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In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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 Scottish
company. To do this, please use
form MG01s.



PGY6Y007

PMO 10-03-2011
COMPANIES HOUSE

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SCT 04/03/2011
COMPANIES HOUSE

77

1 Company details		115111 For official use → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	0 0 0 2 4 5 4 2	
Company name in full	Mitchells & Butlers Retail Limited (the "Initial Borrower")	
2 Date of creation of charge		
Date of creation	d1 d8 m0 m2 y2 y0 y1 y1	
3 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	Standard Security dated 10 February 2011 (the "Charge Document")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	The payment and discharge of all moneys and liabilities whatsoever constituting the Borrower Secured Liabilities which at the date of execution of the Charge Document or at any time thereafter may (whether before or after demand) become due, owing or payable Capitalised terms not otherwise defined in this form MG01 are defined in the MG01 Continuation Page attached	
		Continuation page Please use a continuation page if you need to enter more details

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5 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, as Borrower Security Trustee

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

Postcode J E 4 9 P F

Name

Address

Postcode

6 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 and WHOLE the subjects known as and forming Halbeath Park, Unit 8, Halbeath Retail Park, Dunfermline, KY11 4LP, and being the subjects registered in the Land Register of Scotland under Title Number FFE91862 (the "Security Subjects")

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7 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

Not applicable

8 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)

9 Signature

Please sign the form here

Signature

Signature

X 

Partner for Todd Murray LLP

X

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

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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 GMB.TOM.H10137 1022

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 A G

Country Scotland

DX DX ED58 Edinburgh

Telephone 0131 656 2000



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 enquires@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

4	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>	
Amount secured	<p><i>Schedule of definitions referred to in the foregoing Form MG01</i></p> <p>SCHEDULE OF DEFINITIONS</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 Chargor" means any Eligible Chargor who has become a Chargor in accordance with Clause 36 6 (<i>Additional Chargors</i>) of the Borrower Deed of Charge,</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>"Ambac Event of Default" means each of the following events</p> <ol style="list-style-type: none"> any Guaranteed Amount (as defined in the Financial Guarantee) which is due for payment, is unpaid by reason of non-payment and is not paid by Ambac on the due date for payment by Ambac in accordance with the Financial Guarantee, Ambac disclaims, disaffirms, repudiates and/or challenges the validity of any of its obligations under the Financial Guarantee or seeks to do so, a court of competent jurisdiction enters a final and non-appealable order, judgment or decree for the winding-up, or the appointment of an administrator or receiver (including an administration receiver or manager) of Ambac (or, as the case may be, of a material part of its property or assets), or <p>Ambac</p> <ol style="list-style-type: none"> presents any petition or takes any proceedings or gives any notice for the winding-up or the appointment of an administrator or receiver (including an administrative receiver or manager) of Ambac (or, as the case may be, of a material part of its property or assets), or makes or enters into any general assignment, composition, arrangement (including a voluntary arrangement under Part 1 of the Insolvency Act) or compromise with or for the benefit of any of its creditors, or becomes unable to pay its debts within the meaning of Section 123(2) or Section 123(1)(e) 	

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

of the Insolvency Act or admits in writing its inability, or fails generally, to pay its debts as they become due,

"Amortisation Amount" has the meaning given to it in Condition 7(b)(i) (*Redemption, Purchase and Cancellation - Scheduled Mandatory Redemption in Part*),

"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, the Third Supplemental Borrower Deed of Charge, the Fourth Supplemental Borrower Deed of Charge, the Fifth Supplemental Borrower Deed of Charge, the Sixth Supplemental Borrower Deed of Charge and the Seventh Supplemental Borrower Deed of Charge and includes, where the context so admits, any further or supplemental charge or security granted pursuant thereto,

"Borrower Secured Creditors" means

- a) the Borrower Security Trustee (for itself and for and on behalf of the other Borrower Secured Creditors),
- b) the Issuer,
- c) the Cash Manager,
- d) the Account Banks,
- e) the Working Capital Facility Provider (if any) and any facility agent and arranger under the Working Capital Facility Agreement,
- f) the Non-Securitisation Co s,
- g) Service Co,
- h) Management Co,
- i) Old Kentucky,
- j) Option Co,
- k) any Receiver appointed under the Borrower Deed of Charge, and
- 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,

