEN	SAFFRON WALDEN	CB11 3YG	EX721372	Freehold
200858	CRICKETERS ARMS, SMALL HEATH	LITTLE GREEN LANE	BIRMINGHAM	B9 5AX	WM603582	Freehold
201610	CRICKETERS INN NEWBOLD	STAND ROAD	CHESTERFIELD	S41 8SJ	DY100064	Freehold
300216	CRICKETERS, BOURNEMOUTH	41 WINDHAM ROAD	BOURNEMOUTH	BH1 4RN	DT254110	Freehold
370448	CRICKETERS, GILLINGHAM	STURDEE AVE	GILLINGHAM	ME7 2JR	K266985	Freehold
300193	CRICKETERS, KINGSLEY	MAIN ROAD	BORDON	GU35 9ND	HP448164	Freehold
300194	CRIMEA, ALDERSHOT	CRIMEA ROAD	ALDERSHOT	GU11 1UE	HP448165	Freehold
300224	CRISPIN NEWPORT IOW	8-10 CARISBROOKE ROAD	NEWPORT	PO30 1BL	IW25140	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300209	CROFTON FAREHAM	48 CROFTON LANE	FAREHAM	PO14 3QF	HP439538	Freehold
202617	CROOKED BILLET LITTLE MARLOW	SHEEPBRIDGE LANE	MARLOW	SL7 3SG	BM222608	Freehold
201611	CROOKED BILLET, OWSTON FERRY	SILVER ST	DONCASTER	DN9 1RN	HS283021	Freehold
202618	CROSS KEYS BISHOP AUCKLAND	HAMSTERLEY	BISHOP AUCKLAND	DL13 3PX	DU181660	Freehold
202618	CROSS KEYS BISHOP AUCKLAND	HAMSTERLEY	BISHOP AUCKLAND	DL13 3PX	DU245461	Freehold
201412	CROSS KEYS CEFN HENGOED	GELLIGAER ROAD	HENGOED	CF82 7HN	WA696019	Freehold
201612	CROSS KEYS GAINFORD	1 HIGH ROW	DARLINGTON	DL2 3DN	DU230444	Freehold
200100	CROSS KEYS, GRASBY	BRIGG ROAD	BARNETBY	DN38 6AQ	LL55059	Freehold
200077	CROSS KEYS, MALTON	47 WHEELGATE	MALTON	YO17 7HT	NYK140349	Freehold
300098	CROSSWAYS TAV, BATH	REDFIELD ROAD	RADSTOCK	BA3 2JH	AV216619	Freehold
201208	CROWN & CUSHION BIDDULPH	74 HIGH STREET	STOKE-ON-TRENT	ST8 6AS	SF344410	Freehold
201627	CROWN & GLOVE STANNINGTON	96 UPPER GATE ROAD	SHEFFIELD	S6 6BY	SYK158023	Freehold
905938	CROWN & HORNS EAST ILSLEY	COMPTON ROAD	NEWBURY	RG20 7LH	BK383969	Freehold
201235	CROWN & SCEPTRE SHREWSBURY	MINSTERLEY	SHREWSBURY	SY5 0BA	SL80055	Freehold
202626	CROWN & THISTLE STANYX	53 CHURCH STREET	CARLISLE	CA3 9DS	CU152400	Freehold
200155	CROWN HOTEL, DARWIN BLACKBURN	24 REDEARTH ROAD	DARWIN	BB3 2AB	LA502778	Leasehold
202628	CROWN HOTEL, RYDE	ST THOMAS SQUARE	I O W	PO33 2PJ	IW24849	Freehold
200527	CROWN INN, GREAT CASTERTON	MAIN STREET	STAMFORD	PE9 4AP	LT253672	Freehold
300170	CROWN INN ILMINSTER	12 WEST STREET	ILMINSTER	TA19 9AB	ST90175	Freehold
202631	CROWN INN NORTHELDEN	19 FORD LANE	MANCHESTER	M22 4WE	GM827449	Freehold
202632	CROWN INN RHYL	LONDON ROAD	RHYL	LL18 6DN	WA934860	Freehold
201624	CROWN INN, RICHMOND	8 RICHMOND ROAD	RICHMOND	DL10 7HE	NYK142916	Freehold
200580	CROWN, ACCRINGTON	318 WHALLEY ROAD	ACCRINGTON	BB5 5DQ	LA683921	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202624	CROWN BIRKENHEAD	128 CONWAY STREET	BIRKENHEAD	CH41 6JE	MS425447	Freehold
201617	CROWN DEWSBURY	109 LEEDS ROAD	DEWSBURY	WF12 7BX	WYK1174	Freehold
122943	CROWN EYETHORNE	THE STREET	DOVER	CT16 4BG	K164666	Freehold
201619	CROWN GATESHEAD	2 COATSWORTH ROAD	GATESHEAD	NE8 1QN	TY355574	Freehold
201178	CROWN KILLAMARSH SHEFFIEL	1 ASHLEY LANE	SHEFFIELD	S21 1AB	DY258857	Freehold
201192	CROWN NR HERTFORD	NEWGATE STREET VILLAGE	HERTS	SG13 8RA	HD329384	Freehold
300196	CROWN, ODIHAM BASINGSTOKE	ALTON ROAD	HOOK	RG29 1PH	HP446125	Freehold
300196	CROWN, ODIHAM BASINGSTOKE	ALTON ROAD	HOOK	RG29 1PH	HP458353	Freehold
202625	CROWN STOCKBRIDGE	ROMSEY ROAD	STOCKBRIDGE	SO20 6PW	HP533517	Freehold
202625	CROWN STOCKBRIDGE	ROMSEY ROAD	STOCKBRIDGE	SO20 6PW	HP595332	Freehold
203001	CROWS NEST WIDNES	MOORFIELD ROAD	WIDNES	WA8 3HU	CH443437	Leasehold
201008	CRYSTAL PALACE BERKHAMSTED	STATION ROAD	BERKHAMSTED	HP4 2EZ	HD329386	Freehold
202635	CUCKOO HOTEL, ORRELL PARK	123 MOSS LANE	LIVERPOOL	L9 8AQ	MS425448	Freehold
200853	CUCKOOS REST DORDEN	WHITEHOUSE ROAD	TAMWORTH	B78 1QE	WK356945	Freehold
202637	CUMBERLAND ARMS, CARLISLE	22 BOTCHERGATE	CARLISLE	CA1 1QS	CU151430	Freehold
202639	DALE HOTEL, NOTTINGHAM	SNEINTON DALE	NOTTINGHAM	NG2 4HJ	NT346011	Freehold
200080	DAWNAY ARMS YORK	MAIN STREET	YORK	YO30 1AB	NYK140352	Freehold
202642	DEALERS ARMS, GARSTON	79 ST MARYS ROAD	LIVERPOOL	L19 2NL	MS94691	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201414	DEERS LEAP, BELLINGE	FIELDMILL ROAD	NORTHAMPTON	NN3 9AZ	NN56673	Leasehold
200104	DENISON ARMS EAST AYTON SCA	40 MAIN STREET	SCARBOROUGH	YO13 9HL	NYK140305	Freehold
202646	DERBY ARMS RAINFORD	47 CHURCH ROAD	ST HELENS	WA11 8EZ	MS424733	Freehold
202648	DERBY ARMS WOOLTON	160-162 ALLERTON ROAD	LIVERPOOL	L25 7RH	MS421967	Freehold
200156	DERWENTWATER ARMS SHEFFIELD	LOW SIDE	HOPE VALLEY	S32 3XQ	DY213080	Freehold
200156	DERWENTWATER ARMS SHEFFIELD	LOW SIDE	HOPE VALLEY	S32 3XQ	DY146370	Freehold
300001	DEVON & CORNWALL, MILLBROOK	WEST STREET	PLYMOUTH	PL10 1AA	CL80226	Freehold
202649	DEVON ARMS TORQUAY	PARK LANE	TORQUAY	TQ1 2AU	DN381998	Freehold
202650	DEVONSHIRE ARMS BASLOW	NETHER END	BAKEWELL	DE45 1SR	DY182692	Freehold
201196	DEVONSHIRE ARMS HARTINGTON	MARKET PLACE	BUXTON	SK17 0AL	DY259053	Freehold
202320	DEVONSHIRE BELPER	71 BRIDGE STREET	BELPER	DE56 1BA	DY283376	Freehold
370580	DIGBY HOTEL, BIRMINGHAM	1 COLESHILL ROAD	BIRMINGHAM	B46 1SH	WK392041	Freehold
202653	DOCTORS WIDNES	67 VICTORIA ROAD	WIDNES	WA8 7RS	CH443411	Freehold
201415	DOG HOUSE LONDON	293 KENNINGTON ROAD	LONDON	SE11 6BY	TGL323425	Leasehold
200633	DOLLY PEEL SOUTH SHIELDS	137 COMMERCIAL ROAD	SOUTH SHIELDS	NE33 1SQ	TY165232	Freehold
200106	DOLPHIN HOTEL WHITBY	BRIDGE STREET	WHITBY	YO22 4BG	NYK140306	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200106	DOLPHIN HOTEL, WHITBY	BRIDGE STREET	WHITBY	YO22 4BG	NYK264761	Leasehold
300020	DOLPHIN, KINGSTON	KINGSTON	KINGSBRIDGE	TQ7 4QE	DN221294	Freehold
300020	DOLPHIN, KINGSTON	KINGSTON	KINGSBRIDGE	TQ7 4QE	DN315628	Freehold
201095	DOLPHIN STOKE HAMMOND	LEIGHTON ROAD	MILTON KEYNES	MK17 9BB	BM228209	Freehold
201095	DOLPHIN STOKE HAMMOND	LEIGHTON ROAD	MILTON KEYNES	MK17 9BB	BM81605	Freehold
200618	DON JON MALTBY	HIGH STREET	ROTHERHAM	S66 8LH	SYK380495	Freehold
116900	DOROTHY INN, WEYMOUTH	48-49 THE ESPLANADE	WEYMOUTH	DT4 8DQ	DT174018	Freehold
300265	DOVE & RAINBOW, SHEFFIELD	2 HARTSHEAD SQUARE	SHEFFIELD	S1 2FD	SYK406394	Leasehold
200209	DOVE, PORINGLAND	BUNGAY ROAD	NORWICH	NR14 7NB	NK145255	Freehold
132941	DOWNE ARMS CASTLETON	3 HIGH STREET	WHITBY	YO21 2EE	NYK269081	Freehold
202568	DRAGON, NOTTINGHAM	LONG ROW WEST	NOTTINGHAM	NG1 6JE	NT344948	Freehold
200528	DRAGONFLY ORTON MALBOURNE	HERLINGTON	PETERBOROUGH	PE2 5PN	CB28494	Leasehold
300014	DRAKE MANOR, YELVERTON	THE VILLAGE	YELVERTON	PL20 7NA	DN314143	Freehold
114206	DRUIDS RICKMANSWORTH	205 HIGH STREET	RICKMANSWORTH	WD3 1BB	HD288009	Freehold
300047	DRUM & MONKEY CLEVEDON	KENN ROAD	CLEVEDON	BS21 6TJ	AV216633	Freehold
202662	DRUMMOND ARMS PORTSWOOD	56 SOMERSET ROAD	SOUTHAMPTON	SO17 3AA	HP516615	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201418	DUFFRYN ARMS NEWPORT	DUFFRYN WAY	GWENT	NP10 8TE	WA165926	Leasehold
201150	DUKE OF CORNWALL, IVYBRIDGE	3-4 KEATON ROAD	IVYBRIDGE	PL21 9DH	DN350448	Freehold
201638	DUKE OF CUMBERLAND, KENDAL	1 APPLEBY ROAD	KENDAL	LA9 6ES	CU148177	Freehold
201638	DUKE OF CUMBERLAND, KENDAL	1 APPLEBY ROAD	KENDAL	LA9 6ES	CU254097	Leasehold
200898	DUKE OF WELLINGTON, EPPING	36 HIGH STREET	EPPING	CM16 4AE	EX522965	Freehold
202663	DUKE OF WELLINGTON, INCE	MARSH LANE	CHESTER	CH2 4NR	CH457308	Freehold
202664	DUKE OF YORK BROSELEY	HOCKLEY ROAD	BROSELEY	TF12 5HT	SL124607	Freehold
201760	DUKE OF YORK GRINDLETON	BROW TOP	CLITHEROE	BB7 4QR	LA795846	Freehold
200878	DUKE OF YORK SAFFRON WALDEN	96 HIGH STREET	SAFFRON WALDEN	CB10 1EA	EX522966	Freehold
300015	DUKE OF YORK TAVISTOCK	15 FORD STREET	TAVISTOCK	PL19 8DZ	DN312375	Freehold
201769	DUKES HEAD CARLISLE	ARMATHWAITE	CARLISLE	CA4 9PB	CU121250	Freehold
200308	DUKES HEAD, NORWICH	CORPUSTY	NORWICH	NR11 6QG	NK145247	Freehold
300090	DUN COW STEAK BAR, SHREWSBURY	171 ABBEY FOREGATE	SHREWSBURY	SY2 6AL	SL14645	Freehold
202667	DUN COW, DAVENTRY	THE DUNN COW	DAVENTRY	NN11 4GG	HN18258	Leasehold
200211	DUN COW SALTHOUSE	PURDY STREET	HOLT	NR25 7XA	NK99250	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201640	DUN HORSE KENDAL	5 STRAMONGATE	KENDAL	LA9 4BH	CJ147980	Freehold
300402	DUSTY MILLER, HUDDERSFIELD	2 GILEAD ROAD	HUDDERSFIELD	HD3 4XH	YK27693	Freehold
202669	DUTTON ARMS, PATRICROFT	56 BARTON ROAD	MANCHESTER	M30 7AE	GM870464	Freehold
202669	DUTTON ARMS, PATRICROFT	56 BARTON ROAD	MANCHESTER	M30 7AE	GM856320	Leasehold
202670	EAGLE & CHILD, ASHTON IN MAK	233 HEATH ROAD	WIGAN	WN4 9HW	GM818975	Freehold
200859	EAGLE, CRABBS CROSS REDDITCH	335 EVESHAM ROAD	REDDITCH	B97 5JA	HW148930	Freehold
300261	EAGLE PLYMOUTH	156 CORNWALL STREET	PLYMOUTH	PL1 1NJ	DN396236	Leasehold
202675	EGERTON ARMS, WINTON	363 WORSLEY ROAD	MANCHESTER	M30 8HU	GM851001	Freehold
300421	ELEPHANT & CASTLE, SOUTHAMPTO	40 COMMERCIAL ROAD	SOUTHAMPTON	SO40 3AG	HP598597	Freehold
201239	ELEPHANT & CASTLE ST GEORGES	STAFFORD STREET	TELFORD	TF2 9JQ	SL80030	Freehold
202680	ELM TREE INN WEYMOUTH	SHOP LANE	WEYMOUTH	DT3 4HX	DT268310	Freehold
131310	ELM TREE, ELMTON	ELMTON	NOTTS	S80 4LS	DY54199	Freehold
200110	ELSINORE INN WHITBY	FLOWERGATE	NORTH YORKSHIRE	YO21 3BB	NYK140309	Freehold
200119	ENDEAVOUR WHITBY	66 CHURCH STREET	WHITBY	YO22 4AS	NYK140310	Freehold
200583	ENGINE INN GRANGE OVER SANDS	CARK IN CARTMEL	GRANGE-OVER-SANDS	LA11 7NZ	CU86255	Freehold
202681	ENGINE INN, NANCLEDAR	CRIPPLES EASE	PENZANCE	TR20 8NF	CL150790	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203280	ERICO'S BOLTON	122 BRADSHAW BROW	BOLTON	BL2 3DD	GM820288	Leasehold
202683	EXCELSIOR LIVERPOOL	121-123 DALE STREET	LIVERPOOL	L2 2JH	MS423581	Freehold
114792	EXETER INN BAMPTON	BAMPTON	TIVERTON	EX16 9DY	DN238982	Freehold
300013	EXETER INN, MODBURY	CHURCH STREET	IVYBRIDGE	PL21 0QR	DN309761	Freehold
200323	EXHIBITION, OVER	2 KING STREET	CAMBRIDGE	CB24 5PS	CB161345	Freehold
200213	FALCON, PULHAM MARKET	THE GREEN	DISS	IP21 4SU	NK99251	Freehold
202684	FALCON RYDE	17 SWANMORE ROAD	RYDE	PO33 2TG	IW35703	Freehold
200509	FALGATE, POTTER HEIGHAM	LUDHAM ROAD	GREAT YARMOUTH	NR29 5HZ	NK124299	Freehold
202686	FAMOUS BARREL, PENRYN	ST THOMAS STREET	PENRYN	TR10 8JP	CL150799	Freehold
300074	FARMERS ARMS BRIDGEND	WICK ROAD	BRIDGEND	CF32 0SE	WA641124	Freehold
300002	FARMERS ARMS NEWQUAY	CHURCH STREET	NEWQUAY	TR7 3EZ	CL78443	Freehold
201650	FARMERS ARMS, RICHMOND	GATHERLEY ROAD	RICHMOND	DL10 7HZ	NYK222897	Freehold
202695	FARMERS ARMS, SWINTON	160 MANCHESTER ROAD	MANCHESTER	M27 5TP	LA255442	Freehold
202695	FARMERS ARMS SWINTON	160 MANCHESTER ROAD	MANCHESTER	M27 5TP	GM779505	Freehold
202695	FARMERS ARMS SWINTON	160 MANCHESTER ROAD	MANCHESTER	M27 5TP	GM586596	Freehold
203486	FARMERS ARMS, TARPORLEY	CHESTER ROAD	TARPORLEY	CW6 0SJ	CH444111	Freehold
300021	FERRY BOAT INN DITTISHAM	MANOR STREET	DARTMOUTH	TQ6 0EX	DN317158	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300021	FERRY BOAT INN DITTISHAM	MANOR STREET	DARTMOUTH	TQ6 0EX	DN82563	Leasehold
202697	FERRY, WALLASEY	48 TOBIN STREET	WALLASEY	CH44 8DF	MS423578	Freehold
202697	FERRY WALLASEY	48 TOBIN STREET	WALLASEY	CH44 8DF	MS334277	Freehold
114276	FIDDLERS ELBOW, WELLINGBOROUGH	CHURCH STREET	WELLINGBOROUGH	NN8 4PF	NN158732	Freehold
113692	FILLY INN BROCKENHURST	LYMINGTON ROAD	BROCKENHURST	SO42 7UF	HP147221	Freehold
113692	FILLY INN, BROCKENHURST	LYMINGTON ROAD	BROCKENHURST	SO42 7UF	HP190932	Freehold
202701	FINISHERS ARMS BOLTON	487 CHURCH ROAD	BOLTON	BL1 5RE	GM820091	Leasehold
202702	FINN MCCOULS (EX KIMBERLEY), F	1 KILLIGREW STREET	FALMOUTH	TR11 3PG	CL167586	Freehold
202706	FINNS AT RINGWOOD RINGWOOD	25 MARKET PLACE	RINGWOOD	BH24 1AN	HP533525	Freehold
202708	FINNS, WEYMOUTH	26 WESTHAM ROAD	WEYMOUTH	DT4 8NU	DT105177	Freehold
202708	FINNS WEYMOUTH	26 WESTHAM ROAD	WEYMOUTH	DT4 8NU	DT281686	Freehold
202708	FINNS, WEYMOUTH	26 WESTHAM ROAD	WEYMOUTH	DT4 8NU	DT277310	Freehold
201183	FIRWOOD COTTAGE, SHEFFIELD	279 WHITEHOUSE LANE	SHEFFIELD	S6 2WA	SYK350242	Freehold
300003	FISHERMANS ARMS GOLANT	FORE STREET	FOWEY	PL23 1LN	CL79618	Freehold
200003	FISHERMANS ARMS, HARTLEPOOL	SOUTHGATE	HARTLEPOOL	TS24 0JJ	CE125895	Freehold
300257	FLAME AT THE WELLINGTON LUTON	58 WELLINGTON STREET	LUTON	LU1 2QH	BD208291	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300467	FLANAGANS SANDOWN IOW	7 PIER STREET	ISLE OF WIGHT	PO36 8JR	IW37616	Leasehold
129622	FLASS INN URSHAW MOOR	DURHAM ROAD	DURHAM	DH7 7LF	DU181915	Freehold
201654	FLEECE, ALNWICK	49 BONDGATE WITHOUT	ALNWICK	NE66 1PR	ND63103	Freehold
201653	FLEECE HORBURY	HIGH STREET	WAKEFIELD	WF4 5LG	WYK506695	Freehold
202717	FLOWER POT MACCLESFIELD	110 HURDSFIELD ROAD	MACCLESFIELD	SK10 2PY	CH441153	Freehold
202718	FLUKEYS (UNION INN) BARNSTAP	44 PRINCESS STREET	BARNSTAPLE	EX32 7EU	DN368428	Freehold
300382	FLYING HORSE, BLYTH	78 WATERLOO ROAD	BLYTH	NE24 1DG	ND52893	Freehold
300040	FLYING HORSE WONFORD	8 DRYDEN ROAD	EXETER	EX2 5BS	DN321204	Freehold
201656	FLYING SCOTSMAN FOREST HALL	BRIAR EDGE	NEWCASTLE UPON TYNE	NE12 7JN	TY355396	Freehold
202721	FOOLS NOOK INN SUTTON	LEEK ROAD	MACCLESFIELD	SK11 0JF	CH445027	Leasehold
200472	FORESTERS ARMS, LEICESTER	17 FROG ISLAND	LEICESTER	LE3 5AG	LT212816	Freehold
202722	FORESTERS ARMS TARPORLEY	92-94 HIGH STREET	TARPORLEY	CW6 0AX	CH444103	Freehold
300320	FORESTERS, DARTFORD	235 HIGH ROAD	DARTFORD	DA2 7BU	K303380	Freehold
300422	FOUNTAIN INN, STROUD	89 SLAD ROAD	STROUD	GL5 1QZ	GR239277	Freehold
300171	FOUNTAIN INN WELLS	1 ST THOMAS STREET	WELLS	BA5 2UU	ST89454	Freehold
200081	FOUR ALLS HOTEL YORK	MALTON ROAD	YORK	YO32 9TW	NYK140295	Freehold
300288	FOUR CHESTNUTS, CHICHESTER	OVING ROAD	CHICHESTER	PO19 7EJ	WSX214649	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300165	FOUR SEASONS, DEVIZES	13 HIGH STREET	DEVIZES	SN10 1AT	WT246682	Leasehold
300199	FOX & GOOSE, GREYWELL	THE STREET	HOOK	RG29 1BY	HP448173	Freehold
202726	FOX & GOOSE SOUTHPORT	8 CABLE STREET	SOUTHPORT	PR9 0DF	MS425451	Freehold
202727	FOX & GRAPES, HAWARDEN	6 THE HIGHWAY	DEESIDE	CH5 3DH	WA937405	Freehold
202728	FOX & HEN LEAMINGTON SPA	BASCOTE HEATH	SOUTHAM	CV47 2DN	WK382431	Freehold
202728	FOX & HEN LEAMINGTON SPA	BASCOTE HEATH	SOUTHAM	CV47 2DN	WK420265	Freehold
371004	FOX & HOUNDS BATLEY	BENNETT LANE	BATLEY	WF17 6DB	WYK1168	Freehold
201662	FOX & HOUNDS PRUDHOE	6 SOUTH ROAD	PRUDHOE	NE42 5JT	ND112496	Freehold
201684	FOX & HOUNDS WYLAM	MAIN ROAD	WYLAM	NE41 8DL	ND112557	Freehold
200566	FOX & PHEASANT HEMINGBROUGH	MAIN STREET	SELBY	YO8 6QE	NYK115876	Freehold
200113	FOX INN, ULCEBY	FRONT STREET	ULCEBY	DN39 6SY	HS117721	Freehold
202735	FRAMESMITHS ARMS, BULLWELL	287 MAIN STREET	NOTTINGHAM	NG6 8ED	NT341774	Freehold
200031	FRANKLAND ARMS THIRSK	23 INGRAMGATE	THIRSK	YO7 1DF	NYK140291	Freehold
202736	FREEMASONS ARMS HANDFORTH	88 WILMSLOW ROAD	WILMSLOW	SK9 3EW	CH443837	Freehold
300200	FRENCH HORN ALTON	THE BUTTS	ALTON	GU34 1RT	HP448274	Freehold
201669	FROSTERLEY INN, FROSTERLEY	99 FRONT STREET	BISHOP AUCKLAND	DL13 2RH	DU230110	Freehold
202739	FULL MOON LITTLE KINGSHILL	HARE LANE	GREAT MISSENDEN	HP16 0EE	BM177483	Freehold
201430	FUSILIER, SYDENHAM FARM ESTATE	SYDENHAM DRIVE	LEAMINGTON SPA	CV31 1NJ	WK200237	Freehold
202741	GABLES, LEYLAND	2 HOUGH LANE	LEYLAND	PR25 2SD	LA853957	Freehold
202742	GALLERY NORTHAMPTON	FARMHILL ROAD	NORTHAMPTON	NN3 5DS	HN14584	Leasehold
300172	GARDENERS ARMS, CHEDDAR	35 SILVER STREET	CHEDDAR	BS27 3LE	ST87605	Freehold

Outlet ID	Outlet Name	Address Line 1	Address City	Post Code	Title Number	Tenure
202744	GARDENERS ARMS WOOLTON	VALE ROAD	LIVERPOOL	L25 7RW	MS421989	Freehold
201213	GARDENERS REST, BRINDLEY FORD	7 FISHER STREET	STOKE-ON-TRENT	ST8 7QJ	SF344413	Freehold
200325	GELDART, CAMBRIDGE	1 AINSWORTH STREET	CAMBRIDGE	CB1 2PF	CB161314	Freehold
300037	GEORGE & DRAGON, ILFRACOMBE	4-5 FORE STREET	ILFRACOMBE	EX34 9ED	DN315086	Freehold
201680	GEORGE & DRAGON, MEXBOROUGH	CHURCH STREET	MEXBOROUGH	S64 0HE	SYK328478	Freehold
202324	GEORGE & DRAGON, NEWTON	CRAGG LANE	ALFRETON	DE55 5TN	DY182121	Freehold
300423	GEORGE & DRAGON, PORTSMOUTH	137 KINGSTON ROAD	PORTSMOUTH	PO2 7EB	HP543336	Freehold
113588	GEORGE HOTEL, GLOSSOP	34 NORFOLK STREET	GLOSSOP	SK13 7QU	DY213633	Freehold
200496	GEORGE HOTEL WELDON NR CORBY	5 STAMFORD ROAD	CORBY	NN17 3JL	NN160208	Freehold
300048	GEORGE INN, BACKWELL	125 FARLEIGH ROAD	BRISTOL	BS48 3PG	AV218730	Freehold
300101	GEORGE INN, GURNEY SLADE	GURNEY SLADE	RADSTOCK	BA3 4TQ	ST87584	Freehold
201156	GEORGE INN, HORNDEN	FINCHDEAN	WATERLOOVILLE	PO8 0AU	HP491387	Freehold
371749	GEORGE INN, HUNTINGDON	5-7 HIGH STREET	CAMBRIDGESHIRE	PE28 0TD	CB273692	Freehold
202756	GEORGE INN, PORTLAND	133 REFORNE	PORTLAND	DT5 2AP	DT267804	Freehold
201676	GEORGE, ALNWICK	83 BONDGATE WITHIN	ALNWICK	NE66 1HZ	ND63102	Freehold
202323	GEORGE, DAVENTRY	ST JAMES STREET	DAVENTRY	NN11 4AG	NN164641	Freehold
200326	GEORGE, GIRTON	71 HIGH STREET	CAMBRIDGE	CB3 0QD	CB161346	Freehold
200415	GEORGE HINTLESHAM	GEORGE STREET	IPSWICH	IP8 3NH	SK130829	Freehold
370739	GEORGE, LONDON	234 CHURCH LANE	LONDON	NW9 8SN	MX455334	Freehold
201791	GEORGE, MOLASH	THE STREET	CANTERBURY	CT4 8HE	K771754	Freehold
125936	GEORGE, RAMSEY	65 HIGH STREET	CAMBRIDGESHIRE	PE26 1AA	CB134344	Freehold
125936	GEORGE, RAMSEY	65 HIGH STREET	CAMBRIDGESHIRE	PE26 1AA	CB145327	Freehold
202754	GEORGE, ST HELENS	GEORGE STREET	MERSEYSIDE	WA10 1BU	MS432834	Freehold
200555	GIPIY MOYH, SELBY	FLAXLEY ROAD	NORTH YORKSHIRE	YO8 4BX	NYK1179	Freehold
202760	GLASSCUTTERS ARMS WORDSLEY	9 BARNETT STREET	STOURBRIDGE	DY8 5QL	WM368817	Freehold
201683	GLENDENNING ARMS, CO DURHAM	FRONT STREET	DURHAM	DH7 6SY	DU230113	Freehold

