

Mr. E. Irwin

Doug Evans
Company Secretary & General Counsel

Direct tel +44(0) 121 498 4129
Direct fax +44(0) 870 191 0930

20 March 2012

Dear Mr. Irwin,

Appointment as a Non-Executive Director of Mitchells & Butlers plc (the Company)

On behalf of the Company, I am writing to confirm the terms of your appointment as a Non-Executive Director of the board of directors (the **Board**) of the Company (the **Appointment**).

The Appointment and the terms of this letter will take effect on Tuesday, 20 March 2012 (the **Effective Date**).

Appointment and termination

1. Your Appointment will be subject to the provisions of the articles of association of the Company (the **Articles**) for the time being in force and to any necessary resolutions of shareholders.
2. Continuation of your Appointment is conditional on satisfactory performance and re-election at Annual General Meetings. This letter does not confer any right to hold office for any period, nor give you any right to compensation if you cease to be a director for any reason.
3. The Appointment may be terminated by both parties immediately at any time without compensation.
4. Upon termination of your Appointment you will at the Company's request promptly resign in writing as a director of the Company (and as a member of any committee of the Board) and of any Group Company. The Company Secretary is irrevocably authorised to sign a letter of resignation on your behalf if you fail to do so.

Non-independence

5. Your Appointment is pursuant to a request made by Elpida Limited, a significant shareholder of the Company, to appoint a director to the Board. You are considered to be a non-independent Non-Executive Director within the meaning of the UK Corporate Governance Code. You must declare your interests in shares and in the transactions of the Company as required by law

and by the Articles, and refrain from voting as a director when required to do so by the Articles.

Time commitment

6. You are aware that the nature of the role makes it impossible to be specific about the time commitment required. The Board expects you to commit sufficient time to allow you to meet your obligations to the Company. This will include attendance at scheduled and emergency Board meetings, meetings of any committee to which you are appointed, and the Annual General Meeting of the Company. In addition, you will be expected to devote appropriate preparation time ahead of each meeting. By accepting the Appointment, you confirm that you are able to allocate sufficient time to meet the expectations of your role. Personal attendance will be required at Board meetings and Board committee meetings (as applicable) unless agreed otherwise in advance with the Chairman.

Duties

7. As a Non-Executive Director, you have the same general legal responsibilities to the Company as any other Director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs. The Board:
 - (a) provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
 - (b) sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
 - (c) sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.
8. The role of the Non-Executive Director has the following key elements:
 - (a) **Strategy:** Non-Executive Directors should constructively challenge and contribute to the development of strategy;
 - (b) **Performance:** Non-Executive Directors should scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
 - (c) **Risk:** Non-Executive Directors should satisfy themselves that financial information is accurate and that financial controls and systems of risk management are robust and defensible; and
 - (d) **People:** Non-Executive Directors are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary removing, senior management and in succession planning.

9. All directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a director, you must have regard (among other matters) to:
- (a) the likely consequences of any decision in the long term;
 - (b) the interests of the Company's employees;
 - (c) the need to foster the Company's business relationships with suppliers, customers and others;
 - (d) the impact of the Company's operations on the community and the environment;
 - (e) the desirability of the Company maintaining a reputation for high standards of business conduct; and
 - (f) the need to act fairly as between the members of the Company.
10. In your role as a Non-Executive Director, you shall:
- (a) at all times comply with the Articles of the Company;
 - (b) abide by your statutory, fiduciary or common-law duties as a director of the Company;
 - (c) diligently perform your duties and use your best endeavours to promote, protect, develop and extend the business of the Company; and
 - (d) immediately report your own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other director of the Company of which you become aware to the Company Secretary.
11. As a Non-Executive Director, you should note that you do not have authority to commit the Company in any way without the express authorisation of the Board.

Fee

12. You will be paid an annual fee of £50,000 for your duties as a Non-Executive Director. This fee will be paid to you (less any required statutory deductions) in equal instalments monthly in arrears, and will be reviewed annually.
13. You will not, in respect of the provision of your services as a Non-Executive Director, be an employee of the Company and you therefore will not be entitled to participate in the Company's annual or long-term incentive, retirement, health, welfare or other benefit arrangements. You will be responsible for all private benefit arrangements at your own expense.

Expenses

14. In addition to the fees described above, the Company will reimburse you for all reasonable out-of-pocket expenses necessarily incurred in carrying out your duties in accordance with the Company's policies from time to time on production of valid receipts and expense form. You will have no separate expense allowance.
15. During the Appointment, circumstances may arise in the furtherance of your duties as a Non-Executive Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Board's agreed procedure under which directors may obtain such independent advice, as amended from time to time.

Office accommodation

16. You will be provided, for the purposes of Company business, with office accommodation and secretarial support at the Company's Retail Support Centre in Birmingham and London office as required.

Insurance and indemnity arrangements

17. The Company has obtained directors' and officers' liability insurance for your benefit and will use its reasonable endeavours to maintain such insurance in force for so long as you are a Non-Executive Director. The Company will notify you in the event that the directors' and officers' liability insurance referred to above is no longer in place. Copies of the policy documents are available from the Company on request.
18. The Company will grant a Deed of Indemnity (being a qualifying third party indemnity for the purposes of the Companies Act 2006) in your favour immediately following commencement of the Appointment.

Other directorships and business interests

19. The Company acknowledges that you have business interests other than this Appointment and that you have declared any conflicts that are apparent at present. In the event that you become aware of any conflicts of interest that may arise, you must disclose these to the Board as soon as they become apparent.
20. During the term of the Appointment you will ensure that you have sufficient time to attend to the duties set out above, having regard to your other business interests and the principles of the UK Corporate Governance Code.
21. During the Appointment, you will not without obtaining the written consent of the Board (such consent not to be unreasonably withheld) accept:
 - (a) office as chairman or director of any quoted company;
 - (b) any employment, consultancy, advisory or trustee role (whether in the public or private sector, and whether paid or unpaid); or

- (c) any public office.

The Board confirms that it has given its consent to the continuation of your existing activities and current directorships listed in Schedule 1 to this letter.

Code of conduct

22. During the Appointment you will comply with any relevant regulations as may be issued by the United Kingdom Listing Authority, including its Model Code for Securities Transactions by Directors of Listed Companies, and the Company's share dealing code, the Company's Code of Conduct and such other requirements as the Board may from time to time specify.

Confidentiality and Intellectual Property Rights

23. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact, including details of the Company's technology.
24. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman.
25. If, at any time during your appointment, you (either alone or with others) produce any work in any medium whatsoever including any report or similar document, software or any other intellectual property (**Works**), which relates to the business of the Company or any other Group Company or which results from or is suggested by anything done in the course of the appointment, then you agree that all intellectual property and proprietary rights in such Works shall belong to and be the sole legal and beneficial property of the Company or the relevant Group Company and will do all things and sign any documents (at your cost) necessary to secure vesting of those rights in the relevant Group Company. You will not use, reproduce or disclose any part of them without the prior written consent of the Company.
26. On termination of the Appointment you will deliver to the Company all (but not limited to); books, documents, papers, business plans, finances (including, but not limited to, any such information relating to or belonging to a supplier, customer or client) and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as a Non-Executive Director. The Company is able to arrange the disposal of papers which you no longer require.

Data Protection

27. By signing this agreement, you give your explicit consent for the purposes of the Data Protection Act 1998 to the Company holding and processing (i) any personal data, including sensitive personal data, relating to you in accordance with the Company's Data Protection Policy; and (ii) information about you for legal, personnel, administrative and management purposes and in particular

to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) including, as appropriate:

- (a) information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work; or
 - (b) your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
 - (c) information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
28. You consent to the Company making such information available to any of its group companies, those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which you work.
29. You also consent to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests.
30. The Company is also subject to restrictions on the disclosure of personal data concerning its customers, clients or suppliers, such as details of their contact numbers and you will be required to comply with all such restrictions.

General

31. You must inform the Company promptly of any change in your address or telephone contact numbers.
32. For the purposes of this letter **Group Company** shall mean the Company and any of its subsidiaries or holding companies from time to time (and any other subsidiary of any of its holding companies), and holding company and subsidiary shall be as defined in section 1159 Companies Act 2006.
33. The terms of this letter are governed by English law.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate of this letter.

Yours sincerely



Doug Evans

Company Secretary & General Counsel

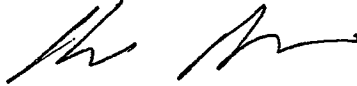
For and on behalf of Mitchells & Butlers plc

I have read and agree to the above terms of my Appointment as a Non-Executive Director of Mitchells & Butlers plc.

SIGNED as a **DEED** and
DELIVERED by **Mr. Edward Irwin**
In the presence of:



Witness's signature:



Witness's name:

LEITH BROWNE

Witness's address:

Date:

20/3/12

SCHEDULE 1

Coolmore – Finance Director