"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

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Creditors under any of the Borrower Transaction Documents,</p> <p>"Borrower Security Documents" means</p> <ul style="list-style-type: none"> a) the Borrower Deed of Charge, b) any Chargor Security Accession Deed, c) the Standard Securities, d) any power of attorney executed and delivered by the Chargors pursuant to the terms of any Borrower Security Document, and 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>"Borrower Security Trustee" means HSBC Trustee (C I) Limited, a private limited company incorporated under the laws of Jersey and having its registered office a PO Box 88, 1 Grenville Street, St Helier, Jersey JE4 9PF in its capacity as security trustee under the Borrower Deed of Charge or any successor trustee in terms of the Borrower Deed of Charge,</p> <p>"Borrower Transaction Documents" means each or any of</p> <ul style="list-style-type: none"> a) the Issuer/Borrower Facility Agreement, b) the Borrower Deed of Charge, c) the Initial Standard Securities, d) the Additional Standard Securities, e) the Issuer/Borrower Swap Agreement, f) the Indemnification Agreement, g) the Guarantee and Reimbursement Agreement, h) the Account Bank and Cash Management Agreement, i) the Working Capital Facility Agreement (if any), j) the Intra Group Supply Agreement, k) the Management Services Agreement, l) the Licences, m) the Trade Mark Assignment Agreements, 	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<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>"Borrowers" means the Initial Borrower and any Additional Borrower,</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> <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</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>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 Notes" means the Class A1 Notes, the Class A1N Notes, the Class A2 Notes, the Class A3 Notes, the Class A3N Notes and the Class A4 Notes,</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,</p> <p>"Class A1N Final Maturity Date" has the meaning given to it in Condition 7(a) (Redemption, Purchase and Cancellation - Final Redemption),</p> <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 A1N Notes,</p> <p>"Class A2 Final Maturity Date" has the meaning given to it in Condition 7(a) (Redemption, Purchase and Cancellation - Final Redemption),</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,</p> <p>"Class A3 Final Maturity Date" has the meaning given to it in Condition 7(a) (Redemption, Purchase and Cancellation - Final Redemption),</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,</p> <p>"Class A3N Final Maturity Date" has the meaning given to it in Condition 7(a) (Redemption, Purchase and Cancellation - Final Redemption),</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,</p> <p>"Class A4 Final Maturity Date" has the meaning given to it in Condition 7(a) (Redemption, Purchase and Cancellation - Final Redemption),</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,</p> <p>"Class AB Final Maturity Date" has the meaning given to it in Condition 7(a) (Redemption, Purchase and Cancellation - Final Redemption),</p>	
	"Class AB Notes" means the £325,000,000 Class AB Secured Floating Rate Notes due 2030 of the	<p>CH59025 15/10 Lazard International 15/10</p>

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Issuer constituted by the First Supplemental Trust Deed and any Further Class AB Notes,</p> <p>"Class B Notes" means the Class B1 Notes and Class B2 Notes,</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,</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,</p> <p>"Class C Notes" means the Class C1 Notes and the Class C2 Notes,</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,</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,</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,</p> <p>"Conditions" means the terms and conditions of the Notes as scheduled to the Trust Deed and any reference to a "Condition" is to the corresponding numbered condition thereof,</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 no Ambac Event of Default has occurred (which is continuing) and the Financial Guarantee is in full force and effect, Ambac or (ii) failing (i), the Trustee,</p> <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>"Fifth Supplemental Borrower Deed of Charge" means the fifth supplemental deed to the Borrower Deed of Charge dated 19 September 2008 and made between <i>inter alios</i> the Initial Borrower and the Borrower Security Trustee,</p> <p>"Financial Guarantee" means the financial guarantee issued by Ambac in favour of the Trustee (as trustee for, <i>inter alios</i>, the holders of the Wrapped Notes) 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 the Wrapped 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</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>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, <i>inter alios</i>, 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>"Fitch" means Fitch Ratings Limited or any successor to its ratings business,</p> <p>"Fourth Supplemental Borrower Deed of Charge" means the fourth supplemental deed to the Borrower Deed of Charge dated 4 October 2006 and made between <i>inter alios</i> the Initial Borrower and the Borrower Security Trustee,</p> <p>"Further Class A1 Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class A1N Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class A2 Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class A3 Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class A3N Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class A4 Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class AB Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class B1 Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class B2 Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class C1 Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class C2 Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"Further Class D1 Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p>	

