

MG01

Particulars of a mortgage or charge

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COMPANIES HOUSE

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Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT for

You cannot use this form to
register particulars of a charge for a
company. To do this, please
use form MG01s

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Company details

Company number 0 0 0 2 4 5 4 2

Company name in full Mitchells & Butlers Retail Limited

(the "Initial Borrower")

Date of creation of charge

Date of creation 1 7 0 1 2 0 1 1

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A supplemental deed of charge (the "**Sixth Supplemental Borrower Deed of Charge**") between the Initial Borrower and HSBC Trustee (C I) Limited (the "**Borrower Security Trustee**") dated 17 January 2011

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The aggregate of all monies and liabilities
whatsoever constituting the Borrower Secured
Liabilities which from time to time are or may
become due or owing by the Initial Borrower to each
of the Borrower Secured Creditors.

The capitalised terms used in this form MG01 and
not otherwise defined herein shall have the meaning
given to them in Schedule 1 attached hereto

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name HSBC Trustee (C.I.) Limited

Address PO Box 88, 1 Grenville Street, St Helier, Jersey

Postcode J E 4 9 P F

Name

Address

Postcode

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

All rights, title and interest of the Initial Borrower from time to time and to each of the following assets

(a) its freehold and/or leasehold interests in the properties specified below (such properties the "**English First Additional Mortgaged Properties**"),

BUN NO	TITLE NO	PROPERTY
200069	EX430500	Camelot Beefeater Manor Road, Lambourne End, Romford
200425	DN190440	Coombe Cellars Inn, Coombe in Teighnhead, Teignbridge, Devon
199974	LA699141 and LAN112095	Farmers Arms Wham Lane, Whitestake together with the land comprised in a Transfer dated 22 July 2008 made between (1) Allen Eckersley and Peter Eckersley and (2) the Transferor
199800	LT224129 & LT194088	Gap Inn, Church Lane Muston (NG13 0FD) and land lying to the east of Church Lane, Muston Melton, Leicestershire
200620	GM578220	Harts Head Inn (but described on the Register of Title as Tongue Bottom Farm), Mossley, Ashton under Lyme, Greater Manchester

The short particulars of the property mortgaged or charged are continued on continuation paper

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Particulars of a mortgage or charge

Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

Signature

Please sign the form here

Signature

Signature

X Freshfield Buckland Rogers LLP X

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name
Tom Morgan (132459-0010)

Company name
FRESHFIELDS BRUCKHAUS DERINGER LLP

Address
65 FLEET STREET

LONDON

ENGLAND

Post town
UNITED KINGDOM

County/Region

Postcode
E C 4 Y 1 H S

Country

DX
DX 23 LONDON/CHANCERY LANE

Telephone
020 7936 4000

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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee

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.

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

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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The short particulars of the property mortgaged or charged are continued below

BUN NO	TITLE NO	PROPERTY
200891	MS333483	The Punchbowl Public House, Lunt Road, Sefton, Liverpool, L29 7WA
198986	DT197287	The Riverside Inn, Belle Vue Road, Tuckton Bridge, BH6 3BA
200450	HD167803	Scotsbridge Mill Park Road, Scotsbridge, Rickmansworth

(b) all plant, machinery and other chattels owned by it at any English First Additional Mortgaged Properties,

(c) its rights under any agreement relating to the purchase of the English First Additional Mortgaged Properties, and

(d) the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with the English First Additional Mortgaged Properties and the right to recover and receive all compensation which may be payable by it in respect of them.

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Particulars of a mortgage or charge



	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>SCHEDULE 1</p> <p>DEFINITIONS</p> <p>In this form MG01</p> <p>"Account Bank and Cash Management Agreement" means the account bank and cash management agreement dated the Original Closing Date, as amended and restated on or about the Second Closing Date, and made between the Obligors, the Account Banks, the Cash Manager, the Issuer, the Trustee and the Borrower Security Trustee,</p> <p>"Account Banks" means the Transaction Account Bank and the Operating Account Bank and "Account Bank" shall be construed accordingly,</p> <p>"Additional Borrower" means any Eligible Borrower who has become an Additional Borrower in accordance with Clause 6 (<i>Additional Borrowers</i>) of the Issuer/Borrower Facility Agreement,</p> <p>"Additional Standard Security" means a Standard Security executed after the Original Closing Date,</p> <p>"Ambac" means Ambac Assurance UK Limited, a limited liability company incorporated under the laws of England and Wales with registered number 3248674 and having its registered office at Level 7, 6 Broadgate, London EC2M 2QS;</p> <p>"Borrower Deed of Charge" means the Original Borrower Deed of Charge, as supplemented and/or amended by the First Supplemental Borrower Deed of Charge, the Second Supplemental Borrower Deed of Charge and the Third Supplemental Borrower Deed of Charge and includes, where the context so admits, any further or supplemental charge or security granted pursuant thereto,</p> <p>"Borrowers" means the Initial Borrower and any Additional Borrower,</p> <p>"Borrower Secured Creditors" means</p> <p>(a) the Borrower Security Trustee (for itself and for and on behalf of the other Borrower Secured Creditors),</p> <p>(b) the Issuer,</p> <p>(c) the Cash Manager,</p> <p>(d) the Account Banks,</p> <p>(e) the Working Capital Facility Provider (if any) and any facility agent and arranger under the Working Capital Facility Agreement,</p> <p>(f) the Non-Securitisation Co.s,</p> <p>(g) Service Co,</p>	

