

2928196

NOBLE HOUSE LEISURE LIMITED

Park Mill
Burydell Lane
Park Street
St Albans
A12 2HB

We hereby certify this to be a true copy of the original.

Dated this 2 day of 9 2008

Theresa J. Hamlin
Theresa J. Hamlin

Taipan Taverns Limited
Park Mill
Burydell Lane
Park Street
St Albans
A12 2HB

Dated 31 July 2008

WEDNESDAY
TH



ALS9Q2TH
A26 03/09/2008 264
COMPANIES HOUSE
A26 21/08/2008 75
COMPANIES HOUSE

Dear Sirs

RELEASE

1 LOAN RELEASE

In consideration of the issue by you to us of 4,654,000 Ordinary Shares in Taipan Taverns Limited, we write to set out the terms upon which we Noble House Leisure Limited (the **Forgiver**) will write off £4,654,000 of indebtedness created pursuant to a loan agreement entered into on or about the date hereof between ourselves as lender and Taipan Taverns Limited (the **Issuer**) as borrower

2 ASSIGNMENT

The Issuer shall be entitled to assign or transfer any of its rights or obligations under this Agreement

3 THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement

4 GOVERNING LAW AND ENFORCEMENT

4 1 This Agreement shall be governed by, and construed in accordance with, English law

4 2 The courts of England have exclusive jurisdiction to hear and decide any suit action or proceedings, and to settle any disputes, which may arise out of or in connection with

- this Agreement (respectively, "Proceedings" and "Disputes") and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England
- 4 3 Each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum
- 4 4 Without prejudice to any other mode of service allowed under any relevant law, each of the parties
- a irrevocably appoints Trowers & Hamlins, solicitors, of Sceptre Court, 40 Tower Hill, London EC3N 4DX, as its agents for service of process in relation to any proceedings before the English courts in connection with this Agreement, and
 - b agrees that a failure by the process agent to notify the Assignee of the process will not invalidate the proceedings concerned
- 4 5 If for any reason an agent appointed under Clause 4 4 ceases to act, the party or parties affected shall promptly appoint a replacement and notify the other party of the appointment and the agent's name and address
- 5 **NOTICES**
- 5 1 Any communication to be made or provided under or in connection with this Agreement shall be made or provided in English and in writing and, unless otherwise stated, may be delivered by fax, post or personal delivery
- 5 2 The address and fax number of each party for any communication to be made under or in connection with this Agreement is

The Forgivor

Sceptre Court
40 Tower Hill
London
EC3N 4DX

For the attention of the Company Secretary

The Issuer

40 Sceptre Court
Tower Hill
London
EC3N 4DX

For the attention of the Company Secretary

or any substitute address or fax number as either party may notify to the other by not less than five Business Days' notice

5.3 This Agreement may be executed by one or more counterparts, all of which, when taken together shall form one and the same Agreement

Yours faithfully



For and on behalf of

NOBLE HOUSE LEISURE LIMITED

We acknowledge receipt of your letter dated 31 July 08 (of which the above is a duplicate) the contents of which are noted and agreed



Signed

For and on behalf of

TAIPAN TAVERNS LIMITED

Dated 31 July 2008