Daughter and Mary

74

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201687	GLOBE INN BRIGHOUSE	66 RASTRICK COMMON	BRIGHOUSE	HD6 3EL	WYK502226	Freehold
202765	GLOBE INN, HERSTON	3 BELL STREET	SWANAGE	BH19 2RY	DT243733	Freehold
202767	GLOBE INN, LUDLOW	3 MARKET STREET	LUDLOW	SY8 1BP	SL124605	Freehold
202763	GLOBE, LIVERPOOL	17 CASES STREET	LIVERPOOL	L1 1HW	MS425442	Freehold
200115	GNU INN NORTH HUMBERSIDE	THE GREEN	YORK	YO43 4SA	HS117722	Freehold
202770	GOAL POST WOLVERHAMPTON	107 WATERLOO ROAD	WOLVERHAMPTON	WV1 4RB	SF99172	Freehold
202771	GOAT PEN-Y-GROES	FFORDD YR ORSAF	CAERNARFON	LL54 6NW	WA940519	Freehold
200114	GOATHLAND HOTEL WHITBY	GOATHLAND	WHITBY	YO22 5LY	NYK140360	Freehold
201793	GOLDEN ARROW FOLKESTONE	89 ENBROOK VALLEY	FOLKESTONE	CT20 3NE	K283980	Freehold
202773	GOLDEN BALL, LONGTOWN	150 LIVERPOOL ROAD	PRESTON	PR4 5AU	LA851039	Freehold
202775	GOLDEN COCK TYAS	2 THE VILLAGE	HUDDERSFIELD	HD4 6UD	WYK503470	Freehold
202776	GOLDEN EAGLE, CHESHAM	ASHLEY GREEN	BUCKS	HP5 3PW	BM177532	Freehold
202779	GOLDEN FLEECE NOTTINGHAM	105 MANSFIELD ROAD	NOTTINGHAM	NG1 3FN	NT341769	Freehold
200220	GOLDEN FLEECE, WELLS NEXT SEA	THE QUAY	WELLS-NEXT-THE-SEA	NR23 1AH	NK99274	Freehold
200414	GOLDEN HIND IPSWICH	470 NACTON ROAD	IPSWICH	IP3 9NF	SK130793	Freehold
200011	GOLDEN LION HOTEL ROMANBY	7-9 AINDERBY ROAD	NORTHALLERTON	DL7 8HA	NYK97516	Freehold
200011	GOLDEN LION HOTEL ROMANBY	7-9 AINDERBY ROAD	NORTHALLERTON	DL7 8HA	NYK229356	Freehold
200921	GOLDEN LION CATERHAM ON-THE-H	TOWN END	CATERHAM	CR3 5UG	SY648931	Freehold
202783	GOLDEN LION, HODDESDON	23 HIGH STREET	HODDESDON	EN11 8SX	HD301638	Freehold
113684	GOLDEN LION PETERBOROUGH	CHURCH STREET	PETERBOROUGH	PE2 8HE	CB151171	Freehold
200819	GOLDEN LION STOCKTON	1 EAST END	STOCKTON-ON-TEES	TS21 3AU	CE215729	Freehold
300238	GOLDEN SWIFT HARLOW	HARBERTS ROAD, TODD BROOK	HARLOW	CM19 4AY	EX579612	Leasehold
200221	GORDON, NORWICH	88 GORDON AVENUE	NORWICH	NR7 0DR	NK82719	Freehold
201698	GOYT INN WHALEY BRIDGE	8 BRIDGE STREET	HIGH PEAK	SK23 7LR	DY231423	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202791	GRAND JUNCTION, TRING	BULBOURNE	TRING	HP23 5QE	HD301441	Freehold
898592	GRAND UNION LONDO	111 KENNINGTON ROAD	LONDON	SE11 6SF	194199	Leasehold
202796	GRAPES LEES	161 ST JOHN STREET	OLDHAM	OL4 3DR	GM820081	Freehold
300239	GREAT CHALVEDON HALL, PITSEA	RECTORY ROAD	BASILDON	SS13 2AN	EX227666	Leasehold
370741	GREAT WESTERN HAYES	DAWLEY ROAD	HAYES	UB3 1NF	AGL84278	Freehold
202802	GREEN DRAGON HOTEL WHISTON	DRAGON LANE	PRESCOT	L35 2UF	MS421982	Freehold
200012	GREEN INN SKELTON IN CLEVELAN	8 BOOSBECK ROAD	SALTBURN-BY-THE-SEA	TS12 2DD	CE125906	Freehold
200530	GREEN MAN COLNE	EAST STREET	HUNTINGDON	PE28 3LZ	CB146363	Freehold
202803	GREEN MAN INGLEWHITE	SILK MILL LANE	PRESTON	PR3 2LP	LA876111	Freehold
202804	GREEN MAN LONG ITCHINGTON	CHURCH ROAD	SOUTHAM	CV47 9PW	WK382430	Freehold
201017	GREEN MAN PRESTWOOD GT M	HIGH STREET	BUCKS	HP16 9EB	BM203403	Freehold
201017	GREEN MAN, PRESTWOOD GT M	HIGH STREET	BUCKS	HP16 9EB	BM312802	Freehold
200828	GREEN MAN, SANDRIDGE	31 HIGH STREET	ST ALBANS	AL4 9DD	HD328501	Freehold
200013	GREEN TREE INN, SALTBURN	90 HIGH STREET	SALTBURN-BY-THE-SEA	TS12 2PX	CE125899	Freehold
201700	GREEN TREE SPENNYMOOR	41 TUDHOE VILLAGE	SPENNYMOOR	DL16 6LE	DU142157	Freehold
201700	GREEN TREE, SPENNYMOOR	41 TUDHOE VILLAGE	SPENNYMOOR	DL16 6LE	DU230342	Freehold
201700	GREEN TREE, SPENNYMOOR	41 TUDHOE VILLAGE	SPENNYMOOR	DL16 6LE	DU232440	Leasehold
201700	GREEN TREE SPENNYMOOR	41 TUDHOE VILLAGE	SPENNYMOOR	DL16 6LE	DU236308	Freehold
300389	GREEN CROOK	7 BILLY ROW GREEN	CROOK	DL15 9TA	DU164739	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201440	GREENFIELD, YSTRAD	13-14 WILLIAM STREET	PENTRE	CF41 7QR	WA695176	Freehold
202806	GREENLAND FISHERY HOTEL, NESTO	1-3 PARKGATE ROAD	NESTON	CH64 9XF	CH440899	Freehold
201771	GREY GOAT, PENRITH	SANDGATE	PENRITH	CA11 7TJ	CU126542	Freehold
113547	GREY HORSE, ELVINGTON	MAIN STREET	YORK	YO41 4AG	NYK85676	Freehold
201702	GREY HORSE, SHILDON	2 BYERLEY ROAD	SHILDON	DL4 1JQ	DU230160	Freehold
202813	GREYHOUND INN, CARLISLE	BURGH BY SANDS	CARLISLE	CA5 6AN	CU126447	Freehold
202811	GREYHOUND, CHESTER	HIGH STREET	CHESTER	CH3 6PU	CH444110	Freehold
200412	GREYHOUND, CLAYDON	2 IPSWICH ROAD	IPSWICH	IP6 0AR	SK130738	Freehold
200227	GREYHOUND HICKLING	THE GREEN	NORWICH	NR12 0YA	NK99286	Freehold
202812	GREYHOUND, LIVERPOOL	343 EAST PRESCOT ROAD	LIVERPOOL	L14 2DD	MS428580	Freehold
201162	GREYHOUND, NR PANGBOURNE	HIGH STREET	READING	RG8 7EL	ON172422	Freehold
200225	GREYHOUND, WIVENHOE	62 HIGH STREET	COLCHESTER	CO7 9AZ	EX382135	Freehold
202816	GRIFFIN INN, GRESFORD	THE GREEN	WREXHAM	LL12 8RG	WA937396	Freehold
202817	GRIFFIN INN, MYNYDD ISA	102 MOLD ROAD	MOLD	CH7 6TF	WA937397	Freehold
116143	GRIFFIN INN, RHYDYFELIN	DYFFRYN ROAD	PONTYPRIDD	CF37 5NR	WA327309	Freehold
200228	GRIFFIN, SAXMUNDHAM	HIGH STREET	SAXMUNDHAM	IP17 3EP	SK95905	Freehold
202815	GRIFFIN, WIDNES	2 FARNWORTH STREET	WIDNES	WA8 9LH	CH443390	Freehold
300304	GROESLON HOTEL, ANGELSEY	BRYNSIENYCN	LLANFAIRPWLLGWYNGYLL	LL61 6TU	WAB88031	Freehold
202819	GROSVENOR ARMS, CHESTER	32 HANDBRIDGE	CHESTER	CH4 7JE	CH443384	Freehold
202820	GROVE, LIVERPOOL	145 BRECKFIELD ROAD NORTH	LIVERPOOL	L5 4QT	MS232508	Leasehold
202821	GROVE, NR WELLINGTON	WALCOT	TELFORD	TF6 5EN	SL124604	Freehold
201794	GUILDHALL FOLKESTONE	42 THE BAYLE	FOLKESTONE	CT20 1SQ	K88607	Freehold
200033	HALF MOON INN, RICHMOND	SILVER STREET	RICHMOND	DL10 6JH	NYK140365	Freehold
300041	HALF MOON, WHIPTON	88 WHIPTON VILLAGE ROAD	EXETER	EX4 8AW	DN321202	Freehold

① Slaughter and May
③ Slaughter and May

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202825	HALFWAY HOUSE, CARMEL	ALLT Y GOLCH	HOLYWELL	CH8 8QT	WA937398	Freehold
300315	HALFWAY HOUSE PRUDHOE	FRONT STREET	TYNE & WEAR	NE42 6JF	ND120743	Freehold
300315	HALFWAY HOUSE, PRUDHOE	FRONT STREET	TYNE & WEAR	NE42 6JF	ND120744	Freehold
202829	HALFWAY HOUSE RAME CROSS	HALFWAY HOUSE	PENRYN	TR10 9ED	CL150596	Freehold
202826	HALFWAY INN EXETER	AYLESBEARE	EXETER	EX5 2JP	DN417327	Freehold
202826	HALFWAY INN, EXETER	AYLESBEARE	EXETER	EX5 2JP	DN527809	Leasehold
202830	HALSETOWN INN ST IVES	HALSETOWN	ST IVES	TR26 3NA	CL161299	Freehold
200848	HANBURY TURN, WORCESTER	44 HANBURY ROAD	BROMSGROVE	B60 4LU	HW148935	Freehold
200422	HAND IN HAND TRIMLEY	318 HIGH ROAD	FELIXSTOWE	IP11 0RL	SK130784	Freehold
201718	HARBOUR, AMBLE	23 LEAZES STREET	MORPETH	NE65 0AA	ND63104	Freehold
201723	HARE & HOUNDS, APPLEBY	13 BOROUGHGATE	APPLEBY-IN-WESTMORLAND	CA16 6XF	CU147924	Freehold
200532	HARE & HOUNDS, EYNESBURY	BERKLEY STREET	ST NEOTS	PE19 2TX	CB145982	Freehold
202839	HARE & HOUNDS GORTON	187 ABBEY HEY LANE	MANCHESTER	M18 8TN	GM824686	Leasehold
202839	HARE & HOUNDS GORTON	187 ABBEY HEY LANE	MANCHESTER	M18 8TN	MAN188669	Leasehold
201171	HARE & HOUNDS LINGFIELD	LINGFIELD COMMON ROAD	LINGFIELD	RH7 6BZ	SY648933	Freehold
202837	HARE & HOUNDS, NR NORTHWICH	CROWTON	NORTHWICH	CW8 2RN	CH444105	Freehold
202840	HARE & HOUNDS OAKENGATES	HOLYHEAD ROAD	TELFORD	TF2 6DJ	SL124608	Freehold
200229	HARE, ROXWELL NR CHELMSFORD	BISHOPS STORTFORD ROAD	CHELMSFORD	CM1 4LU	EX382133	Freehold
201726	HARLINGTON INN, HARLINGTON	13 DONCASTER ROAD	DONCASTER	DN5 7HD	SYK328532	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200230	HARNSER, STALHAM	THE GREEN	NORWICH	NR12 9QA	NK99290	Freehold
202843	HARP ABERGELE	MARKET STREET	ABERGELE	LL22 7AF	WA940515	Freehold
202843	HARP, ABERGELE	MARKET STREET	ABERGELE	LL22 7AF	WA742830	Freehold
201088	HARPS INN ISLE OF SHEPPEY	MINSTER ROAD	SHEERNESS	ME12 3NR	K744837	Freehold
201727	HARROW INN TWEEDMOUTH	94-98 MAIN STREET	BERWICK-UPON-TWEED	TD15 2AD	ND112385	Freehold
371846	HARROW AYLESBURY	4 CAMBRIDGE STREET	AYLESBURY	HP20 1RS	BM260193	Freehold
200118	HART INN NR WHITBY	EAST ROW	WHITBY	YO21 3SU	NYK140311	Freehold
200118	HART INN, NR WHITBY	EAST ROW	WHITBY	YO21 3SU	NYK395457	Leasehold
201728	HAVELOCK ARMS FATFIELD	BONEMILL LANE	WASHINGTON	NE38 8AJ	TY355575	Freehold
202846	HAWKESTONE ARMS WEM	97 NEW STREET	SHREWSBURY	SY4 5AF	SL123350	Freehold
124491	HAWTHORN INN, HAWTHORN	CARDIFF ROAD	PONTYPRIDD	CF37 5AG	WA826073	Freehold
202847	HAWTHORNE, WARRINGTON	40 ORFORD LANE	WARRINGTON	WA2 7AF	CH443435	Leasehold
202847	HAWTHORNE, WARRINGTON	40 ORFORD LANE	WARRINGTON	WA2 7AF	CH445647	Freehold
202850	HAZEL PEAR ACTON BRIDGE	1 HILL TOP ROAD	NORTHWICH	CW8 3RA	CH445011	Freehold
202852	HELYAR ARMS YEOVIL	MOOR LANE	YEOVIL	BA22 9JR	WS1998	Freehold
300425	HEN & CHICKEN HORSHAM	WOTHING ROAD	HORSHAM	RH13 9BH	WSX255981	Freehold
300425	HEN & CHICKEN HORSHAM	WOTHING ROAD	HORSHAM	RH13 9BH	WSX234468	Freehold
202854	HEN & CHICKENS, BOLTON	143 DEANSGATE	BOLTON	BL1 1EX	GM820296	Leasehold
300091	HEN HOUSE HEDNESFORD	10 ESKRETT STREET	CANNOCK	WS12 1AR	SF168479	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300091	HEN HOUSE, HEDNESFORD	10 ESKRETT STREET	CANNOCK	WS12 1AR	SF168655	Freehold
200873	HENTY ARMS, FERRING	2 FERRING LANE	WORTHING	BN12 6QY	WSX192774	Freehold
202857	HEST BANK LANE, LANCASTER	2 HEST BANK LANE	LANCASTER	LA2 6DN	LA852119	Freehold
300394	HIGH OAK WARE	HIGH OAK ROAD	WARE	SG12 7PD	HD329405	Freehold
202858	HIGHFIELD INN, OLDHAM	578 RIPPONDEN ROAD	OLDHAM	OL4 2LN	GM825232	Leasehold
113683	HIGHGATE HUDDERSFIELD	284 NEW HEY ROAD	HUDDERSFIELD	HD3 4BU	WYK499637	Freehold
300359	HIGHLANDER, SWALWELL	5 FRONT STREET	NEWCASTLE UPON TYNE	NE16 3DW	TY374172	Freehold
300358	HIGHLANDER WINLATON	25 FRONT STREET	BLAYDON-ON-TYNE	NE21 6AF	TY354772	Freehold
128726	HIGHTOWN CASTLEFORD	34 LUMLY STREET	CASTLEFORD	WF10 5LB	WYK248807	Freehold
300360	HILTONBURY FARMHSE EASTLEIGH	NORTH MILLERS DALE	EASTLEIGH	SO53 1SZ	HP257490	Leasehold
300202	HOLLY BUSH, HEADLEY BORDON	HIGH STREET	BORDON	GU35 8PP	HP448031	Freehold
201247	HOLLY TREE, ENGLEFIELD GREEN	5 ST JUDES ROAD	EGHAM	TW20 0DB	SY648889	Freehold
300339	HOLLYBUSH, LEAMINGTON SPA	HOLLY STREET	LEAMINGTON SPA	CV32 4TN	WK231638	Freehold
202865	HOLT RAINHILL	285 WARRINGTON ROAD	PRESCOT	L35 8LA	MS421965	Freehold
202867	HOP POLE, CREWE	140-142 WISTASTON ROAD	CREWE	CW2 7RQ	CH443825	Freehold
116561	HORNS INN, RUGELEY	61 SLITTING MILL ROAD	RUGELEY	WS15 2UW	SF417148	Freehold
116561	HORNS INN RUGELEY	61 SLITTING MILL ROAD	RUGELEY	WS15 2UW	SF550279	Freehold
300465	HORSE & GROOM, CONSETT	CONSETT ROAD	CONSETT	DH8 9QQ	DJ171577	Freehold
201732	HORSE & GROOM GOLDTHORPE	BARNSELEY ROAD	ROTHERHAM	S63 9NE	SYK328475	Freehold
201163	HORSE & GROOM, MORTIMER	THE STREET	READING	RG7 3RD	BK183845	Freehold
202871	HORSE & GROOM, SALISBURY	54 WILTON ROAD	SALISBURY	SP2 7ES	WT184284	Freehold
201735	HORSE & JOCKEY ALTOFTS	47 CHURCH ROAD	NORMANTON	WF6 2NU	WYK510090	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201291	HORSE & JOCKEY COSELEY	ROBERT WYND	BILSTON	WV14 9SB	WM603598	Freehold
201737	HORSE & JOCKEY, HAZEL GROVE	201 LONDON ROAD	STOCKPORT	SK7 4HJ	GM628120	Freehold
202874	HORSE & JOCKEY, WILMSLOW	144 GRAVEL LANE	WILMSLOW	SK9 6EG	CH445025	Freehold
202874	HORSE & JOCKEY, WILMSLOW	144 GRAVEL LANE	WILMSLOW	SK9 6EG	CH578450	Freehold
202876	HORSESHOES, KETLEY	HOLYHEAD ROAD	TELFORD	TF1 5AE	SL124614	Freehold
200327	HORSESHOES NEWMARKET	MOULTON ROAD	NEWMARKET	CB8 8DU	SK150950	Freehold
300340	HORSLEY TAVERN TIPTON	238 HORSELEY HEATH	TIPTON	DY4 7QT	WM726096	Freehold
201443	HUMBER HOTEL, COVENTRY	HUMBER ROAD	COVENTRY	CV3 1BA	WK129743	Freehold
201796	HUNTSMAN & HORN, BROOMFIELD	BROOMFIELD	HERNE BAY	CT6 7AF	K764036	Freehold
202879	HUNTSMAN, IDE	2 HIGH STREET	EXETER	EX2 9RN	DN418547	Freehold
300398	HYDE PARK ST NEOTS	46 NEW STREET	ST NEOTS	PE19 1AJ	CB168704	Freehold
300049	IMP SOUTHVILLE BRISTOL	2 ALPHA ROAD	BRISTOL	BS3 1DH	AV216637	Freehold
202882	IMPERIAL HOTEL, CREWE	183 EDLESTON ROAD	CREWE	CW2 7HR	CH447005	Freehold
200164	INGLEBY ARMS GAINSBOROUGH	MARTON	LINCS	DN21 5AH	LL97112	Freehold
300075	INN BETWEEN, USK GWENT	53 BRIDGE STREET	USK	NP15 1BQ	WA394629	Freehold
200987	INN ON THE HILL HASLEMERE	LOWER STREET	SURREY	GU27 2PD	SY648516	Freehold
200987	INN ON THE HILL, HASLEMERE	LOWER STREET	SURREY	GU27 2PD	SY707866	Freehold
300004	INN ON THE SHORE DOWNDERRY	DOWNDERRY	TORPOINT	PL11 3JY	CL80227	Freehold
202884	IORWERTH ARMS, HOLYHEAD	HIGH STREET	HOLYHEAD	LL65 3PP	WA946776	Freehold
203483	IRON BRIDGE NORTHWICH	121 CHESTER ROAD	NORTHWICH	CW8 1HH	CH444120	Freehold
203483	IRON BRIDGE NORTHWICH	121 CHESTER ROAD	NORTHWICH	CW8 1HH	CH621319	Freehold
201742	ISABELLA, BLYTH	SOUTHEND AVENUE	BLYTH	NE24 5RW	ND112329	Freehold
202493	IVORY , URMSTON	17-21 FLIXTON ROAD	MANCHESTER	M41 5AW	GM74039	Freehold
202493	IVORY , URMSTON	17-21 FLIXTON ROAD	MANCHESTER	M41 5AW	LA260702	Freehold
202885	IVY LEAF, MACCLESFIELD	108 IVY ROAD	MACCLESFIELD	SK11 8NA	CH445541	Freehold
300316	JACKSONS HARTLEPOOL	TOWER STREET	HARTLEPOOL	TS24 7HH	CE79438	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201743	JARROW CRUSADER, JARROW	76 WALTER STREET	JARROW	NE32 3PQ	TY355318	Freehold
373131	JOHN BAIRD, LONDON	122 FORTIS GREEN ROAD	LONDON	N10 3HN	MX198341	Freehold
300114	JOHN BARLEYCORN, WARMINSTER	3 WEYMOUTH STREET	WARMINSTER	BA12 9NP	WT137599	Freehold
202892	JOHNSON ARMS DUNKIRK	ABBEY STREET	NOTTINGHAM	NG7 2NZ	NT341773	Freehold
300050	JOLLY COLLIERIES BEDMINSTER	57 WEST STREET	BRISTOL	BS3 3NU	AV215608	Freehold
201747	JOLLY CROFTER STOCKPORT	15 CASTLE STREET	STOCKPORT	SK3 9AB	GM599588	Freehold
201748	JOLLY DROVERS LEADGATE	LEADGATE	CONSETT	DH8 6RR	DU228872	Leasehold
201748	JOLLY DROVERS LEADGATE	LEADGATE	CONSETT	DH8 6RR	DU230443	Freehold
201748	JOLLY DROVERS, LEADGATE	LEADGATE	CONSETT	DH8 6RR	DU306766	Freehold
300203	JOLLY FARMER CLIDDES DEN	FARLEIGH ROAD	BASINGSTOKE	RG25 2JL	HP447690	Freehold
201749	JOLLY FISHERMAN, CRASTER	9 HAVEN HILL	ALNWICK	NE66 3TR	ND63105	Freehold
300152	JOLLY GARDENERS OLD WINDSOR	92-94 ST LUKES ROAD	WINDSOR	SL4 2QJ	BK88700	Freehold
201752	JOLLY POTTER SOUTH HYLTON	HIGH STREET	SUNDERLAND	SR4 0PZ	TY355315	Freehold
300290	JOLLY ROGER GOSPORT	156 PRIORY ROAD	GOSPORT	PO12 4LQ	HP566348	Freehold
201445	JOLLY SAILOR MACCLESFIELD	63 SUNDERLAND STREET	MACCLESFIELD	SK11 6HN	CH368848	Freehold
373040	JOLLY SAILOR PRESTATYN	FFORD PENRHWYLFA	PRESTATYN	LL19 8BP	WA990160	Freehold
200533	JOLLY SAILOR, RAMSEY	43 GREAT WHYTE	HUNTINGDON	PE26 1HH	CB146362	Freehold
200533	JOLLY SAILOR RAMSEY	43 GREAT WHYTE	HUNTINGDON	PE26 1HH	CB365851	Freehold
300375	JOLLY SAILOR, ROSSENDALE	BOOTH ROAD	ROSSENDALE	BB4 9BD	LA893912	Freehold
300375	JOLLY SAILOR, ROSSENDALE	BOOTH ROAD	ROSSENDALE	BB4 9BD	LA857129	Freehold
201022	JOLLY SPORTSMAN CHESHAM	ESKDALE AVENUE	CHESHAM	HP5 3AX	BM203384	Freehold
201135	JOLLY SPORTSMAN, EYNSHAM	2 LOMBARD STREET	WITNEY	OX29 4HT	ON172006	Freehold
201753	JUNCTION INN, QUEENSBURY	LANE SIDE	BRADFORD	BD13 1NE	WYK527674	Freehold
202900	JUNCTION INN ST HELENS	102 JUNCTION LANE	ST HELENS	WA9 3JL	MS425161	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200460	KAROOZE CAFE BAR BURY ST EDMU	ST ANDREWS STREET SOUTH	BURY ST EDMUNDS	IP33 1SD	SK130841	Freehold
202904	KAZBAH, TRURO	3-4 QUAY STREET	TRURO	TR1 2HB	CL149899	Freehold
202904	KAZBAH, TRURO	3-4 QUAY STREET	TRURO	TR1 2HB	CL102673	Freehold
203335	KEENANS MUSWELL HILL	89 COLNEY HATCH LANE	LONDON	N10 1LR	NGL387160	Leasehold
203335	KEENANS, MUSWELL HILL	89 COLNEY HATCH LANE	LONDON	N10 1LR	NGL382431	Freehold
300361	KENNEDYS, SOUTH SHIELDS	418 SOUTH ELDON STREET	SOUTH SHIELDS	NE33 5SY	TY374173	Freehold
202905	KEYWORTH TAVERN, KEYWORTH	FAIRWAY	NOTTINGHAM	NG12 5DW	NT3618	Freehold
201136	KING ALFREDS HEAD OXON	31 MARKET PLACE	WANTAGE	OX12 8AH	ON172011	Freehold
202906	KING OF PRUSSIA, KINGSBRIDGE	CHURCH STREET	KINGSBRIDGE	TQ7 1JB	DN382027	Freehold
300102	KING WILLIAM IV, WARMLEY	TOWER ROAD SOUTH	BRISTOL	BS30 8BL	AV218732	Freehold
300174	KING WILLIAM GLASTONBURY	19 MARKET PLACE	GLASTONBURY	BA6 9HL	ST87586	Freehold
300119	KING WILLIAM, SHEPTON MALLETT	WEST SHEPTON	SHEPTON MALLET	BA4 5UG	ST87588	Freehold
201858	KINGS HEAD, MAPPLEWELL	DARTON LANE	BARNLEY	S75 6AP	SYK328534	Freehold
201858	KINGS HEAD MAPPLEWELL	DARTON LANE	BARNLEY	S75 6AP	SYK369909	Freehold
201858	KINGS HEAD, MAPPLEWELL	DARTON LANE	BARNLEY	S75 6AP	SYK295403	Freehold
201858	KINGS HEAD MAPPLEWELL	DARTON LANE	BARNLEY	S75 6AP	SYK583068	Freehold
200903	KINGS ARMS HOTEL STANSTED	STATION ROAD	STANSTED	CM24 8BE	EX522974	Freehold
201046	KINGS ARMS, BROMYARD	45 HIGH STREET	BROMYARD	HR7 4AE	HW148937	Freehold
202910	KINGS ARMS CHAPEL EN LE FRITH	MARKET PLACE	HIGH PEAK	SK23 0EN	DY313069	Freehold
202910	KINGS ARMS CHAPEL EN LE FRITH	MARKET PLACE	HIGH PEAK	SK23 0EN	DY363888	Freehold
200365	KINGS ARMS DOVERCOURT	178 HIGH STREET	HARWICH	CO12 3AP	223155	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200365	KINGS ARMS, DOVERCOURT	178 HIGH STREET	HARWICH	CO12 3AP	EX533681	Freehold
202914	KINGS ARMS GRAIN BAR	4 DELPH ROAD	OLDHAM	OL4 2JX	GM871795	Leasehold
300126	KINGS ARMS, MONKTON FARLEIGH	42 MONKTON FARLEIGH	BRADFORD-ON-AVON	BA15 2QH	WT113257	Freehold
200166	KINGS ARMS NEWPORT	MAIN ROAD	BROUGH	HU15 2QS	HS152601	Freehold
201798	KINGS ARMS, SANDWICH	63-65 STRAND STREET	SANDWICH	CT13 9HN	K764037	Freehold
300453	KINGS ARMS SELBY	MAIN STREET	SELBY	YO8 5RG	NYK118090	Freehold
300023	KINGS ARMS TEIGNMOUTH	REGENT GARDENS	TEIGNMOUTH	TQ14 8SU	DN316123	Freehold
202915	KINGS ARMS WEYMOUTH	2 FRONT STREET	WEYMOUTH	DT3 4ET	DT267290	Freehold
202919	KINGS HEAD HOTEL BETHESDA	51 HIGH STREET	BANGOR	LL57 3AN	WA924853	Freehold
116352	KINGS HEAD INN CANNINGTON	12 HIGH STREET	BRIDGWATER	TA5 2HE	ST230297	Freehold
116352	KINGS HEAD INN CANNINGTON	12 HIGH STREET	BRIDGWATER	TA5 2HE	ST131167	Freehold
201859	KINGS HEAD, BISHOP AUCKLAND	176 NEWGATE STREET	BISHOP AUCKLAND	DL14 7EJ	DJ230179	Freehold
202916	KINGS HEAD, CHACEWATER	THE SQUARE	TRURO	TR4 8PY	CL150780	Freehold
202916	KINGS HEAD CHACEWATER	THE SQUARE	TRURO	TR4 8PY	CL123246	Freehold
202916	KINGS HEAD CHACEWATER	THE SQUARE	TRURO	TR4 8PY	CL176603	Freehold
300175	KINGS HEAD, CHEDDAR	1 SILVER STREET	CHEDDAR	BS27 3LE	ST88825	Freehold
200239	KINGS HEAD, CROMER	HIGH STREET	CROMER	NR27 9HG	NK99306	Freehold
202917	KINGS HEAD FALMOUTH	32 CHURCH STREET	FALMOUTH	TR11 3EQ	CL152278	Freehold
200333	KINGS HEAD, FEN DITTON	50 HIGH STREET	CAMBRIDGE	CB5 8ST	CB145881	Freehold
200421	KINGS HEAD, HADLEIGH	90 HIGH STREET	IPSWICH	IP7 5EF	SK130833	Freehold
371822	KINGS HEAD ILKESTON	6 MARKET PLACE	ILKESTON	DE7 8QA	DY322064	Freehold
371822	KINGS HEAD ILKESTON	6 MARKET PLACE	ILKESTON	DE7 8QA	DY322064	Freehold
200480	KINGS HEAD LINCOLN	NAVENBY	LINCOLN	LN5 0EE	LL97120	Freehold
202918	KINGS HEAD NR ATHERSTONE	OLD WATLING STREET	ATHERSTONE	CV9 2PA	WK338843	Freehold