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(h) Management Co;</p> <p>(i) Old Kentucky,</p> <p>(j) Option Co,</p> <p>(k) any Receiver appointed under the Borrower Deed of Charge, and</p> <p>(l) any such other creditor who may accede to the Borrower Deed of Charge from time to time in accordance with the terms thereof and is designated as a Borrower Secured Creditor,</p> <p>"Borrower Secured Liabilities" means the aggregate of all obligations, monies and liabilities (including the unpaid balance of every sum (of principal, interest or otherwise), any liability in respect of any Term Advances, whether present or future, actual or contingent (and whether incurred by an Obligor solely or jointly with one or more Obligor(s) and whether as principal or as surety or in some other capacity and under or in respect of any guarantees), which from time to time are or may become due, owing or payable by the Obligors to the Borrower Security Trustee (whether for its own account or as trustee for the Borrower Secured Creditors) or any of the other Borrower Secured Creditors under any of the Borrower Transaction Documents,</p> <p>"Borrower Security Documents" means:</p> <p>(a) the Borrower Deed of Charge,</p> <p>(b) any Chargor Security Accession Deed,</p> <p>(c) the Standard Securities,</p> <p>(d) any power of attorney executed and delivered by the Chargors pursuant to the terms of any Borrower Security Document, and</p> <p>(e) any other document or instrument granted in favour of the Borrower Security Trustee (on behalf of the Borrower Secured Creditors) creating or evidencing the security for all or any part of the Borrower Secured Liabilities,</p> <p>"Borrower Transaction Documents" means each or any of</p> <p>(a) the Issuer/Borrower Facility Agreement,</p> <p>(b) the Borrower Deed of Charge,</p> <p>(c) the Initial Standard Securities,</p> <p>(d) the Additional Standard Securities,</p> <p>(e) the Issuer/Borrower Swap Agreement,</p>	

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(f) the Indemnification Agreement;</p> <p>(g) the Guarantee and Reimbursement Agreement,</p> <p>(h) the Account Bank and Cash Management Agreement;</p> <p>(i) the Working Capital Facility Agreement (if any), the Intra Group Supply Agreement,</p> <p>(k) the Management Services Agreement,</p> <p>(l) the Licences,</p> <p>(m) the Trade Mark Assignment Agreements,</p> <p>(n) the Call Option;</p> <p>(o) the Pension Deeds of Covenant,</p> <p>(p) the Tax Deed of Covenant,</p> <p>(q) the Security over Shares Deeds,</p> <p>(r) the MAB Declaration of Trust,</p> <p>(s) the Subscription Agreement;</p> <p>(t) the Master Framework Agreement, and</p> <p>(u) any other agreement, instrument or deed designated as such by the Chargors and the Borrower Security Trustee,</p> <p>"BR" means Browns Restaurants Limited, a private limited company incorporated under the laws of England and Wales with registered number 01001320 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"BRB" means Browns Restaurant (Brighton) Limited, a private limited company incorporated under the laws of England and Wales with registered number 01564302 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"BRBL" means Browns Restaurant (Bristol) Limited, a private limited company incorporated under the laws of England and Wales with registered number 02351724 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"BRC" means Browns Restaurant (Cambridge) Limited, a private limited company incorporated under the laws of England and Wales with registered number 01237917 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p>	

