



Registration of a Charge

Company Name: **MITCHELLS & BUTLERS PLC**

Company Number: **04551498**



XBIVQLQ3

Received for filing in Electronic Format on the: **15/12/2022**

Details of Charge

Date of creation: **08/12/2022**

Charge code: **0455 1498 0003**

Persons entitled: **MITCHELLS & BUTLERS PENSIONS LIMITED**

Brief description: **NONE.**

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: **GOWLING WLG (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4551498

Charge code: 0455 1498 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2022 and created by MITCHELLS & BUTLERS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2022 .

Given at Companies House, Cardiff on 19th December 2022

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**

**MITCHELLS & BUTLERS PLC
AND
MITCHELLS & BUTLERS PENSIONS LIMITED**

SECURITY DEED

CONTENTS

| Clause | Page |
|--|------|
| 1. Definitions and Interpretation | 1 |
| 2. Covenant to Pay, Perform and Charge | 5 |
| 3. Assets Subject to the Security Interest, Related Rights and Release | 5 |
| 4. Notice of Charge | 6 |
| 5. Collateral and the Bank Account..... | 6 |
| 6. Chargor's Representations and Undertakings..... | 7 |
| 7. Further Assurance..... | 10 |
| 8. Power of Attorney | 10 |
| 9. Security Enforcement | 11 |
| 10. Receivers | 13 |
| 11. Effectiveness of Collateral | 14 |
| 12. Interest on the Deposit..... | 16 |
| 13. Expenses, Stamp Taxes, Indemnity..... | 16 |
| 14. Application of Proceeds | 18 |
| 15. Calculations and Certificates..... | 18 |
| 16. Assignment..... | 18 |
| 17. Notices..... | 19 |
| 18. Waivers and Counterparts | 20 |
| 19. Law..... | 20 |
| 20. Enforcement | 20 |

THIS SECURITY DEED is made by way of deed on 8 December 2022

BETWEEN

- (1) **MITCHELLS & BUTLERS PLC** (company number 04551498) whose registered office is at 27 Fleet Street, Birmingham, B3 1JP (the "**Chargor**"); and
- (2) **MITCHELLS & BUTLERS PENSIONS LIMITED** (company number 00476473) whose registered office is at 27 Fleet Street, Birmingham, B3 1JP (the "**Secured Party**" or "**Trustee**").

RECITALS:

- (A) Further to the Blocked Bank Account Deed (as defined below) the Chargor has agreed to make certain payments to the Bank Account (as defined below) on behalf of the Plan (as defined below) as set out in the Blocked Bank Account Deed.
- (B) As security for its obligations to the Trustee under the Blocked Bank Account Deed, the Chargor has agreed to charge the Bank Account in favour of the Trustee on the terms and conditions of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Account Bank**" means Barclays Bank PLC.

"**Account Terms**" means the account terms between the Chargor and the Account Bank dated on or around the date of this Deed, as amended from time to time, pursuant to which the Account Bank holds for the Chargor cash recorded in the Bank Account from time to time.

"**Acknowledgement of Charge**" means an acknowledgement of the Notice of Charge in substantially the form set out in Schedule 2.

"**Actuary**" means the fellow of the Institute and Faculty of Actuaries from time to time appointed by the Trustee in accordance with section 47(1)(b) of the Pensions Act 1995.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Bank Account**" means the interest bearing cash account opened by the Chargor with the Account Bank with [REDACTED] and account name Escrow – Mitchells & Butlers PLC Main and/or such other account or accounts as may be agreed in writing between the Chargor and the Trustee from time to time.

"Blocked Bank Account Deed" means the deed dated on or about the same date as this deed in respect of the establishment, funding and operation of a "blocked" bank account made between the Chargor and the Trustee.

"Collateral" means all right, title and interest of the Chargor from time to time in and to the Bank Account and the Deposit.

"Collateral Rights" means all rights, powers and remedies of the Secured Party provided by this Deed or by law.

"Deposit" means the credit balance from time to time on the Bank Account, including accrued interest thereon, and all rights, benefits and proceeds in respect of such credit balance and the Bank Account.

"Enforcement Amount" has the meaning given to that term in Clause 9.5.

"Enforcement Notice" means a notice from the Trustee to the Account Bank in substantially the form set out in Schedule 2 to the Escrow Agreement.

"Escrow Agreement" means the agreement between the Account Bank, the Chargor and the Trustee in respect of the Bank Account which is dated on or around the date of this Deed.

"Event of Default" means:

- (a) a failure by the Chargor to perform obligations owing to the Secured Party from the Chargor under or pursuant to the Blocked Bank Account Deed;
- (b) a breach of the Escrow Agreement by the Chargor; or
- (c) the occurrence of an Insolvency Event in relation to the Chargor.

"Financial Collateral Arrangements Regulations" has the meaning set out in Clause 5.5.

"Insolvency Event" means an insolvency event within the meaning of section 121 of the Pensions Act 2004.

"Insolvency Event Amount" means, at any time, the lower of:

- (a) the Deposit; or
- (a) the amount which, when combined with the Plan's other assets, would, in the opinion of the Actuary, be required to fully secure the Plan's benefits by means of a buy out with a reputable insurer on terms acceptable to the Trustee and to pay any expenses incurred in connection with the winding up of the Plan and/or any other payments which the Trustee reasonably considers necessary to facilitate the winding-up of the Plan on a solvent basis, save that the Trustee may, in its sole discretion, defer such opinion until a later date in order to determine the actual amount required.

"Notice of Charge" means a notice of charge in substantially the form set out in Schedule 1.

"Plan" means the Mitchells & Butlers Pension Plan.

"Receiver" means a receiver or an administrative receiver as the Trustee may specify at any time in the relevant appointment made under this Deed, which terms will include any appointee made under a joint and/or several appointment by the Trustee.

"Schedule of Contributions" means the schedule of contributions dated on or around the date of this Deed in respect of the Plan, agreed between the Chargor and the Trustee in accordance with section 227 of the Pensions Act 2004, or any subsequent schedule of contributions agreed between the Chargor and Trustee in accordance with that section.

"Secured Obligations" means all monies and obligations of the Chargor to make any payment to or in respect of the Plan (whether to the Plan or to the Trustee), whether arising under or pursuant to: (i) the Blocked Bank Account Deed; (ii) the Schedule of Contributions (iii) the Trust Deed of the Plan, (iv) this Deed and/or (v) overriding statute in each case whether present or future, actual or contingent.

"Security Interest" means the security interest created under or pursuant to or evidenced by this Deed.

"Trust Deed of the Plan" the definitive trust deed and rules of the Plan dated 6 April 2006, as amended from time to time.

"Unpaid Obligations" means the Secured Obligations which are due and payable but unpaid.

1.2 Construction

(a) Unless a contrary indication, appears any reference in this Deed to:

- (i) the **"Secured Party"** or the **"Chargor"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (ii) actions being taken by, or on behalf of, the Trustee shall be construed as a reference to an action taken by the Trustee in its capacity as Trustee of the Plan or any person duly authorised on its behalf, and any reference to the Secured Party means the Trustee directors acting collectively, or any one or more of the Trustee directors to whom any function has been delegated by the Trustee;
- (iii) **"business day"** shall mean a day (other than a Saturday or Sunday) on which banks are generally open for business in London;
- (iv) **"assets"** includes present and future properties, revenues and rights of every description;

- (v) the "**Blocked Bank Account Deed**", "**Schedule of Contributions**", "**Trust Deed of the Plan**" or any other agreement or instrument is a reference to the Blocked Bank Account Deed, Schedule of Contributions, Trust Deed of the Plan or other agreement or instrument as amended, extended, novated, supplemented, replaced or restated from time to time;
 - (vi) "**including**" shall be construed as a reference to "**including without limitation**", so that any list of items or matters appearing after the word "**including**" shall be deemed not to be an exhaustive list, but shall be deemed rather to be a representative list, of those items or matters forming part of the category described prior to the word "**including**";
 - (vii) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (viii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (x) a "**successor**" includes an assignee or successor in title of any party and any person who under the laws of its jurisdiction of incorporation or domicile has assumed the rights and obligations of any party under this Deed or to which, under such laws, any rights and obligations have been transferred; and
 - (xi) a provision of law is a reference to that provision as amended or re-enacted.
- (b) Section, Clause and Schedule headings are for ease of reference only.
 - (c) An Event of Default is "continuing" if it has not been remedied or waived.

1.3 Secured Party assumes no obligation

The Secured Party shall not be under any obligation in relation to the Collateral as a consequence of this Deed, and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Collateral.

1.4 Third Party Rights

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

2. COVENANT TO PAY, PERFORM AND CHARGE

2.1 Covenant to Pay and Perform

The Chargor hereby covenants with the Secured Party to discharge each of the Secured Obligations on their due date in accordance with their respective terms.

2.2 Assignment

The Chargor assigns absolutely to the Secured Party with full title guarantee all of its rights, title and interest in the Deposit.

2.3 Charge

The Chargor hereby charges the Collateral with full title guarantee and by way of first ranking fixed charge, in favour of the Secured Party, as continuing security for the payment and discharge of the Secured Obligations.

3. ASSETS SUBJECT TO THE SECURITY INTEREST, RELATED RIGHTS AND RELEASE

3.1 Assets subject to the Security Interest

The Chargor shall prior to the execution of this Deed ensure that: (i) the Bank Account has been opened with the Account Bank, and the Account Terms do not permit the Account Bank any rights of set-off in respect of the Bank Account; and (ii) evidence of compliance with (i) satisfactory to the Secured Party has been provided to the Secured Party.

3.2 Release

Upon the Secured Party being satisfied (in its sole opinion) that the Blocked Bank Account Deed has terminated (whether in accordance with its terms or by agreement between the Chargor and the Trustee), or that the Secured Obligations have been irrevocably paid or discharged in full, the Secured Party shall, at the request and cost of the Chargor, release all the security granted by this Deed, in each case subject to Clause 3.3, without recourse to, and without any representations or warranties by, the Secured Party or any of its nominee(s).

3.3 Clawback

If the Secured Party considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the Security Interest shall continue and such amount shall not be considered to have been irrevocably discharged.

4. NOTICE OF CHARGE

The Chargor shall ensure delivery to the Secured Party on the date hereof of a copy of: (i) the Notice of Charge which has been duly executed by or on behalf of the Chargor and delivered by the Chargor to the Account Bank; and (ii) the Acknowledgement of Charge duly signed on behalf of the Account Bank.

5. COLLATERAL AND THE BANK ACCOUNT

5.1 No Variation

The Chargor shall not, without the Secured Party's prior written consent permit or agree to any variation of: (a) the rights attaching to the Deposit; or (b) the Account Terms.

5.2 No revocation

The Chargor hereby agrees and covenants that it shall not take any action which is inconsistent with, or revokes or purports to revoke: (i) the Account Terms (except with the prior written consent of the Secured Party and subject to any conditions that may be imposed by the Secured Party); (ii) any instruction given or required to be given by the Secured Party to the Account Bank; or (iii) the power of attorney granted pursuant to Clause 8 (*Power of Attorney*) hereof.

5.3 Restrictions

The Chargor shall not be entitled to receive, withdraw or otherwise transfer all or any part of the Collateral unless the instructions to do so are signed by an authorised signatory by or on behalf of the Secured Party and the requirements of the Escrow Agreement with regard to such withdrawals and transfers have been complied with in full.

5.4 Collateral Rights

Upon the occurrence of an Event of Default, the Secured Party shall be entitled, at its discretion (in the name of the Chargor and without any further notice to, or consent or authority from, the Chargor), to exercise all Collateral Rights immediately and to:

- (a) demand and receive all and any monies due under or arising in connection with the Deposit;
- (b) transfer all or part of the Collateral immediately into the Secured Party's own name or that of its nominees;
- (c) exercise in relation to all Collateral all such rights as the Chargor is (or would in the absence of this Deed be) entitled to exercise at such time; and
- (d) apply, set-off or transfer any or all of the Collateral in or towards the payment or other satisfaction of the Secured Obligations or any part of them.

5.5 **Financial collateral**

The parties intend that the Security Interest constitutes a financial collateral arrangement under the Financial Collateral Arrangements (No.2) Regulations 2003, as amended (the "**Financial Collateral Arrangements Regulations**").

6. **CHARGOR'S REPRESENTATIONS AND UNDERTAKINGS**

6.1 **Representations**

The Chargor makes the following representations and warranties to the Secured Party on the date of this Deed and is deemed to repeat each of them (other than Clause 6.1(b) (Account Terms)) on each date a payment is made into the Bank Account (by reference to the facts and circumstances then existing) and acknowledges that the Secured Party has become a party to this Deed in reliance on these representations and warranties:

(a) ***Status***

- (i) It is a limited company, duly incorporated and validly existing under the laws of England.
- (ii) It and each of its subsidiaries has the power to own its assets and carry on its business as it is being conducted.

(b) ***Account Terms***

The Account Terms are in full force and effect, enforceable in accordance with their terms, and the Chargor is not in breach of any term or condition of the Account Terms.

(c) ***Binding obligations***

Subject to general equitable principles and insolvency and other laws generally applicable to creditors' rights, the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and create a first ranking security interest over the Collateral.

(d) ***Non-conflict with other obligations***

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and shall not:

- (i) conflict with:
 - (A) any law or regulation applicable to it;
 - (B) its, or any of its subsidiaries', constitutional documents; or
 - (C) any agreement or instrument binding upon it, any of its subsidiaries or the Collateral; or

- (ii) result in the existence of, or oblige it to create, any security over the Collateral.

(e) ***Ranking***

The security created by this Deed has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* security other than mandatory preferences required by law.

(f) ***Power and authority***

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed, and that all necessary authorisations to enable it to enter into this Deed have been obtained and remain in full force and effect.

(g) ***Ownership of Collateral***

It is the sole legal and beneficial owner of the Collateral free and clear of all security interests save as created by this Deed and has not sold or disposed of or granted any interest in or rights in respect of any of its rights, title and interest, in the Collateral or any part thereof, and no part of the Collateral is subject to any restrictions which would operate to restrict in any way the exercise by the Secured Party of its rights on enforcement of its Security Interest over the Collateral.

(h) ***Authorisations***

All Authorisations required or desirable:

- (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and
- (ii) to make this Deed admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

(i) ***Choice of law***

The choice of English law as the governing law of this Deed and any judgment obtained in England in relation to this Deed will be recognised and enforced in its jurisdiction of incorporation.

(j) ***Deduction of Tax***

It is not required to make any deduction for or on account of tax from any payment it may make under this Deed.

(k) ***Winding-up***

No corporate actions, legal proceedings or other procedure or steps have been taken in relation to, or notice given in respect of, a composition, compromise, assignment or arrangement with any creditor of the Chargor or in relation to the suspension of payments or moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of, or the appointment of an administrator to, the Chargor and no such step is intended by the Chargor (save for the purposes of any solvent re-organisation or reconstruction which has previously been approved in writing by the Secured Party).

6.2 **Undertakings**

(a) ***Authorisations***

The Chargor shall promptly:

- (i) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (ii) supply certified copies to the Secured Party of,

any Authorisation required under any law or regulation of any relevant jurisdiction to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence of this Deed in any relevant jurisdiction.

(b) ***Compliance with laws***

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Deed or to create the Security Interest.

(c) ***Disposals and Negative pledge***

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntarily or involuntarily, to sell, lease, transfer or otherwise dispose of the whole or any part of the Collateral and will not create or permit to subsist any mortgage, lien, set-off rights, security interest or other encumbrance, rights or interest of any nature on or over any part of the Collateral or otherwise deal with any part of the Collateral, save as may be permitted under this Deed and the Blocked Bank Account Deed.

(d) ***Calls on Collateral***

The Chargor undertakes to pay all calls or other payments when due in respect of any part of the Collateral. If the Chargor fails to make any such payment the Secured Party may make that payment on behalf of the Chargor and any sums so paid by the Secured Party shall be reimbursed by the Chargor on demand together with interest on those sums. Such interest shall be calculated from the

due date up to the actual date of payment (after, as well as before, judgment) in accordance with Clause 13.5 (*Interest on Demands*).

(e) ***Not jeopardise***

The Chargor shall not do or permit to be done any act or thing which might jeopardise the rights of the Secured Party in the Collateral or which might adversely affect or diminish the value of the Collateral.

(f) ***Account Terms***

The Chargor shall promptly comply with its obligations under the Account Terms, and shall not, without the Secured Party's prior written consent, agree to any variation of the rights attaching to Bank Account (whether under the Account Terms or otherwise), or waive any provision of, request the waiver of any provision of or vary any of the rights attaching to, or terminate, the Bank Account or the Account Terms.

7. FURTHER ASSURANCE

7.1 Covenant for Further Assurance

The Chargor shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Secured Party may reasonably specify (and in such form as the Secured Party may reasonably require in favour of the Secured Party or its nominee(s)) for the purpose of exercising the Collateral Rights or perfecting the Security Interest created or intended to be created in respect of the Collateral (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Collateral) or for the exercise of the rights, powers and remedies of the Secured Party provided by or pursuant to this Deed or by law in each case in accordance with the rights vested in it under this Deed.

7.2 Prescribed Wording

The following covenants shall be implied in respect of any action taken by the Chargor to comply with its obligations under Clause 7.1:

- (a) the Chargor has the right to take such action in respect of the Collateral; and
- (b) the Chargor will at its own cost do all that it reasonably can to give the Secured Party or its nominee the title and/or rights that it purports to give.

8. POWER OF ATTORNEY

8.1 Appointment and powers

The Chargor by way of security irrevocably appoints each Trustee and any Receiver severally to be its attorney and in its name, on its behalf, to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Chargor by this Deed and perfecting and/or releasing the Security Interest created or intended to be created in respect of the Collateral;
- (b) enabling any Trustee and any Receiver to exercise, or delegate the exercise of, all or any of the Collateral Rights; and
- (c) enabling any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Collateral).

8.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

9. SECURITY ENFORCEMENT

9.1 Time for Enforcement

Subject to Clause 9.5, on and at any time after the occurrence of an Event of Default (as long as it is continuing), the Security Interest is immediately enforceable and the Trustee may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion deliver an Enforcement Notice to the Account Bank and following delivery of such Enforcement Notice until such time as the Unpaid Obligations have been discharged:

- (a) secure and perfect the title of the Secured Party to all or any part of the Collateral or otherwise exercise in relation to the Collateral all the rights of an absolute owner;
- (b) exercise all signing and other authority in relation to the Bank Account and the Deposit in place of the Chargor including, without limitation, instructing the Account Bank to transfer the Deposit (or part thereof not exceeding the Enforcement Amount) to such account or accounts as the Trustee may designate, and demand and receive all and any monies due under or arising out of the Bank Account and Deposit and shall apply such amounts so transferred or received in satisfaction of the Secured Obligations;
- (c) enforce all or any part of the Security Interest (at the times, in the manner and on the terms it thinks fit) and appropriate, take possession of and hold or otherwise dispose of all or any part of the Collateral (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration, and the value of any non-cash consideration shall be the market price of the relevant assets determined by the Secured Party by reference to a public index or by such other process as the Secured Party may select, including independent valuation)); and

- (d) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on secured parties and by this Deed on any Receiver or otherwise conferred by law on secured parties or Receivers.

The rights of the Trustee to enforce the Security Interest shall cease once the obligation of the Chargor to pay the Insolvency Event Amount has been discharged (whether as a result of enforcement of the Security Interest or otherwise).

9.2 Secured Party's liability

Neither the Secured Party nor any Receiver will be liable to account as mortgagee or mortgagee in possession in respect of the Collateral or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Collateral for which a mortgagee, or mortgagee in possession, might as such be liable.

9.3 Right of Appropriation

To the extent that any of the Collateral constitutes "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements Regulations), the Secured Party shall have the right to appropriate all or any part of such financial collateral in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be an amount equal to that cash, together with any accrued but unposted interest, at the time the right of appropriation is exercised. The parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Financial Collateral Arrangements Regulations.

9.4 Statutory powers

The powers conferred by this Deed on the Secured Party are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Deed, the terms of this Deed will prevail.

9.5 Limitation on Enforcement

The rights of the Trustee to enforce the Security Interest, pursuant to this Deed or otherwise, at any time shall be limited to such part of the Collateral (the "**Enforcement Amount**") as is equal to the Insolvency Event Amount plus all interest, costs and expenses due under this Deed and, following enforcement in respect of such amount, the Security Interest shall terminate in respect of the remaining balance of the Collateral (if any) and the Trustee shall instruct such balance to be transferred to the Chargor or in accordance with its instructions.

10. RECEIVERS

10.1 Appointment and removal

At any time after having been requested to do so by the Chargor or after this Deed becomes enforceable in accordance with Clause 9 (*Security Enforcement*), the Trustee may by deed or otherwise, without prior notice to the Chargor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Collateral (such part not exceeding the Enforcement Amount);
- (b) remove (so far as it is lawfully able) any Receiver so appointed; and
- (c) appoint another person(s) as an additional or replacement Receiver(s).

10.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 10.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Secured Party; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Secured Party from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

10.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Secured Party under the Law of Property Act 1925 (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Secured Party in respect of any part of the Collateral.

10.4 Powers of Receivers

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Collateral in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;

- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do;
- (d) the power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation, or any revocation, of such power, authority or discretion by the Receiver itself; and
- (e) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him; or
 - (ii) the exercise of any rights, powers and remedies of the Secured Party provided by or pursuant to this Deed or by law (including realisation of all or any part of the Collateral).

10.5 Consideration

The receipt of the Secured Party or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Collateral or making any acquisition, the Secured Party or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

10.6 Protection of purchasers

No purchaser or other person dealing with the Secured Party or any Receiver shall be bound to inquire whether the right of the Secured Party or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Secured Party or such Receiver in such dealings.

10.7 Discretions

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Secured Party or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

11. EFFECTIVENESS OF COLLATERAL

11.1 Collateral Cumulative

The Security Interest and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Secured Party may at any time hold for the Secured Obligations or any other obligations, or any rights, powers and remedies provided by law, and shall operate as an independent security notwithstanding any

receipt, release or discharge endorsed on or given in respect of or under any other security. No prior security held by the Secured Party over the whole or any part of the Collateral shall merge into the Security Interest.

11.2 No Waiver

No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or remedy of the Secured Party under this Deed or applicable law shall operate as a waiver of any such right, power or remedy or constitute an election to affirm this Deed, nor shall any single or partial exercise of any such right, power or remedy prevent any further or other exercise of that or any other right, power or remedy of the Secured Party provided by this Deed or by law. The rights, powers and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law. No election to affirm this Deed on the part of the Secured Party shall be effective unless it is in writing.

11.3 Illegality, Invalidity, Unenforceability

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby, and if any part of the Security Interest intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security Interest.

11.4 No liability

None of the Secured Party, its nominee(s) or any Receiver shall be liable as a mortgagee or mortgagee in possession, or for any loss arising by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Collateral or (c) the taking possession or realisation of all or any part of the Collateral, except in the case of gross negligence or wilful default upon its part.

11.5 Implied Covenants for Title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2.3 (*Charge*).
- (b) It shall be implied in respect of Clause 2.3 (*Charge*) that the Chargor is charging the Collateral free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

11.6 Continuing security

- (a) The Security Interest from time to time constituted by this Deed is a continuing security and shall remain in full force and effect as a continuing security until released or discharged by the Secured Party in writing.

- (b) No part of the Security Interest from time to time constituted by this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

11.7 Immediate recourse

The Chargor waives any right it may have of first requiring the Secured Party to proceed against or enforce any other rights or security interest or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

11.8 No prejudice

The Security Interest and the rights, powers and remedies of the Secured Party provided by or pursuant to this Deed or by law shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person by the Secured Party, or by any other thing which might otherwise prejudice the Security Interest or any rights, powers and remedies of the Secured Party provided by or pursuant to this Deed or by law.

11.9 Retention of Deed

The Secured Party may retain this Deed, the Security Interest and all documents relating to or evidencing ownership of all or any part of the Collateral for a period of seven months after any discharge in full of the Secured Obligations, provided that if at any time during that seven month period a petition or application is presented for an order for the winding-up of, or the making of an administration order in respect of, the Chargor or any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Chargor or files such a notice with the court or the Chargor commences to be wound-up voluntarily or any analogous proceedings are commenced in respect of it, the Secured Party may continue to retain such Security Interest and such documents for such further period as the Secured Party may determine and the Security Interest and such documents shall be deemed to have continued to be held as security for the Secured Obligations.

12. INTEREST ON THE DEPOSIT

Interest may accrue and be payable on the Deposit in accordance with the Account Terms, and the Chargor shall have no obligations or liability to the Trustee in relation to any non-payment of interest by the Account Bank.

13. EXPENSES, STAMP TAXES, INDEMNITY

13.1 Expenses

Each party shall bear its own costs in connection with the negotiation, preparation and execution of this Deed and the completion of the transactions and perfection of the Security Interest.

13.2 Enforcement expenses

The Chargor shall, within three business days of demand, pay to the Secured Party all the costs and expenses (including legal fees) on a full indemnity basis incurred by it in connection with the exercise, preservation and/or enforcement of any of the rights, powers or remedies of the Secured Party or the Security Interest or any proceedings instituted by or against the Secured Party as a consequence of taking or holding the Security Interest or of enforcing any rights, powers or remedies of the Secured Party.

13.3 Stamp Taxes

The Chargor shall pay all stamp, registration and other taxes to which this Deed, the Security Interest, or any judgment given in connection with it, is or at any time may be subject, and shall, from time to time, indemnify the Secured Party on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

13.4 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the Security Interest, indemnify the Secured Party, its attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Deed, the exercise or purported exercise of any of the rights and powers conferred on them by this Deed or otherwise relating to the Collateral.

13.5 Interest on Demands

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate of two per cent. per annum over the Bank of England base rate from time to time for such period(s) as the Secured Party may from time to time select.

13.6 Payments Free Of Deduction

All payments to be made to the Secured Party under this Deed shall be made free and clear of, and without deduction for or on account of, tax unless the Chargor is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

14. APPLICATION OF PROCEEDS

All moneys received or recovered by the Secured Party or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of the Receiver's remuneration and of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of the Receiver's powers, and thereafter shall be applied by the Secured Party (notwithstanding any purported appropriation by the Chargor) in accordance with such order of application as the Secured Party may consider appropriate for the discharge of the Secured Obligations in its sole discretion.

15. CALCULATIONS AND CERTIFICATES

15.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Secured Party are *prima facie* evidence of the matters to which they relate.

15.2 Certificates and Determinations

Any certification or determination by any Trustee of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

16. ASSIGNMENT

16.1 Permitted Successors

This Deed shall be binding upon and shall inure to the benefit of each party and its direct or subsequent legal successors, permitted transferees and assigns. Neither party may assign or transfer any of its rights or obligations under this Deed without the consent of the other party (other than any assignment or transfer by the Trustee to any successor trustee of the Plan).

16.2 Secured Party Successors

This Deed shall remain in effect despite the resignation of the Trustee, or appointment of any new trustee for the Plan; and references to the Secured Party shall include any assignee or successor in title of the Secured Party and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Secured Party under this Deed or to which, under such laws, those rights and obligations have been transferred.

16.3 Disclosure

The Trustee shall be entitled to disclose such information concerning the Chargor or any other person and this Deed as such Trustee considers appropriate to any actual or

proposed direct or indirect successor or to any person to whom information may be required to be disclosed by applicable law.

17. NOTICES

17.1 Communications in Writing

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, shall be made by letter.

17.2 Addresses

The address of each party for any communication or document to be made or delivered under or in connection with the Deed is, in respect of each party, its registered office and officer set out below or any substitute address or department or officer as a party may notify to the other party by not less than five business days' notice.

In the case of the Chargor:

Address: Mitchells & Butlers plc, 27 Fleet Street, Birmingham, B3 1JP

Attention: Company Secretary, and copied to Group Treasurer

In the case of the Trustee:

Address: Mitchells & Butlers Pensions Limited, 27 Fleet Street, Birmingham B3 1JP.

Attention: Secretary to the Trustee

17.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective, if by way of letter, when it has been left at the relevant address or five business days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 17.2 (*Addresses*) of this Deed, if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Secured Party will be effective only when actually received by the Secured Party and then only if it is expressly marked for the attention of the department or officer identified with the Secured Party's signature below (or any substitute department or officer as the Secured Party shall specify for this purpose).

18. WAIVERS AND COUNTERPARTS

18.1 Waivers

No waiver by the Secured Party of any of its rights under this Deed shall be effective unless given in writing.

18.2 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

19. LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

20. ENFORCEMENT

20.1 Jurisdiction of English Courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Deed.
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party will argue to the contrary.

THIS DEED has been executed as a deed by the Chargor and the Trustee and is intended to be and is hereby delivered by it as a deed on the date specified above.

SCHEDULE 1
FORM OF NOTICE OF CHARGE

To: Barclays Bank PLC

Address: 1 Churchill Place
London
E14 5HP

Date: [•]

Dear Sirs,

[REDACTED] (including any renewal or redesignation thereof or substitution therefor) (the "Account") – Notice of Charge

We give you notice that pursuant to a security deed between Mitchells & Butlers PLC (the "**Chargor**") and Mitchells & Butlers Pensions Limited in its capacity as Trustee of the Mitchells & Butlers Pension Plan (the "**Trustee**") dated [•] (the "**Security Deed**") (a copy of which is enclosed), the Chargor has assigned to the Trustee, and granted in favour of the Trustee a first ranking fixed charge over, all of its right, title and interest in respect of the Account and all monies standing to the credit of the Account from time to time. Words and expressions used in this notice shall, unless otherwise defined, have the same meaning as in the Security Deed. We also enclose a copy of the Blocked Bank Account Deed.

We irrevocably instruct and authorise you to:

- disclose to the Trustee any information relating to the Account requested from you by the Trustee;
- comply with the terms of any written notice or instructions relating to the Account received by you from the Trustee in accordance with the terms of the escrow agreement between (1) the Chargor, (2) the Trustee and (3) Barclays Bank PLC, dated [*Insert*] (the "**Escrow Agreement**");
- hold all sums from time to time standing to the credit of the Account in accordance with the terms of the Escrow Agreement; and
- pay or release all or any part of the monies standing to the credit of the Account exclusively in accordance with the terms of the Escrow Agreement.

We acknowledge that you may comply with the instructions in this notice without any further permission from us.

We are not permitted to withdraw any amount from the Account without the prior written consent of the Trustee in accordance with the terms of the Escrow Agreement.

The instructions in this notice may only be revoked or amended with the prior written consent of the Trustee.

This notice, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Please acknowledge receipt of this notice by sending the attached acknowledgement to the Trustee at Secretary to the Trustee, 27 Fleet Street, Birmingham, B3 1JP.

Yours faithfully

Signed.....

For and on behalf of Mitchells & Butlers PLC (as Chargor)

SCHEDULE 2
ACKNOWLEDGEMENT OF NOTICE OF CHARGE

BARCLAYS BANK PLC
1 Churchill Place, London E14 5HP

To: Mitchells & Butlers PLC (the "**Chargor**")
27 Fleet Street, Birmingham, B3 1JP

Mitchells & Butlers Pensions Limited in its capacity as Trustee of the Mitchells & Butlers Pension Plan (the "**Trustee**")
27 Fleet Street, Birmingham, B3 1JP

Date: [•]

Dear Sirs

Acknowledgment of notice of charge dated [•] from the Chargor and the Trustee (the "Notice")

We confirm receipt from the Chargor of the Notice in respect of a charge (established pursuant to the Security Deed entered into between the Chargor and the Trustee) over all monies from time to time standing to the credit of the account detailed below (the "**Account**"), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest).

We confirm that, subject at all times to and in accordance with the escrow agreement between (1) the Chargor, (2) the Trustee and (3) Barclays Bank PLC, dated [Insert] (the "**Escrow Agreement**"), we:

- accept the instructions contained in the Notice and agree to comply with the Notice;
- will not permit any amount to be withdrawn from the Account other than in accordance with the terms of the Escrow Agreement; and
- have not, to the best of knowledge of the escrow team at Barclays Bank PLC as at the date of this acknowledgement, received notice of the interest of any third party in the Account; and

The Account is:

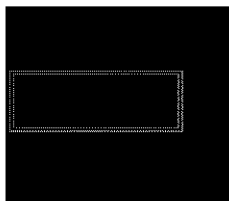
Name of Account Holder: Mitchells & Butlers PLC

Name of Account: Escrow – Mitchells & Butlers PLC Main

Account Number:

Sort Code:

Swift BIC:



This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully

Signed.....

For and on behalf of Barclays Bank PLC

Executed as a deed by
MITCHELLS & BUTLERS PLC

)
)

.....
.....
..... Signature of director

.....
..... *TIMOTHY JONES* Name of director

.....
.....
..... Signature of ~~director~~/company secretary

.....
..... *ANDREW FREEMAN* Name of ~~director~~/company secretary

.....
..... *COMPANY SECRETARY* Capacity in which signed (i.e. either "director"
or "company secretary")

Executed as a deed by
MITCHELLS & BUTLERS PENSIONS LIMITED

)
)

..... Signature of director

..... Name of director

..... Signature of director/company secretary

..... Name of director/company secretary

..... Capacity in which signed (i.e. either "director"
or "company secretary")

Executed as a deed by
MITCHELLS & BUTLERS PLC

)
)

..... Signature of director

..... Name of director


..... Signature of director/company secretary

..... Name of director/company secretary

..... Capacity in which signed (i.e. either "director"
or "company secretary")

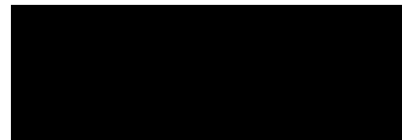
Executed as a deed by
MITCHELLS & BUTLERS PENSIONS LIMITED

)
)



..... Signature of director

..... *J. M. Duck* Name of director



..... Signature of director/~~company~~ secretary

A.W. Harrison, Director for..... Name of director/~~company~~ secretary
The Law Debenture Pension Trust Corporation p.l.c.

..... Capacity in which signed (i.e. either "director"
or "company secretary")