

THIS AGREEMENT is made on the 18th day of October 2010 BETWEEN MITCHELLS & BUTLERS PLC whose registered office is situated at 27 Fleet Street, Birmingham B3 1JP (hereinafter called "**the Company**") of the first part and Timothy Jones of _____ (hereinafter called "**the Executive**") of the second part.

Words importing the singular include the plural and vice versa, words importing the gender include every gender and references to persons include bodies incorporate and unincorporate.

NOW IT IS HEREBY AGREED as follows:

1. The Company will employ the Executive and the Executive will serve the Company as Finance Director, or in such other capacity within the Group as the Company may from time to time require, on the terms set out in this Agreement. The Executive shall perform the duties and exercise the powers which may from time to time be reasonably assigned to or vested in him by the Directors of the Company or a duly authorised committee thereof (hereinafter called "**the Board**") including such duties and powers in relation to any Associated Company (as hereinafter defined) of the Company (hereinafter together with the Company called "**the Group**" and the expression "**Group Company**" shall mean a member of the Group) as the Board shall reasonably cause to be assigned to or vested in him.
2. 2.1 This Agreement shall, subject to the provisions for earlier termination herein contained, continue until terminated:
 - 2.1.1 At any time by the Company giving to the Executive not less than fifty two weeks' previous notice; or
 - 2.1.2. At any time by the Executive giving to the Company not less than twenty six weeks' previous notice; or
 - 2.1.3 Automatically on the Executive's 65th birthday, unless extended in accordance with Section 47 and schedule 6 of the Employment Equality (Age) Regulations 2006.

With reference to sub-Clauses 2.1.1 and 2.1.2 the Company shall have the absolute discretion to waive the requirement for the Executive to carry out normal duties during his notice period for a maximum period of twenty six weeks and the Executive agrees that during any period in which the

Company has waived this requirement (a "**Garden Leave Period**") he shall undertake such work as the Company may from time to time reasonably require of him and shall not, unless required by the Company, enter or attend the premises of the Company or any other Group Company or contact or have any communication with any employee, officer, director, agent or consultant of the Company or any other Group Company in relation to the business of the Company or any other Group Company.

2.2 In lieu of giving notice to terminate the Executive's employment or at any time during any notice period (following service of notice either by the Executive or the Company), the Company may in its absolute discretion (but is not obliged to) terminate the Executive's employment with immediate effect and pay him in lieu of basic salary, pension and other contractual benefits (but not bonus, bonus awards or any other incentives, which will be governed by the terms of the relevant plan or the terms of the incentive arrangement, as the case may be). This payment in lieu of notice will be payable in equal four-weekly instalments on the normal payroll dates. These instalments will continue until the date on which the relevant notice period would have expired or (if earlier) the date on which the Executive secures alternative employment or alternative engagements with the same or a higher basic salary or fee, subject to the conditions set out in Clauses 2.3.1 to 2.3.3 below. The value which will be ascribed to the Executive's pension and other contractual benefits for these purposes will be the cost to the Company (excluding any employer's national insurance cost) of providing such benefits at the relevant time. Any benefits which, by arrangement between the parties or at the Company's discretion, are continued after the date of termination of the Executive's employment ("**the Termination Date**") will be disregarded for the purposes of this calculation in respect of the period for which they are continued. The conditions on which the payment in lieu of notice is payable are that:

2.2.1 The Executive shall provide to the Board such evidence as it may reasonably require on a monthly basis to show that he is making all reasonable efforts to secure alternative employment or engagements and full details of his remuneration package in any such employment or engagements (for the avoidance of doubt, there is no obligation on the Executive to accept alternative employment or engagements which are not appropriate given his status and skills);

2.2.2 In the event that the Executive does secure alternative employment or engagement(s) but at a lower basic salary or fee, then subsequent instalments of the payment in lieu of notice shall be reduced accordingly

and will be in respect of basic salary only, no longer taking into account the other benefits received from the Company or taken into account in calculating the payment in lieu of notice. The payment in lieu of notice will be further reduced as the Board deems appropriate if the remuneration arrangements agreed between the Executive and his new employer are not appropriately balanced between basic salary and other incentives and benefits in accordance with market practice; and

2.2.3 In the absence of such evidence or if the Board is not satisfied (on reasonable grounds) that the evidence provided shows that the Executive is making reasonable efforts to secure alternative employment, the Company may cease making any further payments. In these circumstances, the Executive shall have no right to any compensation whatsoever in respect of the loss of any further part of the payment in lieu of notice that would otherwise have been due to him.