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"BRL" means Browns Restaurant (London) Limited, a private limited company incorporated under the laws of England and Wales with registered number 00291996 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"BRO" means Browns Restaurant (Oxford) Limited, a private limited company incorporated under the laws of England and Wales with registered number 01730727 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"Call Option" means the call option deed dated on or about the Original Closing Date between Old Kentucky, Option Co, the Initial Borrower, Service Co and the Borrower Security Trustee under which Old Kentucky granted Option Co a call option in respect of such right, title and interest as Old Kentucky holds in certain registered and unregistered trade marks;</p> <p>"Cash Manager" means Mitchells & Butlers Leisure Retail Limited, a private limited company incorporated in England and Wales with registered number 01001181 acting through its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP, as cash manager for the Obligors and the Issuer, or such other entity or entities appointed as cash manager for the Obligors and the Issuer from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement,</p> <p>"Chargor Security Accession Deed" means a deed of accession executed by an Eligible Chargor in form satisfactory to the Borrower Security Trustee pursuant to which such Eligible Chargor becomes party to the Borrower Deed of Charge as a Chargor,</p> <p>"Chargors" means each of the Obligors and the Excluded Group Entity Property Owners, together with any Eligible Chargor that accedes to the Borrower Deed of Charge,</p> <p>"Class A Noteholders" means the holders of any Class A Notes;</p> <p>"Class A Notes" means the Class A 1 Notes, the Class A 1N Notes, the Class A2 Notes, the Class A3 Notes, the Class A3N Notes and the Class A4 Notes,</p> <p>"Class A1 Definitive Notes" means any Class A1 Notes issued in definitive bearer form,</p> <p>"Class A1 Notes" means the £200,000,000 Class A1 Secured Floating Rate Notes due 2030 of the Issuer constituted by the Trust Deed and any further Class A1 Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class A1N Definitive Notes" means any Class A1N Notes issued in definitive bearer form,</p>	

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Class A1N Notes" means the £200,000,000 Class A1N Secured Floating Rate Notes due 2030 of the Issuer constituted by the First Supplemental Trust Deed and any further Class A 1N Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class A2 Definitive Notes" means any Class A2 Notes issued in definitive bearer form,</p> <p>"Class A2 Notes" means the £550,000,000 Class A2 Secured 5.574 per cent Notes due 2030 of the Issuer constituted by the Trust Deed and any further Class A2 Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class A3 Definitive Notes" means any Class A3 Notes issued in definitive bearer form,</p> <p>"Class A3 Notes" means the \$418,750,000 Class A3 Secured Floating Rate Notes due 2030 of the Issuer constituted by the Trust Deed and any further Class A3 Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class A3N Definitive Notes" means any Class A3N Notes issued in definitive bearer form,</p> <p>"Class A3N Notes" means the \$418,750,000 Class A3N Secured Floating Rate Notes due 2030 of the Issuer constituted by the First Supplemental Trust Deed and any further Class A3N Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class A4 Definitive Notes" means any Class A4 Notes issued in definitive bearer form,</p> <p>"Class A4 Notes" means the £170,000,000 Class A4 Secured Floating Rate Notes due 2030 of the Issuer constituted by the First Supplemental Trust Deed and any further Class A4 Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class AB Noteholders" means the holders of any Class AB Notes,</p> <p>"Class AB Notes" means the £325,000,000 Class AB Secured Floating Rate Notes due 2033 of the Issuer constituted by the First Supplemental Trust Deed and any further Class AB Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class B Notes" means the Class B1 Notes and Class B2 Notes,</p> <p>"Class B1 Definitive Notes" means any Class B1 Notes issued in definitive bearer form,</p> <p>"Class B1 Notes" means the £350,000,000 Class B1 Secured 5.965 per cent. Notes due 2025 of the Issuer constituted by the Trust Deed and any further Class B1 Notes issued by the Issuer and constituted by the Trust Deed,</p>	

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Class B2 Definitive Notes" means any Class B2 Notes issued in definitive bearer form,</p> <p>"Class B2 Notes" means the £350,000,000 Class B2 Secured 6.013 per cent. Notes due 2030 of the Issuer constituted by the Trust Deed and any further Class B2 Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class C Noteholders" means the holders of any Class C Notes,</p> <p>"Class C Notes" means the Class C1 Notes and the Class C2 Notes;</p> <p>"Class C1 Definitive Notes" means any Class C1 Notes issued in definitive bearer form,</p> <p>"Class C1 Notes" means the £200,000,000 Class C1 Secured 6.469 per cent Notes due 2032 of the Issuer constituted by the Trust Deed and any further Class C1 Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class C2 Definitive Notes" means any Class C2 Notes issued in definitive bearer form,</p> <p>"Class C2 Notes" means the £50,000,000 Class C2 Secured Floating Rate Notes due 2034 of the Issuer constituted by the First Supplemental Trust Deed and any further Class C2 Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Class D1 Definitive Notes" means any Class D1 Notes issued in definitive bearer form,</p> <p>"Class D1 Noteholders" means the holders of any Class D1 Notes;</p> <p>"Class D1 Notes" means the £110,000,000 Class D1 Secured Floating Rate Notes due 2036 of the Issuer constituted by the First Supplemental Trust Deed and any further Class D1 Notes issued by the Issuer and constituted by the Trust Deed,</p> <p>"Controlling Creditor" means (i) for so long as the Class A Notes are outstanding or the Class AB Notes are outstanding (or amounts are due to Ambac under the Guarantee and Reimbursement Agreement) and providing that an Event of Default in respect of Ambac has not occurred (and is not continuing) and the Financial Guarantee is in full force and effect, Ambac or (ii) falling (i), the Trustee,</p> <p>"Definitive Notes" means the Class A1 Definitive Notes, the Class A2 Definitive Notes, the Class A3 Definitive Notes, the Class A4 Definitive Notes, the Class A1N Definitive Notes, the Class A3N Definitive Notes, the Class AB Notes, the Class B1 Definitive Notes, the Class B2 Definitive Notes, the Class C1 Definitive Notes, the Class C2 Definitive Notes, the Class D1 Definitive Notes and any new Notes issued by the Issuer and constituted by the Trust Deed in definitive form,</p>	

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Eligible Borrower" means, at any time, a company incorporated and tax resident in the United Kingdom that is a direct or indirect subsidiary of the Securitisation Group Parent;</p> <p>"Eligible Chargor" means, at any time, any company which becomes a direct or indirect subsidiary of the Securitisation Group Parent or a company whose shares are charged in favour of the Borrower Security Trustee,</p> <p>"Excluded Group Entity Property Owners" means BR, BRB, BRBL, BRC, BRL, BRO, MBLEL and MKECL,</p> <p>"Financial Guarantee" means the financial guarantee issued by Ambac in favour of the Trustee (as trustee for, inter alios, the holders any of the Notes which have the benefit of the Financial Guarantee) on the Original Closing Date as amended and restated on or about the Second Closing Date in relation to the aggregate principal amounts and any amounts in respect of scheduled interest on and scheduled principal payable by the Issuer in respect of such Notes,</p> <p>"First New Class A Notes" means the Class A1N Notes, the Class A3N Notes and the Class A4 Notes,</p> <p>"First New Notes" means the First New Class A Notes, the Class AB Notes, the Class C2 Notes and the Class D1 Notes,</p> <p>"First Supplemental Borrower Deed of Charge" means the first supplemental Borrower deed of charge dated 30 January 2004 and made between the Initial Borrower and the Borrower Security Trustee,</p> <p>"First Supplemental Issuer Deed of Charge" means the first supplemental Issuer deed of charge dated on or about the Second Closing Date and made between, inter alios, the Issuer and the Trustee,</p> <p>"First Supplemental Trust Deed" means the first supplemental trust deed dated on or about the Second Closing Date and made between the parties to the Original Trust Deed;</p> <p>"Further Term Advance" means any advance made under a Further Term Facility,</p> <p>"Further Term Facility" means a further term facility which may be requested by the Initial Borrower and/or any Additional Borrower at any time by written notice to the Issuer (with a copy to the Borrower Security Trustee and the Rating Agencies) ranking pari passu with the relevant Initial Term Facility pursuant to the Issuer/Borrower Facility Agreement and is made available to such Borrower by the Issuer in accordance with and subject to the Issuer/Borrower Facility Agreement,</p>	

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"General IP Licence Agreement" means the agreement dated on or about the Original Closing Date between Service Co and the Initial Borrower under which Service Co granted to the Initial Borrower a non-exclusive licence to use certain Intellectual Property Rights and know how in and in connection with the Initial Borrower's business as carried on from time to time,</p> <p>"Guarantee and Reimbursement Agreement" means the guarantee and reimbursement agreement dated the Original Closing Date, as amended and restated on or about the Second Closing Date, and made between the Issuer, the Initial Borrower and Ambac,</p> <p>"Indemnification Agreement" means the indemnification agreement dated the Second Closing Date, and made between the Issuer, the Initial Borrower, Ambac and the Lead Managers,</p> <p>"Initial Borrower Old TMs Licence Agreement" means the agreement dated on or about the Original Closing Date between Old Kentucky and the Initial Borrower under which Old Kentucky granted to the Initial Borrower a non-exclusive licence to use the Old TMs and any new registered trade marks applied for or registered by Old Kentucky, for and in connection with services offered by the Initial Borrower at all outlets operated by the Initial Borrower from time to time,</p> <p>"Initial Standard Security" means a Standard Security executed prior to or on the Original Closing Date,</p> <p>"Initial Term Advance" means any advance made under the Initial Term Facility,</p> <p>"Initial Term A1 Facility" means a secured term loan facility in an aggregate initial principal amount of £200,000,000 granted by the Issuer to the Initial Borrower on the Original Closing Date pursuant to the terms of the Issuer/Borrower Facility Agreement,</p> <p>"Initial Term A2 Facility" means a secured term loan facility in an aggregate initial principal amount of £550,000,000 granted by the Issuer to the Initial Borrower pursuant to the terms of the Issuer/Borrower Facility Agreement,</p> <p>"Initial Term A3 Facility" means a secured term loan facility in an aggregate initial principal amount of £250,000,000 granted by the Issuer to the Initial Borrower pursuant to the terms of the Issuer/Borrower Facility Agreement;</p> <p>"Initial Term Facility" means a term facility granted by the Issuer to the Initial Borrower on the Original Closing Date pursuant to the Issuer/Borrower Facility Agreement,</p>	

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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Intellectual Property Rights" means copyright, patents, database rights and rights in know-how, trade marks, get-up and the theme and formatting of trading outlets, and registered designs and design rights (each whether registered or unregistered), applications for registration and the right to apply for registration for any of the foregoing, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world,

"Issuer" means Mitchells & Butlers Finance plc, a public company with limited liability incorporated under the laws of England and Wales with registered number 04778667 and having its registered office at 27 Fleet Street, Birmingham, West Midlands, B3 1JP, as issuer of the Notes,

"Issuer/Borrower Facility Agreement" means the secured facility agreement dated the Original Closing Date, as amended and restated by an amendment and restatement agreement dated on or about the Second Closing Date, and made between the Issuer, the Obligors, the Cash Manager and the Borrower Security Trustee,

"Issuer/Borrower Swap Agreement" means the interest rate swap agreement dated 7 November 2003, as amended and restated on the Original Closing Date and as further amended and restated by an amended and restated Issuer/Borrower swap agreement dated on or about the Second Closing Date, and made between the Issuer and the Initial Borrower;

"Issuer Deed of Charge" means the Original Issuer Deed of Charge, as supplemented by the First Supplemental Issuer Deed of Charge and includes, where the context so admits, any other deed or other document expressed to be supplemental thereto or any other amendments or modifications made thereto,

"Licences" means the General IP Licence Agreement, the Old TMs Licence Agreements, the MandB TMs Licence Agreement and any other licences in respect of Intellectual Property Rights or business know how granted to the Initial Borrower on or after the Original Closing Date including pursuant to the Call Option,

"MAB" means Mitchells & Butlers plc, a listed, public company with limited liability incorporated under the laws of England and Wales with company number 04551498 and whose registered office is at 27 Fleet Street, Birmingham, West Midlands, B3 1JP,

"MAB Declaration of Trust" means the declaration of trust dated on or about the Original Closing Date in favour of the Initial Borrower in respect of any receipts received from indemnities and other payments from Six Continents PLC in relation to certain Tax liabilities,

"MAB Group Security over Shares Deed" means a security over shares deed dated on or about the Original Closing Date and made between Mitchells & Butlers Holdings Limited, Mitchells & Butlers Leisure Holdings Limited, the Securitisation Group Parent and the Initial Borrower,

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"MAB Property" means Mitchells and Butlers (Property) Limited, a private limited company incorporated under the laws of England and Wales with registered number 1299745 and whose registered office is at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"MAB Retail (No 2)" means Mitchells & Butlers Retail (No 2) Limited, a private limited company incorporated under the laws of England and Wales with registered number 3959664 and whose registered office is at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"MAB Security over Shares Deed" means a security over shares deed dated on or about the Original Closing Date and made between Mitchells & Butlers Holdings Limited, MAB and the Initial Borrower;</p> <p>"MandB TMs" means the registered and unregistered trade marks assigned to MAB by the MandB TMs Assignment Agreement,</p> <p>"MandB TMs Assignment Agreement" means the deed of assignment dated 6 November 2003 between the Initial Borrower and MAB under which the Initial Borrower assigned its legal and beneficial interest in the MandB TMs;</p> <p>"MandB TMs Licence Agreement" means the agreement dated on or about the Original Closing Date between MAB and the Initial Borrower under which MAB granted to the Initial Borrower a non-exclusive licence to use the MandB TMs and any new registered trade marks applied for or registered by MAB which consist of or include the words "Mitchells & Butlers", the initials "MandB" in combination, or the MAB's trading logo in and in connection with the Initial Borrower's business as carried on from time to time,</p> <p>"Management Co" means Mitchells & Butlers Leisure Retail Limited, a private limited company incorporated under the laws of England and Wales with registered number 01001181 and whose registered office is at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"Management Services Agreement" means the management services agreement dated 6 November 2003 and made between Management Co and the Initial Borrower to which the Borrower Security Trustee has acceded,</p> <p>"Managers" means (a) in respect of the Original Notes, The Royal Bank of Scotland plc, Citigroup Global Markets Limited, Barclays Bank plc, HSBC Bank PLC and J P Morgan Securities Limited and (b) in respect of the First New Notes, The Royal Bank of Scotland plc and Citigroup Global Markets Limited,</p> <p>"Master Framework Agreement" means the master framework agreement dated the Original Closing Date and amended and restated on the Second Closing Date, as amended, varied and supplemented from time to time and made between, inter alios, the Issuer, the Borrower Security Trustee and the Trustee,</p>	