Outlet ID	Outlet Name	Address Line 1	Address City	Post Code	Title Number	Tenure
300219	KINGS HEAD, REDLYNCH	THE ROW	SALISBURY	SP5 2JT	WT117693	Freehold
300403	KINGS HEAD, SOUTHMINSTER	HIGH STREET	SOUTHMINSTER	CM0 7QL	EX452736	Freehold
200497	KINGS HEAD, SYRESHAM BRACKLE	2 ABBEY ROAD	NORTHAMPTON	NN13 5HW	NN115482	Freehold
300103	KINGS HEAD UPPER WESTON	40 HIGH STREET	BATH	BA1 4BX	AV217182	Freehold
201826	KITES NEST, LIGHTPILL	106 BATH ROAD	STROUD	GL5 3TJ	GR188762	Freehold
202925	LADY HAMILTON, NESTON	HENLEY ROAD	LITTLE NESTON	CH64 0SG	CH22058	Freehold
201863	LAKE, MARSDEN	LAKE AVENUE	SOUTH SHIELDS	NE34 7AY	TY358386	Leasehold
202927	LAMB & FLAG, NR HAYLE	CANONSTOWN	HAYLE	TR27 6LU	CL151679	Freehold
202928	LAMB & FLAG, OTTERY ST MARY	BATTS LANE	OTTERY ST MARY	EX11 1EY	DN382126	Freehold
202929	LAMB AT EDGEMOND EDGMOND	29 SHREWSBURY ROAD	NEWPORT	TF10 8HU	SL129531	Freehold
202932	LAMB INN NR BATH	PARK ROAD	BRISTOL	BS39 7QQ	AV231176	Freehold
201864	LAMB INN OXENHOPE	DENHOLME ROAD	KEIGHLEY	BD22 9NU	WYK500092	Freehold
300429	LAMB INN, RINGWOOD	2 HIGHTOWN ROAD	RINGWOOD	BH24 1NW	HP533519	Freehold
201833	LAMB INN, STROUD	EASTCOMBE	STROUD	GL6 7DN	GR221879	Freehold
202926	LAMB WILLASTON	12 WISTASTON ROAD	NANTWICH	CW5 6PX	CH443793	Freehold
202936	LANDSEER, LONDON	37 LANDSEER ROAD	LONDON	N19 4JU	LN124843	Freehold
200813	LASERS BRIDGE ROAD	8 BRIDGE ROAD	STOCKTON-ON-TEES	TS18 3BW	CE40000	Leasehold
202939	LEOPARD INN, KINGSWINFORD	3 SUMMER STREET	KINGSWINFORD	DY6 9NA	WM433126	Freehold
202941	LIME KILN INN BRIDGEWATER	38 SALMON PARADE	BRIDGWATER	TA6 5LU	ST140395	Freehold
200137	LINCOLN ARMS, (OFF VICTORIA RO	LINCOLN WAY	BEVERLEY	HU17 8RH	HS117730	Freehold
202946	LION & LAMB HALESTON	FORE STREET	HELSTON	TR13 9RW	CL163203	Freehold
202946	LION & LAMB, HALESTON	FORE STREET	HELSTON	TR13 9RW	CL57691	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202946	LION & LAMB, HALESTON	FORE STREET	HELSTON	TR13 9RW	CL163203	Freehold
202943	LION, NEWTOWN	SHORT BRIDGE STREET	NEWTOWN	SY16 2LR	WA946772	Freehold
202844	LION, TELFORD	SHIFNAL ROAD	TELFORD	TF2 9NN	SL126532	Freehold
300092	LITTLE LARK, STUDLEY	108 ALCESTER ROAD	STUDLEY	B80 7NP	WK330850	Freehold
300094	LITTLE PACK HORSE, BEWDLEY	HIGH STREET	BEWDLEY	DY12 2DH	HW151646	Freehold
202953	LIVERPOOL ARMS, ANGLESEY	MACHINE STREET	AMLWCH	LL68 9HA	WA940505	Freehold
202954	LIVERPOOL ARMS, CHESTER	79 NORTHGATE STREET	CHESTER	CH1 2HQ	CH78807	Freehold
202955	LIVERPOOL ARMS, MENAI BRIDGE	ST GEORGES ROAD	MENAI BRIDGE	LL59 5EY	WA940505	Freehold
888590	LOCAL INN, MANSFIELD	ARMSTRONG ROAD	MANSFIELD	NG19 6JR	NT281177	Freehold
202956	LOCOMOTIVE INN, NEWTON ABBOT	35-37 EAST STREET	NEWTON ABBOT	TQ12 2JP	DN368421	Freehold
300024	LODDISWELL INN, LODDISWELL	LODDISWELL	KINGSBRIDGE	TQ7 4QJ	DN166874	Freehold
300024	LODDISWELL INN, LODDISWELL	LODDISWELL	KINGSBRIDGE	TQ7 4QJ	DN204699	Freehold
300024	LODDISWELL INN, LODDISWELL	LODDISWELL	KINGSBRIDGE	TQ7 4QJ	DN228769	Freehold
300242	LONDON FIELDS, LONDON	137 MARE STREET	LONDON	E8 3RH	EGL249857	Freehold
300038	LONDON INN, BRAUNTON	17 CAEN STREET	BRAUNTON	EX33 1AA	DN316124	Freehold
200638	LONDON INN, HORRABRIDGE	23 STATION ROAD	YELVERTON	PL20 7ST	DN371636	Freehold
200061	LORD BARRINGTON, NORTHUMBERLAN	STAKEFORD	CHOPPINGTON	NE62 6UA	ND82631	Freehold
202958	LORD CLYDE, BOLLINGTON	36 CLARKE LANE	MACCLESFIELD	SK10 5AH	CH445542	Freehold
200015	LORD NELSON INN, STOCKTON ON T	KING STREET	STOCKTON-ON-TEES	TS18 2EL	CE114699	Freehold
202960	LORD NELSON, CROSTON	OUT LANE	LEYLAND	PR26 9HJ	LA901542	Freehold
202960	LORD NELSON, CROSTON	OUT LANE	LEYLAND	PR26 9HJ	LA657290	Freehold
202859	LORD NELSON, LIVERPOOL	146 EAST PRESCOT ROAD	LIVERPOOL	L14 5ND	MS425449	Freehold
202961	LORD ROBERTS, NOTTINGHAM	24 BROAD STREET	NOTTINGHAM	NG1 3AN	NT341770	Freehold
202333	LOUDON ARMS, DERBY	4 LOUDON STREET	DERBY	DE23 8ER	DY218184	Freehold
371834	LYNDON, SOLIHULL	BARN LANE	SOLIHULL	B92 7LY	WM735369	Freehold
113693	MAD COW, SHANKLIN	64 HIGH STREET	SHANKLIN	PO37 6JN	IW34708	Freehold

08 Slaughter and Hagg

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202964	MAJORS ARMS WIDNES	28 MILLFIELD ROAD	WIDNES	WA8 6QR	CH443389	Freehold
300380	MALL WOODHALL SPA	STATION ROAD	LINCOLNSHIRE	LN10 6QL	LL73852	Freehold
202965	MALLARD, COTMANBHAY	HEANOR ROAD	ILKESTON	DE7 8TJ	DY313014	Freehold
300269	MALLARD SEAHAM	STOCKTON ROAD	SEAHAM	SR7 8EP	DU226908	Freehold
200084	MALT SHOVEL, YORK	MAIN STREET	YORK	YO62 4LF	NYK140354	Freehold
201063	MAN WITHIN COMPASS, WHITWICK	LOUGHBOROUGH ROAD	COALVILLE	LE67 5AS	LT271977	Freehold
202970	MANOR HOUSE NR COVENTRY	COVENTRY ROAD	COVENTRY	CV7 8ET	WK382706	Freehold
373168	MANOR INN, BRIXHAM	2 STOKE GABRIEL ROAD	BRIXHAM	TQ5 0NL	DN85153	Freehold
202973	MARINE, SIDMOUTH	THE ESPLANADE	SIDMOUTH	EX10 8BB	DN416931	Freehold
202974	MARINE, WATERLOO	3-5 SOUTH ROAD	LIVERPOOL	L22 5PE	MS425438	Freehold
300005	MARK OF FRIENDSHIP MILLBROOK	NEW STREET	PLYMOUTH	PL10 1BY	CL83864	Freehold
202975	MARKET HOTEL, ELLESMERE	SCOTLAND STREET	ELLESMERE	SY12 0EG	SL121126	Freehold
300052	MARKET INN, YATTON BRISTOL	1 NORTH END ROAD	BRISTOL	BS49 4AL	AV216628	Freehold
201884	MARKET TAVERN, ALNWICK	7 FENKLE STREET	ALNWICK	NE66 1HW	ND112358	Freehold
201883	MARKET TAVERN BEDLINGTON	8 MARKET PLACE	BEDLINGTON	NE22 5TN	ND112503	Freehold
202976	MARKET VAULTS, LLANGFNI	HIGH STREET	ANGLESEY	LL77 7LR	WA925884	Freehold
202977	MARMION TAVERN, SOUTHSEA	20 MARMION ROAD	SOUTHSEA	PO5 2BA	HP533636	Freehold
202978	MARQUIS OF GRANBY WARRINGTON	53 CHURCH STREET	WARRINGTON	WA1 2SZ	CH444119	Freehold
300128	MASONS ARMS, FROME	MARSTON GATE	FROME	BA11 4DJ	ST88828	Freehold
202980	MASONS ARMS, KEMBERTON	HALL LANE	SHIFNAL	TF11 9LQ	SL129518	Freehold
201890	MASONS ARMS SHEFFIELD	270 LANGSETT ROAD	SHEFFIELD	S6 2UE	SYK158049	Freehold
201890	MASONS ARMS SHEFFIELD	270 LANGSETT ROAD	SHEFFIELD	S6 2UE	SYK292297	Freehold
201890	MASONS ARMS, SHEFFIELD	270 LANGSETT ROAD	SHEFFIELD	S6 2UE	SYK248754	Freehold
202981	MASONS ARMS, TORQUAY	110-112 BABBACOMBE ROAD	TORQUAY	TQ1 3SY	DN368423	Freehold
202335	MASONS HUCKNALL	WATNALL ROAD	NOTTINGHAM	NG15 6EY	NT315040	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201895	MAYFLOWER, IMMINGHAM	MARGARET STREET	IMMINGHAM	DN40 1JY	HS41334	Leasehold
300270	MAYFLOWER LEICESTER	GERVAS ROAD	LEICESTER	LE5 2EH	LT300689	Freehold
202983	MAYPOLE, ACTON BRIDGE	HILL TOP ROAD	NR NORTHWICH	CW8 3RA	CH446339	Freehold
202698	MAYQUAY KINMEL BAY	FORYD ROAD	RHYL	LL18 5AR	WA934869	Freehold
201896	MEADOW HOUSE BERWICK	NORTH ROAD	BERWICK-UPON-TWEED	TD15 1UR	ND112498	Leasehold
201896	MEADOW HOUSE BERWICK	NORTH ROAD	BERWICK-UPON-TWEED	TD15 1UR	ND113130	Freehold
202986	MERMAID INN ISLES OF SCILLY	THE BANK	ISLES OF SCILLY	TR21 0HY	CL151675	Freehold
202988	MIDLAND HOTEL, STAPLEFORD	DERBY ROAD	NOTTINGHAM	NG9 7AZ	NT341767	Freehold
202992	MILITARY ARMS, SANDBACH	CONGLETON ROAD	SANDBACH	CW11 1HJ	CH440901	Freehold
202993	MILL TAVERN, FLINT	80 NORTHOP ROAD	FLINT	CH6 5LQ	WA937402	Freehold
202995	MILLSTONE PEN-Y-FFORD	HAWARDEN ROAD	CHESTER	CH4 0JE	WA953537	Freehold
202997	MILTON ARMS, WINERBORNE	DORCHESTER HILL	BLANDFORD FORUM	DT11 0HW	DT310677	Freehold
202997	MILTON ARMS, WINERBORNE	DORCHESTER HILL	BLANDFORD FORUM	DT11 0HW	DT267069	Freehold
202337	MINERS ARMS CHURCH GRESLEY	GEORGE STREET	SWADLINCOTE	DE11 9NT	DY349508	Freehold
202999	MINERS ARMS ST AGNES	MITHIAN	ST AGNES	TR5 0QF	CL151888	Freehold
300053	MINERS ARMS ST WERBURGHS	136 MINA ROAD	BRISTOL	BS2 9YQ	AV216163	Freehold
203000	MISSING BIRMINGHAM	48 BROMSGROVE STREET	BIRMINGHAM	B5 6NU	WM575756	Leasehold
300177	MITRE INN GLASTONBURY	27 BENEDICT STREET	GLASTONBURY	BA6 9NE	ST93169	Freehold
201902	MONTAGU ARMS MEXBOROUGH	HIGH STREET	MEXBOROUGH	S64 9AF	SYK328493	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201903	MONUMENT PENSHAW	OLD PENSHAW	HOUGHTON LE SPRING	DH4 7ER	TY355572	Freehold
300044	MOOREND SPOUT NAILSEA	1 UNION STREET	BRISTOL	BS48 4BB	AV216606	Freehold
200825	MOORSIDE, MOORSIDE	693 RIPPONDEN ROAD	OLDHAM	OL1 4SA	LA265058	Freehold
201906	MOSS ROSE KEARSLEY	1 MANCHESTER ROAD	BOLTON	BL4 8QG	GM702490	Freehold
201906	MOSS ROSE KEARSLEY	1 MANCHESTER ROAD	BOLTON	BL4 8QG	GM537965	Freehold
201185	MOUNT PLEASANT SHEFFIELD	291-293 DERBYSHIRE LANE	SHEFFIELD	S8 8SG	SYK350247	Freehold
370596	MOUNT TAVERN WOLVERHAMPTON	245 PENN ROAD	WOLVERHAMPTON	WV4 5SF	WM734916	Freehold
114207	MOUNTAIN DEW , ATHERTON	23-25 MARKET STREET	MANCHESTER	M46 0DW	GM867117	Freehold
203007	MR THOMAS CHOP HOUSE, MANCHES	52 CROSS STREET	MANCHESTER	M2 7AR	MAN108202	Leasehold
203007	MR THOMAS CHOP HOUSE MANCHES	52 CROSS STREET	MANCHESTER	M2 7AR	MAN109653	Leasehold
203008	MULBERRY BUSH MACCLESFIELD	2 CARISBROOK AVENUE	MACCLESFIELD	SK10 2RW	CH453473	Freehold
201799	MULBERRY TREE, MARGATE	DANE ROAD	MARGATE	CT9 2AE	K342755	Freehold
201799	MULBERRY TREE MARGATE	DANE ROAD	MARGATE	CT9 2AE	K342756	Freehold
201908	NAGS HEAD HECKINGTON	34 HIGH STREET	SLEAFORD	NG34 9QZ	LL92343	Freehold
300271	NAGS HEAD LEICESTER	41 CROSS STREET	LEICESTER	LE19 4NJ	LT300690	Freehold
203011	NAGS HEAD NOTTINGHAM	CARLTON HILL	NOTTINGHAM	NG4 1FN	NT341768	Freehold
203014	NAGS HEAD WILLASTON	87 WISTASTON ROAD	NANTWICH	CW5 6QP	CH453474	Freehold
201097	NAGS HEAD, WINSLOW BUCK	39 SHEEP STREET	BUCKINGHAM	MK18 3HL	BM203313	Freehold
300455	NAGS HEAD, WOOTON	THORNTON ROAD	ULCEBY	DN39 6SJ	HS206966	Freehold
203493	NAKATCHA, NANTWICH	20-22 WELSH ROW	NANTWICH	CW5 5ED	CH443779	Freehold
203015	NANT INN BUCKLEY	PADESWOOD ROAD	BUCKLEY	CH7 2JN	WA934818	Freehold
202481	NAPTON BRIDGE INN WARKS	SOUTHAM ROAD	SOUTHAM	CV47 8NQ	WK383771	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200950	NAVIGATION INN BREASTON	RISLEY LANE	DERBY	DE72 3BP	DY259050	Freehold
201912	NAVIGATION INN, GNOSALL	NEWPORT ROAD	STAFFORD	ST20 0BN	SF321551	Freehold
203016	NAVIGATION INN SHARDLOW	143 LONDON ROAD	DERBY	DE72 2HA	DY312863	Freehold
203017	NAVIGATION INN STOKE PRIOR	57 HANBURY ROAD	BROMSGROVE	B60 4LB	HW104132	Freehold
203019	NEEDLEMAKERS ARMS ILKESTON	KENSINGTON STREET	ILKESTON	DE7 5NY	DY316824	Freehold
300054	NELSON ARMS CHURCHILL	SKINNERS LANE	WINSCOMBE	BS25 5PW	AV218022	Freehold
200615	NEW AIREDALE, AIREDALE	197 HOLYWELL LANE	CASTLEFORD	WF10 3HH	WYK520501	Freehold
203021	NEW BRIDGE MOSSLEY	MICKLEHURST ROAD	ASHTON-UNDER-LYNE	OL5 9HT	GM820068	Freehold
371506	NEW CHIMNEYS, ASHFORD	LOUDON WAY	ASHFORD	TN23 3JJ	K610755	Freehold
300104	NEW CROWN NEWBRIDGE	21 NEWBRIDGE HILL	BATH	BA1 3PW	AV216161	Freehold
300055	NEW FOUND OUT TOTTERDOWN	60 GREEN STREET	BRISTOL	BS3 4UB	AV215611	Freehold
200085	NEW GLOBE, MALTON	1-5 YORKERSGATE	MALTON	YO17 7AA	NYK183484	Freehold
300129	NEW INN, CHIPPENHAM	25 NEW ROAD	CHIPPENHAM	SN15 1HS	WT112829	Freehold
370943	NEW INN, DURKAR WAKEFIELD	DENBY DALE ROAD EAST	DURKAR WAKEFIELD	WF4 3AX	WYK452296	Freehold
370943	NEW INN, DURKAR WAKEFIELD	DENBY DALE ROAD EAST	DURKAR WAKEFIELD	WF4 3AX	WYK683212	Freehold
202208	NEW INN, GAWBER	REDBROOK ROAD	BARNSELEY	S75 2RG	SYK317547	Freehold
203201	NEW INN, HOUNSDOWN	MAIN ROAD	SOUTHAMPTON	SO40 7EP	HP300089	Freehold
203027	NEW INN ILKESTON	77 BATH STREET	ILKESTON	DE7 8AJ	DY313068	Freehold
201918	NEW INN KENDAL	98 HIGHGATE	KENDAL	LA9 4HE	CU148174	Freehold
203028	NEW INN, MORECAMBE	2 POULTON SQUARE	MORECAMBE	LA4 5PZ	LA871208	Freehold
203029	NEW INN, PENRYN	CHURCH ROAD	PENRYN	TR10 9HN	CL151879	Freehold
203029	NEW INN PENRYN	CHURCH ROAD	PENRYN	TR10 9HN	CL196643	Freehold
203029	NEW INN, PENRYN	CHURCH ROAD	PENRYN	TR10 9HN	CL298882	Freehold
200247	NEW INN, ROUGHTON	NORWICH ROAD	NORWICH	NR11 8SJ	NK145263	Freehold
201917	NEW INN, STAINFORTH	SOUTH BANK	DONCASTER	DN7 5AW	SYK370174	Freehold
203031	NEW INN, WAREHAM	CHURCH KNOWLE	WAREHAM	BH20 5NQ	DT267836	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203032	NEW INN WEYMOUTH	488 LITTLEMOOR ROAD	WEYMOUTH	DT3 5NY	DT267806	Freehold
201172	NEW MOON, STORRINGTON	13 HIGH STREET	PULBOROUGH	RH20 4DR	WSX192772	Freehold
201459	NEWBOLD CROWN, RUGBY	2 MAIN STREET	RUGBY	CV21 1HW	WK350199	Freehold
201459	NEWBOLD CROWN RUGBY	2 MAIN STREET	RUGBY	CV21 1HW	WK383772	Freehold
300016	NEWMARKET INN, LAUNCESTON	1 RACE HILL	LAUNCESTON	PL15 9BA	CL77956	Freehold
203034	NEWSTEAD ABBEY, BULWELL	ST ALBANS ROAD	NOTTINGHAM	NG6 9JS	NT349775	Freehold
300362	NOAHS ARK DERBY	23 MORLEDGE	DERBY	DE1 2AW	DY200350	Freehold
201929	NORTON TAVERN NORTON	STATION ROAD	STOCKTON-ON-TEES	TS20 1PE	CE150516	Freehold
201838	NOTTINGHAM ARMS TEWKESBURY	HIGH STREET	TEWKESBURY	GL20 5JU	GR188767	Freehold
371698	NUTHALL NOTTINGHAM	NUTHALL ROAD	NOTTINGHAM	NG8 6AX	NT241235	Freehold
300435	OAK INN, CHRISTCHURCH	57 MARTINS HILL LANE	CHRISTCHURCH	BH23 7NW	DT284390	Freehold
200040	OAK TREE INN, DARLINGTON	YARM ROAD	DARLINGTON	DL2 1HN	DU186983	Freehold
200093	OAK WHEEL SCARBOROUGH	BURNISTON	NORTH YORKSHIRE	YO13 0HR	NYK140314	Freehold
203038	OAK NR WELSHPOOL	GUILDFIELD	WELSHPOOL	SY21 9NH	WA927838	Freehold
201934	ODDFELLOWS ARMS ALNWICK	35 NARROWGATE	ALNWICK	NE66 1JN	ND112501	Freehold
201932	ODDFELLOWS ARMS CARLTON	HIGH STREET	GOOLE	DN14 9LY	NYK222227	Freehold
203041	ODDFELLOWS ARMS CHESTER	64 FRODSHAM STREET	CHESTER	CH1 3JL	CH72639	Freehold
203042	ODDFELLOWS ARMS DAVENHAM	1 HARTFORD ROAD	NORTHWICH	CW9 8JA	CH444121	Freehold
200939	OFFLEY ARMS, MADELEY NR	POOLSIDE	CREWE	CW3 9DX	SF346987	Freehold
371845	OLD BEAR, COBHAM	RIVERHILL	COBHAM	KT11 3DX	SY327559	Freehold
119254	OLD BELL RYE	33 THE MINT	RYE	TN31 7EN	ESX182837	Freehold
203049	OLD BOATHOUSE, ASTLEY	HIGHER GREEN LANE	MANCHESTER	M29 7JB	GM827125	Freehold
201294	OLD CASTLE, BRIDGNORTH	10-11 WEST CASTLE STREET	BRIDGNORTH	WV16 4AB	SL80355	Freehold
300228	OLD COMICAL SANDOWN IOW	15 ST JOHNS ROAD	SANDOWN	PO36 8ES	IW37138	Leasehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300228	OLD COMICAL SANDOWN IOW	15 ST JOHNS ROAD	SANDOWN	PO36 8ES	IW36941	Freehold
203052	OLD CROSS STAPLEFORD	26 CHURCH STREET	NOTTINGHAM	NG9 8DA	NT341765	Freehold
300399	OLD FORGE INN, WHITMINSTER	WHITMINSTER	GLOUCESTER	GL2 7NY	GR241585	Freehold
300156	OLD GEORGE COLNBROOK	146 HIGH STREET	SLOUGH	SL3 0LX	BK330077	Freehold
203057	OLD GRAPES LITTLE QUAY ST	LITTLE QUAY STREET	MANCHESTER	M3 3JU	GM509013	Leasehold
201157	OLD HOUSE AT HOME, WEST WITTER	CAKEHAM ROAD	CHICHESTER	PO20 8AD	WSX192428	Freehold
114287	OLD MALT SCOOP, CREDITON	LAFORD	CREDITON	EX17 6PZ	DN221240	Freehold
200554	OLD MARINER WOODBRIDGE	26 NEW STREET	WOODBIDGE	IP12 1DX	SK130727	Freehold
300305	OLD MARKET, ALTRINCHAM	OLD MARKET PLACE	ALTRINCHAM	WA14 4DN	GM808691	Freehold
203060	OLD OAK INN, HOGHTON	143 HOGHTON LANE	PRESTON	PR5 0JE	LA871207	Freehold
300183	OLD PIER TAV BURNHAM O SEA	PIER STREET	BURNHAM-ON-SEA	TA8 1BT	ST98426	Freehold
300183	OLD PIER TAV, BURNHAM O SEA	PIER STREET	BURNHAM-ON-SEA	TA8 1BT	ST100719	Freehold
201115	OLD PLOUGH, BRAUNSTON DAV	82 HIGH STREET	DAVENTRY	NN11 7HS	NN170845	Freehold
203062	OLD PLOUGH, TRURO	CHURCH ROAD	TRURO	TR4 9DY	CL150796	Freehold
203064	OLD QUAY INN TRURO	32-33 ST JOHNS TERRACE	TRURO	TR3 6ND	CL150805	Freehold
203064	OLD QUAY INN, TRURO	32-33 ST JOHNS TERRACE	TRURO	TR3 6ND	CL294136	Freehold
203065	OLD ROYAL OAK, BITTISWELL	VALLEY LANE	LUTTERWORTH	LE17 4SA	LT315153	Freehold
200069	OLD SHIP INN HARTON VILLAGE	147 SUNDERLAND ROAD	SOUTH SHIELDS	NE34 6NQ	TY168749	Freehold
203066	OLD SHIP INN UPWEY	7 RIDGWAY	WEYMOUTH	DT3 5QQ	DT267285	Freehold
201218	OLD STAR UTTOXETER	QUEEN STREET	UTTOXETER	ST14 8HJ	SF344391	Freehold
203068	OLD TRAMWAY, STRATFORD UPON AV	91 SHIPSTON ROAD	STRATFORD-UPON-AVON	CV37 7LW	WK383773	Freehold
373133	OLD WHEATSHEAF ENFIELD	3 WINDMILL HILL	ENFIELD	EN2 6SE	AGL84329	Freehold
371826	OLD WHITE HART, LEEDS	BEESTON	LEEDS	LS11 8BZ	WYK689222	Freehold
371826	OLD WHITE HART LEEDS	BEESTON	LEEDS	LS11 8BZ	WYK217529	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203069	OLD WINE VAULTS NOTTS	CHURCH STREET	EASTWOOD	NG16 3BP	NT341766	Freehold
371819	OLDE BARBRIDGE INN, BARBRIDGE	OLD CHESTER ROAD	BARBRIDGE	CW5 6AY	CH149639	Freehold
300087	OLDE OAK, ROGERSTONE	RUSKIN AVENUE	NEWPORT	NP10 0AA	WA20829	Freehold
300087	OLDE OAK, ROGERSTONE	RUSKIN AVENUE	NEWPORT	NP10 0AA	WA786863	Freehold
300220	OLDE VILLAGE BEMBRIDGE IOW	61 HIGH STREET	BEMBRIDGE	PO35 5SF	IW29444	Freehold
371847	ON THE WATERFRONT, EXETER	5/9 SOUTHERN WAREHOUSE	EXETER	EX2 4AP	DN179628	Leasehold
200238	ORANGE TREE KINGS LYNN	THORNHAM	PETERBOROUGH	PE36 6LY	NK100829	Freehold
300185	ORCHARD, HIGHBRIDGE	102 CHURCH ROAD	HIGHBRIDGE	TA9 3SA	ST68143	Freehold
370831	OSIDGE ARMS LONDON	HAMPDEN SQUARE	LONDON	N14 5DS	AGL84332	Freehold
200039	OTTER & FISH INN, HURWORTH DA	1 STRAIT LANE	CO DURHAM	DL2 2AH	DUI65752	Freehold
200039	OTTER & FISH INN HURWORTH DA	1 STRAIT LANE	CO DURHAM	DL2 2AH	DU220168	Freehold
203071	OWD BETTS, NORDEN	EDENFIELD ROAD	ROCHDALE	OL12 7TY	GM823393	Freehold
201945	OXBRIDGE STOCKTON-ON-TEES	17 OXBRIDGE LANE	STOCKTON-ON-TEES	TS18 4AW	CE150486	Freehold
201945	OXBRIDGE, STOCKTON-ON-TEES	17 OXBRIDGE LANE	STOCKTON-ON-TEES	TS18 4AW	CE114616	Freehold
203076	OXFORD INN, REDRUTH	28 FORE STREET	REDRUTH	TR15 2BQ	CL150804	Freehold
203076	OXFORD INN, REDRUTH	28 FORE STREET	REDRUTH	TR15 2BQ	CL293928	Freehold
200416	P J MCGINTY & SONS, IPSWICH	15 NORTHGATE STREET	IPSWICH	IP1 3BY	SK130794	Freehold
203078	PACK HORSE CULCETH	55 CHURCH LANE	WARRINGTON	WA3 5ET	CH443396	Freehold
203079	PACKET HOUSE, GREENFIELD	MOSTYN ROAD	HOLYWELL	CH8 7EJ	WA937401	Freehold
202492	PACKET HOUSE PATRICROFT	321 LIVERPOOL ROAD	MANCHESTER	M30 8GF	GM821085	Freehold
203080	PACKHORSE BROCKEN CROSS	12 CHELFORD ROAD	MACCLESFIELD	SK10 3LG	CH453475	Freehold
203081	PADDY'S GOOSE, MANCHESTER	29 BLOOM STREET	MANCHESTER	M1 3JE	GM651354	Freehold
300221	PAINTERS ARMS COWES IOW	51 CROSS STREET	COWES	PO31 7TA	IW29450	Freehold
300289	PALM TREE CANE END	READING ROAD	READING	RG4 9HE	ON225420	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201948	PALM TREE, WALKLEY	35 PALM STREET	SHEFFIELD	S6 2XF	SYK301224	Freehold
200341	PALOMINO, NEWMARKET	122 VALLEY WAY	NEWMARKET	CB8 0QQ	SK136244	Freehold
117017	PARK INN DOVER	1-2 PARK PLACE	DOVER	CT16 1DQ	K684950	Freehold
203085	PARKSIDE, PRESTWICH	281 BURY OLD ROAD	MANCHESTER	M25 1JA	LA255447	Leasehold
201949	PARKWOOD, HARTBURN	64-66 DARLINGTON ROAD	STOCKTON-ON-TEES	TS18 5ER	CE150390	Freehold
116131	PEACOCK INN, BORASTON	WORCESTER ROAD	TENBURY WELLS	WR15 8LL	SL62187	Freehold
201951	PEACOCK STANLEY	TANFIELD	STANLEY	DH9 9PX	DU230431	Freehold
200500	PEACOCK, TOWCESTER	97 WATLING STREET WEST	TOWCESTER	NN12 6AG	NN151221	Freehold
201953	PEAR TREE INN MIRFIELD	259 HUDDERSFIELD ROAD	MIRFIELD	WF14 9DL	WYK527688	Freehold
203092	PEELS ARMS, SPRINGHEAD	143 DEN LANE	OLDHAM	OL4 4RE	GM828124	Freehold
300437	PEG & PARROT, TOTTON	44 RUMBRIDGE STREET	SOUTHAMPTON	SO40 9DS	HP343682	Freehold
300438	PELHAM PORTSMOUTH	78 CHICHESTER ROAD	PORTSMOUTH	PO2 0AH	PM4966	Freehold
203094	PENRHOS ARMS ANGLESEY	FFORDD CAERGYBI	LLANFAIRPWLLGWYNGYLL	LL61 5YQ	WA940504	Freehold
200514	PERSEVERANCE, NORWICH	35-37 ADELAIDE STREET	NORWICH	NR2 4JD	NK124237	Freehold
202762	PESTO FARNWORTH WIDNES	217 BIRCHFIELD ROAD	WIDNES	WA8 9AH	CH440903	Freehold
203123	PETERVILLE INN CORNWALL	PETERVILLE	ST AGNES	TR5 0QU	CL162754	Freehold
203123	PETERVILLE INN, CORNWALL	PETERVILLE	ST AGNES	TR5 0QU	CL151889	Freehold
203095	PHEASANT INN NEWQUAY	CHURCHTOWN	NEWQUAY	TR8 5LJ	CL150787	Freehold
203096	PHOENIX, CORBY	129 BEANFIELD AVENUE	CORBY	NN18 0AY	NN212331	Leasehold
202346	PHOENIX, HIGH GREEN	GREENGATE LANE	SHEFFIELD	S35 3GS	SYK380240	Freehold
300294	PHOENIX, PORTSMOUTH	51-55 TORRINGTON ROAD	PORTSMOUTH	PO2 0TN	PM811	Freehold
200436	PICKEREL, STOWMARKET	65 STOWUPLAND STREET	STOWMARKET	IP14 1EQ	SK130743	Freehold

