



EXECUTION VERSION

# First Supplemental Trust Deed

R.E.A. Holdings plc

and

The Law Debenture Trust Corporation p.l.c.

constituting \$15 million 7.5 per cent dollar notes 2012/2014 of  
R.E.A. Holdings plc

10 February 2010

## CONTENTS

CLAUSE	PAGE
1. DEFINITIONS .....	1
2. AMOUNT OF THE FURTHER NOTES .....	1
3. REPAYMENT AND INTEREST .....	1
4. WARRANTIES .....	2
5. CERTIFICATES .....	3
6. NOTICES .....	3
7. STAMP DUTY .....	3
8. COUNTERPARTS.....	3
9. GOVERNING LAW .....	3
 SCHEDULE 1 .....	 5
Form of Certificate and terms and conditions.....	5

**THIS FIRST SUPPLEMENTAL TRUST DEED** is made on 10 February 2010

**BETWEEN:**

- (1) **R.E.A. HOLDINGS PLC** (No. 671099) whose registered office is at First floor, 32-36 Great Portland Street, London W1W 8QX (the "**Company**"); and
- (2) **THE LAW DEBENTURE TRUST CORPORATION P.L.C.** (No. 1675231) whose registered office is at Fifth floor, 100 Wood Street, London EC2V 7EX.

**RECITALS**

- (A) This First Supplemental Trust Deed is supplemental to the Trust Deed dated 12 September 2005 (the "**Principal Trust Deed**") made between the Issuer and the Trustee and constituting \$30 million 7.5 per cent dollar notes 2012/2014 of the Company (the "**Original Notes**").
- (B) By virtue of Clause 3 (*Power to Issue Further Notes*) of the Principal Trust Deed, the Company may from time to time (but subject always to the terms and conditions therein provided) create and issue further notes either ranking *pari passu* in all respects and forming a single issue with the Original Notes or carrying such rights and on such terms as the directors of the Company may determine.
- (C) The Company has, by resolutions of a duly authorised committee of its Board of Directors passed on 20 January 2010, authorised the creation and issue of a further \$15 million in nominal amount of 7.5 per cent dollar notes 2012/2014 to be constituted by this First Supplemental Trust Deed and the Principal Trust Deed and to be consolidated and form a single series with the Original Notes (the "**Additional Dollar Notes**").
- (D) The Law Debenture Trust Corporation p.l.c. has agreed to act as Trustee of this deed for the benefit of the Noteholders on the terms and conditions hereinafter contained.

**THE PARTIES AGREE AS FOLLOWS:**

1. **DEFINITIONS**

All expressions defined in the Principal Trust Deed shall, unless there is anything in the subject or context inconsistent therewith, have the same meanings in this First Supplemental Trust Deed.

2. **AMOUNT OF THE FURTHER NOTES**

- 2.1 The Additional Dollar Notes are limited to \$15 million and may be issued to such persons and on such terms and conditions and either at par or at a discount or at a premium and either wholly or partly for cash or otherwise as the Directors shall determine.
- 2.2 The Additional Dollar Notes shall, on and from issue, be consolidated and form a single series with the Original Notes.

3. **REPAYMENT AND INTEREST**

3.1 The Company covenants with the Trustee that:

- (a) as and when the Additional Dollar Notes or any part thereof is due to be redeemed as provided by these presents or on such earlier date as the Additional Dollar Notes or any part thereof shall become due and payable, it will pay to, or to the order of, the Trustee at the registered office of the Company, or at such other place as the Trustee shall approve, the principal amount of the Additional Dollar Notes or as the case may be the part thereof due to be redeemed and will in the meantime until

the whole of the Additional Dollar Notes shall have been redeemed pay to, or to the order of, the Trustee interest at the rate (as well after as before any judgment) of 7.5 per cent per annum (subject to any tax required by law to be deducted) on the principal amount of the Additional Dollar Notes for the time being outstanding by equal half-yearly instalments on 30 June and 31 December in each year commencing 31 December 2010, save that in respect of the first interest period following the date of issue of each Note, the interest rate shall be calculated as if interest had accrued from (and including) the day following the most recent interest payment date (or, if none, 1 July 2005); and