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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"MBHL Security over Shares Deed" means a security over shares deed dated on or about the Original Closing Date and made between Mitchells & Butlers Holdings Limited, the Non-Securitisation Co.s and the Initial Borrower,

"MBLEL" means Mitchells & Butlers Leisure Entertainment Limited, a private limited company incorporated under the laws of England and Wales with registered number 01094660 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,

"MKECL" means Milton Keynes Entertainment Company Limited, a private limited company incorporated under the laws of England and Wales with registered number 01807080 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,

"Moody's" means Moody's Investor Services Limited or any successor to its rating business,

"Mortgaged Property" means a freehold, leasehold or heritable property interest over which a Chargor has granted a mortgage, fixed charge, floating charge or Standard Security (as applicable) pursuant to the terms of the Borrower Security Documents and all right, title and interest of the Initial Borrower in the Queen Mary Ship over which the Initial Borrower has granted a fixed charge pursuant to the terms of the Borrower Deed of Charge,

"New Term Advance" means any advance made under a New Term Facility,

"New Term Facility" means a new term facility which may be requested by a Borrower at any time by written notice to the Issuer (with a copy to the Borrower Security Trustee, the Rating Agencies and Moody's) and which can rank higher than, pari passu with, or below the existing Term Facilities, provided that Ambac (for so long as Ambac is the Controlling Creditor) has provided its prior written consent to a new term facility which ranks higher than or pari passu with the existing Term A Facility or the Term AB Facility pursuant to the Issuer/Borrower Facility Agreement and made available to such Borrower by the Issuer in accordance with and subject to the Issuer/Borrower Facility Agreement,

"Non-Securitisation Co.s" means MAB Retail (No 2) and MAB Property,

"Noteholders" means, as applicable, the Class A Noteholders, the Class AB Noteholders, the holders of any Class B Notes, the Class C Noteholders, the Class D1 Noteholders and, if and to the extent that any further Notes or new Notes are issued by the Issuer and constituted by the Trust Deed, includes the holders of any further Notes or new Notes and, in relation to any Definitive Notes, the bearer of those Definitive Notes,

"Notes" means as applicable, the Class A Notes, the Class B Notes, the Class C Notes and the Class D1 Notes and includes any new Notes issued by the Issuer and constituted by the Trust Deed,

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Obligors" means the Initial Borrower, the Securitisation Group Parent and, where the context requires, includes any Additional Borrower,</p> <p>"Old Kentucky" means Old Kentucky Restaurants Limited, a private limited company incorporated under the laws of England and Wales with registered number 00465905 and whose registered office is at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"Old TMs" means all registered and unregistered trade marks beneficially owned by the Initial Borrower prior to the assignment thereof to Old Kentucky under the Old TMs Assignment Agreement, with the exception of the MandB TMs,</p> <p>"Old TMs Assignment Agreement" means the deed of assignment dated 6 November 2003 between the Initial Borrower and Old Kentucky under which the Initial Borrower assigned its beneficial interest in the Old TMs to Old Kentucky,</p> <p>"Old TMs Licence Agreements" means the Initial Borrower Old TMs Licence Agreement and the Service Co Old TMs Licence Agreement,</p> <p>"Operating Account Bank" means Alliance & Leicester Commercial Bank plc acting through its office at Bridle Road, Merseyside, Bootle, GIR OAA as operating account bank on behalf of the Initial Borrower or such other entity or entities appointed as Operating Account Bank from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement,</p> <p>"Option Co" means Mitchells & Butlers (IP) Limited, a private limited company incorporated under the laws of England and Wales with registered number 4885717 and whose registered office is at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"Original Borrower Deed of Charge" means the borrower deed of charge dated on or about the Original Closing Date and made between, inter alios, the Chargors and the Borrower Security Trustee,</p> <p>"Original Closing Date" means 13 November 2003,</p> <p>"Original Notes" means the Class A1 Notes, the Class A2 Notes, the Class A3 Notes, the Class B1 Notes, the Class B2 Notes and the Class C1 Notes,</p> <p>"Original Trust Deed" means the trust deed dated on or about the Original Closing Date between the Issuer, Ambac and the Trustee,</p> <p>"Pension Deeds of Covenant" means the Pension Deed of Covenant relating to the Mitchells & Butlers Pension Plan dated on or about the Original Closing Date between MAB, the Initial Borrower, Borrower Security Trustee and the Pension Deed of Covenant relating to the Mitchells & Butlers Executive Pension Plan dated on or about the Original Closing Date between MAB, the Initial Borrower and the Borrower Security Trustee;</p>	