Slaughter and May

Outlet ID	Outlet Name	Address Line 1	Address City	Post Code	Title Number	Tenure
203099	PICKERING ARMS, THELWALL	BELL LANE	WARRINGTON	WA4 2SU	CH443422	Freehold
203100	PIED BULL, NEWTON LE WILLOWS	54 HIGH STREET	NEWTON-LE-WILLOWS	WA12 9SH	MS424139	Freehold
300364	PIER, SOUTH SHIELDS	140-142 OCEAN ROAD	SOUTH SHIELDS	NE33 2JF	TY374174	Freehold
202347	PIKE & EEL, GRANGE ESTATE	1 TAMAR SQUARE	DAVENTRY	NN11 4RB	NN187977	Freehold
371307	PIPER, CHESTER	PIPERS LANE	CHESTER	CH2 3LS	CH72638	Freehold
300168	PLAISTERS WINCHCOMBE	ABBEY TERRACE	CHELtenham	GL54 5LL	GR144201	Freehold
200568	PLOUGH INN, CROPWELL BUTLER	MAIN STREET	NOTTINGHAM	NG12 3AB	NT250427	Freehold
200126	PLOUGH INN, GOOLE	SHEARBURN TERRACE	GOOLE	DN14 9JJ	HS117738	Freehold
203115	PLOUGH INN, MACCLESFIELD	32 PRESTBURY ROAD	MACCLESFIELD	SK10 1AU	CH441154	Freehold
201840	PLOUGH INN, PRESTBURY	MILL STREET	CHELtenham	GL52 3BG	GR188750	Freehold
201959	PLOUGH ALNWICK	24 BONDGATE WITHOUT	ALNWICK	NE66 1PN	ND67109	Freehold
200977	PLOUGH, CLACTON-ON-SEA	1 NORTH ROAD	CLACTON-ON-SEA	CO15 4DA	EX32102	Freehold
200917	PLOUGH, CLACTON ON SEA	1 NORTH ROAD	CLACTON-ON-SEA	CO15 4DA	EX32101	Freehold
203107	PLOUGH, GALGATE	GALGATE	LANCASTER	LA2 0LQ	LA873038	Freehold
203107	PLOUGH, GALGATE	GALGATE	LANCASTER	LA2 0LQ	LAN143201	Leasehold
203107	PLOUGH GALGATE	GALGATE	LANCASTER	LA2 0LQ	LA600661	Freehold
201960	PLOUGH, MORPETH	ELLINGTON	MORPETH	NE61 5JB	ND112381	Freehold
203108	PLOUGH SHREWSBURY	CHAPEL STREET	SHREWSBURY	SY5 0RJ	SL118529	Freehold
201221	PLOUGH, UTTOXETER	STAFFORD ROAD	UTTOXETER	ST14 8DW	SF344392	Freehold
900537	PLUME OF FEATHERS, BARLASTON	STATION ROAD	STOKE-ON-TRENT	ST12 9DH	SF407080	Freehold
203118	PLUME OF FEATHERS, POOL	FORE STREET	REDRUTH	TR15 3PF	CL151875	Freehold
203119	PLUME OF FEATHERS, REDRUTH	SCORRIER	REDRUTH	TR16 5BN	CL152279	Freehold
300341	POACHER, ROSSINGTON	RADBURN ROAD	DONCASTER	DN11 0SH	SYK422569	Freehold
125938	POACHERS ARMS, HOPE	95 CASTLETON ROAD	HOPE VALLEY	S33 6SB	DY357025	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200916	POINTER INN ALRESFORD	WIVENHOE ROAD	COLCHESTER	CO7 8AQ	EX522978	Freehold
113470	PONT Y PAIR BETWS Y COED	HOLYHEAD ROAD	BETWS-Y-COED	LL24 0BN	WA544668	Freehold
203124	PORTERS (PRINCE OF WALES) MAC	MACCLESFIELD	CHESHIRE	SK11 6UT	CH445537	Freehold
203129	PORTLAND ARMS, PORTSMOUTH	138 STAMSHAW ROAD	PORTSMOUTH	PO2 8LX	HP533639	Freehold
200134	POSTGATE INN WHITBY	EGTON BRIDGE	WHITBY	YO21 1UX	NYK140316	Freehold
201050	PRESSERS ARMS, ELLAND	2 SOUTH LANE	ELLAND	HX5 0HG	WYK732993	Freehold
201841	PRINCE ALBERT, STROUD	RODBOROUGH HILL	STROUD	GL5 3SS	GR188751	Freehold
201969	PRINCE OF WALES, CHAPELTOWN	80 BURNCROSS ROAD	SHEFFIELD	S35 1SF	SYK158064	Freehold
203135	PRINCE OF WALES FALMOUTH	4 MARKET STRAND	FALMOUTH	TR11 3DB	CL150782	Freehold
200251	PRINCE OF WALES GREAT TOTHAM	2 PRINCE OF WALES ROAD	MALDON	CM9 8PX	EX434693	Freehold
300222	PRINCE OF WALES LOW	36 SOUTH STREET	NEWPORT	PO30 1JE	IW29446	Freehold
200342	PRINCE OF WALES NEWMARKET	70 ALL SAINTS ROAD	NEWMARKET	CB8 8HF	SK146472	Freehold
114055	PRINCE OF WALES WILNECOTE	70 HOCKLEY ROAD	TAMWORTH	B77 5EE	SF309939	Freehold
203134	PRINCE OF WALES, WOOLAVINGTON	42 WOOLAVINGTON HILL	BRIDGWATER	TA7 8HQ	ST126962	Freehold
203141	PRINCESS ROYAL INN, TAUNTON	25 CANON STREET	TAUNTON	TA1 1SW	ST126963	Freehold
201176	PRINCESS ROYAL, WOODHOUSE	680 RETFORD ROAD	SHEFFIELD	S13 9WG	SYK350282	Freehold
201176	PRINCESS ROYAL WOODHOUSE	680 RETFORD ROAD	SHEFFIELD	S13 9WG	SYK612653	Leasehold
201972	PROSPECT TAVERN HOYLAND	122 WEST STREET	BARNSELEY	S74 9DU	SYK328489	Freehold
200125	PROVIDENCE INN, MALTON	YEDINGHAM	MALTON	YO17 8SL	NYK140355	Freehold
133318	PRUNE PARK, WILSDEN	PRUNE PARK LANE	BRADFORD	BD15 9BJ	WYK318139	Freehold
201975	PUZZLE HALL INN, SOWERBY BRIDG	HOLLINS MILL LANE	HALIFAX	HX6 2RF	WYK267908	Freehold
201978	QUEEN HOTEL MOSBOROUGH	135 HIGH STREET	SHEFFIELD	S20 5AF	SYK188610	Freehold
201980	QUEEN OTOWD THATCH SOUTH MIL	101 HIGH STREET	LEEDS	LS25 5AQ	NYK130721	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203148	QUEENS ARMS, AUDENSHAW	72 GUIDE LANE	MANCHESTER	M34 5FF	LA234947	Leasehold
203148	QUEENS ARMS, AUDENSHAW	72 GUIDE LANE	MANCHESTER	M34 5FF	GM820089	Freehold
203150	QUEENS ARMS BOSLEY	BOSLEY	MACCLESFIELD	SK11 0NX	CH447507	Freehold
203154	QUEENS ARMS FALMOUTH	FORE STREET	FALMOUTH	TR11 5AB	CL49940	Freehold
203155	QUEENS ARMS, HELSTON	BREAGE	HELSTON	TR13 9PD	CL150783	Freehold
203155	QUEENS ARMS HELSTON	BREAGE	HELSTON	TR13 9PD	CL168100	Freehold
203158	QUEENS ARMS ORLINGBURY	11 ISHAM ROAD	KETTERING	NN14 1JD	NN150498	Freehold
203159	QUEENS ARMS PATRICROFT	GREEN LANE	MANCHESTER	M30 0SH	GM830991	Freehold
201151	QUEENS DOCK INN KEYHAM PL	57 CHARLOTTE STREET	PLYMOUTH	PL2 1RL	DN350461	Freehold
201981	QUEENS GROUND SHEFFIELD	401 LANGSETT ROAD	SHEFFIELD	S6 2LJ	SYK158031	Freehold
200065	QUEENS HEAD HOTEL, GILESGATE	2 SHERBURN ROAD	DURHAM	DH1 2JR	DU58463	Freehold
200065	QUEENS HEAD HOTEL, GILESGATE	2 SHERBURN ROAD	DURHAM	DH1 2JR	DU62812	Freehold
201988	QUEENS HEAD HOTEL, ROTHBURY	ROTHBURY	MORPEITH	NE65 7SR	ND112497	Freehold
203161	QUEENS HEAD AYLESBURY	1-5 TEMPLE SQUARE	AYLESBURY	HP20 2QA	BM177898	Freehold
203161	QUEENS HEAD, AYLESBURY	1-5 TEMPLE SQUARE	AYLESBURY	HP20 2QA	BM252856	Freehold
201100	QUEENS HEAD, CHACKMORE BU	MAIN STREET	BUCKINGHAM	MK18 5JF	BM203305	Freehold
200016	QUEENS HEAD, ESTON	27 GUISBOROUGH STREET	MIDDLESBROUGH	TS6 9LA	CE114702	Freehold
203162	QUEENS HEAD FRODSHAM	92 MAIN STREET	FRODSHAM	WA6 7AR	CH445018	Freehold
200368	QUEENS HEAD, GREAT CLACTON	16 ST JOHNS ROAD	CLACTON-ON-SEA	CO15 4BS	EX487220	Freehold
203163	QUEENS HEAD HEMEL HEMPSTEAD	LAWN LANE	HEMEL HEMPSTEAD	HP3 9HL	HD301557	Freehold
201464	QUEENS HEAD HIGHAM FERRERS	8 HIGH STREET	RUSHDEN	NN10 8BN	NN162987	Freehold
201201	QUEENS HEAD LITTLE MARLOW MA	POUND LANE	MARLOW	SL7 3SR	BM202209	Freehold
201983	QUEENS HEAD, PENRITH	ASKHAM	PENRITH	CA10 2PF	CU147929	Freehold
200437	QUEENS HEAD STOWMARKET	STATION ROAD WEST	STOWMARKET	IP14 1EF	SK210311	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200437	QUEENS HEAD, STOWMARKET	STATION ROAD WEST	STOWMARKET	IP14 1EF	SK130745	Freehold
201984	QUEENS HEAD, TWEEDMOUTH	42 CHURCH ROAD	BERWICK-UPON-TWEED	TD15 2AN	ND112361	Freehold
203165	QUEENS HOTEL, BEESTON	189 QUEENS ROAD	NOTTINGHAM	NG9 2FE	NT342443	Freehold
300204	QUEENS HOTEL, SELBORNE	HIGH STREET	ALTON	GU34 3JJ	HP448282	Freehold
203167	QUEENS TAP SWINDON	74 STATION ROAD	SWINDON	SN1 1DG	WT183386	Freehold
300058	QUEENSHILLING, BRISTOL	9 FROGMORE STREET	BRISTOL	BS1 5NA	AV218013	Freehold
300058	QUEENSHILLING, BRISTOL	9 FROGMORE STREET	BRISTOL	BS1 5NA	AV185133	Freehold
203169	RADWAY INN, SIDMOUTH	1 RADWAY PLACE	SIDMOUTH	EX10 8PY	DN418575	Freehold
201486	RAILWAY ARMS, MERSTHAM	LONDON ROAD NORTH	REDHILL	RH1 3BG	SY399199	Freehold
203184	RAILWAY HOTEL, CHRISTCHURCH	2 STOUR ROAD	CHRISTCHURCH	BH23 1PS	DT243737	Freehold
203185	RAILWAY HOTEL, EARLESTOWN	RAILWAY STREET	NEWTON-LE-WILLOWS	WA12 9QY	MS434667	Freehold
128116	RAILWAY HOTEL, RADSTOCK	WELTON ROAD	RADSTOCK	BA3 3RR	AV226741	Freehold
203190	RAILWAY INN, GARSWOOD	4 STATION ROAD	WIGAN	WN4 0SA	MS441515	Freehold
203190	RAILWAY INN, GARSWOOD	4 STATION ROAD	WIGAN	WN4 0SA	MS421866	Freehold
300412	RAILWAY INN, HUDDERSFIELD	270-272 BRADFORD ROAD	HUDDERSFIELD	HD1 6LJ	WYK589173	Leasehold
200868	RAILWAY INN, SKIPTON	10 CARLETON STREET	SKIPTON	BD23 2AJ	NYK159906	Freehold
203192	RAILWAY INN, ST AGNUS	10 VICARAGE ROAD	ST AGNES	TR5 0TJ	CL150816	Freehold
201226	RAILWAY INN, STAFFORD	23 CASTLE STREET	STAFFORD	ST16 2EB	SF344426	Freehold
300308	RAILWAY INN, WIRRAL	111 BEBINGTON ROAD	WIRRAL	CH62 5BG	MS412110	Freehold
300464	RAILWAY MEDINA, NEWPORT IOW	1 SEA STREET	NEWPORT	PO30 5BU	IW59541	Freehold
201843	RAILWAY TAVERN CHARFIELD WOO	56 WOTTON ROAD	WOTTON-UNDER-EDGE	GL12 8SR	GR182569	Freehold
201285	RAILWAY TAVERN, NORTON	63 NORTON GREEN LANE	CANNOCK	WS11 9PR	SF344970	Freehold
203193	RAILWAY TAVERN, WAREHAM	NORTHPORT	WAREHAM	BH20 4AT	DT267287	Freehold
200343	RAILWAY VUE, HISTON	163 STATION ROAD	CAMBRIDGE	CB24 9NP	CB161352	Freehold

Slaughter and May

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201065	RAILWAY COUNTRESTHORPE LEICES	128 STATION ROAD	LEICESTER	LE8 5TD	LT272012	Freehold
300439	RAILWAY DURSLEY	STATION ROAD	DURSLEY	GL11 5NS	GR240884	Freehold
203176	RAILWAY IRLAM	600 LIVERPOOL ROAD	MANCHESTER	M44 5AA	GM830987	Freehold
203177	RAILWAY, LIVERPOOL	18 TITHEBARN STREET	LIVERPOOL	L2 2DT	MS7727	Freehold
200600	RAILWAY NEW BRIGHTON	119 VICTORIA ROAD	WALLASEY	CH45 2JD	MS343509	Freehold
203178	RAILWAY, NEWTON HEATH	54 BERRY BROW	MANCHESTER	M40 1GG	GM850888	Freehold
203178	RAILWAY, NEWTON HEATH	54 BERRY BROW	MANCHESTER	M40 1GG	GM91274	Freehold
203178	RAILWAY NEWTON HEATH	54 BERRY BROW	MANCHESTER	M40 1GG	GM934385	Freehold
203175	RAILWAY NEWTON MOOR	29 COMMERCIAL BROW	HYDE	SK14 2JR	GM827287	Freehold
203175	RAILWAY, NEWTON MOOR	29 COMMERCIAL BROW	HYDE	SK14 2JR	GM369793	Freehold
201992	RAILWAY, NR KEIGHLEY	MAIN STREET	KEIGHLEY	BD20 8LS	NYK114907	Freehold
201992	RAILWAY NR KEIGHLEY	MAIN STREET	KEIGHLEY	BD20 8LS	NYK131947	Leasehold
203179	RAILWAY, PEMBERTON	273 BILLINGE ROAD	WIGAN	WN5 8DF	GM820315	Leasehold
203180	RAILWAY RAMSBOTTOM	2 BRIDGE STREET	RAMSBOTTOM	BL0 9AQ	GM241088	Leasehold
371767	RAILWAY, SOUTHPORT	668 LIVERPOOL ROAD	SOUTHPORT	PR8 3NA	MS456214	Freehold
200256	RAILWAY, THETFORD	STATION ROAD	THETFORD	IP24 1AH	NK99313	Freehold
203195	RAMS HEAD, GRAPPENHALL	CHURCH LANE	WARRINGTON	WA4 3EP	CH447006	Freehold
203195	RAMS HEAD GRAPPENHALL	CHURCH LANE	WARRINGTON	WA4 3EP	CH505734	Freehold
203198	RED BARN SHREWSBURY	108 LONGDEN ROAD	SHREWSBURY	SY3 7HS	SL124923	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203200	RED CAT CRANK	RED CAT LANE	ST HELENS	WA11 8RU	MS425159	Freehold
201996	RED COW WHITCHURCH	PEPPER STREET	WHITCHURCH	SY13 1BG	SL51299	Freehold
200260	RED HART BODHAM NR HOLT	THE STREET	HOLT	NR25 6AD	NK99318	Freehold
300386	RED HART, DONCASTER	2 CHURCH STREET	DONCASTER	DN10 4AH	NT269062	Freehold
203202	RED HEART, RUDDINGTON	EASTHORPE STREET	NOTTINGHAM	NG11 6LB	NT352870	Freehold
373056	RED HOUSE, LIVERPOOL	31 FOXHOUSE LANE	LIVERPOOL	L31 3EW	MS437826	Freehold
371823	RED LION HOTEL, ILKLEY	MAIN STREET	ILKLEY	LS29 7BT	WYK682165	Freehold
300086	RED LION HOTEL NEWPORT	47 STOW HILL	NEWPORT	NP20 1JH	WA651386	Freehold
203225	RED LION HOTEL, OSWESTRY	BAILEY HEAD	OSWESTRY	SY11 1PZ	SL118488	Freehold
203226	RED LION INN, TRURO	BLACKWATER	TRURO	TR4 8EU	CL160435	Freehold
203226	RED LION INN TRURO	BLACKWATER	TRURO	TR4 8EU	CL176599	Freehold
203227	RED LION(TARVIN) TARVIN	CHURCH STREET	CHESTER	CH3 8EB	CH457258	Freehold
202005	RED LION BAKEWELL	THE SQUARE	BAKEWELL	DE45 1BT	DY205460	Freehold
201030	RED LION, BEACONSFIELD	PENN ROAD	BEACONSFIELD	HP9 2TN	BM203402	Freehold
300062	RED LION, BISHOP SUTTON	SUTTON HILL ROAD	BRISTOL	BS39 5UT	AV218735	Freehold
201101	RED LION, BLETCHLEY MILTO	11 LOCK VIEW LANE	MILTON KEYNES	MK1 1BA	BM203382	Freehold
200505	RED LION, BOZEAT	63 LONDON ROAD	WELLINGBOROUGH	NN29 7JR	NN151219	Freehold
201141	RED LION CASSINGTON	THE GREEN	WITNEY	OX29 4DN	ON209364	Freehold
201141	RED LION CASSINGTON	THE GREEN	WITNEY	OX29 4DN	ON172018	Freehold
201141	RED LION CASSINGTON	THE GREEN	WITNEY	OX29 4DN	ON198553	Freehold
201141	RED LION CASSINGTON	THE GREEN	WITNEY	OX29 4DN	ON271466	Leasehold
200504	RED LION, CRANFORD	42 HIGH STREET	KETTERING	NN14 4AA	NN151217	Freehold
370776	RED LION, EGHAM	HIGH STREET	EGHAM	TW20 9EW	SY735254	Freehold
203210	RED LION, HANDBRIDGE	37 OVERLEIGH ROAD	CHESTER	CH4 7HL	CH166631	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203212	RED LION, HELSTON	CHURCH STREET	CORNWALL	TR13 8TG	CL149665	Freehold
203213	RED LION, HOPE	HAWARDEN ROAD	WREXHAM	LL12 9NG	WA937403	Freehold
203214	RED LION, ISLIP	HIGH STREET	KIDLINGTON	OX5 2RX	ON154567	Freehold
200602	RED LION LEES	109 HIGH STREET	OLDHAM	OL4 4LY	GM767555	Freehold
201081	RED LION LEIGHTON BUZZARD	1 NORTH STREET	LEIGHTON BUZZARD	LU7 1EF	BD185376	Freehold
203216	RED LION, LOWTON	324 NEWTON ROAD	WARRINGTON	WA3 1HE	GM828623	Freehold
200919	RED LION MARKS TEY	130 COGGESHALL ROAD	COLCHESTER	CO6 1LT	EX29358	Freehold
300440	RED LION, MILFORD ON SEA	32 HIGH STREET	LYMINGTON	SO41 0QD	HP598476	Freehold
203217	RED LION, NANTWICH	BARONY ROAD	NANTWICH	CW5 5QS	CH443460	Freehold
300008	RED LION NEWLYN	36 FORE STREET	PENZANCE	TR18 5JP	CL80995	Freehold
201202	RED LION, NR WINDSOR	OAKLEY GREEN ROAD	WINDSOR	SL4 4PZ	BK325325	Freehold
201202	RED LION, NR WINDSOR	OAKLEY GREEN ROAD	WINDSOR	SL4 4PZ	BK368787	Freehold
201999	RED LION ROSSENDALE	437 NEWCHURCH ROAD	ROSSENDALE	BB4 7TG	LA704598	Freehold
200992	RED LION SHAMLEY GREEN	THE GREEN	GUILDFORD	GU5 0UB	SY648517	Freehold
202003	RED LION, SHILDON	CHURCH STREET	SHILDON	DL4 1DX	DU230181	Freehold
202006	RED LION SILKSTONE	69 HIGH STREET	BARNSELEY	S75 4JR	SYK314371	Freehold
201194	RED LION, STANSTEAD ABBOTS	1 HIGH STREET	WARE	SG12 8AA	HD329395	Freehold
203223	RED LION WINSFORD	WHARTON ROAD	WINSFORD	CW7 3AA	CH444095	Freehold
200443	RED LION WOODBRIDGE	90 THOROUGHFARE	WOODBIDGE	IP12 1AL	SK116116	Freehold
203228	RED FERN, ETTERBY	KINGMOOR ROAD	CARLISLE	CA3 9PS	CU149629	Freehold
201286	REDMORE INN GENTLESHAW	HAYFIELD HILL	RUGELEY	WS15 4RU	SF344972	Freehold
117386	REGENCY, HARROGATE	EAST PARADE	HARROGATE	HG1 5LP	NYK49446	Freehold
200993	RICHMOND ARMS, GODALMING	149 HIGH STREET	GODALMING	GU7 1AF	SY648518	Freehold
203233	RIFLEMAN HOTEL WINSFORD	WEAVER STREET	WINSFORD	CW7 4AE	CH443392	Freehold
203047	RILEYS IRISH BAR, HELSTON	6 COINAGEHALL STREET	HELSTON	TR13 8EB	CL151894	Freehold
300113	RING O BELLS FROME	75 BROADWAY	FROME	BA11 3HD	ST92177	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300106	RISING SUN, BATH	3-4 GROVE STREET	BATH	BA2 6PJ	AV215615	Freehold
116127	RISING SUN, BEWDLEY	139 KIDDERMINSTER ROAD	BEWDLEY	DY12 1JE	HW154442	Freehold
300133	RISING SUN, CAMDEN RD BATH	5 CLAREMONT TERRACE	BATH	BA1 6EH	AV217260	Freehold
300133	RISING SUN CAMDEN RD BATH	5 CLAREMONT TERRACE	BATH	BA1 6EH	AV219274	Leasehold
201034	RISING SUN ICKFORD	36 WORMINGHALL ROAD	AYLESBURY	HP18 9JD	BM203343	Freehold
203236	RISING SUN, MANCHESTER	22 QUEEN STREET	MANCHESTER	M2 5HX	GM650564	Freehold
203238	RISING SUN, TRURO	MITCHELL HILL	TRURO	TR1 1ED	CL150810	Freehold
203229	RIVINGTON PUB & GRILL , BOLTON	STATION ROAD	BOLTON	BL6 5JF	GM819605	Freehold
203229	RIVINGTON PUB & GRILL BOLTON	STATION ROAD	BOLTON	BL6 5JF	GM151116	Freehold
203229	RIVINGTON PUB & GRILL BOLTON	STATION ROAD	BOLTON	BL6 5JF	GM591108	Freehold
300144	ROARING DONKEY SWINDON	6 ALBERT STREET	SWINDON	SN1 3HJ	WT112833	Freehold
200991	ROBIN HOOD GUILDFORD	SYDENHAM ROAD	GUILDFORD	GU1 3RH	SY648512	Freehold
203241	ROBIN HOOD ORREL	117 SANDY LANE	WIGAN	WN5 7AZ	GM823806	Freehold
203242	ROBIN HOOD, PENNINGTON	ST HELENS ROAD	LEIGH	WN7 3PA	GM948511	Freehold
203242	ROBIN HOOD, PENNINGTON	ST HELENS ROAD	LEIGH	WN7 3PA	GM823811	Freehold
203243	ROBIN HOOD RAINOW	CHURCH LANE	MACCLESFIELD	SK10 5XE	CH445538	Freehold
300212	ROBIN HOOD, SHOLING	20 SOUTH EAST ROAD	SOUTHAMPTON	SO19 8TQ	HP481077	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203244	ROCK HOUSE BARTON	40 PEEL GREEN ROAD	MANCHESTER	M30 7AY	GM820088	Leasehold
203244	ROCK HOUSE BARTON	40 PEEL GREEN ROAD	MANCHESTER	M30 7AY	GM824345	Freehold
203245	ROCK INN ROCHE	FORE STREET	ST AUSTELL CORNWALL	PL26 8EP	CL151877	Freehold
203246	ROCKET RAINHILL	474 WARRINGTON ROAD	PRESCOT	L35 9JE	MS423573	Freehold
203247	ROEBUCK NORTHWICH	WITTON STREET	NORTHWICH	CW9 5EA	CH445683	Freehold
300333	ROLLERS ARMS SOUTHSEA	HIGH STREET	WREXHAM	LL11 5PB	WA977222	Freehold
123338	ROMANY INN BAMPTON	BRIDGE STREET	BAMPTON	OX18 2HA	ON195896	Freehold
201114	ROSE & CROWN BALDERTON	43 MAIN STREET	NEWARK	NG24 3LN	NT299191	Freehold
200814	ROSE & CROWN BURY	MANCHESTER OLD ROAD	GREATER MANCHESTER	BL9 0TR	GM399794	Leasehold
300179	ROSE & CROWN, CANNINGTON	30 HIGH STREET	BRIDGWATER	TA5 2HF	ST88829	Freehold
202026	ROSE & CROWN DARTON	BARNSELY ROAD	BARNSELY	S75 5NQ	SYK328505	Freehold
201240	ROSE & CROWN KETLEY O	SUNNYSIDE ROAD	TELFORD	TF2 0AA	SL80049	Freehold
203252	ROSE & CROWN MOLD	MAIN ROAD	MOLD	CH7 6QW	WA937400	Freehold
300205	ROSE & CROWN, SANDHURST	108 HIGH STREET	SANDHURST	GU47 8HA	BK303725	Freehold
203254	ROSE & CROWN ST ALBANS	10 ST MICHAELS STREET	ST ALBANS	AL3 4SG	HD301505	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201033	ROSE & CROWN STONE NR AYLESB	2 OXFORD ROAD	AYLESBURY	HP17 8PB	BM203345	Freehold
203256	ROSE COTTAGE TAVER, REDRUTH	CHAPEL STREET	REDRUTH	TR15 2DB	CL151874	Freehold
201118	ROSE INN NEWPORT	SOUTH ROW	CALDICOT	NP26 3DU	WA737763	Freehold
300441	ROSE INN STROUD	PAGANHILL	STROUD	GL5 4AW	GR239285	Freehold
300417	ROSE INN VENTNOR	18 PIER STREET	VENTNOR	PO38 1ST	IW35708	Freehold
203257	ROSELAND INN, TRURO	PHILLEIGH	TRURO	TR2 5NB	CL151684	Freehold
373121	ROSENDAL, LONDON	65 ROSENDAL ROAD	LONDON	SE21 8EX	111135	Freehold
373073	ROSIES BAR NEWCASTLE-UPON- TYN	2 STOWELL STREET	NEWCASTLE UPON TYNE	NE1 4XQ	TY378332	Freehold
201036	RÖTHSCHILD ARMS, ASTON CLINTON	82 WESTON ROAD	AYLESBURY	HP22 5EJ	BM203401	Freehold
373179	ROTUNDA TAVERN, CHELTENHAM	3 MONTELLIER STREET	CHELTENHAM	GL50 1SX	GR248600	Freehold
203259	ROUND HOUSE, WESTON RUNCORN	121-123 HEATH ROAD SOUTH	RUNCORN	WA7 4RP	CH443453	Freehold
203259	ROUND HOUSE WESTON RUNCORN	121-123 HEATH ROAD SOUTH	RUNCORN	WA7 4RP	CH502152	Freehold
203261	ROYAL ALFRED, ST HELENS	2 BICKERSTAFFE STREET	ST HELENS	WA10 1DH	MS313900	Leasehold
203261	ROYAL ALFRED ST HELENS	2 BICKERSTAFFE STREET	ST HELENS	WA10 1DH	LA371671	Freehold
300034	ROYAL EXCHANGE BARNSTAPLE	13 JOY STREET	BARNSTAPLE	EX31 1BS	DN306796	Freehold
300213	ROYAL EXCHANGE BORDON	LINDFORD ROAD	BORDON	GU35 0NX	HP477544	Freehold
202030	ROYAL GEORGE, TODMORDEN	17 ROCHDALE ROAD	TODMORDEN	OL14 5AA	WYK496468	Freehold
202030	ROYAL GEORGE, TODMORDEN	17 ROCHDALE ROAD	TODMORDEN	OL14 5AA	WYK537710	Freehold
200605	ROYAL HOTEL, MILNSBRIDGE	49 SCAR LANE	HUDDERSFIELD	HD3 4QH	WYK522997	Freehold
203281	ROYAL OAK INN EXETER	EXMINSTER	EXETER	EX6 8DX	DN418348	Freehold
123651	ROYAL OAK, ABBOTS BROMLEY	BAGOT STREET	RUGELEY	WS15 3DB	SF470405	Freehold
203267	ROYAL OAK, BETHESDA	FFORDD LLANILLECHID	BANGOR	LL57 3EE	WA940510	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203267	ROYAL OAK BETHESDA	FFORDD LLANILLECHID	BANGOR	LL57 3EE	CYM126110	Freehold
132411	ROYAL OAK, CATSHILL	41 BARLEY MOW LANE	BROMSGROVE	B61 0LU	HW113413	Freehold
203270	ROYAL OAK, CHESTER	KINNERTON LANE	CHESTER	CH4 9BE	WA953538	Freehold
300063	ROYAL OAK, CLEVEDON	35 COPSE ROAD	CLEVEDON	BS21 7QN	AV215617	Freehold
201173	ROYAL OAK, HOMBURY ST MARY	HOLMBURY ST MARY	DORKING	RH5 6PF	SY648927	Freehold
203272	ROYAL OAK LEICESTER	112 BELGRAVE GATE	LEICESTER	LE1 3GR	LT51087	Freehold
300026	ROYAL OAK MALBOROUGH	HIGHER TOWN	KINGSBRIDGE	TQ7 3RL	DN312389	Freehold
201471	ROYAL OAK, NEW BILTON	233 LAWFORD ROAD	RUGBY	CV21 2JG	WK350712	Freehold
202040	ROYAL OAK, PLATTS COMMON	18 BARNSLEY ROAD	BARNSLEY	S74 0QN	SYK328480	Freehold
202040	ROYAL OAK PLATTS COMMON	18 BARNSLEY ROAD	BARNSLEY	S74 0QN	SYK380203	Freehold
203275	ROYAL OAK RHYL	159-161 WELLINGTON ROAD	RHYL	LL18 1LW	WA940511	Freehold
300149	ROYAL OAK, SOUTH CERNEY	HIGH STREET	CIRENCESTER	GL7 5UP	GR155576	Freehold
203277	ROYAL OAK WEYMOUTH	52-54 DORCHESTER ROAD	WEYMOUTH	DT4 7JZ	DT267808	Freehold
202035	ROYAL OAK WHITWELL	71 BAKESTONE MOOR	WORKSOP	S80 4QB	DY229363	Freehold
200088	ROYAL OAK YORK	18 GOODRAMGATE	YORK	YO1 7LG	NYK140298	Freehold
202042	ROYAL STANDARD HOTEL, BEVERLEY	30 NORTH BAR WITHIN	BEVERLEY	HU17 8DL	HS230476	Freehold
300442	ROYAL STANDARD, PORTSMOUTH	20 EDINBURGH ROAD	PORTSMOUTH	PO1 1DE	PM4975	Freehold
200018	ROYAL STANDARD REDCAR	5 WEST DYKE ROAD	REDCAR	TS10 3EA	CE125907	Freehold
200369	ROYAL DOVERCOURT	387 MAIN ROAD	HARWICH	CO12 4ER	EX487224	Freehold
113680	RUETERS, SOUTHPORT	26 HOGHTON STREET	SOUTHPORT	PR9 0PA	MS365934	Freehold
201813	RUN OF THE MLL CANTERBURY	47 STURRY ROAD	CANTERBURY	CT1 1BU	K772412	Freehold
203284	RUSTY DUDLEY GOLDTHORPE	43-45 DONCASTER ROAD	ROTHERHAM	S63 9HJ	SYK369301	Freehold
203284	RUSTY DUDLEY GOLDTHORPE	43-45 DONCASTER ROAD	ROTHERHAM	S63 9HJ	SYK336888	Freehold
203285	RUTLAND ARMS BOTTESFORD	2 HIGH STREET	NOTTINGHAM	NG13 0AA	LT315849	Freehold
202045	RUTLANDS ARMS, COWLEY BAR	96 MAIN ROAD	DRONFIELD	S18 7WT	DY312823	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203287	SADDLERS, SHREWSBURY	WHITCROFT ROAD	SHREWSBURY	SY3 7TJ	SL118528	Leasehold
202046	SILMAKERS ARMS HIGH STREET	159 CHANDLERS COURT	HULL	HU1 1NQ	HS163589	Freehold
202046	SILMAKERS ARMS, HIGH STREET	159 CHANDLERS COURT	HULL	HU1 1NQ	HS145324	Freehold
203288	SAILORS RETURN WEYMOUTH	1 ST NICHOLAS STREET	WEYMOUTH	DT4 8AD	DT267272	Freehold
202047	SALMON INN, BERWICK	EAST ORD	BERWICK-UPON-TWEED	TD15 2NS	ND112359	Freehold
200448	SALUTATION INN IPSWICH	65-67 CARR STREET	IPSWICH	IP4 1HB	SK130808	Freehold
201195	SARACENS HEAD HERTFORD	45 WARE ROAD	HERTFORD	SG13 7EB	HD329401	Freehold
203292	SARACENS HEAD NEWTON ABBOT	FAIRFIELD TERRACE	NEWTON ABBOT	TQ12 2LH	DN368425	Freehold
200375	SARACENS HEAD NEWTON GREEN SU	SUDBURY ROAD	SUDBURY	CO10 0QJ	SK130828	Freehold
300324	SCOTIA, SOUTH SHIELDS	MILE END ROAD	SOUTH SHIELDS	NE33 1TA	TY379272	Freehold
373215	SCOTTS ARMS, WETHERBY	MAIN STREET	WETHERBY	LS22 4BD	NYK287108	Freehold
203297	SEAGULL ARMS, TOWYN	TOWYN ROAD	ABERGELE	LL22 9EN	WA937406	Freehold
300035	SEALE ARMS DARTMOUTH	10 VICTORIA ROAD	DARTMOUTH	TQ6 9SA	DN335730	Freehold
203298	SEAVIEW INN CORNWALL	WODEHOUSE TERRACE	FALMOUTH	TR11 3EP	CL151882	Freehold
201242	SEVEN STARS BECKBURY SH	MADELEY ROAD	SHIFNAL	TF11 9DN	SL80050	Freehold
201246	SEVEN STARS, KINGSBRIDGE	13 MILL STREET	KINGSBRIDGE	TQ7 1ED	DN350431	Freehold
202052	SEVEN STARS, RIDDINGS	26 CHURCH STREET	ALFRETON	DE55 4BX	DY312640	Freehold
203300	SEVEN STARS, STALMINE	HALLGATE LANE	POULTON-LE-FYLDE	FY6 0LA	LA851040	Freehold
300108	SEVEN STARS, TIMSBURY	NORTH ROAD	BATH	BA2 0JJ	AV222345	Freehold
201153	SEYMOUR ARMS, PLYMOUTH	10 SEYMOUR STREET	PLYMOUTH	PL4 8DT	DN350466	Freehold
201153	SEYMOUR ARMS PLYMOUTH	10 SEYMOUR STREET	PLYMOUTH	PL4 8DT	DN401926	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201153	SEYMOUR ARMS, PLYMOUTH	10 SEYMOUR STREET	PLYMOUTH	PL4 8DT	DN401928	Leasehold
202054	SHAKESPEARE INN HEDON	9 BAXTERGATE	HULL	HU12 8JN	YEA7595	Freehold
200997	SHAKESPEARE, MARSDEN HU	PEEL STREET	HUDDERSFIELD	HD7 6BW	WYK561373	Freehold
203303	SHAKESPEARE NANTWICH	35 BEAM STREET	NANTWICH	CW5 5NA	CH444102	Freehold
200449	SHANNON, BUCKLESHAM IPSWICH	MAIN ROAD	IPSWICH	IP10 0DR	SK130789	Freehold
202056	SHEFFIELD ARMS, SCUNTHORPE	HIGH STREET	SCUNTHORPE	DN15 9BP	HS282759	Freehold
203305	SHEPHERD'S CALL, HYDE	216 MARKET STREET	HYDE	SK14 1HB	GM628125	Leasehold
300445	SHEPHERD'S CROOK PORTSMOUTH	107 GOLDSMITH AVENUE	SOUTHSEA	PO4 8QZ	PM5400	Freehold
202057	SHEPHERDS, HETTON LE HOLE	MARKET STREET	HOUGHTON LE SPRING	DH5 9DY	TY355708	Freehold
300180	SHERSTON HOTEL WELLS	PRIORY ROAD	WELLS	BA5 1SU	ST88089	Freehold
203307	SHERWOOD RAINWORTH	KIRKINGTON ROAD	MANSFIELD	NG21 0LA	NT342635	Freehold
203310	SHIP IN DISTRESS, CHRISTCHURCH	66 STANPIT	CHRISTCHURCH	BH23 3NA	DT234707	Freehold
300027	SHIP IN DOCK DARTMOUTH	1 RIDGE HILL	DARTMOUTH	TQ6 9PE	DN312368	Freehold
202065	SHIP INN, GREASBOROUGH	6 MAIN STREET	ROTHERHAM	S61 4PX	SYK326087	Freehold
202065	SHIP INN GREASBOROUGH	6 MAIN STREET	ROTHERHAM	S61 4PX	SYK331461	Freehold
200370	SHIP INN, GREAT CLACTON	2 VALLEY ROAD	CLACTON-ON-SEA	CO15 4AR	EX487226	Freehold
200272	SHIP INN GREAT HOLLAND	MANOR ROAD	CLACTON ESSEX	CO13 0JT	EX487264	Freehold
300010	SHIP INN POLPERRO	FORE STREET	LOOE	PL13 2QR	CL79615	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300010	SHIP INN POLPERRO	FORE STREET	LOOE	PL13 2QR	CL56986	Freehold
300028	SHIP INN STARCROSS	CHURCH ROAD	EXETER	EX6 8NU	DN314349	Freehold
203313	SHIP INN WADEBRIDGE	GONVENA HILL	WADEBRIDGE	PL27 6DF	CL167597	Freehold
202062	SHIP EIGHTON BANKS	THE MOUNT	GATESHEAD	NE9 7YP	TY357851	Freehold
202062	SHIP EIGHTON BANKS	THE MOUNT	GATESHEAD	NE9 7YP	TY355577	Freehold
202062	SHIP, EIGHTON BANKS	THE MOUNT	GATESHEAD	NE9 7YP	TY32764	Freehold
203308	SHIP ELSWICK	HIGH STREET	PRESTON	PR4 3ZB	LA871213	Freehold
300278	SHIP IRLAM	538 LIVERPOOL ROAD	MANCHESTER	M44 6AJ	GM795743	Freehold
200309	SHIP, WEST HANNINGFIELD	STOCK ROAD	CHELMSFORD	CM2 8LB	EX408619	Freehold
202061	SHIP WHITBY	MARINE PARADE	WHITBY	YO21 3PR	NYK223059	Freehold
202068	SHIPWRIGHTS, SUNDERLAND	FERRYBOAT LANE	SUNDERLAND	SR5 3HW	TY353333	Freehold
201476	SHIRE OAK WALSALL WOOD	281 LICHFIELD ROAD	WALSALL	WS9 9PB	WM582839	Freehold
202071	SHOULDER OF MUTTON RICHMOND	MIDDLETON TYAS	RICHMOND	DL10 6QX	NYK223058	Freehold
201228	SIGNALMAN LONGTON STOKE ON TR	PARAGON ROAD	STOKE-ON-TRENT	ST3 1JE	SF344431	Freehold
203316	SILVER BALL ST COLUMB	FAIR STREET	ST COLUMB	TR9 6RL	CL156194	Freehold
203318	SIMMS CROSS WIDNES	100 WIDNES ROAD	WIDNES	WA8 6AX	CH443433	Freehold
201090	SIR JOHN FALSTAFF HIGHAM	GRAVESEND ROAD	ROCHESTER	ME3 7NZ	K744839	Freehold
203319	SIR ROBERT PEEL HOTEL, EDGELEY	83 CASTLE STREET	STOCKPORT	SK3 9AR	GM470882	Freehold
300469	SIX BELLS BARROW	LORDS LANE	BARROW-UPON-HUMBER	DN19 7BX	HS286416	Freehold
200346	SIX BELLS, FULBOURN	9 HIGH STREET	CAMBRIDGE	CB1 5DH	CB145880	Freehold
300247	SKEW BRIDGE, HARPENDEN	59 SOUTHDOWN ROAD	HARPENDEN	AL5 1PQ	HD357136	Freehold
201174	SKIMMINGTON CASTLE, REIGATE	BONNYS ROAD	REIGATE	RH2 8RL	SY648937	Freehold
300390	SKINNERS ARMS, HEXHAM	GILESGATE	HEXHAM	NE46 3QD	ND117772	Freehold
200372	SKINNERS MANNINGTREE	STATION ROAD	MANNINGTREE	CO11 1DX	EX487231	Freehold
300079	SKIRRID LANFIHANGEL	LLANVIHANGEL CRUCORNEY	ABERGAVENNY	NP7 8DH	WA392181	Freehold
114057	SKYLARK TALKE PITS	JAMAGE ROAD	STOKE-ON-TRENT	ST7 1QD	SF407104	Freehold
203322	SLOOP HOTEL, SANKEY BRIDGES	OLD LIVERPOOL ROAD	WARRINGTON	WA5 1DP	CH443400	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203323	SLOW & EASY NORTHWICH	MANCHESTER ROAD	NORTHWICH	CW9 7PJ	CH447012	Freehold
200905	SMITHS 2 CHELMSFORD	50 MOULSHAM STREET	CHELMSFORD	CM2 0HY	EX522989	Freehold
202075	SMITHS ARMS STOCKTON-ON-TEES	CARLTON VILLAGE	STOCKTON-ON-TEES	TS21 1EA	CE150517	Freehold
203325	SMITHY MUCH HOOLE	LIVERPOOL OLD ROAD	PRESTON	PR4 4GB	LA876112	Freehold
300223	SOLENT INN, RYDE IOW	7 MONKTON STREET	RYDE	PO33 1JW	IW29451	Leasehold
203328	SOW & PIGS, WARE	CAMBRIDGE ROAD	WARE	SG12 0ST	HD301468	Freehold
203139	SPICE LOUNGE EXMOUTH	PRINCE OF WALES DRIVE	EXMOUTH	EX8 4SW	DN126233	Freehold
203330	SPICE SHIP, WEYMOUTH	240 PRESTON ROAD	WEYMOUTH	DT3 6BJ	DT267805	Freehold
203332	SPINNERS ARMS, BOLLINGTON	76 PALMERSTON STREET	MACCLESFIELD	SK10 5PW	CH468574	Freehold
201210	SPITTAL BROOK STAFFORD	106 LICHFIELD ROAD	STAFFORD	ST17 4LP	SF344412	Freehold
373246	SPODE COTTAGE, ARMITAGE	RUGELEY ROAD	ARMITAGE	WS15 4AT	SF249970	Freehold
373246	SPODE COTTAGE ARMITAGE	RUGELEY ROAD	ARMITAGE	WS15 4AT	SF247842	Freehold
202080	SPORTSMAN INN, LOW VALLEY	PITT STREET	BARNSELEY	S73 8AR	SYK328507	Freehold
203337	SPORTSMAN, CARLISLE	HEADS LANE	CARLISLE	CA3 8AQ	CU149622	Freehold
300117	SPOTTED COW, BRISTOL	120 LODGE CAUSEWAY	BRISTOL	BS16 3JP	AV56702	Freehold
201298	SPOTTED COW MALTON	CATTLE MARKET	MALTON	YO17 7JN	NYK161358	Leasehold
203341	SPREAD EAGLE, BOLTON	126 HOUGH LANE	BOLTON	BL7 9DE	GM651070	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203341	SPREAD EAGLE BOLTON	126 HOUGH LANE	BOLTON	BL7 9DE	GM819607	Leasehold
200912	SPREAD EAGLE, BRENTWOOD	88 QUEENS ROAD	BRENTWOOD	CM14 4HD	EX522983	Freehold
203342	SPRINGHEAD, SUTTON POYNTZ	THE SPRINGHEAD	WEYMOUTH	DT3 6LW	DT272063	Freehold
202083	SQUIRREL, DINNINGTON	194 LAUGHTON ROAD	SHEFFIELD	S25 2PT	SYK144235	Freehold
203343	SQUIRREL, NR AMERSHAM	PENN ST	AMERSHAM	HP7 0PX	BM177385	Freehold
200910	ST ANNES CASTLE GREAT LEIGHS	MAIN ROAD	CHELMSFORD	CM3 1NE	EX522984	Freehold
203344	ST DAY HOTEL, REDRUTH	FORE STREET	REDRUTH	TR16 5JU	CL154426	Freehold
300109	ST JAMES WINE VAULTS	10 ST JAMES'S STREET	BATH	BA1 2TW	AV216843	Freehold
203345	ST LEGER TAVERN DONCASTER	8 SILVER STREET	DONCASTER	DN1 1HQ	SYK412095	Freehold
203348	STAG HUNT, PONSANOOTH	20 ST MICHAELS ROAD	TRURO	TR3 7EE	CL152277	Freehold
203348	STAG HUNT, PONSANOOTH	20 ST MICHAELS ROAD	TRURO	TR3 7EE	CL196591	Freehold
203350	STAG INN KIMBERLEY	67 NOTTINGHAM ROAD	NOTTINGHAM	NG16 2NB	NT344040	Freehold
203351	STAG INN, ST AUSTELL	5-7 VICTORIA PLACE	ST AUSTELL	PL25 5PE	CL151691	Freehold
300225	STAG NEWPORT IOW	2 COWES ROAD	NEWPORT	PO30 5TW	IW35702	Freehold
300225	STAG NEWPORT IOW	2 COWES ROAD	NEWPORT	PO30 5TW	IW71912	Freehold
300225	STAG NEWPORT IOW	2 COWES ROAD	NEWPORT	PO30 5TW	IW71913	Freehold
201809	STAG, WALMER	7 THE STRAND	DEAL	CT14 7DY	K771790	Freehold
300383	STANDARD OF FREEDOM, HALIFAX	2 NEW LANE	HALIFAX	HX3 0TE	WYK587525	Freehold
203354	STANHOPE ARMS, ILKESTON	STANHOPE STREET	ILKESTON	DE7 4QA	DY316825	Freehold
203355	STANLEY ARMS, ANDERTON	OLD ROAD	NORTHWICH	CW9 6AG	CH445287	Freehold
203355	STANLEY ARMS ANDERTON	OLD ROAD	NORTHWICH	CW9 6AG	CH479672	Freehold
203356	STANLEY ARMS, GILLARS GREEN	GILLARS LANE	ST HELENS	WA10 5PT	MS419124	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200517	STANLEY ARMS NORWICH	NORWICH	NORFOLK	NR3 4LG	NK124243	Freehold
203357	STANLEYS CHESTER	37 BROOK STREET	CHESTER	CH1 3DZ	CH72637	Freehold
203358	STAR & GARTER, DROITWICH	13 HIGH STREET	DROITWICH	WR9 8EJ	WR45262	Freehold
202093	STAR & GARTER METHERINGHAM	PRINCES STREET	LINCOLN	LN4 3BX	LL92346	Freehold
203360	STAR INN GLOSSOP	2 HOWARD STREET	GLOSSOP	SK13 7DD	DY325362	Freehold
203361	STAR INN GOTHAM	70 NOTTINGHAM ROAD	NOTTINGHAM	NG11 0HG	NT342441	Freehold
203441	STAR INN REDRUTH	VOGUE	REDRUTH	TR16 5NP	CL151687	Freehold
203442	STAR INN, ST ERTH	1 CHURCH STREET	HAYLE	TR27 6HP	CL154650	Freehold
300032	STAR LIVERTON TORQUAY	LIVERTON	NEWTON ABBOT	TQ12 6EZ	DN335050	Freehold
202086	STAR, MANSFIELD WOODHOUSE	WARSOP ROAD	MANSFIELD	NG19 9LE	NT260548	Freehold
370734	STAR, SOUTH HARROW	NORHOLT ROAD	SOUTH HARROW	HA2 0NG	NGL792842	Freehold
203444	STARTING GATE	75 BRUMMELL ROAD	NEWBURY	RG14 1SG	BK21791	Leasehold
300454	STATION HOTEL, PENRITH	CASTLEGATE	PENRITH	CA11 7JB	CU60953	Freehold
200047	STATION HOTEL ROMANBY NOR	BOROBIDGE ROAD	NORTH YORKSHIRE	DL7 8AN	NYK140339	Freehold
200373	STATION HOTEL, WIVENHOE	STATION ROAD	COLCHESTER	CO7 9DH	EX487256	Freehold
203445	STATION INN KIDDERMINSTER	7 FARFIELD	KIDDERMINSTER	DY10 1UG	WR45261	Freehold
202096	STATION INN, SILKSTONE COMMON	1 KNABS LANE	BARNSELEY	S75 4RB	SYK80497	Freehold
200135	STATION TAVERN, WHITBY	FRONT STREET	WHITBY	YO22 5PA	NYK140323	Freehold
370613	STATION, BIRMINGHAM	7 HIGH STREET	BIRMINGHAM	B14 7BB	WM732665	Freehold
300325	STATION NEWCASTLE	KILLINGWORTH	NEWCASTLE UPON TYNE	NE12 6RA	TY377283	Freehold
202098	STEAMBOAT SOUTH SHIELDS	27 MILL DAM	SOUTH SHIELDS	NE33 1EQ	TY1021	Freehold
202098	STEAMBOAT SOUTH SHIELDS	27 MILL DAM	SOUTH SHIELDS	NE33 1EQ	TY25167	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
201181	STEELMELTERS ARMS KILLAMARSH	NETHERTHORPE LANE	SHEFFIELD	S21 1DA	DY258861	Freehold
203220	STELLINGS LOUNGE BAR TELFORD	3 WHITCHURCH ROAD	TELFORD	TF1 3AG	SL124626	Freehold
203448	STILE INN SHIRLEY	224 SHIRLEY ROAD	SOUTHAMPTON	SO15 3HR	HP516607	Freehold
371432	STOCKS INN, WIMBORNE	FURZEHILL	WIMBORNE	BH21 4HT	DT275812	Freehold
200558	STONE BECK HARROGATE	GRANTLEY DRIVE	HARROGATE	HG3 2XS	NYK140334	Leasehold
200561	STONEHOUSE, CLAPHAM	THE STONEHOUSE	LONDON	SW4 6BJ	311221	Freehold
202101	STRAFFORD ARMS, STAINBOROUGH	PARK DRIVE	BARNLEY	S75 3EW	SYK328594	Freehold
200968	SUMMERHOUSE BRIERLEY HILL	THE PORTWAY	KINGSWINFORD	DY6 8HW	WM603644	Freehold
202105	SUN INN, BURNOPFIELD	FRONT STREET	NEWCASTLE UPON TYNE	NE16 6PU	DU230429	Freehold
203452	SUN INN CHIPPING	WINDY STREET	PRESTON	PR3 2GD	LA871209	Freehold
203453	SUN INN PRESCOT	11 DERBY STREET	PRESCOT	L34 3LE	MS421964	Freehold
202104	SUN INN, SOUTH HIENDLEY	MAIN STREET	BARNLEY	S72 9BP	WYK527863	Freehold
300181	SUN INN, WELLS	20 UNION STREET	WELLS	BA5 2PU	ST93435	Freehold
201143	SUN INN WHEATLEY	5 CHURCH ROAD	OXFORD	OX33 1NB	ON172020	Freehold
200347	SUN WATERBEACH	7 CHAPEL STREET	CAMBRIDGE	CB25 9HR	CB161355	Freehold
203464	SWAN AT KINGSTON TAUNTON	KINGSTON ST MARY	TAUNTON	TA2 8HW	ST126964	Freehold
203466	SWAN HOTEL, CREWKERNE	4 CHURCH STREET	CREWKERNE	TA18 7HR	WS1772	Freehold
373229	SWAN HOTEL, WOLVERHAMPTON	17 LOWER STREET	WOLVERHAMPTON	WV6 9AA	WM733905	Freehold
373229	SWAN HOTEL, WOLVERHAMPTON	17 LOWER STREET	WOLVERHAMPTON	WV6 9AA	WM893919	Freehold
201229	SWAN INN, BIDDULPH	39 HIGH STREET	STOKE-ON-TRENT	ST8 6AD	SF344433	Freehold
202109	SWAN INN BRAMHAM	TOWNHILL	NR LEEDS	LS23 6QQ	WYK503714	Freehold
203468	SWAN INN, ELLESMERE	CROSS STREET	ELLESMERE	SY12 0AW	SL118455	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300297	SWAN INN, HAVANT	JESSIE ROAD	HAVANT	PO9 3TH	HP567532	Freehold
203470	SWAN INN KINNERTON	41 MAIN ROAD	CHESTER	CH4 9AJ	WA936376	Freehold
201259	SWAN, BUSHEY	25 PARK ROAD	BUSHEY	WD23 3EE	HD328515	Freehold
200455	SWAN IPSWICH SUFFOLK	THE STREET	IPSWICH	IP9 2PZ	SK150977	Freehold
203460	SWAN NEWTON LE WILLOWS	SWAN ROAD	NEWTON-LE-WILLOWS	WA12 9EZ	MS424138	Freehold
300029	SWAN, NOSS MAYO PLYMOUTH	NOSS MAYO	PLYMOUTH	PL8 1EE	DN313229	Freehold
200483	SWAN, OLD STRATFORD	LONDON ROAD	MILTON KEYNES	MK19 6AE	NN151213	Freehold
300446	SWAN PORTSMOUTH	40 HIGH STREET	PORTSMOUTH	PO6 3AG	PM5448	Freehold
203461	SWAN, ST HELENS	39 CORPORATION STREET	MERSYSIDE	WA10 1ED	MS435180	Freehold
203461	SWAN ST HELENS	39 CORPORATION STREET	MERSYSIDE	WA10 1ED	MS424135	Leasehold
203463	SWAN, WOORE	NANTWICH ROAD	CREWE	CW3 9SA	SL121183	Freehold
203476	TALBOT HEAD HOTEL UPTON-ON-SE	27 HIGH STREET	WORCESTER	WR8 0HJ	WR63009	Freehold
203476	TALBOT HEAD HOTEL, UPTON-ON-SE	27 HIGH STREET	WORCESTER	WR8 0HJ	WR51607	Freehold
200021	TALBOT INN, BISHOPTON STOCKTO	47-49 THE GREEN	STOCKTON-ON-TEES	TS21 1HE	DU228666	Freehold
200021	TALBOT INN BISHOPTON STOCKTO	47-49 THE GREEN	STOCKTON-ON-TEES	TS21 1HE	DU230702	Freehold
202110	TALBOT INN CHEADLE	WATT PLACE	STOKE-ON-TRENT	ST10 1NY	SF321552	Freehold
300276	TALBOT LEICESTER	4 THURCASTON ROAD	LEICESTER	LE4 5PF	LT300845	Freehold
202111	TANNERS ARMS, NEWCASTLE	1 BYKER BRIDGE	NEWCASTLE UPON TYNE	NE1 2NS	TY355576	Freehold
300226	TAVERNERS, IOW	HIGH STREET	VENTNOR	PO38 3HZ	IW18905	Freehold
203480	TAVISTOCK INN LEAMINGTON SPA	50 TAVISTOCK STREET	LEAMINGTON SPA	CV32 5PJ	WK109659	Freehold
300030	TAVISTOCK INN, POUNDSGATE	POUNDSGATE	NEWTON ABBOT	TQ13 7NY	DN313252	Freehold
300030	TAVISTOCK INN POUNDSGATE	POUNDSGATE	NEWTON ABBOT	TQ13 7NY	DN480363	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
300019	TAVISTOCK INN TAVISTOCK	19 BROOK STREET	TAVISTOCK	PL19 0HD	DN314350	Freehold
203481	TELEGRAPH, CASTLEFIELDS	16 NEW PARK STREET	SHREWSBURY	SY1 2LD	SL118470	Freehold
203626	TELMERE LODGE, HASLAND	MANSFIELD ROAD	CHESTERFIELD	S41 0JH	DY265874	Freehold
200969	TEN ARCHES, PENFIELDS ESTATE	PENFIELDS ROAD	STOURBRIDGE	DY8 4UZ	WM603650	Freehold
373086	THE EAST WELWYN GARDEN CITY	GREAT NORTH ROAD	WELWYN GARDEN CITY	AL8 7TB	HD392676	Freehold
300197	THE GEORGE ALTON	BUTTS ROAD	ALTON	GU34 1LH	HP448276	Freehold
203056	THE GEORGE DORCHESTER	TRINITY STREET	DORCHESTER	DT1 1TU	DT267314	Freehold
203051	THE HINKSFORD ARMS, WALL HEATH	SWINDON ROAD	HINKSFORD	DY6 0BA	SF416907	Freehold
202909	THE KINGS BAR & LOUNGE	10 KING STREET	HULL	HU1 2JJ	HS210131	Freehold
201237	THE MARCHES LUDLOW	12 CASTLE STREET	LUDLOW	SY8 1AT	SL80048	Freehold
200565	THE MOTTE AND BAILEY, PIRTON	1 GREAT GREEN	HITCHIN	SG5 3QD	HD246378	Freehold
300322	THE RIDGE, CHELTENHAM	WINDYRIDGE ROAD	CHELTENHAM	GL50 4RA	GR269967	Leasehold
300322	THE RIDGE CHELTENHAM	WINDYRIDGE ROAD	CHELTENHAM	GL50 4RA	GR56841	Leasehold
201920	THE THREE COTTAGES WINSICK	229 MANSFIELD ROAD	CHESTERFIELD	S41 0JJ	DY240561	Freehold
201920	THE THREE COTTAGES WINSICK	229 MANSFIELD ROAD	CHESTERFIELD	S41 0JJ	DY250462	Freehold
201810	THOMAS BECKET CANTERBURY	21 BEST LANE	CANTERBURY	CT1 2JB	K771792	Freehold
300410	THREE BISHOPS BRIGHSTONE	MAIN ROAD	NEWPORT	PO30 4AH	IW35709	Freehold
373020	THREE CRUTCHES ROCHESTER	OLD WATLING STREET	ROCHESTER	ME2 3UG	K819773	Freehold
200022	THREE HORSE SHOES, BILLINGHAM	COWPEN BEWLEY	BILLINGHAM	TS23 4HS	CE125892	Freehold
201041	THREE HORSE SHOES HAZLEMERE	329 AMERSHAM ROAD	HIGH WYCOMBE	HP15 7PX	BM203377	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200175	THREE HORSE SHOES, KILLINGHALL	RIPON ROAD	HARROGATE	HG3 2DH	NYK140287	Freehold
200175	THREE HORSE SHOES KILLINGHALL	RIPON ROAD	HARROGATE	HG3 2DH	NYK188706	Freehold
203492	THREE HORSE SHOES, LEABROOKS	68 MAIN ROAD	ALFRETON	DE55 1LT	DY314113	Freehold
202117	THREE HORSE SHOES, WEST BUTTER	1 NORTH STREET	SCUNTHORPE	DN17 3JR	HS161018	Freehold
201083	THREE HORSESHOES CHEDDINGTON	MENTMORE ROAD	LEIGHTON BUZZARD	LU7 0SD	BM202211	Freehold
300160	THREE HORSESHOES L/HANBORO	18 MAIN ROAD	WITNEY	OX29 8BE	ON165653	Freehold
201144	THREE HORSESHOES, TOWERSEY	CHINNOR ROAD	THAME	OX9 3QY	ON171992	Freehold
202121	THREE LEGS OF MAN MANCHESTER	402 STRETFORD ROAD	MANCHESTER	M15 4AE	GM537966	Freehold
300011	THREE PILCHARDS POLPERRO	QUAY ROAD	LOOE	PL13 2QZ	CL78466	Freehold
300011	THREE PILCHARDS POLPERRO	QUAY ROAD	LOOE	PL13 2QZ	CL94463	Freehold
200283	THREE SWALLOWS CLEY NEXT THE	NEWGATE GREEN	CLEY NEXT THE SEA	NR25 7TT	NK99335	Freehold
203494	THREE TERRIERS, HEYWOOD	8 BRIDGE STREET	HEYWOOD	OL10 1JB	GM28872	Freehold
200138	THREE TUNS HOTEL, FILEY	MURRAY STREET	FILEY	YO14 9DG	NYK140324	Freehold
200938	THREE TUNS BARLESTONE NUN	16 WEST END	NUNEATON	CV13 0EJ	LT271972	Freehold
203497	THREE TUNS HELSTON	THE SQUARE	HELSTON	TR12 6NA	CL157557	Freehold
202122	THREE TUNS HETTON-LE-HOLE	161 HOUGHTON ROAD	HOUGHTON LE SPRING	DH5 9PN	TY355393	Freehold
202123	THREE WHEAT HEADS, THROPTON	THROPTON	MORPETH	NE65 7LR	ND63112	Freehold
202124	TIGER INN BEVERLEY	LAIRGATE	BEVERLEY	HU17 8JG	YEA7593	Freehold
300397	TIGER INN, NORTH NEWBALD	THE GREEN	YORK	YO43 4SA	HS211971	Freehold
200070	TIMES INN, DALTON LE DALE	DALTON LE DALE	SEAHAM	SR7 8QA	DU186988	Freehold
202367	TONIC, CHESHIRE	27 PICKFORD STREET	MACCLESFIELD	SK11 6JD	CH445539	Freehold
200970	TOP BELL WOLLASCOTE STOUR	BELMONT ROAD	STOURBRIDGE	DY9 8AS	WM603652	Freehold
203500	TOP HOUSE LIVERPOOL	122 WALTON VILLAGE	LIVERPOOL	L4 6TN	MS138874	Freehold
203502	TOPHAMS TAVERN, LITTLEBOROUGH	18 SMITHY BRIDGE ROAD	LITTLEBOROUGH	OL15 8QF	GM176402	Leasehold
200139	TRAFALGAR HOTEL, SCARBOROUGH	60 TRAFALGAR STREET WEST	SCARBOROUGH	YO12 7AX	NYK140325	Freehold
202130	TRAVELLERS INN, OXSPRING	FOUR LANE ENDS	SHEFFIELD	S36 8YJ	SYK158069	Freehold
202135	TRAVELLERS REST CHOPPINGTON	SCOTLAND GATE	CHOPPINGTON	NE62 5SS	ND112505	Freehold
203504	TRAVELLERS REST, EUXTON	DAWBERS LANE	CHORLEY	PR7 6EG	LA848365	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203505	TRAVELLERS REST FIVE CROSSES	KINGSLEY ROAD	FRODSHAM	WA6 6SL	CH445007	Freehold
300065	TRAVELLERS REST PENSFORD	PENSFORD HILL	BRISTOL	BS39 4JF	AV219620	Freehold
202136	TRAVELLING MAN, WEST BOLDON	NEWCASTLE ROAD	EAST BOLDON	NE36 0BQ	TY263001	Freehold
202136	TRAVELLING MAN WEST BOLDON	NEWCASTLE ROAD	EAST BOLDON	NE36 0BQ	TY264117	Freehold
200286	TREBLE TILE WEST BERGHOLT	COLCHESTER ROAD	COLCHESTER	CO6 3JQ	EX382138	Freehold
203510	TRELOWARREN ARMS, FALMOUTH	BUDOCK WATER	FALMOUTH	TR11 5DR	CL151689	Freehold
203511	TREVELYAN ARMS PENZANCE	FORE STREET	PENZANCE	TR20 9JU	CL151690	Freehold
203290	TURF TAVERN NOTTINGHAM	UPPER PARLIAMENT STREET	NOTTINGHAM	NG1 2AG	NT344553	Freehold
203516	TURKS HEAD HEIGHINGTON	16 HIGH STREET	LINCOLN	LN4 1RG	LL174689	Freehold
203517	TURKS HEAD, PENZANCE	CHAPEL STREET	PENZANCE	TR18 4AF	CL151680	Freehold
202141	TURKS HEAD, RETFORD	GROVE STREET	RETFORD	DN22 6LA	NT340985	Freehold
202138	TURKS HEAD VILLAGE GREEN	HIGH STREET	MORPETH	NE65 7TE	ND63110	Freehold
203518	TURKS HEAD WEYMOUTH	6 EAST STREET	WEYMOUTH	DT3 4DS	DT270424	Freehold
202143	TURNPIKE, MIDDLEWICH	78 WARMINGHAM LANE	MIDDLEWICH	CW10 0DJ	CH351874	Freehold
300311	TWO POINTERS, WOODLESFORD	69 CHURCH STREET	LEEDS	LS26 8RE	WYK669554	Freehold
201811	TWO SAWYERS, CANTERBURY	58 IVY LANE	CANTERBURY	CT1 1TU	K764021	Freehold
203521	UNICORN, CRONTON	405 CRONTON ROAD	WIDNES	WA8 5QF	MS421963	Freehold
203522	UNICORN, KINGS LANGLEY	38 GALLONS HILL	KINGS LANGLEY	WD4 8LU	HD301278	Freehold
201483	UNION EXCHANGE COLNE	63 MARKET STREET	COLNE	BB8 0LL	LA727963	Freehold
200089	UNION INN MALTON	46 COMMERCIAL STREET	MALTON	YO17 9ES	NYK140356	Freehold
203525	UNION TAVERN, RUNCORN	UNION STREET	RUNCORN	WA7 5SU	CH218014	Freehold
203525	UNION TAVERN, RUNCORN	UNION STREET	RUNCORN	WA7 5SU	CH218026	Freehold
203525	UNION TAVERN, RUNCORN	UNION STREET	RUNCORN	WA7 5SU	CH463421	Freehold
203525	UNION TAVERN, RUNCORN	UNION STREET	RUNCORN	WA7 5SU	CH479413	Freehold
203524	UNION VAULTS, MILTON STREET	44 EGERTON STREET	CHESTER	CH1 3ND	CH250658	Leasehold
203524	UNION VAULTS, MILTON STREET	44 EGERTON STREET	CHESTER	CH1 3ND	CH328993	Freehold
202157	VICTORIA & ALBERT SEATON DELA	SEATON TERRACE	WHITLEY BAY	NE25 0AT	ND112563	Freehold
202157	VICTORIA & ALBERT, SEATON DELA	SEATON TERRACE	WHITLEY BAY	NE25 0AT	ND32438	Freehold
203540	VICTORIA HOTEL, BURNHAM ON SEA	25 VICTORIA STREET	BURNHAM-ON-SEA	TA8 1EQ	ST140400	Freehold
203541	VICTORIA HOTEL, COALVILLE	WHITWICK ROAD	COALVILLE	LE67 3FA	LT324793	Freehold
201248	VICTORIA INN RICHMOND	78 HILL RISE	RICHMOND	TW10 6UB	TGL103937	Freehold
300120	VICTORIA INN SHEPTON MALLETT	BOARD CROSS	SHEPTON MALLET	BA4 5DX	ST87607	Freehold
202155	VICTORIA BRAMPTON	21 VICTORIA STREET WEST	CHESTERFIELD	S40 3QY	DY212422	Freehold
203528	VICTORIA BURNAGE	196 BURNAGE LANE	MANCHESTER	M19 1FL	GM848745	Freehold
202151	VICTORIA, FARNWORTH	42-44 MARKET STREET	BOLTON	BL4 7NY	GM540440	Freehold
203526	VICTORIA, HANLEY	VICTORIA SQUARE	STOKE-ON-TRENT	ST1 4JH	SF308696	Freehold
203531	VICTORIA NEWTON LE WILLOWS	322 WARGRAVE ROAD	NEWTON-LE-WILLOWS	WA12 8EP	MS424140	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203531	VICTORIA, NEWTON LE WILLOWS	322 WARGRAVE ROAD	NEWTON-LE-WILLOWS	WA12 8EP	MS426329	Leasehold
202149	VICTORIA, SHEFFIELD	203 GLEADLESS ROAD	SHEFFIELD	S2 3AL	SYK158068	Freehold
202148	VICTORIA, STAVELEY	LOWGATES	CHESTERFIELD	S43 3TR	DY205754	Freehold
203535	VICTORIA, STOCKPORT	125 HALL STREET	STOCKPORT	SK1 4HE	GM899210	Freehold
203535	VICTORIA, STOCKPORT	125 HALL STREET	STOCKPORT	SK1 4HE	GM470959	Freehold
203537	VICTORIA, WOOLTON	QUARRY STREET	LIVERPOOL	L25 6EY	MS421999	Freehold
203545	VICTORY INN, TRURO	VICTORY HILL	TRURO	TR2 5DQ	CL151681	Freehold
201848	VILLAGE INN, TEWKESBURY	TWYNING GREEN	TEWKESBURY	GL20 6DF	GR182592	Freehold
113586	VILLAGE INN, WITCHFORD	80 MAIN STREET	ELY	CB6 2HQ	CB129449	Freehold
200289	VILLAGE MAID, LOUND	71 THE STREET	LOWESTOFT	NR32 5LP	SK81282	Freehold
203547	VINE TAVERN, THATTO HEATH	16 ELEPHANT LANE	ST HELENS	WA9 5QG	LA371667	Freehold
203549	VOLUNTEER CANTEN WATERLOO	45 EAST STREET	LIVERPOOL	L22 8OR	MS441485	Freehold
203551	VOLUNTEER INN, SIDMOUTH	52 TEMPLE STREET	SIDMOUTH	EX10 9BQ	DN417328	Freehold
202162	VULCAN, DEANE	10-12 JUNCTION ROAD	BOLTON	BL3 4LT	GM540439	Freehold
202162	VULCAN, DEANE	10-12 JUNCTION ROAD	BOLTON	BL3 4LT	GM540442	Leasehold
203552	VYVYAN ARMS, CAMBORNE	114 TRELOWARREN STREET	CAMBORNE	TR14 8AN	CL152280	Freehold
300162	WAGGON & HORSES, ADDLESTONE	43 SIMPLEMARSH ROAD	ADDLESTONE	KT15 1QH	SY337124	Freehold
200542	WAGGON & HORSES, EATON SOCON	184 GREAT NORTH ROAD	ST NEOTS	PE19 8EF	CB161368	Freehold
203554	WAGGON & HORSES, GREAT AMWEL	PEPPER HILL	WARE	SG12 9RQ	HD301481	Freehold
203556	WAGGONERS ARMS CAMBORNE	41 TRELOWARREN STREET	CAMBORNE	TR14 8AQ	CL154635	Freehold
203557	WALMER BRIDGE WALMER BRIDGE	LIVERPOOL OLD ROAD	PRESTON	PR4 5QE	LA850646	Leasehold
203557	WALMER BRIDGE WALMER BRIDGE	LIVERPOOL OLD ROAD	PRESTON	PR4 5QE	LA852085	Freehold
300456	WALNUT TREE, PETERBOROUGH	32 HORSEGATE	PETERBOROUGH	PE6 8EW	LL183921	Freehold
200860	WARWICKSHIRE LAD WOOD END	TANWORTH IN ARDEN	SOLIHULL	B94 5DP	WK356452	Freehold
202169	WATER RAT, RIPON	BONDGATE GREEN	RIPON	HG4 1QU	NYK58074	Freehold
202170	WATERFORD ARMS TYNE & WEAR	COLLYWELL BAY ROAD	WHITLEY BAY	NE26 4QZ	ND112380	Freehold
203562	WATERLOO TAVERN ASHTON-UNDER-	490-492 OLDHAM ROAD	ASHTON-UNDER-LYNE	OL7 9QH	GM45148	Freehold
203562	WATERLOO TAVERN, ASHTON-UNDER-	490-492 OLDHAM ROAD	ASHTON-UNDER-LYNE	OL7 9QH	LA374253	Freehold
203562	WATERLOO TAVERN, ASHTON-UNDER-	490-492 OLDHAM ROAD	ASHTON-UNDER-LYNE	OL7 9QH	GM872620	Freehold
203562	WATERLOO TAVERN ASHTON-UNDER-	490-492 OLDHAM ROAD	ASHTON-UNDER-LYNE	OL7 9QH	GM650378	Leasehold
203565	WEAVERS ARMS SWINTON	35 SWINTON HALL ROAD	MANCHESTER	M27 4BL	LA255441	Freehold
203567	WELCOME INN SKEGNESS	BURGH OLD ROAD	SKEGNESS	PE25 2LJ	LL174698	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202173	WELCOME TAVERN BISHOP AUCKLAN	45 WALDRON STREET	BISHOP AUCKLAND	DL14 7DS	DU230428	Freehold
200142	WELLINGTON HOTEL, SCARBOROUGH	CASTLE ROAD	NORTH YORKSHIRE	YO11 1XE	NYK140326	Freehold
203569	WELLINGTON BOREHAMWOOD	4 THEOBALD STREET	BOREHAMWOOD	WD6 4SE	HD301436	Freehold
203570	WELLINGTON DITTON	PRESCOT ROAD	WIDNES	WA8 7PD	CH443451	Freehold
203571	WELLINGTON WELSHPOOL	2 BERREW STREET	WELSHPOOL	SY21 7SQ	WA946771	Freehold
202175	WELLWOOD ARMS, AMBLE	HIGH STREET	MORPETH	NE65 0LD	ND63111	Freehold
200292	WEST NORFOLK, KINGS LYNN	91 STATION ROAD	KING S LYNN	PE31 7AW	NK145269	Freehold
370987	WEST RIDING, LEEDS	38 WELLINGTON STREET	LEEDS	LS1 2DE	WYK686973	Freehold
300299	WEST TOWN HOTEL, HAYLING ISLAND	52 STATION ROAD	HAYLING ISLAND	PO11 0EL	HP539091	Freehold
203576	WESTWOOD PARK HOTEL, WELSHPOOL	SALOP ROAD	WELSHPOOL	SY21 7EA	WA927820	Freehold
202179	WHARTON ARMS, BEDLINGTON	BURDON TERRACE	BEDLINGTON	NE22 6DA	ND112434	Freehold
200050	WHEATSHEAF INN STAINDROP DALL	42 SOUTH GREEN	DARLINGTON	DL2 3LD	DU187009	Freehold
300206	WHEATSHEAF, ALTON	7 MARKET SQUARE	ALTON	GU34 1HD	HP448281	Freehold
203578	WHEATSHEAF, APPLEY BRIDGE	287 MILES LANE	WIGAN	WN6 9DQ	GM827133	Freehold
200823	WHEATSHEAF BENTON SQUARE	WHITLEY ROAD	NEWCASTLE UPON TYNE	NE12 9SU	TY248811	Freehold
300110	WHEATSHEAF, CORSTON	WELLS ROAD	BATH	BA2 9HB	AV219510	Leasehold
300163	WHEATSHEAF, DDCOT	WANTAGE ROAD	DDCOT	OX11 0BS	ON165654	Freehold
121063	WHEATSHEAF, INGLETON	22 HIGH STREET	CARNFORTH	LA6 3AD	NYK89176	Freehold
203579	WHEATSHEAF, LIVERPOOL	186 EAST PRESCOT ROAD	LIVERPOOL	L14 5NG	MS425433	Freehold
200477	WHEATSHEAF, OAKHAM	STRETTON ROAD	OAKHAM	LE15 7NP	LT288493	Freehold
202182	WHEATSHEAF, STOCKPORT	205-209 HIGHER HILLGATE	STOCKPORT	SK1 3RB	GM598919	Freehold
203582	WHEATSHEAF, SUTTON	MILL LANE	ST HELENS	WA9 4HN	MS424727	Freehold
203583	WHEATSHEAF WESTHOUGHTON	106 MARKET STREET	BOLTON	BL5 3AZ	GM827139	Freehold
203583	WHEATSHEAF, WESTHOUGHTON	106 MARKET STREET	BOLTON	BL5 3AZ	GM842252	Leasehold
373209	WHEATSHEAF, CHELMSFORD	28 NEW STREET	CHELMSFORD	CM1 1NT	EX658010	Freehold
126113	WHEEL INN, HOLBROOK	14 CHAPEL STREET	BELPER	DE56 0TQ	DY384136	Freehold
203586	WHEEL INN, TRURO	TRESILLIAN	TRURO	TR2 4BA	CL223781	Leasehold
201231	WHEEL, STOKES-ON-TRENT	LEEK ROAD	STOKES-ON-TRENT	ST9 9QF	SF344439	Freehold
300207	WHISTLE STOP LISS	HILL BROW ROAD	LISS	GU33 7DS	HP448273	Freehold
202609	WHITE HART, TRURO	25 NEW BRIDGE STREET	TRURO	TR1 2AA	CL151892	Freehold
203594	WHITE HART HOTEL, NEWTON ABBOT	8 EAST STREET	NEWTON ABBOT	TQ12 1AG	DN382039	Freehold
203595	WHITE HART INN OLDHAM	489 HOLLINS ROAD	OLDHAM	OL8 3TP	GM827446	Leasehold
201069	WHITE HART INN, QUORN	32 HIGH STREET	LOUGHBOROUGH	LE12 8DT	LT272013	Freehold
200833	WHITE HART TAP, ST ALBANS	4 KEYFIELD	ST ALBANS	AL1 1QJ	HD328519	Freehold
202186	WHITE HART, BAWTRY	12 SWAN STREET	DONCASTER	DN10 6JQ	SYK314369	Freehold
128442	WHITE HART, BODMIN	POOL STREET	BODMIN	PL31 2HA	CL47465	Freehold
203589	WHITE HART, CAMBORNE	30 COMMERCIAL STREET	CAMBORNE	TR14 8JS	CL154636	Freehold
203590	WHITE HART, FERNHILL HEATH	161 DROITWICH ROAD	WORCESTER	WR3 8RP	HW108258	Freehold
200462	WHITE HART, HADLEIGH	48 BRIDGE STREET	IPSWICH	IP7 6DB	SK130827	Freehold
202185	WHITE HART, HARTLEPOOL	FRONT STREET	HARTLEPOOL	TS27 3AW	CE124165	Freehold
202185	WHITE HART, HARTLEPOOL	FRONT STREET	HARTLEPOOL	TS27 3AW	CE138927	Freehold
203591	WHITE HART, HELSTON	THE SQUARE	HELSTON	TR12 6ND	CL176602	Freehold
203591	WHITE HART, HELSTON	THE SQUARE	HELSTON	TR12 6ND	CL639330	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
200943	WHITE HART, HOUGH	NEWCASTLE ROAD	CREWE	CW2 5JS	CH381835	Freehold
300080	WHITE HART, OLVESTON	THE STREET	BRISTOL	BS35 4DR	AV218019	Freehold
203593	WHITE HART, PENZANCE	LUDGVAN	PENZANCE	TR20 8EY	CL151682	Freehold
373163	WHITE HORSE, BOLTON	177 STITCH MIL LANE	BOLTON	BL2 4HT	GM886924	Freehold
200301	WHITE HORSE, CHEDGRAVE	NORWICH ROAD	NORWICH	NR14 6ND	NK99347	Freehold
202192	WHITE HORSE, CLWYD	LLANFAIR DYFFRYN CLWYD	RUTHIN	LL15 2RU	WA446308	Freehold
300231	WHITE HORSE FAREHAM	44 NORTH WALLINGTON	FAREHAM	PO16 8TE	HP310467	Freehold
200465	WHITE HORSE FELIXSTOWE	33 CHURCH ROAD	FELIXSTOWE	IP11 9NF	SK130783	Freehold
202190	WHITE HORSE, FERRYHILL	23 MARKET STREET	FERRYHILL	DL17 8JN	DJ230207	Freehold
200299	WHITE HORSE, HOLME NEXT SEA	40 KIRKGATE STREET	HUNSTANTON	PE36 6LH	NK100254	Freehold
203598	WHITE HORSE, IRONBRIDGE	LINCOLN HILL	TELFORD	TF8 7NX	SL124616	Freehold
300371	WHITE HORSE RUDDINGTON	60 CHURCH STREET	NOTTINGHAM	NG11 6HD	NT251033	Freehold
300448	WHITE HORSE, SOUTHAMPTON	MAIN ROAD	SOUTHAMPTON	SO40 4US	HP605038	Freehold
203089	WHITE HORSE, ST ALBANS	182 HIGH STREET	ST ALBANS	AL2 1JY	HD301351	Freehold
200298	WHITE HORSE, TROWSE	THE WHITE HORSE	NORWICH	NR14 8ST	NK99344	Freehold
203600	WHITE HORSE, WELWYN	30 MILL LANE	WELWYN	AL6 9ET	HD390976	Freehold
203599	WHITE HORSE, WHALEY BRIDGE	141 BUXTON ROAD	HIGH PEAK	SK23 7HX	DY325360	Leasehold
203601	WHITE HORSE WOOLTON	2 ACREFIELD ROAD	LIVERPOOL	L25 5JL	MS421975	Freehold
203605	WHITE LION, BUCKLEY	MOLD ROAD	BUCKLEY	CH7 2NH	WA940497	Freehold
203608	WHITE LION, COPPENHALL	35 WARMINGHAM ROAD	CREWE	CW1 4PS	CH445021	Freehold
203607	WHITE LION, DENBIGH	BACK ROW	DENBIGH	LL16 3TE	WA940502	Freehold
202545	WHITE LION, DUNSTABLE	CHALK HILL	DUNSTABLE	LU6 1RS	BD69821	Freehold
201765	WHITE LION, EARBLY	RILEY STREET	BARNOLDSWICK	BB18 6NX	LA783335	Freehold
300164	WHITE LION, EGHAM	115 HIGH STREET	EGHAM	TW20 9HQ	SY373026	Freehold
203611	WHITE LION, LOUGHBOROUGH	23 MAIN STREET	LOUGHBOROUGH	LE12 6RH	NT342648	Freehold
203610	WHITE LION, MACCLESFIELD	105 MILL STREET	MACCLESFIELD	SK11 6NN	CH456693	Freehold
200957	WHITE LION, MARLBOROUGH	22 BREACH ROAD	HEANOR	DE75 7NJ	DY259067	Freehold
203613	WHITE LION, ST ALBANS	91 SOPWELL LANE	ST ALBANS	AL1 1RN	HD301325	Freehold
203604	WHITE LION, WHERWELL	WHERWELL	ANDOVER	SP11 7JF	HP516598	Freehold
200543	WHITE SWAN, BLUNTISHAM	30 HIGH STREET	HUNTINGDON	PE28 3LD	CB126167	Freehold
373220	WHITE SWAN, BRADFORD	147 HIGH STREET	BRADFORD	BD6 1JU	WYK683637	Freehold
200515	WHITE SWAN, BUNGAY	16 MARKET PLACE	BUNGAY	NR35 1AW	SK116677	Freehold
201289	WHITE SWAN, BURNTWOOD	2 CANNOCK ROAD	BURNTWOOD	WS7 0BJ	SF344976	Freehold
300111	WHITE SWAN, DOWNEND	70 NORTH STREET	BRISTOL	BS16 5SG	AV216005	Freehold
203617	WHITE SWAN, PEMBERTON	828 ORMSKIRK ROAD	WIGAN	WN5 8AU	GM823392	Freehold
203620	WHITNASH TAVERN, WHITNASH	ST MARGARET'S ROAD	LEAMINGTON SPA	CV31 2NX	WK109663	Leasehold
113678	WHITTLE WAY, PETERBOROUGH	CENTRAL SQUARE	PETERBOROUGH	PE2 8RH	CB145234	Freehold
300387	WHY NOT INN, HALESOWEN	WHYNOT STREET	HALESOWEN	B63 2JH	WM436119	Freehold
203621	WICKSTEAD ARMS, NANTWICH	5 MILL STREET	NANTWICH	CW5 5ST	CH456694	Freehold
200520	WILD MAN, NORWICH	29 BEDFORD STREET	NORWICH	NR2 1AG	NK405266	Leasehold
201161	WILKES HEAD, EASTERGATE	CHURCH LANE	CHICHESTER	PO20 3UT	WSX192445	Freehold
374189	WILLIAM IV INN, HALIFAX	247 KING CROSS ROAD	HALIFAX	HX1 3JL	WYK684591	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
203301	WILLIAMS BAR AND LOUNGE	90-94 LUMLEY ROAD	SKEGNESS	PE25 3ND	LL174701	Freehold
202200	WILLOWBANK, ANFIELD	1 TOWNSEND LANE	LIVERPOOL	L6 0AX	MS349008	Freehold
300232	WINCHESTER, PORTSMOUTH	99 WINCHESTER ROAD	PORTSMOUTH	PO2 7PS	HP507699	Freehold
203623	WINDLE HOTEL, ST HELENS	HARD LANE	ST HELENS	WA10 6NY	MS421981	Freehold
300302	WINDMILL, RAMSGATE	45 NEWINGTON ROAD	RAMSGATE	CT12 6EW	K408976	Freehold
200143	WINDSOR HOTEL, BRIDLINGTON	14 WINDSOR CRESCENT	BRIDLINGTON	YO15 3HY	HS204318	Freehold
203628	WISE MAN DORCHESTER	WEST STAFFORD	DORCHESTER	DT2 8AG	DT270423	Freehold
373198	WOLLATON PUB & KITCHEN	LAMBOURNE DRIVE	WOLLATON	NG8 1GR	NT349502	Freehold
200563	WOOBAR WORCESTER	35 ST NICHOLAS STREET	WORCESTER	WR1 1UW	HW122079	Freehold
200870	WOODLANDS HOTEL, OAKENSHAW	14 MILL CARR HILL ROAD	BRADFORD	BD12 7EZ	WYK561382	Freehold
200870	WOODLANDS HOTEL, OAKENSHAW	14 MILL CARR HILL ROAD	BRADFORD	BD12 7EZ	WYK423962	Freehold
202164	WOODLEY ARMS, WOODLEY	85 WOODLEY PRECINCT	STOCKPORT	SK6 1RJ	GM628133	Leasehold
371293	WOODSMAN LEYLAND	LANCASTER LANE	LEYLAND	PR25 5RY	LA876885	Freehold
202204	WOOLPACK INN PENRITH	1 BURROWGATE	PENRITH	CA11 7TA	CU148175	Freehold
200469	WOOLPACK, IPSWICH	1 TUDENHAM ROAD	IPSWICH	IP4 2SH	SK116119	Freehold
370982	WOOLPACK LEEDS	18 NEW ROAD	LEEDS	LS19 7SE	WYK686969	Freehold
200556	WOOLPACK SITTINGBOURNE	17 THE STREET	SITTINGBOURNE	ME9 8SH	K758837	Freehold
203631	WYKE SMUGGLERS, WYKE REGIS	76 PORTLAND ROAD	WEYMOUTH	DT4 9AB	DT267807	Freehold
203635	Y VAULTS BANGOR	334 HIGH STREET	BANGOR	LL57 1YA	WA940507	Freehold
300307	YACHT PENSARN, ABERGELE	1 MARINE ROAD	ABERGELE	LL22 7PR	WA839349	Freehold
200277	YE OLD SWAN, BRIGHTLINGSEA	15 HIGH STREET	COLCHESTER	CO7 0AE	EX434897	Freehold
200144	YE OLDE FORGE VALLEY, SCARBORO	PICKERING ROAD	SCARBOROUGH	YO13 9JE	NYK140327	Freehold
203636	YE OLDE WHITE LION OSWESTRY	OAKHURST ROAD	OSWESTRY	SY11 1BH	SL124613	Freehold
203640	YORK HOUSE THATTO HEATH	96 NUTGROVE ROAD	ST HELENS	WA9 5JL	MS424745	Freehold
203641	YORKSHIRE HOUSE SHREWSBURY	ST MARYS PLACE	SHREWSBURY	SY1 1DX	SL124606	Freehold
202213	ZETLAND HOTEL MARSKE-BY-SEA	9 HIGH STREET	REDCAR	TS11 6JQ	CE150392	Freehold
203642	ZETLAND HOTEL, WARWICK	11 CHURCH STREET	WARWICK	CV34 4AB	WK109658	Freehold

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202286	ANCHOR BAR PAISLEY	23A GAUZE STREET	PAISLEY	PA1 1ES	REN41417	Absolute Ownership
202289	ARGYLL & SUTHERLAND, GREENOCK	1 BRUCE STREET	GREENOCK	PA15 4LL	REN64517	Absolute Ownership
202283	BAR SOBA, GLASGOW	116-122 BYRES ROAD	GLASGOW	G12 8TB	GLA154041	Leasehold
200621	BESOM, COLDSTREAM	77 HIGH STREET	COLDSTREAM	TD12 4AE	BER312	Absolute Ownership
202293	BRADLEYS, HAMILTON	204 HILLHOUSE ROAD	HAMILTON	ML3 9NS	LAN124130	Absolute Ownership
202266	BROADSTRAIK INN ABERDEEN	ELRICK	WESTHILL	AB32 6TL	ABN62799	Absolute Ownership
202290	BURGH BAR DUNBARTON	117 HIGH STREET	DUMBARTON	G82 1LF	DMB45949	Absolute Ownership
202224	BURLINGTON BERTIES, EDINBURGH	11-13 TARVIT STREET	EDINBURGH	EH3 9LB	MID7724	Absolute Ownership
202269	CHERRY TREE WISHAW	259 NETHERTON ROAD	WISHAW	ML2 0BP	LAN40272	Leasehold
202228	CITY LIMITS, EDINBURGH	379 LEITH WALK	EDINBURGH	EH6 8SE	MID7731	Absolute Ownership
116139	CLIFTON HOTEL LOSSIEMOUTH	5 CLIFTON ROAD	LOSSIEMOUTH	IV31 6DJ	MOR1003	Absolute Ownership
200629	CORNERSTONE HIGH BLANTYRE	360 MAIN STREET	GLASGOW	G72 9TD	LAN87593	Absolute Ownership
117609	CROFTMALLOCH INN WHITBURN	LONGRIDGE ROAD	BATHGATE	EH47 8HB	WLN33011	Absolute Ownership
202279	CYAN MILNGAVIE	STEWART STREET	MILNGAVIE	G62 6BW	DMB56394	Leasehold
202242	DUNBLANE HOTEL DUNBLANE	10 STIRLING ROAD	DUNBLANE	FK15 9EP	PTH2589	Absolute Ownership
124485	ESPLANADE PORTOBELLO	62-64 BATH STREET	EDINBURGH	EH15 1HF	MID72505	Absolute Ownership

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
121062	FERRYBOAT, ULLAPOOL	SHORE STREET	ULLAPOOL	IV26 2UJ	ROS3432	Absolute Ownership
200624	GOLFERS REST, NORTH BERWICK	109 HIGH STREET	NORTH BERWICK	EH39 4HD	ELN1370	Absolute Ownership
202271	HALT BAR GLASGOW	160 WOODLANDS ROAD	GLASGOW	G3 6LF	GLA67681	Absolute Ownership
117021	ISLES HOTEL PORTREE	SOMERLED SQUARE	PORTREE	IV51 9EH	INV8815	Absolute Ownership
200625	KIND MAN'S, RENFREW	25 HAIRST STREET	RENFREW	PA4 8QU	REN77276	Absolute Ownership
113679	KINGS ARMS MELROSE	HIGH STREET	MELROSE	TD6 9PB	ROX5211	Absolute Ownership
128134	LOSSIE INN LOSSIEMOUTH	18 CLIFTON ROAD	LOSSIEMOUTH	IV31 6DJ	MOR1003	Absolute Ownership
202275	MAINS OF SCOTSTOWN BRIDGE OF	1 JESMOND SQUARE EAST	ABERDEEN	AB22 8WT	ABN15667	Absolute Ownership
121586	MALTINGS, CUMBERNAULD	LARCH ROAD	GLASGOW	G67 3AZ	DMB10580	Absolute Ownership
202245	MARQUIS BAR, GLASGOW	1082 SHETTLESTON ROAD	GLASGOW	G32 7PW	GLA41552	Absolute Ownership
202214	MAYFLOWER LOANHEAD	30-34 FOUNTAIN PLACE	LOANHEAD	EH20 9DU	MID7745	Absolute Ownership
202225	MORIARTY'S EDINBURGH	161 LOTHIAN ROAD	EDINBURGH	EH3 9AA	MID7755	Absolute Ownership
202277	OFFICE, ABERDEEN	7 CROWN STREET	ABERDEEN	AB11 6HA	ABN62797	Absolute Ownership
119675	OLD ABERLADY INN ABERLADY	WEST MAINS STREET	LONGNIDDY	EH32 0RF	ELN8883	Absolute Ownership
125944	OLD ORIGINAL, BLANTYRE	285 GLASGOW ROAD	GLASGOW	G72 9HJ	LAN129018	Absolute Ownership
202298	PARKWAY, ABERDEEN	BALGOWNIE ROAD	ABERDEEN	AB22 8LX	ABN19078	Absolute Ownership
202250	PHEASANT HOTEL DALBEATTIE	MAXWELL STREET	DALBEATTIE	DG5 4AH	KRK4434	Absolute Ownership
117018	PORTREE HOTEL PORTREE	SOMERLED SQUARE	PORTREE	IV51 9EH	INV8815	Absolute Ownership
117018	PORTREE HOTEL, PORTREE	SOMERLED SQUARE	PORTREE	IV51 9EH	INV4113	Absolute Ownership
202299	RED COMYN CUMBERNAULD	MOSSGIEL ROAD	GLASGOW	G67 2EY	DMB12435	Absolute Ownership
202222	REGENT, EDINBURGH	2 MONTROSE TERRACE	EDINBURGH	EH7 5DL	MID7730	Absolute Ownership
202248	ROB ROY, STIRLING	1 WALLACE STREET	STIRLING	FK8 1NP	STG34675	Absolute Ownership
122237	ROWANTREE UDDINGSTON	60 OLD MILL ROAD	GLASGOW	G71 7PF	LAN133670	Absolute Ownership

Outlet ID	Outlet Name	Address Line1	Address City	Post Code	Title Number	Tenure
202278	SCOTIA BAR, ABERDEEN	7-11 SUMMERFIELD TERRACE	ABERDEEN	AB24 5JB	ABN62800	Absolute Ownership
202281	SUN INN CAMBUSLANG	283 HAMILTON ROAD	GLASGOW	G72 7PG	LAN77117	Absolute Ownership
200631	TOWN TAVERN SHETTLESTON	843 SHETTLESTON ROAD	GLASGOW	G32 7NR	GLA50990	Absolute Ownership
129313	WEE THACKIT CARLUKE	5 HIGH STREET	CARLUKE	ML8 4AL	LAN4015	Leasehold
128140	WHEATSHEAF, TORRANCE	MAIN STREET	GLASGOW	G64 4EN	STG40797	Absolute Ownership
202223	WHITE HORSE, EDINBURGH	266 CANONGATE	EDINBURGH	EH8 8AA	MID7735	Absolute Ownership
202218	WINTON ARMS PENCAITLAND	PENCAITLAND	TRANENT	EH34 5DN	ELN3410	Absolute Ownership

**Schedule 2
Securities**

Punch Partnerships (PML) Limited

Name of Company	Issued Share Capital	Description and Number of Shares Held
Punch Taverns (CPM) Ltd	£58,383,685	The entire issued share capital of the company, being 58,383,685 shares of £1 each
Mercury Taverns (Holdings) Limited	£15,000	The entire issued share capital of the company, being 15,000 shares of £1 each
Mercury Taverns Limited	£7,530,000	Punch Partnerships (PML) Limited holds 1 share of £1, Mercury Taverns (Holdings) Limited holds 7,529,999 shares of £1 each

Mercury Taverns (Holdings) Limited

Name of Company	Issued Share Capital	Description and Number of Shares Held
Mercury Taverns Limited	£7,530,000	Mercury Taverns (Holdings) Limited holds 7,529,999 shares of £1 each, Punch Partnerships (PML) Limited holds 1 share of £1

Punch Taverns (CPM) Limited

Name of Company	Issued Share Capital	Description and Number of Shares Held
Punch Taverns (SPM) Limited	£1,001	The entire issued share capital of the company, being 1001 shares of £1 each
Punch Taverns (DPM) Limited	£1,001	The entire issued share capital of the company, being 1000 ordinary shares of £1 each and 1 special deferred share of £1

InnSpired Group Limited

Name of Company	Issued Share Capital	Description and Number of Shares Held
InnSpired Taverns Limited	£1	The entire issued share capital of the company, being 1 share of £1 each
InnSpired Taverns II Limited	£1	The entire issued share capital of the company, being 1 share of £1 each
InnSpired Pubs Limited	£50,000	InnSpired Group Limited holds 49,999 shares of £0.25 each, Punch Taverns (PMH) Limited holds 1 share of £1 each
InnSpired Holdings Limited	£21,718.85	The entire issued share capital of the company, being 2,171,885 shares of £0.01 each
Rhesus Limited	£50,000.00	The entire issued share capital of the company, being 5,000,000 shares of £0.01 each

Schedule 3
Insurance Policies of the Punch Taverns B Group

PROPERTY DAMAGE & BUSINESS INTERRUPTION

INSURER:	C N A Insurance Limited
POLICY NUMBER:	PP631558
PERIOD OF INSURANCE COVER:	00 01 hrs 30 th September 2014 to 24 00 hrs 29 th September 2015
MATERIAL DAMAGE	All risks of physical loss or damage (subject to policy conditions and exclusions)
PROPERTY OWNERS LIABILITY	Claims brought by third parties for bodily injury or damage to property arising out of ownership of Punch Taverns Plc's premises, but not out of occupation or use of the premises Indemnity Limit is £10M any one occurrence/unlimited any one period of insurance
EXCESS	GBP 500,000 each and every loss subject to GBP 1,000 non-ranking excess for Leased Pubs, Tenanted Pubs, Tenants at Will, Unoccupied Pubs and Unlicensed Premises A GBP 3,900,000 annual aggregate applies to Property/Business Interruption and Public Liability

TERRORISM

INSURER:	Bowring Marsh
POLICY NUMBER	DU700713(1)
PERIOD OF INSURANCE COVER:	00 01 hrs 30 th September 2014 to 24 00 hrs 29 th September 2015
COVER	Premises in Zone A (Inner London as defined by Insurers) and Zone B (UK major cities as defined by Insurers) GBP 10,000,000 First Loss Limit combined for Property Damage and Business Interruption each Occurrence and in the aggregate
EXCESS	Property Damage GBP 100,000 each and every occurrence Business Interruption 7 days any one occurrence

EMPLOYERS' LIABILITY

INSURER: C N A Insurance Company Limited

POLICY NUMBER: PP631555

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 24 00 hrs 29th September 2015

SUM INSURED: GBP 10,000,000 each and every claim

EXCESS GBP Nil

PUBLIC/PRODUCTS LIABILITY

INSURER: C N A Insurance Company Limited

POLICY NUMBER: PP631555

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 24 00 hrs 29th September 2015

SUM INSURED: Public Liability GBP 10,000,000 any one occurrence
Products Liability GBP 10,000,000 any one occurrence and in the aggregate during any period of insurance

EXCESS GBP 100,000 each and every loss A GBP 4,150,000 annual aggregate applies in respect of Public/Products Liability/Property Damage and Business Interruption

EMPLOYERS' LIABILITY

INSURER: PRIMARY - C N A Insurance Company Limited
EXCESS – ACE European Group Limited

POLICY NUMBER. PRIMARY – PC631555
EXCESS – UKCAN65950

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 24 00 hrs 29th September 2015

LOSS LIMIT : PRIMARY GBP 10,000,000 any one occurrence
EXCESS GBP 15,000,000 any one occurrence
TOTAL COVERAGE GBP 25,000,000
(Cover is limited to GBP 5,000,000 in respect of Asbestos)

PUBLIC/PRODUCTS LIABILITY

INSURER: PRIMARY - C N A Insurance Company Limited
EXCESS – ACE European Group Limited

POLICY NUMBER: PRIMARY - PC631555
EXCESS – UKCAN65950

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 24 00 hrs 29th September 2015

LOSS LIMIT: **PUBLIC LIABILITY**
PRIMARY GBP 10,000,000 any one occurrence and in the aggregate
EXCESS GBP 40,000,000 any one occurrence and in the aggregate
TOTAL COVERAGE GBP 50,000,000

TRAVEL

INSURER: AIG Europe Limited

POLICY NUMBER: 0015901804

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 24 00 hrs 29th September 2015

MOTOR FLEET

INSURER: Allianz

POLICY NUMBER: BV/22397671

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 12 00 hrs 29th September 2015

COVER: Comprehensive Social, domestic and pleasure purposes and use for the business of the Insured

EXCESS: GBP 500 Accidental Damage, Fire, Theft and Windscreen

ENGINEERING INSPECTION

INSURER: Zurich Insurance

POLICY NUMBER: NA22410666

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 12 00 hrs 29th September 2015

COVER: Statutory inspections of items of plant as lodged with Insurers

DIRECTORS & OFFICERS LIABILITY - PRIMARY

INSURER: Chubb Insurance Company of Europe SE

POLICY NUMBER: 82311409

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 24 00 hrs 29th October 2014

LIMIT OF INDEMNITY: GBP 10,000,000 any one loss

EXCESS: GBP 10,000 For Claims brought and maintained entirely outside the USA
USD 50,000 For Claims brought or maintained in whole or in part in the USA

DIRECTORS & OFFICERS LIABILITY – EXCESS LAYER

INSURER Allianz 25, QBE 25%, Liberty Mutual 25%, AIG 25%

POLICY NUMBER. GBF006155131

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 24 00 hrs 29th October 2014

LIMIT OF INDEMNITY GBP 40,000,000 in excess of GBP 10,000,000 any one loss
TOTAL COVERAGE (including primary layer) GBP 50,000,000

CRIME

INSURER: Chubb Insurance Company of Europe SE

POLICY NUMBER: 82311411

PERIOD OF INSURANCE: 00 01 hrs 30th September 2014 to 24 00 hrs 29th October 2014

LIMIT OF INDEMNITY: GBP 10,000,000 any one loss

EXCESS GBP 250,000 applicable to each crime
 GBP 10,000 applicable to each Computer Violation

BENEFIT PLAN LIABILITY

INSURER Chubb Insurance Company of Europe SE

**POLICY
NUMBER** 82311406

**PERIOD OF
INSURANCE** 00 01 hrs 30th September 2014 to 24 00 hrs 29th October 2014

**LIMIT OF
INDEMNITY:** GBP 10,000,000 any one loss

EXCESS GBP 250,000 applicable to each crime

Schedule 4
Form of Security Power of Attorney

THIS POWER OF ATTORNEY is made on ● to take effect on and from the Fifth Closing Date Effective Time by [name of Obligor] (registered in England and Wales [____]) whose registered office is at ● (the "**Principal**")

WHEREAS

- (1) By virtue of a deed of charge (the "**Punch Taverns B Second Priority Deed of Charge**") dated 6 October 2014 (to take effect from the Fifth Closing Date Effective Time) and made between, *inter alios*, Punch Taverns B Finance Limited, Deutsche Trustee Company Limited (as "Borrower Security Trustee") and Barclays Bank Plc (as "Account Bank") provision was made for the execution by the Principal of this Power of Attorney
- (2) Words and phrases in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and phrases in, or incorporated by reference to, the Punch Taverns B Second Priority Deed of Charge

NOW THIS POWER OF ATTORNEY WITNESSETH

- 1 This Power of Attorney is effective on and from the Fifth Closing Date Effective Time
- 2 The Principal hereby irrevocably and by way of security for the performance of the covenants, conditions, obligations and undertakings on the part of the Principal contained in the Punch Taverns B Second Priority Deed of Charge and the Issuer/Borrower Facility Agreement appoints Deutsche Trustee Company Limited and any other person or persons for the time being the trustee or trustees of and under the Punch Taverns B Second Priority Deed of Charge (the "**Attorney**") and any receiver including any administrative receiver and any manager ("**Receiver**") and/or administrator ("**Administrator**") appointed from time to time by the Attorney or on its behalf its true and lawful attorney for and in the Principal's name or otherwise jointly and severally, to do any act matter or thing which the Attorney, Receiver or Administrator considers in each case to be necessary for the protection or preservation of the Attorney's interests and rights (including as described in clauses 9 2(A) (*Pre-enforcement*), 16 1 (*Appointment of Receiver*) and 16 2 (*Appointment of administrative receiver*) of the Punch Taverns B Second Priority Deed of Charge) in and to the relevant Punch Taverns B Second Priority Charged Property or which ought to be done under the covenants, undertakings and provisions contained in the Punch Taverns B Second Priority Deed of Charge on or at any time after the service of a Borrower Enforcement Notice or in any other circumstances where the Attorney has become entitled to take the steps referred to in clause 10 (*Upon enforcement*) of the Punch Taverns B Second Priority Deed of Charge including (without limitation) any or all of the following that is to say -
 - (a) to do every act or thing which the Attorney, Receiver or Administrator may deem to be necessary, proper or expedient for fully and effectually vesting, transferring or assigning the relevant Punch Taverns B Second Priority Charged Property or any part thereof and/or the Principal's estate, right, title, benefit

and/or interest therein or thereto in or to the Attorney and its successors in title or other person or persons entitled to the benefit thereof in the same manner and as fully and effectually, vesting, transferring or charging, as the case may be, in all respects as the Principal could have done,

- (b) the Attorney shall have the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Punch Taverns B Second Priority Deed of Charge) from time to time to appoint a substitute attorney (each a "**Substitute**") who shall have power to act on behalf of the Principal as if that Substitute shall have been originally appointed Attorney by this Power of Attorney and/or to revoke any such appointment at any time without assigning any reason therefor
- 3 In favour of the Attorney, any Receiver and/or Administrator and/or Substitute, or a person dealing with any of them and the successors and assigns of such a person, all acts done and documents executed or signed by the Attorney, a Receiver, an Administrator or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns
- 4 The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Administrator and/or Substitute appointed from time to time by the Attorney and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney
- 5 The provisions of this Clause shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney
- 6 The laws of England shall apply to this Power of Attorney and the interpretation thereof and to all acts of the Attorney and each Receiver and/or Administrator and/or Substitute carried out or purported to be carried out under the terms hereof
- 7 The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorney or attorneys or any Receiver or Administrator or Substitute shall lawfully do or cause to be done in and concerning the Punch Taverns B Second Priority Charged Property

IN WITNESS whereof this Power of Attorney has been executed as a deed by the Principal the day and year first before written

EXECUTED as a DEED by) Director
[])
in the presence of) Director/Secretary

Schedule 5
Form of Notice of Charge to Landlords

Notice

From [The relevant obligor as applicable]
 []

Cc Deutsche Trustee Company Limited

To

[] ●

Dear Sirs,

[Property Description], Lease dated []
between [] and []

We hereby give you notice that

[] by a [deed of charge/standard security] dated [] ● [and
 registered/recorded on []] the property was charged to Deutsche Trustee Company
 Limited of ● by way of second ranking security

[We enclose a cheque for £[] in respect of the registration fee prescribed
 by the Lease]

Please acknowledge receipt of this notice to Deutsche Trustee Company Limited on the
 attached Acknowledgement of [Assignment and] Charge

Yours faithfully,

for and on behalf of

[]

for and- on behalf of

DEUTSCHE TRUSTEE COMPANY LIMITED

Acknowledgement of Notice

From []
To Deutsche Trustee Company Limited

[]●

Dear Sirs,

[Property Description]

I/We hereby acknowledge receipt of the notice of [assignment/transfer and] charge dated
[]

I/We have not received from any other person any notice of [assignment/transfer or] charge in
respect of the Property

Yours faithfully,

Schedule 6

Part 1

Form of Punch Taverns B Standard Security - Land Register

We, [] incorporated under the Companies Acts in England (Number ●) having our Registered Office at [] (hereinafter referred to as []) CONSIDERING that

- (1) in terms of an agreement (hereinafter referred to as the "**Issuer/Borrower Facility Agreement**") entered into between PUNCH PARTNERSHIPS (PML) LIMITED, incorporated under the Companies Acts (Number 03321199) and having its Registered Office at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF (hereinafter referred to as the "**Borrower**") PUNCH TAVERNS FINANCE B LIMITED, incorporated in the Cayman Islands and having its Registered Office at Ugland House, South Church Street, P.O. Box 309, George Town, Grand Cayman, Cayman Islands (hereinafter referred to as the "**Issuer**") and others originally dated 30 June 1999 and as amended and restated from time to time, most recently pursuant to an amendment and restatement agreement dated 8 October 2014 (and as further amended and restated from time to time) the Issuer has agreed to make available to the Borrower and others certain loan facilities,
- (2) in security of the performance of inter alia the obligations of the Borrower and our obligations under or pursuant to the Issuer/Borrower Facility Agreement we have entered into a Deed of Charge (hereinafter referred to as the "**Punch Taverns B Second Priority Deed of Charge**") between, *inter alios*, us, the Borrower, the Issuer, Deutsche Trustee Company Limited, incorporated under the Companies Acts in England (Number 00338230) and having its Registered Office at Winchester House, 1 Great Winchester Street, London EC2N 2DB (hereinafter referred to as the "**Borrower Security Trustee**") and others dated 8 October 2014, in terms of which *inter alia* the Borrower Security Trustee agreed to hold on trust the security created by and pursuant to the Punch Taverns B Second Priority Deed of Charge to secure the respective obligations of the parties thereto under the Issuer/Borrower Facility Agreement and the Punch Taverns B Second Priority Deed of Charge,
- (3) in accordance with the terms of the Punch Taverns B Second Priority Deed of Charge we have agreed to grant this deed, and
- (4) words and expressions defined in the fourth amended and restated master definitions and construction schedule appended to the restructuring implementation deed dated 8 October 2014 and made between, amongst others, the Issuer, the Borrower and the Borrower Security Trust shall, unless the context otherwise required have the same meaning herein and this Deed shall be construed in accordance with the rules of construction set out therein

NOW THEREFORE we, [] in security of the payment and discharge of all and liabilities whatsoever constituting the Punch Taverns B Secured Amounts which now or at any time hereafter may (whether before or after demand) become due, owing or payable pursuant to clause 2 (*Covenant To Pay Secured Amounts And Discharge Secured Liabilities*) of the Punch Taverns B Second Priority Deed of Charge and any variation or alteration thereof and

in implement *pro tanto* of clause 3.2 (*Scottish Property*) of the Punch Taverns B Second Priority Deed of Charge HEREBY GRANT a Standard Security in favour of the Borrower Security Trustee and its successor or successors as Borrower Security Trustee and trustees under and in terms of the Punch Taverns B Second Priority Deed of Charge over ALL and WHOLE [*insert description of Scottish Properties registered or in course of registration in the Land Register*] (the "**Security Subjects**") The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative of the time being shall apply And we agree that (ONE) the Standard Conditions shall be varied to the effect that in so far as the provisions of the Issuer/Borrower Facility Agreement or the Punch Taverns B Second Priority Deed of Charge extend, add to, depart from or conflict with the Standard Conditions, the Issuer/Borrower Facility Agreement or the Punch Taverns B Second Priority Deed of Charge (as the case may be) shall (subject to the provisions of the said Act) prevail and take effect and (TWO) on and following the service of a Borrower Enforcement Notice we shall be deemed to be in default within the meaning of Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to all other rights and powers under the said Act or the Punch Taverns B Second Priority Deed of Charge, and the Borrower Security Trustee shall be entitled to enter into possession of the Security Subjects and to take warrant of summary ejection against us for the purposes of obtaining such possession And we grant warrandice [*insert any exceptions therefrom*]

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed at on the day of as follows

SUBSCRIBED for and on behalf of the
said ●

by

and

Part 2
Form of Punch Taverns B Standard Security - Sasine Register

We, [], incorporated under the Companies Acts in England, Number [] having our Registered Office [] (hereinafter referred to as ●) CONSIDERING that

- (1) in terms of an agreement (hereinafter referred to as the "**Issuer/Borrower Facility Agreement**") entered into between PUNCH PARTNERSHIPS (PML) LIMITED, incorporated under the Companies Acts (Number 03321199) and having its registered office at Jubilee House, Second Avenue, Burton-upon-Trent, Staffordshire, DE14 2WF (hereinafter referred to as the "**Borrower**") and PUNCH TAVERNS FINANCE B LIMITED, incorporated in the Cayman Islands and having its Registered Office at Ugland House, South Church Street, P.O. Box 309, George Town, Grand Cayman, Cayman Islands (hereinafter referred to as the "**Issuer**") and others originally dated 30 June 1999 and as amended and restated from time to time, most recently pursuant to an amendment and restatement agreement dated 8 October 2014 (and as further amended and restated from time to time) the Issuer has agreed to make available to the Borrower and others certain loan facilities,
- (2) in security of the performance of inter alia the obligations of the Borrower and our obligations under or pursuant to the Issuer/Borrower Facility Agreement we have entered into a Deed of Charge (hereinafter referred to as the "**Punch Taverns B Second Priority Deed of Charge**") between, *inter alios*, us, the Borrower, the Issuer, Deutsche Trustee Company Limited, incorporated under the Companies Acts in England (Number 00338230) and having its Registered Office at Winchester House, 1 Great Winchester Street, London EC2N 2DB (hereinafter referred to as the "**Borrower Security Trustee**") and others dated 8 October 2014, in terms of which *inter alia* the Borrower Security Trustee agreed to hold on trust the security created by and pursuant to the Punch Taverns B Second Priority Deed of Charge to secure the respective obligations of the parties thereto under the Issuer/Borrower Facility Agreement and the Punch Taverns B Second Priority Deed of Charge,
- (3) in accordance with the terms of the Punch Taverns B Second Priority Deed of Charge we have agreed to grant this deed, and
- (4) words and expressions defined in the fourth amended and restated master definitions and construction schedule appended to the restructuring implementation deed dated [●] 2014 and made between, amongst others, the Issuer, the Borrower and the Borrower Security Trustee shall, unless the context otherwise required have the same meaning herein and this Deed shall be construed in accordance with the rules of construction set out therein

NOW THEREFORE we, ●, in security of the payment and discharge of all and liabilities whatsoever constituting the Punch Taverns B Secured Amounts which now or at any time hereafter may (whether before or after demand) become due, owing or payable pursuant to clause 2 of the Punch Taverns B Second Priority Deed of Charge and any variation or alteration thereof and in implement *pro tanto* of clause 3.2 of the Punch Taverns B Second Priority Deed of Charge HEREBY GRANT a Standard Security in favour of the Borrower Security Trustee and its successor or successors as Borrower

Security Trustee and trustees under and in terms of the Punch Taverns B Second Priority Deed of Charge over ALL and WHOLE [*insert description of Scottish Properties recorded or in course of recording in the General Register of Sasines*] (the "**Security Subjects**") The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative of the time being shall apply And we agree that (ONE) the Standard Conditions shall be varied to the effect that in so far as the provisions of the Issuer/Borrower Facility Agreement or the Punch Taverns B Second Priority Deed of Charge extend, add to, depart from or conflict with the Standard Conditions, the Issuer/Borrower Facility Agreement or the Punch Taverns B Second Priority Deed of Charge (as the case may be) shall (subject to the provisions of the said Act) prevail and take effect and (TWO) on and following the service of a Borrower Enforcement Notice we shall be deemed to be in default within the meaning of Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to all other rights and powers under the said Act or the Punch Taverns B Second Priority Deed of Charge, and the Borrower Security Trustee shall be entitled to enter into possession of the Security Subjects and to take warrant of summary ejection against us for the purposes of obtaining such possession And we grant warrandice [*insert any exceptions therefrom*]

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed at on the day of as follows

SUBSCRIBED for and on behalf of the
said ● LIMITED

by

and

REGISTER on behalf of the within-named **DEUTSCHE TRUSTEE COMPANY LIMITED**
as trustee within-mentioned in the Register of the COUNTY of

Agents

Schedule 7
Forms of Notice of Assignment of Insurance Policies and Acknowledgement of Assignment

Notice of Assignment

From Punch Partnerships (PML) Limited ("**Punch Taverns B**")
 Deutsche Trustee Company Limited (the "**Borrower Security Trustee**")

To []
 []

[] 2014

Dear Sirs,

Punch Partnerships (PML) Limited hereby gives you notice that by a deed of charge dated 8 October 2014 and made between Punch Partnerships (PML) Limited and the Borrower Security Trustee and others (the "**Deed of Charge**"), Punch Partnerships (PML) Limited has assigned and charged to the Borrower Security Trustee by way of second fixed security, subject to any prior assignment of the Insurance Policies under the deed of charge dated 9 April 1998 (as amended variously from time to time, most recently on 8 October 2014), all of its right, title and interest in and to the Insurance Policies dated [] (the "**Insurance Policies**") and all rights and claims to which the Punch Partnerships (PML) Limited is or may become entitled in relation to the proceeds of such Insurance Policies

Subject to any other instructions given to you by the Borrower Security Trustee, you are authorised and instructed to deal with Punch Partnerships (PML) Limited in relation to the Insurance Policies as if the assignment and charge referred to in the preceding paragraph had not taken place, save that you are not authorised or instructed to recognise the exercise by Punch Partnerships (PML) Limited of any right to vary or terminate the Insurance Policies unless the prior written consent of the Borrower Security Trustee has been obtained thereto

This notice is irrevocable. Please acknowledge receipt of this notice to the Borrower Security Trustee on the attached Acknowledgement of Assignment

Yours faithfully,

For and on behalf of
 Punch Partnerships (PML) Limited

For and on behalf of
 Deutsche Trustee Company Limited

Acknowledgement of Assignment

From []
[]

To Deutsche Trustee Company Limited (the "**Borrower Security Trustee**")

[]●

Dear Sirs,

We hereby acknowledge receipt of the notice of assignment dated ● 2014 relating to a deed of charge dated [] 2014 and made between Punch Partnerships (PML) Limited and others as adequate notice of the assignment described therein

We agree not to recognise the exercise by Punch Partnerships (PML) Limited of any right to vary or terminate any of the Insurance Policies without your prior written consent and to give you notice forthwith of any attempt by Punch Partnerships (PML) Limited to do so

We agree not to amend or modify the Insurance Policies without your prior written approval

Other than any previous notice of assignment received from Punch Partnerships (PML) Limited (or Punch Taverns B Limited) in relation to the Insurance Policies, we have not received from any other person any notice of assignment or charge of or any interest in the Insurance Policies

Yours faithfully,

For and on behalf of

[]

Schedule 8
Form of Supplemental Punch Taverns Second Priority Deed of Charge

[•]

PUNCH PARTNERSHIPS (PML) LIMITED
(as Borrower)

DEUTSCHE TRUSTEE COMPANY LIMITED
(as Security Trustee)

[•] SUPPLEMENTAL PUNCH TAVERNS B
SECOND PRIORITY DEED OF CHARGE

THIS [●] SUPPLEMENTAL PUNCH TAVERNS B SECOND PRIORITY DEED OF CHARGE is made on [●]

BETWEEN:

- (1) **PUNCH PARTNERSHIPS (PML) LIMITED** (registered in England and Wales No 3512363) whose registered office is at Jubilee House, Second Avenue, Burton-on-Trent, Staffordshire DE14 2WF (the "**Borrower**"),
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED** whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB as agent and trustee for the Punch Taverns B Secured Parties (the "**Security Trustee**", which expression shall include such person and all other persons for the time being acting as the security trustee or trustees pursuant to this Deed)

WHEREAS

- (A) Pursuant to the Issuer/Borrower Facility Agreement, the Issuer has made certain Term Advances to the Borrower upon and subject to the terms and conditions of the Issuer/Borrower Facility Agreement
- (B) The Term Advances, and any further Term Advances and/or New Term Advances made by the Issuer to the Borrower in accordance with the Issuer/Borrower Facility Agreement are each secured by the Punch Taverns B Second Priority Deed of Charge
- (C) Under clause 6.4 of the Punch Taverns B Second Priority Deed of Charge each Obligor undertakes, forthwith upon the acquisition by it of any freehold or leasehold property in England and Wales, to execute and deliver to the Security Trustee a supplemental deed of charge substantially in the form of this [●] Supplemental Punch Taverns B Second Priority Deed of Charge. This [●] Supplemental Punch Taverns B Second Priority Deed of Charge is to be entered into by the Borrower in accordance with such undertaking and is supplemental to the Punch Taverns B Second Priority Deed of Charge

NOW THIS DEED WITNESSES AS FOLLOWS:

1. INTERPRETATION

- 1.1 Capitalised terms in this [●] Supplemental Punch Taverns B Second Priority Deed of Charge (including the Recitals hereto) shall, except where the context otherwise requires and save where otherwise defined, bear the meanings ascribed to them in the Amended Master Definitions and Construction Schedule appended to the 2014 Restructuring Implementation Deed (as the same may be amended, varied or supplemented from time to time with the consent of the Issuer, the Security Trustee, the Note Trustee, each Liquidity Facility Provider, the Hedge Provider, and all other parties to the Relevant Documents (the "**other parties**") such consent, in the case of such other parties only, not to be unreasonably withheld or delayed) and this [●] Supplemental Punch Taverns B Second Priority Deed of Charge shall be construed in accordance with the constructions set out therein

- 1 2 The covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 (the LP(MP) Act) shall be construed with the omission of

- (A) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the LP(MP) Act, and
- (B) section 6(2) of the LP(MP) Act

- 1 3 This [●] Supplemental Punch Taverns B Second Priority Deed of Charge shall be a Relevant Document

2. COVENANTS TO PAY

2 1 Borrower's Covenant

The Borrower covenants with and undertakes to the Security Trustee (as trustee for the Punch Taverns B Secured Parties) that it will, subject to the provisions of the Issuer/Borrower Facility Agreement

- (A) duly and punctually pay and discharge all moneys and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due, owing or payable to the Security Trustee (whether for its own account or as trustee for the Punch Taverns B Secured Parties) or any of the other Punch Taverns B Secured Parties (and whether solely or jointly with one or more persons and whether as principal or surety) by itself, or any Guarantor actually or contingently, under or in respect of the Issuer/Borrower Facility Agreement, the Punch Taverns B Second Priority Deed of Charge, this Deed or any other Group Transaction Document, and
- (B) observe, perform and satisfy all its other obligations and liabilities under the Issuer/Borrower Facility Agreement and/or the Punch Taverns B Second Priority Deed of Charge and/or this Deed and/or any other Group Transaction Document to which it is party

- 2 2 The Borrower acknowledges and agrees that, for the purposes of this [●] Supplemental Punch Taverns B Second Priority Deed of Charge, the Borrower's Secured Amounts shall include all moneys and liabilities whatsoever which are now or at any time hereafter may (whether before or after demand) become due, owing or payable by it to the Security Trustee (whether for its own account or as trustee for the Punch Taverns B Secured Parties) or any of the other Punch Taverns B Secured Parties (and whether solely or jointly with one or more persons and whether as principal or surety) actually or contingently, under or in respect of the Issuer/Borrower Facility Agreement, this [●] Supplemental Punch Taverns B Second Priority Deed of Charge, the Punch Taverns B Second Priority Deed of Charge and/or any other Transaction Document to which it is a party

3. THE BORROWER'S SECURITY

3.1 Real Property

The Borrower, by way of first fixed security for the payment or discharge of the Borrower's Secured Amounts, subject to clause 8 (*Continuance of Security, declaration of trust, collection of debts and related matters*) of the Punch Taverns B Second Priority Deed of Charge, hereby charges by way of first legal mortgage in favour of the Security Trustee all of its right, title, interest and benefit, present and future, in and to

- (A) the freehold or leasehold property described in Schedule 1 to this Deed, and
- (B) all estates interests in any other freehold or leasehold property now or hereafter belonging to it, and
- (C) all estates or interests in such property and all buildings, trade and other fixtures, plant and machinery from time to time on the property referred to in Clauses 3.1(a) and (b),

TO HOLD the same unto the Security Trustee absolutely

3.2 Ancillary Property Rights

The Borrower, by way of first fixed security for the payment or discharge of the Borrower's Secured Amounts, subject to clause 8 (*Continuance of Security, declaration of trust, collection of debts and related matters*) of the Punch Taverns B Second Priority Deed of Charge, hereby assigns and charges by way of first fixed charge in favour of the Security Trustee all of its right, title, interest and benefit, present and future, in and to all rights and claims to which it is now or may hereafter become entitled in relation to the property referred to in Clause 3.1 including those against any manufacturer, supplier, or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee or licensee of any tenancy or licence relating to any such property and any guarantor or surety for the obligations of such person (not including the Lease Receivables relating to such property to the extent otherwise effectively assigned by way of security pursuant to Clause 3.4) and, to the extent that such property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto **TO HOLD** the same unto the Security Trustee absolutely

3.3 Licences and Consents

The Borrower, by way of first fixed security for the payment or discharge of the Borrower's Secured Amounts, subject to clause 8 (*Continuance of Security, declaration of trust, collection of debts and related matters*) of the Punch Taverns B Second Priority Deed of Charge, hereby assigns and charges by way of first fixed charge in favour of the Security Trustee all of its right, title, interest and benefit, present and future, in and to all statutory licences, consents and authorisations held in connection with its business or the use of the property referred to in Clause 3.1 and the right to recover and receive

all compensation which may be payable to it in respect of them, **TO HOLD** the same unto the Security Trustee absolutely

3.4 Lease Receivables

The Borrower, by way of first fixed security for the payment or discharge of the Borrower's Secured Amounts, subject to clause 8 (*Continuance of Security, declaration of trust, collection of debts and related matters*) of the Punch Taverns B Second Priority Deed of Charge, hereby assigns and charges by way of security to the Security Trustee all of its right, title and interest in and to amounts payable under or in respect of each of the Pub Leases relating to the properties referred to in Clause 3.1 and the benefit of each Tenant's covenant and obligation to pay rent thereunder including all rights to receive payment of any amounts which may become payable to the Borrower thereunder and all payments received by the Borrower thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof (but excluding for these purposes any moneys from time to time standing to the credit of any of the Borrower's Accounts), **TO HOLD** the same unto the Security Trustee absolutely

3.5 Full Title Guarantee

Each of the dispositions of or charges over property effected in or pursuant to this Clause 3 is made with full title guarantee but in each case so that the covenants set out in sections 2(1)(a), 3 and 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend only insofar as provided in Clause 1.2

3.6 Confirmation of Fixed Charge

It is hereby agreed that to the extent that the property, assets and rights referred to in Clauses 3.1 to 3.4 (inclusive) above are effectively charged or assigned by way of fixed security, such property, assets and rights are not subject to the first floating security created pursuant to clause 3.16 (*Floating Charges*) of the Punch Taverns B Second Priority Deed of Charge

4. PERFECTION OF SECURITY

4.1 Registration of Restriction and of obligation to make further advances against Registered Titles

In respect of the properties specified in Schedule 1 (*The Estate*), the title to which is, or is to be, registered at H M Land Registry and in respect of any other registered title(s) in England and Wales against which this [•] Supplemental First Priority Deed of Charge may be completed by registration, the Borrower hereby applies and as necessary shall forthwith apply to the Chief Land Registrar for the following

- (A) a restriction in the following terms to be entered on the Register of Title relating thereto

"No disposition or dealing of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the [●] Supplemental Punch Taverns B Second Priority Deed of Charge dated [●] in favour of Deutsche Trustee Company Limited referred to in the charges register", and

- (B) a note to be entered on the Register of Title relating thereto to the effect that, under the provisions of the Punch Taverns B Second Priority Deed of Charge, the Security Trustee is under an obligation to make further advances

4.2 Registrar of Companies

The Borrower undertakes to the Punch Taverns B Secured Parties to file or procure the filing with the Registrar of Companies pursuant to Chapter 25 of the Companies Act 2006 of a duly completed Form MR01 together with an executed original of this Deed and the appropriate fee

5. INCORPORATION OF PUNCH TAVERNS B SECOND PRIORITY DEED OF CHARGE

The parties hereby agree, subject to Clause 5.2 below, that all of the obligations, undertakings, covenants, rights and powers specified and contained in the Punch Taverns B Second Priority Deed of Charge, other than creation of security by, the Borrower and any other Obligor contained in clause 3 thereof, shall be deemed to be repeated herein *mutatis mutandis* and shall apply *mutatis mutandis* to the property referred to in Clause 3 hereof and the security and other rights and powers created under and pursuant to this [●] Supplemental Punch Taverns B Second Priority of Charge with each reference in the Punch Taverns B Second Priority Deed of Charge to

- (A) "**this Deed**" being to this [●] Supplemental Punch Taverns B Second Priority Deed of Charge,
- (B) "**Punch Taverns B Charged Property**" including the freehold, heritable and leasehold property described in Schedule 1 to this [●] Supplemental Punch Taverns B Second Priority Deed of Charge and all other assets, property and undertaking charged pursuant to this [●] Supplemental Punch Taverns B Second Priority Deed of charge, and
- (C) "**Schedule 1**" being to Schedule 1 to this [●] Supplemental Punch Taverns B Second Priority Deed of Charge

- 5.2 For the avoidance of doubt, Clause 5.1 hereof shall not be construed as, or otherwise be deemed to result in, clauses 3, 4, 5 and 6 of the Punch Taverns B Second Priority Deed of Charge being repeated *mutatis mutandis* in relation to any property or assets from time to time or for the time being effectively charged by way of fixed charge or otherwise effectively assigned as security pursuant to those clauses of the Punch Taverns B Second Priority Deed of Charge

6. DEED SUPPLEMENTAL

6 1 This [●] Supplemental Punch Taverns B Second Priority Deed of Charge is supplemental to the Punch Taverns B Second Priority Deed of Charge

6 2 Save insofar as amended or supplemented by this [●] Supplemental Punch Taverns B Second Priority Deed of Charge, the Punch Taverns B Second Priority Deed of Charge shall remain in full force and effect

7 THIRD PARTY RIGHTS

A person who is not a party to this [●] Supplemental Punch Taverns B Second Priority Deed of Charge shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms

8. GOVERNING LAW

This [●] Supplemental Punch Taverns B Second Priority Deed of Charge and any matter, claim or dispute arising out of or in connection with this Supplemental Punch Taverns B Second Priority Deed of Charge, whether contractual or non-contractual, is governed by, and shall be construed in accordance with, English law