- (b) it will comply with the Conditions and with the provisions set out in schedules 2 and 3 to the Principal Trust Deed.
- 3.2 Every payment by the Company directly to the Noteholders on account of principal or interest in respect of the Notes held by them shall be a satisfaction pro tanto of the amount payable to the Trustee by the Company under clause 3.1.
- 3.3 Should the date of any payment due under clause 3.1 fall on a day which is not a business day, then the payment date shall be deemed to be the next business day immediately following such payment date. This provision shall not affect any interest period nor shall it affect the amount of interest (or any other monies) to be paid on any payment date.
- 3.4 The Trustee shall hold all monies paid to it as envisaged pursuant to clause 3.1 upon trust to apply the same:
- (a) first, in payment or satisfaction of the costs, charges, expenses and liabilities incurred by the Trustee or any receiver in or about the execution of its powers or otherwise in relation to these presents, including the remuneration of the Trustee or any receiver with interest thereon as hereinafter provided;
  - (b) secondly, in or towards payment to the Noteholders without any preference or priority of all arrears of interest remaining unpaid on the Notes held by them respectively pari passu and rateably according to the amount of such interest due to them; and
  - (c) thirdly, in or towards the payment of the Noteholders without any preference or priority of all principal monies due on the Notes held by them respectively pari passu and rateably according to the amount of all such principal,

provided that if the Trustee shall so determine payments may be made on account of principal monies before the whole of the interest on the Notes has been paid but such alteration in the order of payment of principal and interest shall not prejudice the right of the Noteholders to receive the full amount to which they would have been entitled if the ordinary order of payment had been observed.

#### 4. **WARRANTIES**

The Company hereby warrants to the Trustee as follows:

- (a) that it is a company duly incorporated and validly subsisting under the laws of England and has the power and authority to own all its assets and to conduct the business/operations which it conducts and/or proposes to conduct;
- (b) that it has full power to enter into and deliver this deed;
- (c) that all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order:

- (i) to enable it lawfully to enter into and deliver, exercise its rights and perform and comply with its obligations under this deed;
  - (ii) to ensure that those obligations are legally binding; and
  - (iii) to make this deed admissible in evidence in the courts of England have been taken, fulfilled and done;
- (d) that the entry into and delivery, exercise of its rights, and/or performance of or compliance with its obligations under this deed do not and will not violate
- (i) any law or regulation or judicial order to which it is subject or
  - (ii) the constitutional documents of it; or
  - (iii) any agreement or other document to which it is a party or which is binding on it or its assets;
- (e) that it is not insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 nor will it become so in consequence of entering into this deed; and
- (f) that no Event of Default exists and no Event of Default will exist immediately after the issue of the Additional Dollar Notes.

5. **CERTIFICATES**

The certificates for the Additional Dollar Notes shall be issued under the common seal of the Company or under a seal kept by it under section 50 of the Companies Act 2006 affixed in accordance with the provisions of the articles of association of the Company for the time being in force and in accordance with such Act. Every certificate for the Notes shall be in the form or substantially in the form set out in schedule 1, with such modifications as the Company and the Trustee may from time to time approve, and shall have endorsed thereon Conditions in the form set out in that schedule.

6. **NOTICES**

The provisions of Clause 30 (*Notices*) of the Principal Trust Deed are hereby incorporated into this First Supplemental Trust Deed *mutatis mutandis* as if set out herein.

7. **STAMP DUTY**

The Company shall pay any stamp duty payable on these presents and any stamp duty payable as a result of the creation or issue of the Additional Dollar Notes.

8. **COUNTERPARTS**

This deed may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

9. **GOVERNING LAW**

This deed (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law, and any dispute arising out of or in connection with this deed shall be referred to and finally resolved by the English courts, who shall have exclusive jurisdiction.

**IN WITNESS** whereof this deed has been executed on the date first above written.

**SCHEDULE 1**

**Form of Certificate and terms and conditions**

Certificate no.:

**R.E.A. HOLDINGS PLC**

(Incorporated in England and Wales under the Companies Act 1985, registered no. 671099)

Issue of up to \$45 million 7.5 per cent dollar notes 2012/2014 of R.E.A. Holdings plc

Created pursuant to the memorandum and articles of association of R.E.A. Holdings plc and to a resolution of its board of directors passed on 20 January 2010.

**THIS IS TO CERTIFY** that the person(s) named below is/are the registered holder(s) of the nominal amount shown herein of the \$45 million 7.5 per cent dollar notes 2012/2014 of R.E.A. Holdings plc which are constituted by a trust deed dated 12 September 2005 as supplemented by a first supplemental trust deed dated 10 February 2010 and made between R.E.A. Holdings plc as Issuer and The Law Debenture Trust Corporation p.l.c. as Trustee. The Notes are also issued subject to and with the benefit of the provisions contained in the said deed and the terms and conditions endorsed hereon.

Interest at the rate of 7.5 per cent per annum (subject to any tax required by law to be deducted) is payable on the Notes half-yearly on 30 June and 31 December in each year.

**Name(s) and address of Noteholder(s)**

**Amount of Notes**

\$

Given under the common seal of R.E.A. Holdings plc

.....  
Director

.....  
Director/Secretary

Dated:

**NOTES:**

1. The Notes are registered and are transferable in amounts of \$1 nominal or integral multiples thereof by instrument in writing in the usual common form or such other form as the Directors may approve.
2. No transfer of any part of the Notes represented by this Certificate will be registered unless it is accompanied by this certificate and delivered to the offices of the registrars of the Issuer.
3. The Notes have not been, and will not be, registered under the US Securities Act of 1933, as amended (the "Securities Act"). Accordingly, the Notes may not be offered or sold within the United States, or to or for the account or benefit of any US persons, except in certain transactions that are exempt from the registration requirements of the Securities Act. The Notes have not been approved or disapproved by the US Securities and Exchange Commission or any other US regulatory authority. Any representation to the contrary is a criminal offence in the United States.

## TERMS AND CONDITIONS

The \$45 million 7.5 per cent dollar notes 2012/14 (the "**Notes**", which expression shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 14 and forming a single series with the Notes) of R.E.A. Holdings plc (the "**Issuer**") are constituted by a trust deed (the "**Trust Deed**") dated 12 September 2005 made between the Issuer, R.E.A. Holdings plc, and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**") as trustee for the holders of the Notes (the "**Noteholders**") as supplemented by a first supplemental trust deed dated 10 February 2010. The issue of the Notes was authorised pursuant to resolutions of the board of directors of the Issuer passed on 16 August 2005 and 20 January 2010 and pursuant to resolutions of duly constituted committees of the board of directors passed on 12 September 2005 and on 28 January 2010. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Trust Deed. Copies of the Trust Deed are available for inspection during normal business hours by the Noteholders at the registered office for the time being of the Trustee, being as at the date of issue of this certificate at Fifth Floor, 100 Wood Street, London EC2V 7EX. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed.

References to "**dollars**" or to "**\$**" are to the lawful currency of the United States of America.

### 1. **Definitions**

In these Conditions, except to the extent that the context otherwise requires:

**"business day"** means a day on which banks in the City of London are generally open for business, other than a Saturday or Sunday;

**"Extraordinary Resolution"** means a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions contained in the Trust Deed by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded then by a majority consisting of not less than three-fourths of the votes given on such a poll;

**"Interest Payment Date"** means 30 June and 31 December in each year;

**"Interest Period"** means the period commencing on (and including) the date of issue of the relevant Notes and ending on (and including) the next following Interest Payment Date and thereafter each successive period commencing on (and including) the day following an Interest Payment Date and ending on (and including) the next following Interest Payment Date;

**"Redemption Date"** means 31 December in each of the three years commencing 31 December 2012;

**"subsidiary"** has the meaning given thereto in section 736 of the Companies Act 1985; and

**"United Kingdom"** means the United Kingdom of Great Britain and Northern Ireland.

### 2. **Form and transfer**

(A) Form and denomination

The Notes are issued in registered form in amounts and integral multiples of \$1.

The Issuer and the Trustee may (to the fullest extent permitted by applicable law) deem and treat the registered holder of any Notes as the absolute owner for all purposes,

notwithstanding any notice to the contrary, including any notice of ownership, trust or any interest in it and no person shall be liable for so treating the registered holder.

(B) Transfer

The Notes will be transferable in amounts or integral multiples of \$1 by transfer in the usual form for such securities.

3. **Status**

The Notes are direct and unconditional unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future.

4. **Interest**

The Issuer shall pay interest on the principal amount of the Notes at the rate of 7.5 per cent per annum semi-annually in arrear in equal instalments on each Interest Payment Date to those persons who are registered as Noteholders at the close of business on the relevant record date (notwithstanding any intermediate transfer or transmission of any Notes), save that in respect of the first Interest Period following the date of issue of each Note, the interest rate shall be calculated as if interest had accrued from (and including) the day following the most recent Interest Payment Date (or, if none, 1 July 2005) (and for this purpose, the "**record date**" shall mean the thirtieth day before the relevant interest payment date or, if such day is not a business day, then the next following business day). Each Note will cease to bear interest from (and including) the due date for redemption unless, upon due presentation, payment of principal in respect of the Note is improperly withheld or refused.

Whenever it is necessary to compute an amount of interest in respect of any Notes for a period shorter than a complete Interest Period (other than the first Interest Period following the issue of the Notes in question), such interest shall be calculated on the basis of the actual number of days in the period from (and including) the day following the most recent Interest Payment Date to (and including) the final day of the relevant period divided by the actual number of days in the period from (and including) the day following the most recent Interest Payment Date to (and including) the next Interest Payment Date. In respect of the first Interest Period following the issue of the Notes in question, the above provisions shall apply as if the date of issue were an Interest Payment Date.

Interest will be paid in dollars unless the relevant Noteholder has elected, by notice in writing to the Issuer received by the Issuer (at the office of its registrars) prior to the relevant record date as regards any future interest payment, to receive the interest in pounds sterling, in which event interest will be paid to that Noteholder in pounds sterling, with each dollar of interest otherwise payable by the Issuer being translated into pounds sterling at the rate actually achieved by the Issuer at or around 11.00 a.m. on the fifth business day prior to the relevant Interest Payment Date (provided always that the Issuer shall not be responsible to any Noteholder for any loss or alleged loss arising from any such sale of dollars for pounds sterling). Any such election shall remain in force for all subsequent interest payments to the Noteholder making the election unless and until revoked by the Noteholder by notice in writing to the Issuer received by the Issuer (at the office of its registrars) prior to the record date as regards any subsequent interest payment.

5. **Redemption, purchase and cancellation**

(A) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, the Issuer shall redeem the Notes at their principal amount by three equal annual instalments

commencing 31 December 2012. If Notes are purchased and cancelled by the Issuer, the amount of Notes that the Issuer will be obliged to redeem on any given redemption date will be reduced by the nominal amount of Notes purchased and cancelled prior to that redemption date (save in so far as such Notes were purchased and cancelled prior to a previous redemption date and taken into account in reducing the amount of Notes otherwise due to be redeemed in relation to that redemption date).

(B) Purchases

The Issuer or any of its subsidiaries may at any time purchase Notes in any manner and at any price.

(C) Cancellation

All Notes redeemed will be cancelled forthwith and such Notes may not be reissued or resold. Notes purchased by the Issuer or any of its subsidiaries may be held, resold or surrendered for cancellation.

(D) Election to receive monies in sterling

An election to receive interest payments in pounds sterling, given in accordance with the provisions of Condition 4, will be deemed also to be an election to receive redemption payments in pounds sterling (and any revocation of any such election to receive interest payments in pounds sterling, given in accordance with the provisions of Condition 4, will be deemed also to be a revocation of such election to receive redemption payments in pounds sterling) provided that, in relation to the repayment of any amount of principal, the sterling amount paid shall not exceed 100 per cent of the dollar amount due to be repaid on the date of payment applying the spot exchange rate between dollars and sterling on the relevant repayment date.

**6. Payments, unclaimed monies and prescription**

(A) Any principal or interest or other monies payable by the Issuer or the Trustee on or in respect of any Notes may be paid by cheque or warrant made payable to the order of and sent through the post to the registered address of the holder or person entitled thereto or in the case of joint holders made payable to the order of and sent through the post to the registered address of that one of the joint holders who is first named in the register in respect of the Notes or made payable to the order of such person and sent to such address as the holder or joint holders may in writing direct. Payment of any such cheque or warrant shall be a satisfaction of the monies represented thereby. Every such cheque or warrant shall be sent at the risk of the person(s) entitled to the monies represented thereby. If several persons are entered in the register as joint holders of any Notes then, without prejudice to the forgoing provisions of this paragraph, the payment to any of such persons of any principal or interest or other monies payable in respect of such Notes shall be as effective a discharge to the Issuer and to the Trustee as if the person to whom the payment is made was the sole registered holder of such Notes.

(B) If any monies remain due to any Noteholder in respect of any Notes after the due date (whether an Interest Payment Date or a Redemption Date) because any cheque or warrant in respect of it has not been presented, then after the expiry of six months from such due date (or at such earlier time as the Trustee may agree), the Issuer may pay to the Trustee the amount due to such Noteholder and upon such payment being made the interest due or the Notes which the Issuer is ready to redeem (as the case may be) shall be deemed to have been paid or redeemed. The Trustee may place any such monies so received by it on deposit in the name of the Trustee in such bank as it may think fit and thereafter it shall not be responsible for the safe custody of such monies or for interest thereon. Any payment made to the Trustee as described in this Condition 6(B) shall be held by the Trustee on trust for the holder of the relevant Notes provided that the Trustee

may amalgamate any such monies with any other monies for the time being held by the Trustee for which it is accountable to any other Noteholder or to the holders of any stock or security (whether or not of the Issuer) for which it is or was the trustee under provisions equivalent to or similar to these provisions. Any monies which remain unclaimed after ten years (in the case of principal) or five years (in the case of interest), and any interest thereon, will be forfeit and will revert to the Issuer.

7. **Taxation**

All payments of principal and interest in respect of the Notes by the Issuer will be made free and clear of, and without withholding of or deduction for, or on account of, any taxes imposed or levied by or on behalf of the United Kingdom or any political sub-division thereof or by any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes is required by law.

8. **Default**

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject in each case to being indemnified and/or secured to its satisfaction) (but, in the case of the happening of any of the events mentioned in sub-paragraphs (iii), (iv), (v), (vi) and (vii) below, only if the Trustee shall have certified in writing that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice to the Issuer that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount, together with accrued interest, in any of the following events ("**Events of Default**"):

- (i) if default shall be made in the payment on the due date of any principal monies or for a period of 14 days in the payment of any interest which ought to be paid in accordance with these Conditions;
- (ii) if an administration order shall be made, or if an order shall be made or a resolution passed for the winding up of the Issuer (except for a voluntary members' winding up approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders) or if an administrator shall otherwise be appointed with or without a court order;
- (iii) if an encumbrancer shall take possession or a receiver shall be appointed of the whole or any part of the assets or undertaking of the Issuer or if a distress, execution or other process shall be levied or enforced or sued out upon or against any of the assets of the Issuer and such distress, execution or other process shall not be removed discharged or paid out within 14 days;
- (iv) if the Issuer shall stop or threaten by notice to its creditors generally to stop payment of its debts generally or if the Issuer shall cease or threaten to cease to carry on business or substantially the whole of its business;
- (v) if default shall be made by the Issuer in the performance or observance of any covenant, condition or provision binding on it under the Trust Deed or the Notes (other than a covenant, condition or provision for payment of principal or interest) and (except in circumstances where the Trustee shall certify that delay would in its opinion place the interests of the Noteholders in jeopardy) the same (if capable of remedy) is not remedied to the satisfaction of the Trustee within one calendar month after notice in writing of such default shall have been given to the Issuer by the Trustee;

- (vi) if the Issuer shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if any voluntary arrangement is proposed under section 1 of that Act in respect of the Issuer; or
- (vii) if the security for any other debenture or any mortgage or charge of the Issuer shall become enforceable and steps are taken to enforce the same or if any debenture, loan capital or borrowings of the Issuer shall become repayable by reason of default by the Issuer or if any guarantee or indemnity given by the Issuer is not honoured when due and called upon and steps are taken to enforce payment.

## 9. **Limitation on borrowing**

The Issuer covenants with the Trustee that for so long as any of the Notes remain outstanding it will procure that (except with the sanction of an Extraordinary Resolution of the Noteholders) the aggregate amount for the time being remaining undischarged of all monies borrowed by the Issuer and its subsidiary undertakings for the time being (the "**Group**") and for the time being owing to persons outside the Group shall not at any time exceed a sum equal to 1½ times the aggregate of:

- (i) the amount paid up on the issued share capital of the Issuer; and
- (ii) the total of the capital and revenue reserves of the Group (including any share premium account, capital redemption reserve and credit balance on the revenue reserve) in each case whether or not such amounts are available for distribution,

all as shown in the latest audited consolidated balance sheet of the Issuer and after:

- (a) making such adjustments as may be appropriate in respect of any variation in such amount paid up on the issued share capital or share premium account or capital redemption reserve or merger reserve since the date of such latest audited consolidated balance sheet and so that for this purpose if any issue or proposed issue of shares for cash or otherwise has been underwritten or otherwise agreed to be subscribed (for cash or otherwise) then, at any time when the underwriting of such shares or other agreement as aforesaid shall be unconditional, such shares shall be deemed to have been issued and the amount (including any premium) payable (or which would be credited as payable) in respect thereof (not being monies payable later than six months after the date of allotment) shall be deemed to have been paid up to the extent that the underwriters or other persons are liable therefor;
- (b) deducting (to the extent included):
  - (I) any amounts distributed or proposed to be distributed (but not provided in such latest audited consolidated balance sheet) other than distributions attributable to the Issuer or any subsidiary undertaking;
  - (II) any amounts attributable to goodwill (other than goodwill arising on consolidation) or other intangible assets;
- (c) excluding:
  - (I) any sums set aside for taxation;
  - (II) any amounts attributable to outside shareholders in subsidiary undertakings of the Issuer;
- (d) deducting any debit balance on the revenue reserve; and

- (e) making such other adjustments (if any) as the auditors for the time being of the Issuer may consider appropriate.

For the purpose of the foregoing limit "**monies borrowed**" shall be deemed to include the following except in so far as otherwise taken into account (together in each case with any fixed or minimum premium payable on final redemption or repayment):

- (i) the principal amount for the time being owing (other than to a member of the Group) in respect of any loan capital, whether secured or unsecured, issued by a member of the Group in whole or in part for cash or otherwise;
- (ii) the principal amount raised by any member of the Group by acceptances or under any acceptance credit opened on its behalf by any bank or accepting house other than acceptances relating to the purchase of goods in the ordinary course of trading and outstanding for not more than ninety days;
- (iii) the nominal amount of any issued share capital, and the principal amount of any monies borrowed or other indebtedness, the redemption or repayment of which is guaranteed or secured or is the subject of an indemnity given by any member of the Group and the beneficial interest in the redemption or repayment of which is not owned within the Group; and
- (iv) the nominal amount of any issued share capital (not being equity share capital which as regards capital has rights no more favourable than those attached to its ordinary share capital) of any subsidiary undertaking of the Issuer owned otherwise than by other members of the Group;

but shall not include and shall be deemed not to include:

- (a) amounts borrowed for the purpose of repaying the whole or any part (with or without premium) of any monies borrowed by any member of the Group then outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period; and
- (b) the proportion of the excess outside borrowing of a partly owned subsidiary undertaking which corresponds to the proportion of its equity share capital which is not directly or indirectly attributable to the Issuer and so that, for this purpose, the expression "**excess outside borrowing**" shall mean so much of the monies borrowed by such partly owned subsidiary undertaking otherwise than from members of the Group as exceeds the amounts (if any) borrowed from it by other members of the Group.

When the aggregate amount of monies borrowed required to be taken into account for the purposes of this Condition 9 on any particular day is being ascertained, any of such monies denominated or repayable (or repayable at the option of any person other than the Issuer or any subsidiary undertaking) in a currency other than sterling shall be translated, for the purpose of calculating the sterling equivalent, at the rate(s) of exchange prevailing on that day in London, or on the last business day six months before such day if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange prevailing shall be taken as the spot rate in London quoted at or about 11.00 am on the day in question by a London clearing bank, approved by the board of directors of the Issuer, as being the rate for the purchase by the Issuer of the currency and amount in question for sterling). A certificate or report by the auditors for the time being of the Issuer as to the amount of the limit referred to above in this Condition 9 or the aggregate amount of monies borrowed falling to be taken into account as provided above in this Condition 9, or to the effect that the limit imposed by this Condition 9 has not been or will not be exceeded at any particular time or times or during any period shall be conclusive evidence of such amount or fact for the purposes of this Condition 9.

## 10. **Other covenants**

The Issuer covenants with the Trustee that for so long as any of the Notes remain outstanding it will:

- (i) carry on and conduct its businesses and affairs in a proper and efficient manner and duly comply with all obligations imposed on it by the Companies Act 1985;
- (ii) keep proper books of account and therein make true and proper entries of all dealings and transactions of and in relation to its business and keep the said books of account and all other documents relating to its affairs at its registered office or other place or places where the said books of account and documents of a similar nature ought in the ordinary course to be kept and allow the Trustee and any receiver or any person or persons nominated by the Trustee in writing (not being a person or persons to whom the Issuer may reasonably object) at all reasonable times to have full access to all its books, accounts and documents as are relevant for the purposes of the Notes;
- (iii) give to the Trustee or to such person or persons as aforesaid such information as they may reasonably require and in such form as they may reasonably require as to all matters relating to its business, immovable property, assets and affairs and furnish to the Trustee two copies of every report, balance sheet, profit and loss account, circular or notice issued to its shareholders at the time of issue and send to the Noteholders every published consolidated balance sheet of the Issuer and such other documents as ought to be sent to them in compliance with sections 240 and 246 of the Companies Act 1985;
- (iv) use its best endeavours (a) to maintain the listing of the Notes on the Official List of the Financial Services Authority and their admission to trading on the London Stock Exchange's market for listed securities or, if it is unable to do so having used such best endeavours or if the maintenance of such listing and admission to trading is agreed by the Trustee to be unduly onerous, use its best endeavours to obtain and maintain the quotation and listing of the Notes on such other stock exchange and by such other listing authority, where applicable, as it may (with the prior written approval of the Trustee) decide and (b) to procure that there will at all times be furnished to any stock exchange and listing authority, where applicable, on which and by which the Notes are for the time being traded and listed, on the application of the Issuer, such information as such stock exchange and listing authority, where applicable, may require in accordance with its normal requirements or in accordance with any arrangements for the time being made with any such stock exchange and listing authority, where applicable;
- (v) use all reasonable endeavours to procure that its auditors furnish to the Trustee such certificates, reports or other information as the Trustee may from time to time reasonably require and in such form as the Trustee may reasonably require in connection with any calculation or matter arising under the Trust Deed or these Conditions;
- (vi) at all times execute all such further documents and carry out all such further acts and things as may be necessary at any time or times in the opinion of the Trustee to give effect to the provisions of the Trust Deed and these Conditions;
- (vii) give immediate notice in writing to the Trustee upon it becoming aware of the happening of any such event as is mentioned in Condition 8;
- (viii) at the same time as the audited accounts for each financial period of the Issuer are despatched to the members of the Issuer, use all reasonable endeavours to procure the delivery to the Trustee of a written report from the auditors in a form

approved by the Trustee showing that the borrowing limits set out in Condition 9 were not being exceeded as of the date of the relevant accounts; and

- (ix) deliver to the Trustee (a) within 14 days of request therefor from time to time by the Trustee and (b) without the need for any such demand, at the same time as the audited accounts for each financial period of the Issuer are despatched to the members of the Issuer (or, if earlier, not later than 180 days after the end of the financial year to which such audited accounts relate) a certificate signed by two Directors on behalf of the Issuer certifying that, so far as the Issuer is aware, having made all proper enquiries and except as set out in the relevant certificate, as at the date of such certificate and throughout the period from and including the date of the last such certificate (or, in the case of the first such certificate, the date of the Trust Deed) to and including the date of the certificate (or throughout any other period specified by the Trustee):
- (I) none of the provisions of the Trust Deed (including in particular, without limitation, the borrowing limitation set out in Condition 9) is being or has been breached; and
- (II) none of the events specified in Condition 8 has occurred.

**The Trust Deed does not contain any provision restricting or prohibiting the granting of security by the Issuer or any of its subsidiaries.**

**11. Consent to reduction in capital**

The Trust Deed contains provisions pursuant to which the Trustee, on behalf of itself and the Noteholders, has irrevocably consented to one or more reductions of share capital and/or amounts standing to the credit of the Issuer's share premium account and/or capital redemption reserve, up to a maximum aggregate amount of £6 million, and to the release of the reserves thereby created to the distributable reserves of the Issuer, , subject only to the necessary consent of the court and provided always that such reduction(s) would not result in the Issuer being in breach of the borrowing restriction set out in Condition 9.

**12. Enforcement of rights**

(A) Enforcement by the Trustee

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer as it may think fit to enforce the provisions of the Trust Deed or the Notes, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed or the Notes unless (i) it has been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-quarter in principal amount of the Notes then outstanding and (ii) it has been indemnified and/or secured to its satisfaction.

(B) Enforcement by the Noteholders

No Noteholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

**13. Meetings of Noteholders, modification and waiver**

The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of any of these Conditions or any of the provisions of the Trust Deed. The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding

or representing at least one third of the principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes for the time being outstanding so held or represented. An Extraordinary Resolution passed at any meeting of Noteholders will be binding on all Noteholders, whether or not they are present at the meeting.

The Trustee may agree, without the consent of the Noteholders, to any modification (subject to certain exceptions) of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed which is not, in the opinion, of the Trustee, materially prejudicial to the interests of the Noteholders or to any modification which is, in the opinion of the Trustee, of a formal, minor or technical nature or which is made to correct a manifest or proven error. Any such modification, waiver or authorisation shall be binding on the Noteholders and, unless the Trustee agrees otherwise, any such modification shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 16.

**14. Further issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further notes or bonds either ranking *pari passu* in all respects (save for the first payment of interest thereon) and (in the case of notes) so that the same shall be consolidated and form a single series with the Notes or upon such terms as to ranking, interest, premium, redemption and otherwise as the Issuer may at the time of the issue thereof determine. Any such notes or bonds, if they are to form a single series with the Notes, shall be constituted by a deed supplemental to the Trust Deed and in any other case in such manner as the Trustee may agree. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of notes or bonds of other series for the purpose of passing an Extraordinary Resolution in certain circumstances where the Trustee so decides.

**15. Replacement of certificates**

If any certificate in respect of Notes be worn out or defaced then, upon production of such certificate to the Issuer, the Issuer shall cancel the same and shall issue a new certificate in lieu thereof to the person(s) entitled to such worn out or defaced certificate. If any such certificate be lost or destroyed then, upon proof thereof to the satisfaction of the Issuer and on such terms as to evidence and indemnity as the Issuer may deem adequate being given, the Issuer shall issue a new certificate in lieu thereof to the person(s) entitled to such lost or destroyed certificate. An entry as to the issue of the new certificate and indemnity (if any) shall be made in the register of Noteholders.

**16. Notices to Noteholders**

Any notice may be given to or served on any Noteholder either personally or by sending it by first class or airmail post in a prepaid envelope addressed to him at his registered address or (if he desires that notices shall be sent to some other person or address) to the person at the address supplied by him to the Issuer for the giving of notices or sending of other documents to him. In the case of joint registered holders of any Notes, a notice given to the Noteholder whose name stands first in the register in respect of such Notes shall be sufficient notice to all the joint holders. Any notice or other document duly served on or delivered to any Noteholder as provided above shall, notwithstanding that such Noteholder is then dead or bankrupt or that any other event has occurred and whether or not the Issuer has notice of the death or the bankruptcy or other event, be deemed to have been duly served or delivered in respect of any Notes registered in the name of such Noteholder as sole or joint holder unless before the day of posting (or if it is not sent by post before the day of service or delivery) of the notice or document his name has been removed from the register as the holder of the Notes, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or

document on all persons interested (whether jointly with or claiming through or under him) in the Notes.

Any notice given or document served by post shall be deemed to have been given or served on the day following that on which the same is posted and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice of the document or the notice or document itself was properly addressed stamped and posted. Any notice given or document served by delivery otherwise than by post shall be deemed to have been given or served at the time it is delivered to the address hereinbefore specified.

A Noteholder who, having no registered address within the United Kingdom, has not supplied to the Issuer an address within the United Kingdom for the service of notices shall not be entitled to receive notices from the Issuer provided that the Issuer may, at its discretion, give notices to such Noteholder by advertisement (to Noteholders generally) in a national newspaper published in the United Kingdom, and any such notices shall be deemed to be effective on the date of such publication.

If at any time the Issuer is unable to give notice by post within the United Kingdom as a result of the suspension or curtailment of postal services or if at the time that such notice is to be posted there is no register of Noteholders, notice may be given to Noteholders by advertisement in a national newspaper published in the United Kingdom. In any such case, the Issuer shall send confirmatory copies of the notice by post as soon as practicable after normal postal services throughout the United Kingdom are restored.

**17. Trustee**

The Law Debenture Corporation p.l.c., whose head office is at 100 Wood Street, London EC2V 7EX, has agreed to act as trustee of the Noteholders in respect of the Notes.

The statutory power of appointing new trustees shall be vested in the Issuer but a new trustee so appointed must in the first place be approved by the Noteholders by an Extraordinary Resolution. At least one trustee must be a trust corporation and a trust corporation may be a sole trustee. Whenever there are more than two trustees, a majority of trustees shall be competent to exercise all the powers, authorities and discretions vested in the Trustee under the Trust Deed or by law, provided always that a trust corporation is included in such majority.

Any trustee may at any time on the expiry of not less than three months' written notice to that effect given to the Issuer retire without assigning any reason and without being responsible for any expense thereby occasioned.

As between the Trustee and the Noteholders, the Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions of the Trust Deed and the Notes and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustee, shall be conclusive and shall bind all Noteholders.

The Issuer will pay to the Trustee by way of remuneration for its services as trustee such sum as may from time to time be agreed between them. The Issuer shall also reimburse all costs, charges, liabilities and expenses reasonably incurred by the Trustee in relation to the carrying out of its functions as trustee.

**18. Indemnity in favour of the Trustee and contracts between the Trustee and the Issuer**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (i) to enter into business transactions with the Issuer and/or any of the Issuer's subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/ or any of the Issuer's subsidiaries, (ii) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders, and (iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

**19. Exercise of functions by the Trustee**

In connection with the exercise of any of its trusts, powers or discretions (including but not limited to those relating to any proposed modification, waiver, authorisation or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interest arising from circumstances particular to individual Noteholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. The Trustee shall not be entitled to require, nor shall any Noteholder, in connection with any such modification, waiver, authorisation or substitution, be entitled to claim from the Issuer or any other person any indemnification or payment in respect of any tax or other consequence thereof upon individual Noteholders.

**20. Rights of third parties**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

**21. Governing law and submission to jurisdiction**

The Trust Deed and the Notes are governed by, and shall be construed in accordance with, English law.

Each Noteholder is deemed to have irrevocably agreed that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with the Notes or their creation and for these purposes each Noteholder will be deemed to have irrevocably submitted to the exclusive jurisdiction of the courts of England.

**R.E.A. HOLDINGS PLC**

First floor  
32-36 Great Portland Street  
London W1W 8QX

Telephone: + 44 (0)20 7436 7877  
Facsimile: + 44 (0)20 7631 3291  
Attention: Richard Robinow

**SIGNED** as a **DEED** by )  
**R.E.A. HOLDINGS PLC** )  
acting by )  
and )

**THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

Fifth floor  
100 Wood Street  
London EC2V 7EX

Telephone: + 44 (0)20 7606 5451  
Facsimile: + 44 (0)20 7696 5261  
Attention: The Manager, Trust Management

The common seal of )  
**THE LAW DEBENTURE TRUST** )  
**CORPORATION P.L.C.** was hereunto )  
affixed in the presence of: )