3. 3.1 Initially it is envisaged that the Executive will work at 27 Fleet Street, Birmingham B3 1JP but the Executive shall work at such location or locations within the UK as the Board shall reasonably direct for the performance of his duties pursuant to Clause 1.
4. 4.1 The Executive's employment is subject to the Memorandum of Terms and Conditions of Employment, of which the Executive hereby acknowledges he has a full knowledge and understanding. Copies of this document may be obtained from Human Resources. The Company undertakes that any changes in such terms and conditions shall be updated in the Memorandum of Terms and Conditions of Employment.

4.2 In the event of any conflict arising between this Agreement and the Memorandum of Terms and Conditions of Employment the terms of this Agreement shall prevail.

4.3 No specific disciplinary or grievance rules apply.
5. 5.1 Subject to the Company's right to suspend the Executive under sub-Clauses 2, 5.2 and 15.10, the Executive shall unless prevented by ill-health throughout the said term devote the whole of his working time under this Agreement, attention and abilities to the business of the Group except as provided in sub-clause 5.2 below and shall obey the reasonable and lawful orders from time to time of the Board and in all respects conform to and comply with the directions and requests made by the Board and shall well and faithfully serve the Group and use his best endeavours to promote the

interests thereof in accordance with section 172 of the Companies Act 2006 and shall comply with his duties under chapter 2 of part 10 of the Companies Act 2006.

5.2 The Board may suspend all or any of the Executive's duties and powers for such periods and on such terms as it considers expedient and this may include a term that the Executive must stay away from all or any of the Company's premises and/or will not be provided with any work and/or will have no business contact with all or any of the Group's agents, employees, customers, clients, distributors and suppliers. During any period of suspension the Executive's employment will continue and the Executive will continue to be bound by his obligations under this Agreement and his general duties of fidelity and of good faith.

5.3 The Executive shall not without the consent of the Company (such consent not to be unreasonably withheld) be directly or indirectly engaged or concerned or interested in any other business or accept an appointment to any directorship or office (which consent may be given subject to such reasonable terms or conditions which the Company may require, the breach of which shall be deemed to be a breach of this Agreement). This sub-clause shall also apply to any other activity during hours in which the Executive would not normally be engaged in duties on the Company's behalf. However, the Executive may be the holder of not in excess of five (5) per cent of the outstanding voting shares of any publicly traded company.

5.4 The Executive shall be entitled to purchase goods or services from the companies within the Group with the benefit of such discounts and commissions as are from time to time authorised by the Executive Committee.

5.5 As soon as reasonably practicable after the Executive becomes aware of any material wrongdoing by any employee of any Group Company, where the Executive reasonably concludes that the wrongdoing is sufficiently serious, he will bring that wrongdoing to the attention of the Executive Committee.

5.6 This Agreement does not include a right to be a director or other officer of any Group Company. However, if the Executive is a director or other officer of a Group Company, he must not resign as such, except at the request or direction of the Board.

6. 6.1 Subject as hereinafter provided the Executive shall during the continuance of this Agreement be remunerated for his services under this Agreement (inclusive of any remuneration to which he may be entitled as an officer of the Company or any company within the Group) by the payment of an annual gross salary of £375,000 (three hundred and seventy five thousand pounds) per annum (or such higher amount as may be agreed between the Board and the Executive) (hereinafter called "**Salary**") payable four-weekly, ten days in advance and eighteen days in arrears. The Company is under no obligation to increase the Executive's Salary. However, in the event of any increase of Salary being so agreed the increase shall thereafter have effect as if it were specifically provided for as a term of this Agreement.

6.2 Any advance of a cash float to cover business expenses or an advance of pay which has not been recovered will be repayable by the Executive in the event of the termination of this employment. Any moneys repayable will be deducted from the outstanding final Salary payment or holiday pay and any shortfall will be recoverable from the Executive.

7. In addition to the said fixed Salary the Executive shall be reimbursed by the Company such travelling general and entertainment expenses as shall properly be incurred by and properly claimed by him and vouched for in connection with the Group's business, in accordance with Company policy.

8. The Executive shall be entitled throughout the term of this Agreement to the following benefits:

8.1 Use of a suitable motor car as approved by the Company (a "**Company Car**") for use in connection with the performance of his duties and for his own personal and private use, all costs to be borne by the Company except fuel costs incurred during holidays outside the United Kingdom or the provision of a car allowance.

If the Executive is provided with a Company Car rather than a car allowance, the Executive is to ensure that the Company Car is at all times in a proper state and has a current MOT Test Certificate and that in connection with its use he shall at all times observe Company Car user guidelines as are from time to time in force and be the holder of a proper driving licence.

The Executive must inform the Company immediately if he is disqualified from holding a driving licence and this sub-Clause 8.1 shall not apply during any period of disqualification.

The Executive further acknowledges that the Company Car is provided for the better performance of his duties and that he will have no further right to make use of it after the Termination Date and accordingly must return the Company Car and its keys to the Company at such place as the Company nominates for the purpose.

8.2 Membership of the following Group schemes on such terms as are from time to time in force:

8.2.1 The Company Executive Pension Plan. Details of pension arrangements are contained in the current member literature. A contracting-out certificate is in force in respect of the DB section of the Plan. DC members participate in the State Second Pension.

8.2.2 The Company Private Healthcare Plan.

8.3 Payment by the Company of up to two subscriptions to recognised professional bodies where such professional body is directly related to the Executive's current job or to his normal professional skill.

9. 9.1 The Executive shall be entitled to five weeks' holiday in each year at such time or times as may be agreed between him and the Company and shall also be entitled to all relevant Public and Bank Holidays in England and Wales, plus one additional day.

Holidays are earned on a pro-rata basis by reference to the current holiday year. Holiday pay is based upon the Salary of the Executive payable pursuant to sub-Clause 6.1 above. In the event that the Executive does not take 5 weeks' holiday in any year, whatever the reason, he shall not be entitled to receive pay in lieu of holidays not taken. On termination of this Agreement, the Company reserves the right to require the Executive to take any accrued but untaken holiday during any period of notice of termination of employment (whether given by the Company or the Executive). Alternatively, on termination of this Agreement the Executive may, at the complete discretion of the Company, receive a payment for any pro-rata holiday entitlement earned but not taken for the current holiday year. If at the Termination Date, the Executive has taken holiday in excess of holiday entitlement earned he shall reimburse the Company for the additional holiday taken and the Company shall be entitled to deduct the amount of such holiday entitlement from the Executive's Salary or any other amount owing to the Executive.

9.2 The Executive will be required to work a minimum of 35 hours per week and such additional hours as the requirements of his duties dictate. There shall be no normal working hours and there shall be no entitlement to additional remuneration for any additional work undertaken by the Executive except and to the extent such remuneration may have been agreed between him and the Board.

10. 10.1 The Executive may during his employment have access to information about the business and finances of the Company and of each Associated Company and customers of the Company or any Associated Company and its and their dealings, transactions, affairs, plans and proposals, all of which information is or may be secret or confidential and important to the Company and its Associated Companies and any such customers. In this Agreement such information is called "**Confidential Information**" and includes, without limitation, confidential or secret information relating to:-

10.1.1 Ideas;

10.1.2 Business methods;

10.1.3 Finances;

10.1.4 Prices;

10.1.5 Business, strategic, financial, marketing, development or manpower plans;

10.1.6 Customer lists or details;

10.1.7 Supplier lists or details;

10.1.8 Computer systems and software;

10.1.9 Know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by the Company or its Associated Companies or any such customers.

10.2 The Executive shall not without the prior written consent of the Company other than in the proper performance of his duties either during his employment or at any time after its termination:-

10.2.1 Disclose to any person (except to those authorised by the Company to know), or

10.2.2 Use for his own purposes or for any purposes other than those of the Company, or

10.2.3 Through any failure to exercise all due care and diligence, cause or permit any unauthorised disclosure of,

any Confidential Information save that these restrictions shall cease to apply to information which (otherwise than through the default of the Executive) becomes available to the public generally.

10.3 All notes, memoranda, papers, documents, correspondence and writing (which shall include information recorded or stored in writing or on magnetic tape or disc or otherwise recorded or stored for reproduction whether by mechanical or electronic means and whether or not such reproduction will result in a permanent record being made) which from time to time may be in the possession of the Executive (whether made by the Executive or not) relating to the business of the Company or its Associated Companies shall be and remain the property of the Company or Associated Company to whose business they relate and shall be delivered by the Executive to the Company or Associated Company to which they belong immediately upon request and in any event upon termination of the Executive's employment and the Executive shall not make or keep any copies or extracts of such notes, memoranda, records, papers, documents, correspondence and writing.

10.4 The provisions of sub-Clauses 10.1, 10.2 and 10.3 shall apply mutatis mutandis in relation to each of the companies within the Group to trade secrets or confidential information which the Executive may have received or obtained while in the service of the Company and the Executive will upon the request of any such company enter into a separate agreement or undertaking with such company to the like effect.

10.5 Nothing in this Agreement will prevent the Executive from making a "protected disclosure" in accordance with the provisions of the Employment Rights Act 1996.

11. Where deemed necessary by the Company or statute, the Executive shall at all times during the period of his employment with the Company

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(hereinafter called "**the Employment**") maintain his membership, where appropriate, of all professional, trade and other bodies necessary for the full performance of his duties hereunder.

12. 12.1 If the Executive (whether alone or with others) shall at any time during the period of the Employment make an invention (whether or not patentable) within the meaning of the Patents Act 1977 (hereinafter called "**Invention**") relating to or capable of being used in the business of the Company or any other member of the Group he shall promptly disclose to the Company full details thereof to enable the Company to assess the Invention and to determine whether under the applicable law the Invention is the property of the Company provided that any Invention which does not belong to the Company shall be treated as confidential by the Company.

12.2 If any Invention belongs to the Company or any Associated Company the Executive shall consider himself as a trustee for the Company or any Associated Company (as the case may be) in relation to each such Invention and shall, at the request and expense of the Company, do all things necessary to vest all right, title and interest in any such Invention in the Company or any Associated Company (as the case may be) or its nominee absolutely as legal and beneficial owner and to secure and preserve full patent or other appropriate forms of protection therefore in any part of the world.

12.3 If any Invention does not belong to the Company or any Associated Company, the Company shall have the right to acquire for itself or its nominee the Executive's rights therein within three months after disclosure pursuant to sub-Clause 12.1 on fair and reasonable terms to be agreed or in default of agreement within one month to be acquired at a price to be determined by a single expert to be nominated in default of agreement, at the request of either the Company or the Executive, by the President for the time being of the Chartered Institute of Patent Agents or in default by the Courts.

12.4 If the Executive (whether alone or with others) shall at any time during the period of the Employment create or make any discovery, design or other work (whether registerable or not and whether or not a copyright work), which is not an Invention or made or created by the Executive and wholly unconnected with the Employment (hereinafter called "**Works**"), the Executive shall forthwith disclose to the Company full details thereof and shall consider himself as a trustee for the Company in relation to all such Works. The Executive shall at the request and expense of the Company

execute and do all instruments and things necessary to vest all right, title and interest in and to any such Works in the Company or its nominee absolutely as legal and beneficial owner.

12.5 In consideration of the Company entering into this Agreement the Executive hereby assigns to the Company by way of assignment of future copyright the copyright, design and other proprietary rights if any for the full term thereof throughout the world in respect of all copyright works created or made by the Executive during the period of the Employment (except only those copyright works created or made by the Executive and wholly unconnected with the Employment).

12.6 If the Executive (whether alone or with others) shall at any time during the period of the Employment generate any idea, method or information relating to the business, finances or affairs of the Company or capable of use by the Company which is not an Invention or Works (hereinafter called "**Information**") he shall promptly disclose to the Company full details thereof and the Executive acknowledges such Information belongs to the Company.

12.7 The Executive hereby irrevocably waives any rights the Executive may have under Chapter IV (moral rights) of Part I of the Copyright, Designs and Patents Act 1988 and any foreign corresponding rights in respect of all Works.

12.8 Rights and obligations under Clause 12 shall continue in force after the termination of this Agreement in respect of each Invention, Works and Information and shall be binding upon the representatives of the Executive.

13. 13.1 If the Executive shall unreasonably have refused or failed to agree or accept employment which is (a) suitable for him, having regard to his status and responsibilities; and (b) is offered to him on terms (whether financial or otherwise) no less favourable to him than the terms currently in effect under this Agreement either by:

- (a) A company or person which has acquired or agreed to acquire the whole or a substantial part of the undertaking and assets of the Company; or
- (b) A company or person which shall own or have agreed to acquire a controlling interest in the equity share capital of the Company; or

- (c) Any subsidiary or associate of either of the above; or
- (d) Any subsidiary or associated company of the Company;

Then the Executive shall have no claim against the Company by reason of the subsequent termination of this Agreement.

14. The Executive may be required by the Company at any time to undergo an appropriate medical examination as determined by a doctor appointed by the Company and the Executive agrees to the disclosure of the results of that examination to the Company and hereby explicitly consents to any application made by the Company pursuant to section 3(1) of the Access to Medical Reports Act 1988.

15. 15.1 The appointment of the Executive hereunder shall be subject to termination by the Company at the latter's absolute discretion:

15.1.1 By six months' notice in writing given at any time while the Executive is incapacitated by reason of ill-health or otherwise from performing his duties hereunder having been so incapacitated for a continuous period of not less than three hundred and sixty five days or for more than one period of sickness totalling three hundred normal Working Days or more in any one period of one hundred and four weeks and, subject to the Company being satisfied by medical opinion, the provisions of the Company Executive Pension Plan for early retirement due to ill-health shall apply;

"Working Day" means a day other than a Saturday, Sunday or bank or other public holiday in England.

15.1.2 Forthwith by summary written notice if the Executive shall have committed any material breach or repeated or continued (after written warning) any breach of his obligations hereunder (whether expressed or implied) or shall have been guilty of conduct which has brought himself or any company within the Group into disrepute or shall have been bankrupted or compounded with his creditors generally; or

If the Executive:

15.1.2.1 In the reasonable opinion of the Board fails or neglects efficiently and diligently to discharge his duties, including his duties under Chapter 2 of part 10 of the Companies Act 2006, or is guilty of any serious or (after

having received a written warning) repeated breach of his obligations under this Agreement (including any consent granted under it); or

15.1.2.2 Is guilty of serious misconduct or any other conduct which affects or in the reasonable opinion of the Board is likely to affect prejudicially the interests of the Company or the Group or is convicted of an arrestable offence (other than a road traffic offence for which a non-custodial penalty is imposed); or

15.1.2.3 Becomes bankrupt or makes any arrangement or composition with his creditors; or

15.1.2.4 Is disqualified from being a director of any company by reason of an order made by any competent court;

15.1.2.5 Ceases to be eligible to work in the United Kingdom;

15.1.2.6 Resigns as a director without the prior consent of the Board;

the Company may (whether or not any notice of termination has been given under sub-Clause 2.1.1) by written notice to the Executive terminate the appointment of the Executive with immediate effect.

15.2 If the Executive shall be incapacitated as referred to in sub-Clause 15.1.1 he shall receive the full amount of his Salary hereunder during the first 130 Working Days or any shorter period, in any period of twelve months during which he shall be incapacitated. The Board may require the Executive to furnish satisfactory medical evidence of such incapacity and the cause thereof.

15.2.1 The Executive's salary during any period of absence due to sickness or injury will be inclusive of any statutory sick pay to which he is entitled and the Company may deduct from his salary the amount of any social security benefits and any benefits under any insurance scheme that he may be entitled to receive.

15.2.2 If the Executive is incapable of performing his duties by reason of injury sustained wholly or partly as a result of negligence, nuisance or breach of any statutory duty on the part of a third party and the Executive recovers an amount by way of compensation for loss of earnings from that third party, he will pay to the Company a sum equal to the amount recovered or, if less, the amount paid to him/her by the Company under sub

clause 15.2.1 above in respect of the relevant period of absence as a result of that injury.

15.2.3 Payment under clause 15.2 is conditional on the Executive complying with the Company's rules on notification and evidence of absence.

15.3 In the case of termination under sub-Clause 15.1 the Company shall have the absolute discretion to waive the requirement for the Executive to work during his notice period.

15.4 The Executive's office as a director of the Company or any other Group Company is subject to the Articles of Association of the relevant company (as amended from time to time). If the provisions of this Agreement conflict with the provisions of the Articles of Association, the Articles of Association will prevail but without prejudice to any rights the Executive has or may have to compensation under this Agreement or otherwise.

15.5 The Executive must resign from any office held in any Group Company (other than as a director of the Company) if he is asked to do so by the Company.

15.6 If the Executive does not resign as an officer of a Group Company, having been requested to do so in accordance with sub-Clause 15.5, the Company will be appointed as his attorney to effect his resignation. By entering into this Agreement, the Executive irrevocably appoints the Company as his attorney to act on his behalf to execute any document or do anything in his name necessary to effect his resignation in accordance with sub-Clause 15.5. If there is any doubt as to whether such a document (or other thing) has been carried out within the authority conferred by this sub-Clause 15.6, a certificate in writing (signed by any director or the secretary of the Company) will be sufficient to prove that the act or thing falls within that authority.

15.7 The termination of any directorship or other office held by the Executive (other than his directorship of the Company) will not terminate the Executive's employment or amount to a breach of terms of this Agreement by the Company.

15.8 During his employment the Executive will use his best endeavours to avoid any act or omission which could cause him to be disqualified from continuing to act as a director of any Group Company.

15.9 The Executive must not without the consent of the Company (such consent not to be unreasonably withheld), during the period of his employment under this Agreement, resign his office as a director of any Group Company except that if the Executive has reasonable cause he may resign his office as a director of any Group Company which is not the Company, or a subsidiary of the Company (as defined in section 735 of the Company Act 1985), or a company falling within the terms of sub-Clause 19.2 or sub-Clause 19.3 hereof.

15.10 Without prejudice to the Executive's rights to remuneration and other benefits hereunder, if the Executive is suspected of gross misconduct the Company shall have the right at any time to require the Executive not to attend at any place of work or otherwise to suspend the Executive from the performance of any duties under this Agreement and during the period of such suspension the Company may assign his duties, titles, or powers to another. The Company undertakes to conduct the investigation into any such misconduct expeditiously and inform the Executive regularly as to its progress.

16. The expiration or determination of this Agreement for any reason shall not affect the obligations entered into hereunder on the part of the Executive and expressed to operate or have effect thereafter.

