Please do not write in this margin

COMPANIES FORM No 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Pursuant to section 403(1) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies (address overleaf) Name of company

For official use

Company Number

6219420

* Insert full name of company

PUNCH TAVERNS (APL 278) LIMITED

CLAIRE STEWART

of 15 SPRING ROAD, LICHFIELD, STAFFORDSHIRE, WS13 6BJ

† delete as appropriate

insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', Debenture' etc

Ø the date of registration may be confirmed from the certificate

§ insert brief details of property

[a director][the secretary][the administrator][the administrative receiver]† of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full][part]†

Date and description of charge # SUPPLEMENTAL DEED OF CHARGE & ASSIGNMENT 15/5/07

Date of registration Ø 30 MAY 2007

Name and address of [chargee][trustee for the debenture holders]† BNY CORPORATE TRUSTEE

SERVIES LTD (ON BEHALF OF JP MORGAN TRUSTEE & DEPOSITARY COMPANY LTD AND AS TRUSTEE UNDER THE TRUST DEED) OF ONE CANADA SQUARE LONDON EIL FAL

Short particulars of property charged § SEE ATTACHED

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 1 BROMLEY COURT, ALREWAS ROAD

KINGS BROMLEY, STAFFORDSHIRE, DE13 7HE

Declarant to sign below

on

Day

Month

Year

before me

-Public or Justice of the Peace or a Solicitor A-Gommissioner for Oaths lotary having the powers conferred on a Commissioner for Oaths-

Presentor's name, address and reference (if any)

CLAIRE STEWART, PUNCH TAVERNS PLC, JUBILEE HOUSE, SECOND AVENUE, BURTON UPON TRENT, STAFFORDSHIRE, DE14 2WF For official use

Mortgage Section

Post room

A37

16/06/2007 **COMPANIES HOUSE**

696



Short particulars of the property mortgaged or charged

Charge over Property Subject to clause 5 of the Issuer Deed of Charge and Assignment (a copy of which document is attached hereto), APL 278, with full title guarantee, charges in favour of the Trustee for the payment or discharge of the Secured Amounts by way of the first fixed charge, all its right, title and interest in and to the Property

Miscellaneous The reference to the first fixed charge of the freehold or leasehold property in the paragraph entitled "Charge over Property" above includes

all buildings and fixtures on the Property,

the proceeds of sale of any part of the Property, and

the benefit of any covenants for title given or entered into by any predecessor in title of the Issuer in respect of the Property or any moneys paid or payable in respect of those covenants

Charge over Property Sale Agreement rights: Subject to clause 5 of the Issuer Deed of Charge and Assignment (a copy of which document is attached hereto), APL 278 assigns by way of first fixed security in favour of the Trustee for the payment or discharge of the Secured Amounts all of its rights, title, interest and benefit, present or future, in the Property Sale Agreement

incorporation of the Issuer Deed of Charge and Assignment APL 278 and the Trustee agree that all the obligations, undertakings, covenants, rights and powers specified and contained in the Issuer Deed of Charge and Assignment (a copy of which document is attached hereto) which relate to the property charged and referred to in and the security and other rights and powers created under and pursuant to the Issuer Deed of Charge and Assignment shall be deemed to be repeated in the Deed mutatis mutandis and shall apply mutatis mutandis to the Property and the security and other rights and powers created under and pursuant thereto and that the whole remaining terms of the Issuer Deed of Charge and Assignment shall, except in so far as inconsistent therewith apply mutatis mutandis thereto provided always that the Deed shall be without prejudice to the Issuer Deed of Charge and Assignment and all of the rights, powers, obligations and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding the Deed