



Registration of a Charge

Company name: **MITCHELLS & BUTLERS RETAIL LIMITED**

Company number: **00024542**



X38XMOFM

Received for Electronic Filing: **29/05/2014**

Details of Charge

Date of creation: **21/05/2014**

Charge code: **0002 4542 0153**

Persons entitled: **HSBC TRUSTEE (C.I.) LIMITED**

Brief description: **PROPERTY ADDRESS: 1 AND 3 YORK STREET MANCHESTER M2 2RW
TITLE NUMBER: GM193043**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

HELEN JONES



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 24542

Charge code: 0002 4542 0153

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2014 and created by MITCHELLS & BUTLERS RETAIL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th May 2014 .

Given at Companies House, Cardiff on 29th May 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

21 May 2014

MITCHELLS & BUTLERS RETAIL LIMITED
(as *Initial Borrower*)

HSBC TRUSTEE (C.I.) LIMITED
(as *Borrower Security Trustee*)

**EIGHTH SUPPLEMENTAL BORROWER
DEED OF CHARGE**



Freshfields Bruckhaus Deringer

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London EC4Y 1HS

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THIS EIGHTH SUPPLEMENTAL BORROWER DEED OF CHARGE is made on 21 May 2014

BETWEEN:

- (1) **MITCHELLS & BUTLERS RETAIL LIMITED**, a private limited company incorporated under the laws of England and Wales with registered number 00024542 and having its registered office at 27 Fleet Street, Birmingham, West Midlands B3 1JP (the *Initial Borrower*); and
- (2) **HSBC TRUSTEE (C.I.) LIMITED**, a company incorporated under the laws of Jersey whose registered office is at HSBC House, Esplanade, St Helier, Jersey JE1 1GT, Channel Islands (the *Borrower Security Trustee*, which expression includes, where the context admits, all persons for the time being the Borrower Security Trustee or Borrower Security Trustees of this Eighth Supplemental Deed of Charge).

WHEREAS:

(A) On the Original Closing Date the Initial Borrower, pursuant to the Issuer/Borrower Facility Agreement, borrowed the Initial Term Advances under the Initial Term Facilities provided by the Issuer. The Initial Borrower secured its obligations under, amongst other things, the Issuer/Borrower Facility Agreement by granting security in favour of the Borrower Security Trustee (for its own account and on trust for the Borrower Secured Creditors) over all of its assets, revenues and undertakings, pursuant to the Borrower Security Documents.

(B) On the Second Closing Date, the Initial Borrower, pursuant to the Issuer/Borrower Facility Agreement, borrowed the First New Term Advances under the First New Term Facilities to be provided by the Issuer. Pursuant to a fourth supplemental borrower deed of charge dated 4 October 2006 made between the Initial Borrower and the Borrower Security Trustee (the *Fourth Supplemental Deed of Charge*), the Initial Borrower further secured its obligations under, amongst other things, the Issuer/Borrower Facility Agreement by granting security in favour of the Borrower Security Trustee (for its own account and on trust for the Borrower Secured Creditors) over its rights in relation to the properties specified in Schedule 1 (*Details of Real Property*) of the Fourth Supplemental Deed of Charge.

(C) Pursuant to this Eighth Supplemental Deed of Charge, the Initial Borrower will further secure its obligations under, amongst other things, the Issuer/Borrower Facility Agreement by granting security in favour of the Borrower Security Trustee (for its own account and on trust for the Borrower Secured Creditors) over its rights in relation to the property specified in Schedule 1 (*Details of Real Property*) of this Eighth Supplemental Deed of Charge.

(D) This Eighth Supplemental Borrower Deed of Charge is supplemental to, and shall not replace or affect the validity or applicability of the Original Borrower Deed of Charge, 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.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 Unless otherwise defined in this Eighth Supplemental Deed of Charge or the context otherwise requires, words and expressions used in this Eighth Supplemental Deed of Charge have the meanings and constructions ascribed to them in the master definitions schedule set out in Schedule 1 of the master framework agreement dated the Original Closing Date and amended and restated on Second Closing Date and made between, *inter alios*, the Issuer and the Borrower Security Trustee (the *Master Framework Agreement*), as the same may be amended, varied or supplemented from time to time.

Construction and Interpretation

1.2 Clause 2 (*Principles of Interpretation and Construction*) of Schedule 1 of the Master Framework Agreement shall apply to this Eighth Supplemental Deed of Charge and shall be binding on the parties to this Eighth Supplemental Deed of Charge as if set out in full in this Eighth Supplemental Deed of Charge.

2. COVENANT TO PAY

The Initial Borrower irrevocably and unconditionally covenants with the Borrower Security Trustee (as trustee for the Borrower Secured Creditors) that it shall on the due date therefor discharge each and every payment obligation which it may now or hereafter have 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 or pursuant to, and in accordance with, the terms of this Eighth Supplemental Deed of Charge and each other Borrower Transaction Document to which it is a party, provided that neither any provision in this Clause 2 (*Covenant to Pay*) nor the security constituted by or pursuant to the Borrower Security Documents shall extend to or include any liability or sum which would, but for this proviso, cause such covenants, undertakings or security to be unlawful or prohibited by any applicable law.

3. FIXED CHARGES AND ASSIGNMENTS

Fixed Charges of the Initial Borrower

3.1 The Initial Borrower hereby charges (subject to clause 13 (*Release of Security*) of the Original Borrower Deed of Charge) with full title guarantee in favour of the Borrower Security Trustee (as trustee for the Borrower Secured Creditors), as continuing security for the payment and discharge of the Borrower Secured Liabilities, by way of first fixed charge (other than the assets under Clause 3.1(a),

which shall be secured by way of first ranking mortgage) all right, title and interest of the Initial Borrower from time to time in and to each of the following assets:

- (a) its freehold interest in the property specified as belonging to it in Schedule 1 (*Details of Real Property*) hereto (the *English First Additional Mortgaged Property*);
- (b) all plant, machinery and other chattels owned by it at the English First Additional Mortgaged Property;
- (c) its rights under any agreement relating to the purchase of the English First Additional Mortgaged Property; and
- (d) the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with the English First Additional Mortgaged Property and the right to recover and receive all compensation which may be payable by it in respect of it.

Assignments of the Initial Borrower

3.2 The Initial Borrower hereby assigns (subject to the proviso for reassignment on redemption in clause 13 (*Release of Security*) of the Original Borrower Deed of Charge) with full title guarantee to the Borrower Security Trustee (as trustee for the Borrower Secured Creditors) as continuing security for the payment and discharge of the Borrower Secured Liabilities all right, title and interest of the Initial Borrower from time to time in and to, all its rights to and in all Rental Income relating to the English First Additional Mortgaged Property.

4. ORIGINAL BORROWER DEED OF CHARGE

This Eighth Supplemental Borrower Deed of Charge is supplemental to the Original Borrower Deed of Charge. The Original Borrower Deed of Charge shall remain in full force and effect and this Eighth Supplemental Deed of Charge shall be read and construed together as one deed with the Original Borrower Deed of Charge.

5. CONTINUING SECURITY

Save as expressly set out in this Eighth Supplemental Borrower Deed of Charge, nothing in this Eighth Supplemental Borrower Deed of Charge shall affect the Initial Borrower's obligations in the Original Borrower Deed of Charge, all of which shall remain in full force and effect.

6. COUNTERPARTS

This Eighth Supplemental Borrower Deed of Charge may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Eighth Supplemental Borrower Deed of Charge by e-mail attachment or telecopy shall be an effective mode of delivery.

7. GOVERNING LAW

This Eighth Supplemental Borrower Deed of Charge Deed, including any non-contractual obligation arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

THIS EIGHTH SUPPLEMENTAL BORROWER DEED OF CHARGE has been executed as a deed by each of the parties hereto and is delivered by them on the date specified above.

Initial Borrower

EXECUTED as a DEED by
MITCHELLS & BUTLERS
RETAIL LIMITED

acting by ..

a director

and

a director

Director

Director

EXECUTED as a DEED by
HSBC TRUSTEE (C.I.) LIMITED
in its capacity as Borrower Security
Trustee

By:

Authorised Signatory

Authorised Signatory

SCHEDULE 1

DETAILS OF REAL PROPERTY

BUN NO	TITLE NO	PROPERTY
209562	GM193043	1 and 3 York Street Manchester M2 2RW