17. 17.1 In this Clause 17 the expressions below have the meaning ascribed to them respectively below:

"Competing Enterprise" shall mean any person, corporation, partnership, venture or other entity which is a named comparator (as amended from time to time) for the purpose of the Company's Performance Restricted Share Plan (or any replacement plan) or which engages in the business of licensed retailing, has a sales turnover of not less than £200 million pounds sterling per annum and competes (or is preparing to compete) with a licensed retailing business of the Company or any Group Company with which the Executive was actively involved or in relation to which he received confidential information in the period of 12 months ending on the date on which the Executive's employment terminated;

"Garden Leave Period" has the meaning given in sub-Clause 2.1;

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"Relevant Period" means the period of twelve months beginning with the Termination Date but reduced by one day for each day of a Garden Leave Period;

"Recognised Investment Exchange" means a relevant EEA market as defined in, or a market established under, the rules of any investment exchange specified in Schedule 3 to the Financial Services and Markets Act 2000 (Financial Promotion) Order 2001;

"Relevant Area" means the United Kingdom and any country in which the Executive was actively involved in the business of the Company or another Group Company at any time during the period of 12 months ending on the Termination Date; and

"Restricted Activities" means executive, managerial, directorial, administrative, strategic, business development or supervisory responsibilities and activities relating to all aspects of licensed retailing but excluding (a) the Executive's employment by a unit of a Competing Enterprise which unit is not itself engaged in Restricted Activities, so long as the Executive's duties and responsibilities with respect to such employment are limited to the business of such unit, or (b) the Executive's employment by an entity which includes a Competing Enterprise where such Competing Enterprise produces revenues that account for less than 5% of the gross revenues of the entity and such Competing Enterprise is not a material part of the Executive's responsibilities.

17.2 The Executive agrees that during the Relevant Period he will not without the prior written consent of the Company:

- (i) become associated with or engage in any Restricted Activities with respect to any Competing Enterprise which is carried on in the Relevant Area whether as officer, employee, principal, partner, agent, executive, secondee, consultant or independent contractor, or as the holder of any direct or indirect financial interest (as shareholder of a Competing Enterprise or otherwise) disregarding any financial interest in securities which are listed or dealt in on any Recognised Investment Exchange if the Executive and any person connected with him/her (within the meaning of section 839 of the Income and Corporation Taxes Act 1988) are interested in securities which amount to less than five per cent. of the issued securities of that class and which, in all circumstances, carry less than five per

cent. of the voting rights (if any) attaching to the issued securities of that class.;

(ii) directly or indirectly solicit or attempt to solicit for employment on his own account or with or on behalf of any corporation, partnership, venture or other business entity, any person who was a Band 4 - level (or above) employee of the Company or any other Group Company (including for this purpose any Retail Business Manager) and with whom the Executive had contact or material dealings in performing the duties of his employment at any time during the period of 12 months ending on the Termination Date.

(iii) directly or indirectly on his own account or with or on behalf of any corporation, partnership, venture or other business entity, canvass or solicit business or custom for goods or services of a similar type to those being supplied by the Company or any Group Company at the Termination Date and, with which goods or services the Executive was actively involved in the course of his employment during the period of 12 months ending on the Termination Date, from any persons who have been at any time during that period customers of the Company or any Group Company with whom the Executive was actively involved in the course of his employment; or deal with any such person in relation to such goods or services.

(iv) directly or indirectly on his own account or with or on behalf of any corporation, partnership, venture or other business entity, induce or attempt to induce any supplier of the Company or any Group Company or distributor of the Company's or any Group Company's goods or services with whom the Executive was actively involved in the course of his employment during the period of 12 months ending on the date on which the Executive's employment terminated, to cease to supply, or to restrict or vary the terms of supply to, the Company or any Group Company or to cease to distribute any of the Company's or any Group Company's goods or services or restrict or vary the terms of the distribution or otherwise interfere with the relationship between a supplier or distributor and the Company or any Group Company.

17.3 The covenants in this Clause 17 are for the benefit of the Company itself and as trustee for each other Group Company.

17.4 The Executive agrees that each of the paragraphs contained in sub-Clause 17.2 above constitute an entirely separate and independent covenant on his part and the validity of one paragraph shall not be affected by the validity or unenforceability of another.

17.5 The Executive agrees that he will at the request and cost of the Company enter into a direct Agreement with any company within the Group whereby he will accept restrictions corresponding to the restrictions and provisions contained in sub-Clauses 17.2 (i) to 17.2 (iv) above in relation to such activities and such areas and for such a period as such company may reasonably require for the protection of its legitimate interests but provided that the duration of such restrictions and provisions are no greater than the Relevant Period.

17.6 The Executive agrees that having regard to the facts and matters set out above the restrictive covenants contained in this Clause 17 are necessary for the protection of the business and confidential information of the Company and other Group Companies.

17.7 The Executive and the Company agree that while the restrictions imposed in this Clause 17 are considered necessary for the protection of the Company and other Group Companies it is agreed that if any one or more of such restrictions shall either taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the Company's or any Group Company's legitimate interest but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner then the said restrictions shall apply with such deletions, restrictions or limitations as the case may be.

17.8 If any person offers to the Executive any arrangement or contract which might or would cause the Executive to breach any of the covenants in this Clause 17, the Executive will notify that person of the terms of this Clause 17.

18. 18.1 Upon termination of this Agreement howsoever arising the Executive will resign without claim for compensation from all offices (including directorships) held in any Group Company (but without prejudice to any claim for compensation the Executive has or may have under this Agreement or otherwise) and will authorise the Company to appoint a person to execute any such resignation in his name.

18.2 All equipment, records, papers and documents kept or made by or supplied to the Executive relating to the business of the Group shall be and remain the property of the Group and on the termination of the Executive's employment hereunder shall so far as they are in his possession be delivered up to the Company.

19. "Associated Company" is defined as any company which for the time being is:

19.1 a company having an ordinary share capital (as defined in section 832 of the Income and Corporation Taxes Act 1988) of which not less than 10 per cent is owned directly or indirectly by the Company applying the provisions of section 838 of the Income and Corporation Taxes Act 1988 in the determination of ownership; and/or

19.2 a holding company (as defined in section 736 of the Companies Act 1985) of the Company; and/or

19.3 a subsidiary (as defined in section 736 of the Companies Act 1985) of any such holding company other than the Company; and/or

19.4 any other company on behalf of which the Executive carries out duties at the request of the Company; and/or

19.5 any other company to which any company in the Group renders managerial or administrative services in the ordinary course of its business.

20. Notices may be given by either party by first class recorded delivery letter addressed to the other party at (in the case of the Company) its registered office for the time being and (in the case of the Executive) his last known address and any such notice shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of first class post.

21. To the extent permitted by law, no person other than the parties to this Agreement and the Group shall have the right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999. For the avoidance of doubt, save as expressly provided in this Clause the application of the Contracts (Rights of Third Parties) Act 1999 is specifically excluded from this Agreement, although this does not affect any other right or remedy of any third party which exists or is available other than under this Act.

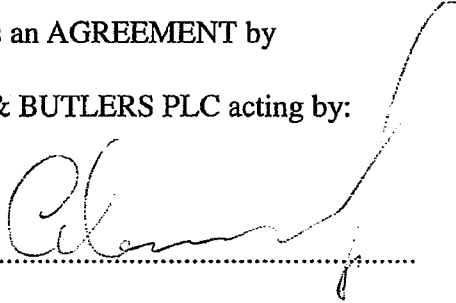
22. This Agreement shall be governed by and interpreted in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties the day and year first before written

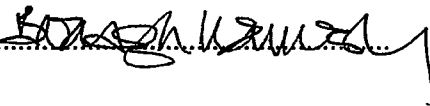
EXECUTED as an AGREEMENT by

MITCHELLS & BUTLERS PLC acting by:

Director

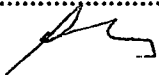
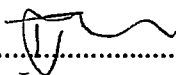


Director/Secretary



EXECUTED as a AGREEMENT by

.....
Timothy Jones
in the presence of:



Witness Name GARY LONG

Witness Occupation GROUP HEAD OF IT

Witness Address

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