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Amount secured

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

Amount secured

"Further Notes" has the meaning given to it in Condition 19(a) (*Further and New Note Issues - Further Notes and New Notes*),

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

"Further Term A1 Facility" means a Further Term Facility available to the Borrowers pursuant to Clause 2 3 1 of the Issuer/Borrower Facility Agreement,

"Further Term A1N Facility" means a Further Term Facility available to the Borrowers pursuant to Clause 2 3 2 of the Issuer/Borrower Facility Agreement,

"Further Term A2 Facility" means a Further Term Facility available to the Borrowers pursuant to Clause 2 3 3 of the Issuer/Borrower Facility Agreement,

"Further Term A3 Facility" means a Further Term Facility available to the Borrowers pursuant to Clause 2 3 4 of the Issuer/Borrower Facility Agreement,

"Further Term A3N Facility" means a Further Term Facility available to the Borrowers pursuant to Clause 2 3 5 of the Issuer/Borrower Facility Agreement,

"Further Term A4 Facility" means a Further Term Facility available to the Borrowers pursuant to Clause 2 3 6 of the Issuer/Borrower Facility Agreement,

"Further Term AB Facility" means a Further Term Facility available to the Borrowers pursuant to Clause 2 3 8 of the Issuer/Borrower Facility Agreement,

"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 Clause 2 5 (*Request for an Additional Term Facility*) of the Issuer/Borrower Facility Agreement and is made available to such Borrower by the Issuer in accordance with and subject to Clause 2 6 (*Granting of an Additional Term Facility*) of the Issuer/Borrower Facility Agreement,

"General IP Assignment Agreement" means the deed of assignment dated 6 November 2003 between the Initial Borrower and Service Co,

"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,

"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,

"Indemnification Agreement" means the indemnification agreement dated the Second Closing Date, and made between the Issuer, the Initial Borrower, Ambac and others,

"Initial Borrower Old TMs Licence Agreement" means the agreement dated on or about the

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Particulars of a mortgage or charge

4	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>	
Amount secured	<p>Original Closing Date between Old Kentucky and the Initial Borrower,</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 Facility" means a term facility granted by the Issuer to the Initial Borrower on the Original Closing Date pursuant to Clause 2 1 (<i>Initial Term Facilities</i>) of the Issuer/Borrower Facility Agreement,</p> <p>"Insolvency Act" means the Insolvency Act 1986,</p> <p>"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,</p> <p>"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,</p> <p>"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,</p> <p>"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,</p> <p>"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 on the Second Closing Date, and made between the Issuer and the Initial Borrower,</p> <p>"Intra Group Supply Agreement" means the intra group supply agreement dated 6 November 2003 between the Initial Borrower and Service Co to which the Borrower Security Trustee has acceded,</p> <p>"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,</p> <p>"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,</p>	

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Particulars of a mortgage or charge

4	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>
Amount secured	<p>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,</p> <p>"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,</p> <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 title to MAB 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 <i>inter alia</i> a non-exclusive licence to use the MandB TMs,</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>"Master Framework Agreement" means the amended and restated master framework agreement dated 15 September 2006,</p> <p>"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,</p> <p>"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,</p> <p>"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</p>

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP,</p> <p>"Moody's" means Moody's Investor Services Limited or any successor to its rating business,</p> <p>"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,</p> <p>"New Notes" has the meaning given to it in Condition 19(a) (<i>Further and New Note Issues - Further Notes and New Notes</i>),</p> <p>"New Term Advance" means any advance made under a New Term Facility,</p> <p>"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, <i>pari passu</i> 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 <i>pari passu</i> with the existing Term A Facility or the Term AB Facility pursuant to Clause 2 5 (<i>Request for an Additional Term Facility</i>) of the Issuer/Borrower Facility Agreement and made available to such Borrower by the Issuer in accordance with and subject to Clause 2 6 (<i>Granting of an Additional Term Facility</i>) of the Issuer/Borrower Facility Agreement,</p> <p>"Non-Securitisation Co.s" means MAB Retail (No 2) and MAB Property,</p> <p>"Note Payment Date" has the meaning given to it in Condition 6(b) (<i>Interest - Note Payment Dates and Note Interest Periods</i>),</p> <p>"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 pursuant to Condition 19 (<i>Further and New Note Issues</i>),</p> <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</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>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 Issuer Deed of Charge" means the deed of charge dated on or about the Original Closing Date and made between, inter alios, the Issuer and the Trustee,</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 Mitchells & Butlers plc, Mitchells & Butlers Retail Limited and HSBC Trustee (C I) Limited and the Pension Deed of Covenant relating to the Mitchells & Butlers Executive Pension Plan dated on or about the Original Closing Date between Mitchells & Butlers plc, Mitchells & Butlers Retail Limited and HSBC Trustee (C I) Limited,</p> <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>"Rating Agencies" means Fitch and S&P 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>"S&P" means Standard and Poor's Rating Services, a division of The McGraw-Hill Companies, Inc or any successor to its rating business,</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Scheduled Interest" means, in respect of the Wrapped Notes, interest payable as specified in Condition 6 (<i>Interest</i>) but (for the avoidance of doubt) excluding any step-up amount and default interest and less any amount which the Issuer would be obliged to deduct from any amount payable pursuant to Condition 9 (<i>Taxation</i>),</p> <p>"Scheduled Principal" means in respect of</p> <ol style="list-style-type: none"> the Class A1N Notes, on any Note Payment Date the amount of the Amortisation Amount in respect of Class A1N Notes set out opposite such Note Payment Date in Condition 7(b)(i) (<i>Redemption, Purchase and Cancellation - Scheduled Mandatory Redemption in Part</i>) or such lesser amount of principal then payable under Condition 7(b)(i) as well as (without double counting) the amount of principal payable on the Class A1N Final Maturity Date in accordance with Condition 7(a) (<i>Redemption, Purchase and Cancellation -Final Redemption</i>), the Class A2 Notes, on any Note Payment Date the amount of the Amortisation Amount in respect of the Class A2 Notes set out opposite such Note Payment Date in Condition 7(b)(i) (<i>Redemption, Purchase and Cancellation -Scheduled Mandatory Redemption in Part</i>) or such lesser amount of principal then payable under Condition 7(b)(i) as well as (without double counting) the amount of principal payable on the Class A2 Final Maturity Date in accordance with Condition 7(a) (<i>Redemption, Purchase and Cancellation -Final Redemption</i>), the Class A3N Notes, on any Note Payment Date the amount of the Amortisation Amount in respect of Class A3N Notes set out opposite such Note Payment Date in Condition 7(b)(i) (<i>Redemption, Purchase and Cancellation -Scheduled Mandatory Redemption in Part</i>) or such lesser amount of principal then payable under Condition 7(b)(i) as well as (without double counting) the amount of principal payable on the Class A3N Final Maturity Date in accordance with Condition 7(a) (<i>Redemption, Purchase and Cancellation -Final Redemption</i>), the Class A4 Notes, on any Note Payment Date the amount of the Amortisation Amount in respect of the Class A4 Notes set out opposite such Note Payment Date in Condition 7(b)(i) (<i>Redemption, Purchase and Cancellation -Scheduled Mandatory Redemption in Part</i>) or such lesser amount of principal then payable under Condition 7(b)(i) as well as (without double counting) the amount of principal payable on the Class A4 Final Maturity Date in accordance with Condition 7(a) (<i>Redemption, Purchase and Cancellation -Final Redemption</i>), and the Class AB Notes, on any Note Payment Date the amount of the Amortisation Amount in respect of the Class AB Notes set out opposite such Note Payment Date in Condition 7(b)(i) (<i>Redemption, Purchase and Cancellation -Scheduled Mandatory Redemption in Part</i>) or such lesser amount of principal then payable under Condition 7(b)(i) as well as (without double counting) the amount of principal payable on the Class AB Final Maturity Date in accordance with Condition 7(a) (<i>Redemption, Purchase and Cancellation Final Redemption</i>), <p>"Scottish Heritable Property" means the heritable or leasehold properties (i) specified in Part 2 of Schedule 1 (<i>Details of Real Property</i>) to the Original Borrower Deed of Charge or (ii) specified in Part 2 of Schedule 1 of the Third Supplemental Borrower Deed of Charge and any other heritable or</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>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> <p>"Service Co Old TMs Licence Agreement" means the agreement dated on or about the Original Closing Date between Old Kentucky and Service Co,</p> <p>"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,</p> <p>"Seventh Supplemental Borrower Deed of Charge" means the seventh supplemental deed to the Borrower Deed of Charge dated 14 February 2011 and made between <i>inter alios</i> the Initial Borrower and the Borrower Security Trustee,</p> <p>"Sixth Supplemental Borrower Deed of Charge" means the sixth supplemental deed to the Borrower Deed of Charge dated 17 January 2011 and made between <i>inter alios</i> the Initial and Borrower and the Borrower Security Trustee,</p> <p>"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 (i) the form set out in Schedule 7 (<i>Form of Standard Security</i>) to the Original Borrower Deed of Charge or (ii) the form set out in Schedule 3 (<i>Form of Standard Security</i>) of the Third Supplemental Borrower Deed of Charge,</p> <p>"Subscription Agreement" means (a) in respect of the Original Notes, the subscription agreement dated 7 November 2003, and made between, <i>inter alios</i>, the Issuer, the Initial Borrower and others and (b) in respect of the First New Notes, the subscription agreement dated 15 September 2006 between, <i>inter alios</i>, the Issuer, the Initial Borrower and others,</p> <p>"Supplemental Deed" means a deed supplemental to the Trust Deed entered into by the parties thereto,</p> <p>"Tax Deed of Covenant" means the tax deed of covenant dated the Original Closing Date as amended on the Second Closing Date and made between the Obligors, the Issuer, MAB, the</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