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Property Owners" means the Excluded Group Entity Property Owners together with each Borrower and each Additional Chargor having a property interest in any of the Mortgaged Properties,</p> <p>"Queen Mary Ship" means the maritime structure known as the "T.S Queen Mary" permanently moored at Waterloo Pier, Victoria Embankment, London WC2R 2PP which is operated as a restaurant,</p> <p>"Rating Agencies" means Fitch Ratings Limited or any successor to its ratings business and Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc or any successor to its ratings business and "Rating Agency" means any of them,</p> <p>"Ratings Test" means confirmation from the Rating Agencies that, in respect of any event or matter where such confirmation is required, the then current ratings of the Notes and the Underlying Rating will not be adversely affected by the relevant event or matter,</p> <p>"Receiver" means any receiver, manager, receiver and manager or administrative receiver who (in the case of an administrative receiver) is a qualified person in accordance with the Insolvency Act 1986 and who is appointed by the Borrower Security Trustee under the Borrower Deed of Charge or, as the case may be, by the Trustee under the Issuer Deed of Charge;</p> <p>"Scottish Heritable Property" means the heritable or leasehold properties (i) specified in the Original Borrower Deed of Charge or (ii) specified in the Third Supplemental Borrower Deed of Charge, and any other heritable or leasehold property situated in Scotland title to which is held by a Property Owner either on or after the Original Closing Date,</p> <p>"Scottish Mortgaged Property" means a Scottish Heritable Property over which a Property Owner has granted a Standard Security,</p> <p>"Second Closing Date" means 15 September 2006,</p> <p>"Second Supplemental Borrower Deed of Charge" means the second supplemental borrower deed of charge dated 20 December 2005 and made between the Initial Borrower and the Borrower Security Trustee,</p> <p>"Securitisation Group Parent" means Mitchells & Butlers Retail Holdings Limited, a private limited company incorporated under the laws of England and Wales with registered number 004887979 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"Security over Shares Deeds" means the MAB Security over Shares Deed, the MAB Group Security over Shares Deed and the MBHL Security over Shares Deed,</p>	

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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Service Co" means Mitchells & Butlers Leisure Retail Limited, a private limited company incorporated under the laws of England and Wales with registered number 01001181 and whose registered office is at 27 Fleet Street, Birmingham, West Midlands B3 1JP,

"Service Co Old TMs Licence Agreement" means the agreement dated on or about the Original Closing Date between Old Kentucky and Service Co under which Old Kentucky granted to Service Co a non-exclusive licence to use the Old TMs and any new registered trade marks applied for or registered in the name of Old Kentucky for and in connection with services offered by Service Co at all outlets operated by Service Co from time to time,

"Standard Security" means each standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 granted over a Scottish Mortgaged Property pursuant to the Borrower Deed of Charge substantially in the form set out in the Original Borrower Deed of Charge or the Third Supplemental Borrower Deed of Charge,

"Subscription Agreement" means (a) in respect of the Original Notes, the subscription agreement dated 7 November 2003, and made between, inter alios, the Issuer, the Initial Borrower and the Managers and (b) in respect of the First New Notes, the subscription agreement dated 14 September 2006 between, inter alios, the Issuer, the Initial Borrower and the Managers,

"Supplemental Deed" means a deed supplemental to the Trust Deed entered into by the parties thereto,

"Tax" shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of a Tax Authority and "Taxes", "taxation", "taxable" and comparable expressions shall be construed accordingly,

"Tax Deed of Covenant" means the tax deed of covenant dated on or about the Original Closing Date as amended on the Second Closing Date and made between, inter alios, the Obligors, the Issuer, MAB, the Cash Manager, the Borrower Security Trustee and the Trustee,

"Term A Facility" means a Term A1 Facility, a Term A1N Facility, a Term A2 Facility, a Term A3 Facility, a Term A3N Facility and/or a Term A4 Facility,

"Term A1 Facility" means an Initial Term A1 Facility and/or a further Term A1 Facility granted by the Issuer to the Initial Borrower pursuant to the terms of the Issuer/Borrower Facility Agreement, as the context may require,

"Term A1N Facility" means the Term A1N Facility granted on the Second Closing Date and/or a further Term A1N Facility granted by the Issuer to the Initial Borrower pursuant to the Issuer/Borrower Facility Agreement, as the context may require,

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Term A2 Facility" means an Initial Term A2 Facility and/or a further Term A2 Facility granted by the Issuer to the Initial Borrower pursuant to the Issuer/Borrower Facility Agreement, as the context may require,</p> <p>"Term A3 Facility" means an Initial Term A3 Facility and/or a further Term A3 Facility granted by the Issuer to the Initial Borrower pursuant to the Issuer/Borrower Facility Agreement, as the context may require,</p> <p>"Term A3N Facility" means the Term A3N Facility granted on the Second Closing Date and/or a further Term A3N Facility granted by the Issuer to the Initial Borrower pursuant to the terms of the Issuer/Borrower Facility Agreement, as the context may require,</p> <p>"Term A4 Facility" means the Term A4 Facility granted on the Second Closing Date and/or a further Term A4 Facility granted by the Issuer to the Initial Borrower pursuant to the terms of the Issuer/Borrower Facility Agreement, as the context may require,</p> <p>"Term AB Facility" means the Term AB Facility granted on the Second Closing Date and/or a further Term AB Facility granted by the Issuer to the Initial Borrower pursuant to the terms of the Issuer/Borrower Facility Agreement, as the context may require,</p> <p>"Term Advance" mean an Initial Term Advance, a Further Term Advance and/or a New Term Advance, as the context may require,</p> <p>"Term Facility" means an Initial Term Facility, a Further Term Facility and/or a New Term Facility, as the context may require;</p> <p>"Third Supplemental Borrower Deed of Charge" means the third supplemental Borrower deed of charge dated on or about the Second Closing Date and made between the parties to the Original Borrower Deed of Charge,</p> <p>"Trade Mark Assignment Agreements" means the General IP Assignment Agreement, the Old TMs Assignment Agreement and the MandB TMs Assignment Agreement,</p> <p>"Transaction Account Bank" means Barclays Bank PLC acting through its office at 351/359 Soho Road, Birmingham B21 9SE, Birmingham, as transaction account bank to the Issuer and the Obligors or such other entity or entities appointed as Transaction Account Bank from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement,</p> <p>"Trust Deed" means the Original Trust Deed dated on or about the Original Closing Date between the Issuer, Ambac and the Trustee together with the First Supplemental Trust Deed and any other Supplemental Deed and the Schedules thereto and includes any deed or other document executed in accordance with the provisions thereof as expressed to be supplemental thereto,</p>	

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Particulars of a mortgage or charge



	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Trustee" means HSBC Trustee (C I) Limited, a private limited company incorporated under the laws of Jersey and having its registered office at PO Box 88, 1 Grenville Street, St Helier, Jersey JE4 9PF, Channel Islands in its capacity as Trustee under the Trust Deed or any successor trustee appointed pursuant to the Trust Deed for and on behalf of the relevant Noteholders,</p> <p>"Underlying Rating" means the underlying rating given or which would be given by the Rating Agencies to the Class A Notes or Class AB Notes as the case may be, disregarding the benefit of the Financial Guarantee,</p> <p>"Working Capital Facility Agreement" means any working capital facility agreement which may be entered into subject to the consent of the Controlling Creditor and satisfaction of the Ratings Test, in each case between, inter alios, the Working Capital Facility Provider and the Initial Borrower, and</p> <p>"Working Capital Facility Provider" means any provider of working capital facility as may be appointed under the Working Capital Facility Agreement</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 24542
CHARGE NO. 135**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF
CHARGE DATED 17 JANUARY 2011 AND CREATED BY
MITCHELLS & BUTLERS RETAIL LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO
THE BORROWER SECURITY TRUSTEE OR ANY OF THE OTHER
BORROWER SECURED CREDITORS ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 20 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JANUARY
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES