

THIS NOTICE SUPERCEDES THE NOTICE OF TODAY'S DATE, IN ORDER TO CORRECT THE ISIN ON EACH OF THE £6,000,000 CLASS CA MORTGAGE BACKED FLOATING RATE NOTES DUE 2038 AND THE €2,900,000 CLASS CC MORTGAGE BACKED FLOATING RATE NOTES DUE 2038

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF EXISTING NOTEHOLDERS (AS DEFINED BELOW). IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU ARE RECOMMENDED TO SEEK YOUR OWN FINANCIAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (IF YOU ARE IN THE UNITED KINGDOM) OR FROM ANOTHER APPROPRIATELY AUTHORISED INDEPENDENT FINANCIAL ADVISER (IF YOU ARE NOT).

LEEK FINANCE NUMBER NINETEEN PLC  
(the Issuer)

(incorporated in England and Wales under the Registration Number 05965873)

NOTICE OF EXISTING NOTEHOLDER MEETINGS

to each of the holders of the outstanding

£110,000,000 Class A2a Mortgage Backed Floating Rate Notes due 2038  
(ISIN: XS0294479778; Common Code: 029447977)  
(the Class A2a Notes and holders thereof, the Class A2a Noteholders)

U.S.\$624,100,000 Class A2b Mortgage Backed Floating Rate Notes due 2038  
(Regulation S Notes: ISIN: XS0249448060; Common Code: 029448060  
Rule 144A Notes: ISIN: US52426WAB28; Common Code: 029499152; CUSIP: 52426WAB2)  
(the Class A2b Notes and holders thereof, the Class A2b Noteholders)

€124,500,000 Class A2c Mortgage Backed Floating Rate Notes due 2038  
(ISIN: XS0294482483; Common Code: 029448248)  
(the Class A2c Notes and holders thereof, the Class A2c Noteholders)  
(the Class A2a Notes, Class A2b Notes and Class A2c Notes together, the Class A2 Notes and the holders thereof, the Class A2 Noteholders)

£23,000,000 Class Ma Mortgage Backed Floating Rate Notes due 2038  
(ISIN: XS0294483614, Common Code: 029448361)  
(the Class Ma Notes and holders thereof, the Class Ma Noteholders)

€8,000,000 Class Mc Mortgage Backed Floating Rate Notes due 2038  
(ISIN: XS0294484349, Common Code: 029448434)  
(the Class Mc Notes and holders thereof, the Class Mc Noteholders)  
(the Class Ma Notes and the Class Mc Notes together, the Class M Notes and the holders thereof the Class M Noteholders)

£12,000,000 Class Ba Mortgage Backed Floating Rate Notes due 2038  
(ISIN: XS0294484778, Common Code: 029448477)  
(the Class Ba Notes and holders thereof, the Class Ba Noteholders)

€1,000,000 Class Bc Mortgage Backed Floating Rate Notes due 2038

(ISIN: XS0294485072, Common Code: 029448507)  
(the Class Bc Notes and holders thereof, the Class Bc Noteholders)  
(the Class Ba Notes and Class Bc Notes together, the Class B Notes and the holders thereof, the Class B Noteholders)

£6,000,000 Class Ca Mortgage Backed Floating Rate Notes due 2038  
(ISIN: XS0294485403, Common Code: 029448540)  
(the Class Ca Notes and holders thereof, the Class Ca Noteholders)

€3,900,000 Class Cc Mortgage Backed Floating Rate Notes due 2038  
(ISIN: XS0294486476, Common Code: 029448647)  
(the Class Cc Notes and holders thereof, the Class Cc Noteholders)  
(the Class Ca Notes and Class Cc Notes together, the Class C Notes and the holders thereof, the Class C Noteholders)

£13,000,000 Class Da Mortgage Backed Floating Rate Notes due 2038  
(ISIN: XS0294486559, Common Code: 029448655)  
(the Class Da Notes and holders thereof, the Class Da Noteholders)

€6,700,000 Class Dc Mortgage Backed Floating Rate Notes due 2038  
(ISIN: XS0294486716, Common Code: 029448671)  
(the Class Dc Notes and holders thereof, the Class Dc Noteholders)  
(the Class Da Notes and Class Dc Notes together, the Class D Notes and the holders thereof, the Class D Noteholders)  
(the Class A2 Notes, the Class M Notes the Class B Notes, the Class C Notes and the Class D Notes together the Existing Notes and the holders thereof, the Existing Noteholders)

NOTICE IS HEREBY GIVEN by the Issuer, that meetings of the Existing Noteholders (the Existing Noteholders Meetings) convened by the Issuer will be held at the offices of Allen & Overy LLP, One Bishops Square, London E1 6AD on 3 January 2014 pursuant to Condition 12 and Schedule 3 of the Trust Deed dated 17 April 2007, as supplemented on 6 June 2011 (the Trust Deed) made between the Issuer and Capita Trust Company Limited (the Trustee) as trustee for the Secured Creditors (including the Existing Noteholders) and constituting the Existing Notes. The Existing Noteholders Meetings will be held commencing at 12:40 p.m. (London time), for the purpose of considering and, if thought fit, passing the following Extraordinary Resolution in accordance with the provisions of the Trust Deed. Capitalised terms used in this notice shall have the meanings given to them in the Consent Solicitation Memorandum dated 5 December 2013.

Capitalised terms used but not defined herein shall have the meanings ascribed to them in the Conditions of the Existing Notes set out in the Trust Deed.

At the date of this Notice, £74,692,200 in aggregate principal amount of the Class A2a Notes, U.S.\$423,776,382 in aggregate principal amount of the Class A2b Notes, €4,537,990 in aggregate principal amount of the Class A2c Notes, £23,000,000 in aggregate principal amount of the Class Ma Notes, €68,000,000 in aggregate principal amount of the Class Mc Notes, £12,000,000 in aggregate principal amount of the Class Ba Notes, €1,000,000 in aggregate principal amount of the Class Bc Notes, £6,000,000 in aggregate principal amount of the Class Ca Notes, €3,900,000 in aggregate principal amount of the Class Cc Notes, £13,000,000 in aggregate principal amount of the Class Da Notes and €6,700,000 in aggregate principal amount of the Class Dc Notes, have been issued by the Issuer and remain outstanding. As at the date of this notice £27,636,114 of Class A2a Notes, U.S.\$3,395,100 of Class A2b Notes and €1,765,452 of Class A2c Notes are held by the Co-operative Bank Plc (the Co-operative Bank) and for the purposes of the Extraordinary Resolution do not remain outstanding. All of the Class J1 VFN Notes, the Class J2 VFN Notes, the Class J3 VFN Notes, the Class J4 VFN Notes, the J5 VFN Notes, the Class K VFN Notes, the Class L VFN Notes and the Class N VFN Notes are held by the Co-operative Bank and are deemed not to remain outstanding for the purposes of the Meetings. Accordingly, the requirements under the Trust Deed for

any Meetings of the Existing Noteholders assenting to any modifications to the Transaction Documents to be sanctioned by a direction of the Class J1 VFN Noteholders, the Class J2 VFN Noteholders, the Class J3 VFN Noteholders, the Class J4 VFN Noteholders, the J5 VFN Noteholders, the Class K VFN Noteholders, the Class L VFN Noteholders, the Class N VFN Noteholders or the Note Trustee to be of the opinion that such modifications would not be materially prejudicial to the interests of the Class J1 VFN Noteholders, the Class J2 VFN Noteholders, the Class J3 VFN Noteholders, the Class J4 VFN Noteholders, the J5 VFN Noteholders, the Class K VFN Noteholders, the Class L VFN Noteholders and the Class N VFN Noteholders respectively shall not apply to the Extraordinary Resolution if duly passed by each Class of the Existing Noteholders.

In accordance with normal practice, each of the Co-operative Bank, the Administrator, the Solicitation Agents, the Tabulation Agent, the Trustee, the Principal Paying Agent and the U.S. Registrar expresses no opinion on and makes no representations as to the merits of the Extraordinary Resolution set out below. Each of the Co-operative Bank, the Administrator, the Trustee, the Principal Paying Agent and the U.S. Registrar has authorised it to be stated that it has no objection to the Extraordinary Resolution set out below being submitted to the Existing Noteholders for their consideration. Accordingly, each of the Co-operative Bank, the Administrator, the Trustee, the Principal Paying Agent and the U.S. Registrar recommends that Existing Noteholders seek their own legal, financial, tax or other advice as to the impact of the implementation of the Extraordinary Resolution set out below.

## BACKGROUND

The Issuer proposes to amend the Transaction Documents, the Trust Deed and the Conditions and to enter into certain new documents (as outlined below). The Existing Noteholders should be aware that the proposed amendments have been requested to give effect to:

- (a) Citi undertaking certain back-up cash management functions, in accordance with the terms of the Back-Up Cash Management Agreement;
- (b) HML undertaking certain back-up administration functions, in accordance with the terms of the Back-Up Administration Agreement;
- (c) SFM undertaking the back-up administrator facilitation and back-up cash management facilitation functions in accordance with the terms of the Back-Up Administration Agreement, the Back-Up Cash Management Agreement, the Replacement Administration Agreement, the Replacement Cash Management Agreement and the Amended and Restated Administration Agreement and the provision in the Payments Priorities for SFM's fees, costs and expenses for acting in such roles;
- (d) the performance of determinations and reconciliations by the Back-Up Cash Manager should it become the replacement Cash Manager;
- (e) the payment of the Back-Up Administration Fee (should the Co-operative Bank fail to pay the same on the immediately preceding Back-Up Administration Fee Payment Date);
- (f) the payment of the Back-Up Cash Management Fee (should the Co-operative Bank fail to pay the same on the immediately preceding Back-Up Cash Manager Fee Payment Date);
- (g) the Back-Up Cash Manager assuming the obligations and liabilities of the Administrator under the Co-op GIC Agreement and the BNYM Deposit Agreement from the Back-Up Cash Manager Replacement Date and the Administrator ceasing to be a party to the Co-op GIC Agreement and the BNYM Deposit Agreement from the Back-Up Cash Manager Replacement Date;
- (h) the entry into a Corporate Services Agreement and provision in the Payments Priorities for the fees and costs of the Corporate Services Provider;

- (i) the entry into a Deed of Amendment in respect of the Mortgage Sale Agreement, to amend a perfection event in order to ensure that perfection will take place upon a transfer of the servicing away from PFL;
  - (j) the provision in the Payments Priorities for the Back-Up Cash Manager's and the Back-Up Administrator's relevant fees, costs and expenses upon their invocation in their respective replacement roles;
  - (k) the entry into amendments to the Transaction Documents requiring the Trustee to agree (subject to certain conditions) to any modifications to the Conditions of the Notes and/or the Transaction Documents which are necessary for the Issuer and/or any Swap Counterparty to comply with EMIR and/or Dodd Frank;
  - (l) the amendment to the definition of Authorised Investments in the Master Definitions and Framework Schedule to allow the Issuer to invest in Authorised Investments which have a maturity date not later than the earlier of 100 days from the date such Authorised Investment is entered into and the Interest Payment Date following the date of such investment;
  - (m) the accession of the Back-Up Cash Manager, the Back-Up Administrator, the Back-Up Cash Management Facilitator, the Back-Up Administrator Facilitator and the Corporate Services Provider as Secured Creditors; and
  - (n) all consequential amendments relating to paragraphs (a) to (m) above;
- (together, the Noteholder Proposal).

#### EXTRAORDINARY RESOLUTION OF THE RELEVANT EXISTING NOTEHOLDERS

"THAT this Meeting of the holders of [£110,000,000 Class A2a Mortgage Backed Floating Rate Notes due 2038 (the Class A2a Notes and holders thereof, the Class A2a Noteholders), U.S.\$624,000,000 Class A2b Mortgage Backed Floating Rate Notes due 2038 (the Class A2b Notes and holders thereof, the Class A2b Noteholders) and €124,500,000 Class A2c Mortgage Backed Floating Rate Notes due 2038 (the Class A2c Notes and holders thereof, the Class A2c Noteholders) presently outstanding (the Class A2a Notes, Class A2b Notes, Class A2c Notes together, the Class A2 Notes and the holders thereof, the Class A2 Noteholders) / £23,000,000 Class Ma Mortgage Backed Floating Rate Notes due 2038 (the Class Ma Notes and holders thereof, the Class Ma Noteholders) and €8,000,000 Class Mc Mortgage Backed Floating Rate Notes due 2038 (the Class Mc Notes and holders thereof, the Class Mc Noteholders) (the Class M Notes and holders thereof, the Class M Noteholders) / £12,000,000 Class Ba Mortgage Backed Floating Rate Notes due 2038 (the Class Ba Notes and holders thereof, the Class Ba Noteholders) and €1,000,000 Class Bc Mortgage Backed Floating Rate Notes due 2038 (the Class Bc Notes and holders thereof, the Class Bc Noteholders) (the Class B Notes and holders thereof, the Class B Noteholders) / £6,000,000 Class Ca Mortgage Backed Floating Rate Notes due 2038 (the Class Ca Notes and holders thereof, the Class Ca Noteholders) and €32,900,000 Class Cc Mortgage Backed Floating Rate Notes due 2038 (the Class Cc Notes and holders thereof, the Class Cc Noteholders) (the Class C Notes and holders thereof, the Class C Noteholders) / £13,000,000 Class Da Mortgage Backed Floating Rate Notes due 2038 (the Class Da Notes and holders thereof, the Class Da Noteholders) and €6,700,000 Class Dc Mortgage Backed Floating Rate Notes due 2038 (the Class Dc Notes and holders thereof, the Class Dc Noteholders)](the Class D Notes and holders thereof, the Class D Noteholders)] issued by Leek Finance Number Nineteen plc (the Issuer) constituted by the Trust Deed dated 17 April 2007, as supplemented on 6 June 2011 (the Trust Deed) made between the Issuer and Capita Trust Company Limited (the Trustee) as trustee for the Secured Creditors including holders of the Class [A2 / M / B / C / D] Notes hereby:

1. approves and assents to the Noteholder Proposal;

2. assents to and authorises, directs, requests and empowers the Trustee to consent to the Noteholder Proposal and the modifications of the Transaction Documents, the Trust Deed and the Conditions relating to the Notes and the entry into the Second Supplemental Trust Deed, the Third Supplemental Deed of Charge, the Amended and Restated Administration Agreement, the Back-Up Administration Agreement, the Replacement Administration Agreement, the Back-Up Cash Manager Agreement, the Replacement Cash Management Agreement, the Amended and Restated Co-op GIC Agreement, the Amended and Restated BNYM Deposit Agreement, the Deed of Amendment in respect of the Mortgage Sale Agreement, the Corporate Services Agreement and the Amended and Restated Master Framework Agreement, pursuant to which the following will be given effect:
- (a) Citi undertaking certain back-up cash management functions, in accordance with the terms of the Back-Up Cash Management Agreement;
  - (b) HML undertaking certain back-up administration functions, in accordance with the terms of the Back-Up Administration Agreement;
  - (c) SFM undertaking the back-up administrator facilitation and back-up cash management facilitation functions in accordance with the terms of the Back-Up Administration Agreement, the Back-Up Cash Management Agreement, the Replacement Administration Agreement, the Replacement Cash Management Agreement and the Amended and Restated Administration Agreement and the provision in the Payments Priorities for SFM's fees, costs and expenses for acting in such roles;
  - (d) the performance of determinations and reconciliations by the Back-Up Cash Manager should it become the replacement Cash Manager;
  - (e) the payment of the Back-Up Administration Fee (should the Co-operative Bank fail to pay the same on the immediately preceding Back-Up Administration Fee Payment Date);
  - (f) the payment of the Back-Up Cash Management Fee (should the Co-operative Bank fail to pay the same on the immediately preceding Back-Up Cash Manager Fee Payment Date);
  - (g) the Back-Up Cash Manager assuming the obligations and liabilities of the Administrator under the Co-op GIC Agreement and the BNYM Deposit Agreement from the Back-Up Cash Manager Replacement Date and the Administrator ceasing to be a party to the Co-op GIC Agreement and the BNYM Deposit Agreement from the Back-Up Cash Manager Replacement Date;
  - (h) the entry into a Corporate Services Agreement and provision in the Payments Priorities for the fees and costs of the Corporate Services Provider;
  - (i) the entry into a Deed of Amendment in respect of the Mortgage Sale Agreement to amend a perfection event in order to ensure that perfection will take place upon a transfer of the servicing away from PFL;
  - (j) the provision in the Payments Priorities for the Back-Up Cash Manager's and the Back-Up Administrator's relevant fees, costs and expenses upon their invocation in their respective replacement roles ;
  - (k) the entry into amendments to the Transaction Documents requiring the Trustee to agree (subject to certain conditions) to any modifications to the Conditions of the Notes and/or the Transaction Documents which are necessary for the Issuer and/or any Swap Counterparty to comply with EMIR and/or Dodd Frank;

- (l) the amendment to the definition of Authorised Investments in the Master Definitions and Framework Schedule to allow the Issuer to invest in Authorised Investments which have a maturity date not later than the earlier of 100 days from the date such Authorised Investment is entered into and the Interest Payment Date following the date of such investment;
  - (m) the accession of the Back-Up Cash Manager, the Back-Up Administrator, the Back-Up Cash Management Facilitator, the Back-Up Administrator Facilitator and the Corporate Services Provider as Secured Creditors; and
  - (n) all consequential amendments relating to paragraphs (a) to (m) above,
- (together, the Noteholder Proposal).

3. sanctions and assents to every abrogation, modification, compromise of or arrangement in respect of the rights of the Class [A2 / M / B / C / D] Noteholders appertaining to the Class [A2 / M / B / C / D] Notes against the Issuer, whether or not such rights arise under the Trust Deed, involved in or resulting from or to be effected by, the modifications referred to in paragraphs (1) and (2) of this Extraordinary Resolution and their implementation;
4. authorises, directs, requests and empowers the Trustee to (a) concur in the modifications referred to in paragraphs (1) and (2) of this Extraordinary Resolution and, in order to give effect to and to implement the same, forthwith to execute the Second Supplemental Trust Deed substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Third Supplemental Deed of Charge substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Amended and Restated Administration Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Back-Up Administration Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Back-Up Cash Management Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Replacement Administration Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Replacement Cash Management Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Amended and Restated Co-op GIC Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Amended and Restated BNYM Deposit Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Deed of Amendment in respect of the Mortgage Sale Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof, the Corporate Services Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof and the Amended and Restated Master Framework Agreement substantially in the form of the draft produced to the Meeting and for the purpose of identification signed by the Chairman thereof (in each case with such consequential amendments as may be requested in writing by the Issuer and approved by the Trustee in its sole discretion) and (b) concur in, and to execute and do, all such other deeds, instruments, acts and things as may be necessary or appropriate to carry out and give effect to this Extraordinary Resolution and the implementation of the modifications referred to in and the entry into of the new Transaction Documents as aforesaid to give effect to and implement paragraphs (1) and (2) of this Extraordinary Resolution;
5. sanctions every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer, whether or not such rights arise under the Trust Deed, involved in or resulting from or to be effected by the modifications referred to in and the

entry into of the new Transaction Documents referred to in paragraph (4) to give effect to and implement paragraphs (1) and (2) of this Extraordinary Resolution;

6. waives any and all requirements, restrictions or conditions precedent set forth in the Transaction Documents on any person in respect of implementation of the modifications referred to in and the entry into of the new Transaction Documents referred to in paragraph (4) to give effect to and implement paragraphs (1) and (2) of this Extraordinary Resolution;
7. discharges and exonerates the Trustee from all responsibility and liability for which it may have become or may become responsible under the Trust Deed, the Class [A2 / M / B / C / D] Notes or any of the Transaction Documents or any other document related hereto in respect of any act or omission in connection with this Extraordinary Resolution, the Noteholder Proposal, the Consent Solicitation Memorandum, the Noteholder Proposal, the Amendment Documents and/or the above mentioned documents and/or the Notice convening this Meeting; and
8. agrees that capitalised terms in this document which are not defined herein shall have the meanings given to them in the Consent Solicitation Memorandum dated 5 December 2013 and/or the Trust Deed (including the Conditions) (copies of which are available on display as referred to in the Notice of Existing Noteholder Meetings)."

## NOTEHOLDER PROPOSAL

The Issuer has convened the Meetings of each Class of the Existing Noteholders by the above notice to request that each Class of the Existing Noteholders consider and agree by Extraordinary Resolution to the matters contained in the Extraordinary Resolution set out above.

The Noteholder Proposal is being put to each Class of Existing Noteholders for the reasons set out in the Consent Solicitation Memorandum.

Please note that the Amendment Documents have been reviewed by the Rating Agencies. Moody's is expected to publish a press release shortly after the date of this Notice confirming that entry into of the Amendment Documents and the implementation of (among other things) the modifications pursuant thereto should have a positive impact on its ratings of the Notes and may result in the confirmation of its ratings of the Notes, although Moody's has only addressed the mitigation of operational risk associated with the Noteholder Proposal and before taking any positive action Moody's will need to assess other risk factors in the Securitisation which may impact on its ratings of the Notes including exposure to swap counterparties to reflect Moody's updated "*Approach to Assessing Swap Counterparties in Structured Finance Cash Flow Transactions*", published in November 2013. Fitch is expected to confirm, in writing by way of a ratings letter (subject to the execution of the Amendment Documents), the entry into of the Amendment Documents and the implementation of (among other things) the modifications pursuant thereto will not result in a withdrawal or downgrade on any of the ratings of the Notes or change of the outlooks assigned by Fitch to the Notes. A draft of the Fitch ratings letter will be sent to the Trustee, with such ratings letter to be issued by Fitch subject to the execution of the Amendment Documents. Should any Rating Agency provide notice prior to the execution of the Amendment Documents that such Rating Agency may take adverse rating action in relation to the Notes even if the proposed amendments pursuant thereto are implemented, then the Amendment Documents may not be executed. The Issuer shall notify Existing Noteholders if that happens.

Existing Noteholders are referred to the Consent Solicitation Memorandum which provides further background to, the full reasons for, and further implications of, the Noteholder Proposal.



## GENERAL INFORMATION

The attention of Existing Noteholders is particularly drawn to the quorum required for the Meetings and for an adjourned Meetings which is set out in paragraph C of Voting and Quorum below.

Copies of the Trust Deed (including the Conditions), the draft Second Supplemental Trust Deed, the draft Third Supplemental Deed of Charge, the draft Amended and Restated Administration Agreement, the draft Deed of Amendment to the Mortgage Sale Agreement, the draft Amended and Restated Co-op GIC Agreement, the draft Amended and Restated BNYM Deposit Agreement, the draft Corporate Services Agreement, the draft Back-Up Cash Management Agreement, the draft Back-Up Administration Agreement, the draft Replacement Administration Agreement, the draft Replacement Cash Management Agreement and the draft Amended and Restated Master Framework Agreement referred to in the Extraordinary Resolution set out above and of certain other relevant documents will be available for inspection by Existing Noteholders at the specified office of the Principal Paying Agent set out below prior to the Meetings (and any adjourned such Meetings) and at the offices of Allen & Overy LLP referred to in this Notice for at least 15 minutes before and during the Meetings (and any adjourned such Meetings) or by electronic transmission upon request to the Tabulation Agent and confirmation from the recipient that it (i) is an Existing Noteholder or a Beneficial Owner of the Existing Notes, (ii) is not a person to or from whom it is unlawful to send the draft Amendment Documents under applicable laws and regulations, (iii) consents to delivery of the draft Amendment Documents by electronic transmission, (iv) acknowledges that the draft Amendment Documents are confidential and agrees not to distribute or disclose them, to any other persons and (v) has understood the preceding terms on which the draft Amendment Documents will be made available to it by electronic transmission.

Copies of any amended drafts of the Documents will be available for inspection by Existing Noteholders at the specified office of the Principal Paying Agent prior to the Meetings (and any adjourned such Meetings) and at the offices of Allen & Overy LLP referred to in this Notice for at least 15 minutes before and during the Meetings (and any adjourned such Meetings) or by electronic transmission upon request to the Tabulation Agent and confirmation from the recipient that it (i) is an Existing Noteholder or a Beneficial Owner of the Existing Notes, (ii) is not a person to or from whom it is unlawful to send the draft Amendment Documents under applicable laws and regulations, (iii) consents to delivery of the draft Amendment Documents by electronic transmission, (iv) acknowledges that the draft Amendment Documents are confidential and agrees not to distribute or disclose them, to any other persons and (v) has understood the preceding terms on which the draft Amendment Documents will be made available to it by electronic transmission.

## VOTING AND QUORUM

**IMPORTANT:** The Existing Notes are currently in fully-registered global form. The registered global notes are either (i) held by, and registered in the name of HSBC Issuer Services Common Depositary Nominee (UK) Limited as nominee for, a common depositary for Euroclear Bank S.A./N.V. (Euroclear) and Clearstream Banking, société anonyme (Clearstream, Luxembourg) or (ii) held by a custodian for, and registered in the name of Cede & Co. as nominee for, The Depository Trust Company (DTC, together with Euroclear and Clearstream, Luxembourg, the Clearing Systems and each a Clearing System).

The provisions governing the convening and holding of the Meetings are set out in Schedule 3 to the Trust Deed, a copy of which is available for inspection as referred to above. The voting procedures for the Meetings are different depending on whether the Existing Notes are held through Euroclear and Clearstream, Luxembourg or DTC. The two procedures are described below.

A. For Existing Notes held through Euroclear or Clearstream, Luxembourg:

*This section A only applies to Existing Notes held through Euroclear or Clearstream, Luxembourg.*

The provisions governing the convening and holding of a Meeting are set out in the Schedule 3 to the Trust Deed, a copy of which is available for inspection by the Existing Noteholders during normal business hours at the specified office of the Principal Paying Agent set out below.

An Existing Noteholder wishing to attend a Meeting (or an adjourned Meeting) in person must produce at such Meeting (or such adjourned Meeting) a valid Voting Certificate issued by the Principal Paying Agent relating to the Existing Notes in respect of which he wishes to vote.

An Existing Noteholder not wishing to attend and vote at a Meeting (or an adjourned Meeting) in person may submit an Electronic Voting Instruction (by giving his voting instructions to Clearstream, Luxembourg and/or Euroclear) instructing the Principal Paying Agent to appoint the Tabulation Agent as its proxy to attend and vote at such Meeting (or such adjourned Meeting) in accordance with its instructions.

An Existing Noteholder must request Clearstream, Luxembourg and/or Euroclear to block the Reg S Existing Notes in its own account and to hold the same to the order or under the control of the Principal Paying Agent not later than 48 hours before the time appointed for holding the Meeting (or an adjourned Meeting) in order to obtain Voting Certificate or submit an Electronic Voting Instruction in respect of such Meeting (or such adjourned Meeting). Reg S Existing Notes so blocked will not be released until the earlier of:

- (a) the conclusion of the Meeting (or, if applicable, any adjournment of such Meeting); and
- (b)
  - (i) in respect of (a) Voting Certificate(s), the surrender to the Principal Paying Agent of such Voting Certificate(s) and notification by the Principal Paying Agent to the relevant Clearing System of such surrender or the compliance in such other manner with the rules of Clearstream, Luxembourg and/or Euroclear; or
  - (ii) in respect of Electronic Voting Instructions, not less than 48 hours before the time for which the Meetings (or, if applicable, any adjournment of such Meetings) is convened, the notification in writing of any revocation of an Existing Noteholder's previous instructions to the Principal Paying Agent at least 48 hours before the time appointed for holding the Meetings and such Existing Notes ceasing in accordance with the procedures of Clearstream, Luxembourg and/or Euroclear and with the agreement of the Principal Paying Agent to be held to its order or under its control.

Rule 144A Existing Notes will not be blocked by Clearstream, Luxembourg and/or Euroclear. Existing Noteholders holding Rule 144A Existing Notes will be permitted to vote on the condition they have

acknowledged, represented, warranted or undertaken the provisions of Section 7(A)(2) herein. The release of such vote shall be in accordance with (a) and (b) above.

B. For Existing Notes held through DTC:

*This section B only applies to Rule 144A Existing Notes held through DTC.*

For the purposes of Rule 144A Existing Notes held through DTC, each direct participant in DTC holding a principal amount of the Rule 144A Existing Notes, as reflected in the records of DTC, as at 5:00pm in New York on 4 December 2013 (the Record Date) will be considered to be a Class A Noteholder upon DTC granting an omnibus proxy authorising DTC direct participants to vote at the relevant Meeting.

The Record Date has been fixed as the date for the determination of an Rule 144A Existing Noteholder entitled to vote at the Meetings. The delivery of a Form of Proxy, as defined and described below, will not affect an Rule 144A Existing Noteholder's right to sell or transfer any Rule 144A Existing Notes, and a sale or transfer of any Rule 144A Existing Notes after the Record Date will not have the effect of revoking any Form of Proxy properly delivered by an Rule 144A Existing Noteholder. Therefore, each properly delivered Form of Proxy will remain valid notwithstanding any sale or transfer of any Rule 144A Existing Notes to which such Form of Proxy relates.

A DTC direct participant, duly authorised by an omnibus proxy from DTC, may, by an instrument in writing in the English language (a Form of Proxy) in the form available from the office of the U.S. Registrar specified below duly executed by such DTC direct participant and delivered to the specified office of the U.S. Registrar no later than 48 hours before the time fixed for the relevant Meeting, appoint any person (a proxy) to act on his or its behalf in connection with any Meeting and any adjourned such Meeting.

A proxy so appointed shall so long as such appointment remains in force be deemed, for all purposes in connection with the relevant Meeting (or any adjourned such Meeting) to be the holder of the Rule 144A Existing Notes to which such appointment relates and the relevant Rule 144A Existing Noteholder shall be deemed for such purposes not to be the holder.

Only DTC direct participants or their duly designated proxies may complete and deliver a Form of Proxy. A beneficial owner of an interest in Rule 144A Existing Notes held through a DTC direct participant must direct such DTC direct participant to deliver a Form of Proxy on its behalf or obtain a properly completed irrevocable proxy that authorises it or someone else acting on its behalf to deliver a Form of Proxy.

Any DTC direct participant (or its duly designated proxy) who intends to deliver one or more properly completed Forms of Proxy should deliver the same by registered mail, hand delivery, overnight courier or by e-mail or facsimile (with an original delivered subsequently) to the Tabulation Agent at its address, e-mail address or facsimile number set forth below. Such Forms of Proxy must be received by the U.S. Registrar no later than 48 hours before the time fixed for the relevant Meeting.

The ownership of Rule 144A Existing Notes held through DTC by DTC direct participants shall be established by a DTC security position listing provided by DTC as of the Record Date.

C. General provisions relating to the Meetings:

1. The quorum at the Meetings for passing an Extraordinary Resolution shall (subject as provided below) be two or more persons present holding Existing Notes of the relevant Class or Voting Certificates or being proxies in respect thereof and holding or representing in the aggregate not less than 75 per cent. of the aggregate Sterling Principal Amount Outstanding of the Existing Notes of the relevant Class for the time being outstanding. If, within fifteen minutes after the time fixed for a Meeting, a quorum is not present at the Meeting, the Meeting shall be adjourned for such period (which shall be not less than 14 clear days and not more than 42 clear days) and to such place as the Chairman determines (with the approval of the Trustee) provided that no meeting may be adjourned

more than once for want of quorum. The Extraordinary Resolution will be considered at an adjourned Meeting (notice of which will be given to the Existing Noteholders). The quorum at such an adjourned Meeting will be two or more persons present holding Existing Notes of the relevant Class or Voting Certificates or being proxies in respect thereof and holding or representing not less than 25 per cent of the aggregate principal amount of the outstanding Existing Notes of the relevant Class actually present at the Meeting and shall have the power to pass the Extraordinary Resolution.

2. Every question submitted to the Meetings (or any adjournment of such Meeting) will be decided in the first instance on a show of hands unless a poll is duly demanded by the Chairman of the Meeting, the Issuer, the Trustee or by any person present being a proxy representing or holding not less than 2 per cent. of the aggregate Sterling Principal Amount Outstanding of the outstanding Existing Notes of the relevant Class. On a show of hands every person who is present in person and is a proxy shall have one vote. On a poll every person who is so present in person and is a proxy shall have one vote in respect of: (i) in the case of the Class A2a Notes, the Class Ma Notes, the Class Ba Notes, the Class Ca Notes and the Class Da Notes, one vote in respect of each £100,000 of the initial Principal Amount Outstanding represented or held by him, (ii) in the case of the Class A2b Notes one vote in respect of each U.S.\$100,000 of the initial Principal Amount Outstanding represented or held by him and (iii) in the case of Class A2c Notes, the Class Mc Notes, the Class Bc Notes, the Class Cc Notes, the Class Cc Notes and the Class Dc Notes one vote in respect of each €100,000 of the initial Principal Amount Outstanding represented or held by him.
3. To be passed, the Extraordinary Resolution requires a majority in favour consisting of not less than 75 per cent. of the votes cast on such Extraordinary Resolution. If passed by each Class of the Existing Noteholders, each Extraordinary Resolution will be binding upon all the Existing Noteholders whether or not present at the relevant Meeting (or any adjournment of such Meeting) and whether or not voting.

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This Notice is given by:  
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Dated 5 December 2013.

Existing Noteholders whose Existing Notes are held by Euroclear or Clearstream, Luxembourg should contact the Tabulation Agent for further information:

Lucid Issuer Services Limited, Leroy House, 436 Essex Road, London N1 3QP, United Kingdom, Attention: Paul Kamminga/Victor Parzyiagla, Tel: +44 20 7704 0880, Fax: +44 20 7067 9098, Email: leek@lucid-is.com.

Existing Noteholders whose Existing Notes are held by DTC should contact the Tabulation Agent for further information:

HSBC Bank USA, National Association, 452 Fifth Avenue, New York, NY 10018-2706, Attention: Fernando Acebedo, Tel: +1 212 525 1309, Fax: +1 212 525 1300, Email: US.CTLA.Structured.Unit@us.hsbc.com.