Borrower Security Trustee, the Trustee and others,

"Term Advance" mean an Initial Term Advance, a Further Term Advance and/or a New Term Advance, as the context may require,

"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, as the context may require,

"Term A2 Facility" means an Initial Term A2 Facility and/or a Further Term A2 Facility, as the context may require,

"Term A3 Facility" means an Initial Term A3 Facility and/or a Further Term A3 Facility, 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, as the context may require,

"Term A3N Facility" means the Term A3N Facility granted on the Second Closing Date and/or a Further Term A3N Facility, as the context may require,

"Term A4 Facility" means the Term A4 Facility granted on the Second Closing Date and/or a Further Term A4 Facility, as the context may require,

"Term AB Facility" means the Term AB Facility granted on the Second Closing Date and/or a Further Term AB Facility, as the context may require,

"Term Facility" means an Initial Term Facility, a Further Term Facility and/or a New Term Facility, as the context may require,

"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,

"Trade Mark Assignment Agreements" means the General IP Assignment Agreement, the Old TMs Assignment Agreement and the MandB TMs Assignment Agreement,

"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,

"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

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**

You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ **What this form is NOT for**

You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland

1

Company details

Company number

0 0 0 2 4 5 4 2

Company name in full

Mitchells & Butlers Retail Limited

For official use

→ **Filing in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date charge presented

Date of, and parties to,
the charge

It is hereby certified that the charge ①

Standard Security by Mitchells & Butlers Retail Limited in favour

of HSBC Trustee (C I) Limited dated 10 February 2011 over subjects

at Halbeath Park, Unit 8, Halbeath Retail Park, Dunfermline

was presented for registration on

01 08 20 02 20 11 20 11

Jurisdiction

in ②

☒ Scotland

☐ England and Wales

☐ Northern Ireland

① As described on form MG01
'Particulars of a mortgage
or charge'

② Please tick as appropriate

3

Signature

Please sign the form here

Signature

Signature

✗

Partner, for Tods Murray LLP

✗

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

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



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 GMB.TOM LZM H10137 1022

Company name Tods Murray LLP

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region Midlothian

Postcode

E	H	3		9	A	G	
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Country Scotland

DX DX ED58 Edinburgh

Telephone 0131 656 2000



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 shown the date of, and parties to, the charge in Section 2
- ☒ You have declared where the charge was presented for registration
- ☒ You have enclosed the form MG01 and a verified copy of the deed
- ☒ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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 MORTGAGE OR CHARGE**

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

COMPANY NO. 24542

CHARGE NO. 151

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 10 FEBRUARY 2011 WHICH WAS PRESENTED FOR
REGISTRATION IN SCOTLAND ON 18 FEBRUARY 2011 AND
CREATED BY MITCHELLS & BUTLERS RETAIL LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
OBLIGORS TO HSBC TRUSTEE (C.I.) LIMITED, AS 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 10 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES