

RE-ORGANISATION STEP 2

Company number
4887979

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF THE SOLE MEMBER OF
MITCHELLS & BUTLERS RETAIL HOLDINGS LIMITED

(passed on 25th September 2003)

By written resolution the sole member of the company agrees to the following resolutions being passed:

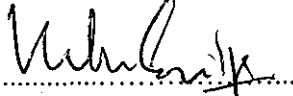
That:

1. the authorised share capital of the company be increased by £100,000,002 to £100,000,102 by the creation of an additional 100,000,002 shares of £1 each ranking pari passu in all respects as one class of shares with the existing shares in the capital of the company;
2.
 - (a) the directors be generally and unconditionally authorised to exercise all powers of the company to allot relevant securities (as defined for the purposes of section 80 of the Companies Act 1985) up to a maximum nominal amount of £100,000,102;
 - (b) this authority shall expire at the conclusion of the next annual general meeting after the passing of this resolution;
 - (c) the company may, before this authority expires, make an offer or agreement which would or might require relevant securities to be allotted under this authority after it expires; and
 - (d) all previous authorities under section 80 of the Companies Act 1985 shall cease to have effect.
3. The purchase of the whole of the issued share capital of Mitchells & Butlers Retail Limited (**MAB Retail**) and Mitchells and Butlers Finance Limited (**MAB Finance**), details of which are set out in a sale and purchase agreement between the company and Mitchells & Butlers Leisure Holdings Limited (**MBLH**) be approved and the directors of the company be authorised to give effect to such acquisitions and in particular to issue 20 million new ordinary shares of £1 each in the company at a premium for the acquisition of MAB Retail and 2 new ordinary shares of £1 each in the company for the acquisition of MAB Finance to MBLH credited as fully paid to rank pari passu with the company's existing share.
4. The entry into by the company of an accession letter (the **Accession Letter**), an additional obligor's certificate and a commitment letter, in order for the company to accede as Additional Guarantor to a £1.5bn facility agreement between, amongst others, the company's ultimate parent, Mitchells & Butlers plc and HSBC Bank plc (as agent) (the **Facility Agreement**) be approved and the terms of and transactions contemplated by the Finance



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Documents (as defined in the Facility Agreement) to which the company will become a party following such accession be approved.



For and on behalf of Mitchells & Butlers Leisure Holdings Limited (as sole shareholder)

**SHARE TRANSFER AGREEMENT FOR MBRL AND MBFL TO SECURITISATION
PARENT (STEP 2 OF RE-ORGANISATION STEPS PAPER)**

AGREEMENT

DATED ^{26th September}
^ 2003

MITCHELLS & BUTLERS LEISURE HOLDINGS LIMITED

And

MITCHELLS & BUTLERS RETAIL HOLDINGS LIMITED

**for the sale and purchase of
all of the issued share capital
of Mitchells & Butlers Finance Limited
and Mitchells & Butlers Retail Limited**

ALLEN & OVERY

London

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THIS AGREEMENT is made on 26th September, 2003

BETWEEN:

- (1) **MITCHELLS & BUTLERS LEISURE HOLDINGS LIMITED** (registered number 2608173) whose registered office is at 27 Fleet Street, Birmingham B3 1JP (the **Seller**); and
- (2) **MITCHELLS & BUTLERS RETAIL HOLDINGS LIMITED** (registered number 4887979) whose registered office is at 27 Fleet Street, Birmingham B3 1JP (the **Purchaser**).

WHEREAS:

- (A) The Purchaser is a wholly-owned subsidiary of the Seller.
- (B) Mitchells & Butlers Retail Limited (registered number 24542) (**Retail**) is a private company limited by shares having an authorised share capital of £5,000,000 divided into 5,000,000 ordinary shares of £1 each 3,882,000 of which have been allotted and issued fully paid or credited as fully paid and are legally and beneficially owned by the Seller (the **Retail Shares**).
- (C) Mitchells & Butlers Finance Limited (registered number 4778667) (**Finance**) is a private company limited by shares having an authorised share capital of £100 divided into 100 ordinary shares of £1 each, of which one has been allotted and issued fully paid or credited as fully paid and is legally and beneficially owned by the Seller (the **Finance Shares**).
- (D) The Seller wishes to sell and the Purchaser wishes to purchase the Retail Shares on the terms set out in this agreement.
- (E) Immediately following, and conditional upon the purchase of the Retail Shares, the Seller wishes to sell and the Purchaser wishes to purchase the Finance Shares on the terms set out in this agreement.
- (F) The Purchaser is part of the Mitchells & Butlers Group (**MAB Group**) which is proposing to effect a re-organisation (the **Re-organisation**) prior to the MAB Group undertaking a proposed whole business securitisation (the **Securitisation**). In entering into this Agreement, the Seller has regard to the Reorganisation and the Securitisation.

IT IS AGREED as follows:

1. SALE AND PURCHASE

- 1.1 The Seller with full title guarantee shall sell and the Purchaser shall purchase the Retail Shares.
- 1.2 Immediately following, and conditional upon the purchase of the Retail Shares, the Seller shall sell and the Purchaser shall purchase the Finance Shares.

2. CONSIDERATION

- 2.1 The consideration for the sale of the Retail Shares shall be:
 - (a) the allotment and issue by the Purchaser to the Seller of 20 million ordinary shares of £1 each at a premium in the capital of the Purchaser; and

- (b) the issue by the Purchaser to the Seller of £1,515 million nominal unsecured loan notes of the Purchaser (the **Notes**).
- 2.2 The consideration for the sale of the Finance Shares shall be the allotment and issue by the Purchaser to the Seller of 2 ordinary shares of £1 each in the capital of the Purchaser.
- 2.3 The shares in the Purchaser allotted pursuant to clauses 2.1 and 2.2 will be allotted credited as fully paid and will rank pari passu in all respects with the ordinary shares in the capital of the Purchaser in issue at the date of their allotment.
- 3. **COMPLETION**
- 3.1 Completion of the sale and purchase of the Retail Shares (**Retail Completion**) shall take place immediately after the signature of this agreement.
- 3.2 At Retail Completion the Seller shall procure:
 - (a) the delivery to the Purchaser of:
 - (i) duly executed transfers of the Retail Shares in favour of the Purchaser or as it may direct; and
 - (ii) share certificate(s) representing the Retail Shares (or an express indemnity in a form satisfactory to the Purchaser in the case of any found to be missing); and
 - (b) that a board meeting of Retail is held at which it shall be resolved that the transfers referred to in subclause 3.2(a) (subject only to their being duly stamped or adjudicated not chargeable to stamp duty) are approved for registration.
- 3.3 Upon completion of all the matters referred to in clause 3.2, the Purchaser shall:
 - (a) allot and issue the shares in the capital of the Purchaser as described in clause 2.1; and
 - (b) issue the Notes.
- 3.4 Completion of the sale and purchase of the Finance Shares shall take place immediately after the completion of all matters referred to in clauses 3.1 to 3.3 inclusive (**Finance Completion**).
- 3.5 At Finance Completion the Seller shall procure:
 - (a) the delivery to the Purchaser of:
 - (i) duly executed transfers of the Finance Shares in favour of the Purchaser or as it may direct;
 - (ii) share certificate(s) representing the Finance Shares (or a express indemnity in a form satisfactory to the Purchaser in the case of any found to be missing); and

- (b) that a board meeting of Finance is held at which it shall be resolved that the transfers referred to in subclause 3.5(a) (subject only to their being duly stamped or adjudicated not chargeable to stamp duty) are approved for registration.

3.6 Upon completion of all matters referred to in clause 3.5, the Purchaser shall allot and issue the shares in the capital of the Purchaser as described in clause 2.2.

4. SELLER AS TRUSTEE

4.1 Following Retail Completion, the Seller shall, until the Retail Shares are registered in the name of the Purchaser or as it may direct, hold the Retail Shares on trust for the Purchaser.

4.2 Following Finance Completion, the Seller shall, until the Finance Shares are registered in the name of the Purchaser or as it may direct, hold the Finance Shares on trust for the Purchaser.

5. COSTS

Each party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this agreement.

6. FURTHER ASSURANCE

Each party shall procure the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions and shall otherwise exercise all powers and rights available to it in order to give effect to this agreement.



7. GOVERNING LAW

This agreement shall be governed by and construed in accordance with English law.

AS WITNESS the hands of the duly authorised representatives of the parties on the date which appears first on page 1.

SIGNATORIES

SIGNED by
for MITCHELLS & BUTLERS
LEISURE HOLDINGS LIMITED

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SIGNED by
for MITCHELLS & BUTLERS
RETAIL HOLDINGS LIMITED

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