

**THIS NOTICE CONTAINS IMPORTANT INFORMATION OF INTEREST TO THE BENEFICIAL OWNERS OF THE NOTES. IF APPLICABLE, ALL DEPOSITARIES, CUSTODIANS AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO PASS THIS NOTICE TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER**

**If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other financial adviser authorised under the Act on Financial Supervision (*Wet op het financieel toezicht*) (if you are in the Netherlands), or from another appropriately authorised independent financial adviser.**

**If you have recently sold or otherwise transferred your entire holding(s) of Notes referred to below, you should immediately forward this document to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.**

**NOTICE OF A MEETING  
of the holders of the**

Euro 1,164,950,000 Senior Class A Mortgage-Backed Notes 2008 due 2040 with ISIN XS0392368345 (the **Class A Notes**), Euro 101,300,000 Mezzanine Class B Mortgage-Backed Notes 2008 due 2040 with ISIN XS0392370671 (the **Class B Notes**), Euro 12,700,000 Subordinated Class C Notes 2008 due 2040 with ISIN XS0392373006 (the **Class C Notes**), (the **Noteholders** and Class A Notes, Class B Notes and Class C Notes collectively the **Notes**, respectively) (the **Noteholders** and the **Notes**, respectively)  
of Candide Financing 2008-2 B.V. (the **Issuer**)

**NOTICE IS HEREBY GIVEN** that by way of this single notice both the Meetings (as defined below) as well as the Adjourned Meetings (as defined below) of the holders of the Notes are convened by the Issuer for the purpose of considering and, if thought fit, passing the extraordinary resolution set out below (the **Extraordinary Resolution**) in accordance with the provisions of the trust deed dated 9th October 2008 (the **Trust Deed**) made between the Issuer, Stichting Candide Financing Holding (**Stichting Holding**) and Stichting Security Trustee Candide Financing 2008-2 (the **Security Trustee**) and constituting the Notes.

The Meeting of Class A Notes, Class B Notes and Class C Notes will be held at the offices of Amsterdamsch Trustee's Kantoor N.V., on 27 June 2011 at 1:30 pm, 2:00 pm and 2:30 pm respectively Amsterdam time (the **Meetings**). If a quorum is not present within 15 minutes (or such longer period not exceeding 30 minutes as the chairman of the Meetings may decide) from that time, such Meetings shall be adjourned in accordance with the provisions for meetings of noteholders as set out in Schedule 1 (*Provisions for Meetings of Noteholders*) to the Trust Deed (the **Provisions for Meetings of Noteholders**). If the Meetings are adjourned, adjourned meetings of Class A Notes, Class B Notes and Class C Notes will be held at the offices of Amsterdamsch Trustee's Kantoor N.V. on 5 July 2011 at 1:30 pm, 2:00 pm and 2:30 pm respectively (Amsterdam time) (the **Adjourned Meetings**).

Capitalised terms used in this Notice shall, except where the context otherwise requires or save where otherwise defined herein, bear the meanings ascribed to them in the Master Definitions Agreement (as defined below).

**AVAILABLE DOCUMENTS**

Copies of documents set out in Annex 3 hereto will be available for inspection at the office of the Security Trustee and will be sent to you by email upon request.

This notice is given by the Security Trustee on 7 June 2011.

This information may be supplemented from time to time. This Notice should be read in conjunction with such information.

## **BACKGROUND TO AND REASONS FOR THE MEETING**

The period during which the Notes can be optionally redeemed as stated in Article 6(h) of the terms and conditions as attached in Schedule 5 to the Trust Deed (the **Terms and Conditions**) ends on the Quarterly Payment Date falling on 22 October 2011. To ensure that the Notes may be redeemed after this date it is proposed, at the request of the Originator, to extend the period during which the Notes can be optionally redeemed by entering into a supplemental trust deed between the Issuer, Stichting Holding and the Security Trustee (the **Supplemental Trust Deed**).

It is proposed to amend the Liquidity Facility Requisite Rating as defined in the Master Definitions Agreement to reflect certain revised counterparty criteria published by Standard & Poor's Financial Services LLC (**S&P**) on 6 December 2010 (as amended and partially superseded on 13 January 2011), by entering into a amended and restated master definitions agreement between Bank of Scotland plc, Bank of Scotland plc, Amsterdam Branch, the Issuer, Stichting Holding, the Security Trustee, ATC Management B.V., Amsterdamsch Trustee's Kantoor B.V., ATC Financial Services B.V., The Royal Bank of Scotland N.V., DBV Levensverzekeringsmaatschappij N.V. (now SRLEV N.V.) and Allianz Nederland Levensverzekering N.V. (the **Amended and Restated Master Definitions Agreement**).

### **Modifications to the Trust Deed**

The Issuer has issued the Notes under the Trust Deed dated 9 October 2008 between the Issuer, Stichting Holding and the Security Trustee.

It is proposed to amend the Trust Deed by entering into the Supplemental Trust Deed in order to extend the period during which the Notes can be optionally redeemed.

### **Modifications to the Master Definitions Agreement**

On 8 October 2008 Bank of Scotland plc, Bank of Scotland plc, Amsterdam Branch, the Issuer, Stichting Holding, the Security Trustee, ATC Management B.V., Amsterdamsch Trustee's Kantoor B.V., ATC Financial Services B.V., ABN Citibank N.A., London Branch, DBV Levensverzekeringsmaatschappij N.V. (now SRLEV N.V.) and Allianz Nederland Levensverzekering N.V. entered into the master definitions agreement (the **Master Definitions Agreement**) in relation to the Transaction.

It is proposed to amend the definition of the Liquidity Facility Requisite Rating by entering into the Amended and Restated Master Definitions Agreement to reflect the revised rating criteria of S&P.

**A detailed description of proposed modifications to documentation is set out under "Documentation To Be Entered Into In Connection With The Extraordinary Resolution", below. A timetable is set out in Annex 2 hereto.**

### **Further Information**

Noteholders that wish to obtain further information relating to the Proposed Amendments are kindly requested to contact Lloyds TSB Bank PLC directly:

Lloyds Bank Corporate Markets

10 Gresham Street

London EC2V 7AE

Telephone number: Bob Paterson: +44 (0)20 7158 2110

Eliz Safa: +44 (0)20 7158 2036

Email: [structuredlm@lloydsbanking.com](mailto:structuredlm@lloydsbanking.com)

## **DOCUMENTATION TO BE ENTERED INTO IN CONNECTION WITH THE EXTRAORDINARY RESOLUTION**

Subject to the passing of the Extraordinary Resolution set out below and the passing of identical Extraordinary Resolutions (*mutatis mutandis*) by the holders of the Euro 1,163,950,000 Senior Class A Mortgage-Backed Notes 2008 due 2040 (the **Senior Class A Notes**), the Euro 101,300,000 Mezzanine Class B Mortgage-Backed Notes 2008 due 2040 (the **Mezzanine Class B Notes**), the Euro 12,700,000 Subordinated Class C Notes 2008 due 2040 (the **Subordinated Class C Notes** together with the Senior Class A Notes and the Mezzanine Class B Notes, the **Notes**), the Issuer, Stichting Holding and the Security Trustee shall enter into the Supplemental Trust Deed and Bank of Scotland plc, Bank of Scotland plc, Amsterdam Branch, the Issuer, Stichting Holding, the Security Trustee, ATC Management B.V., Amsterdamsch Trustee's Kantoor B.V., ATC Financial Services B.V., Citibank N.A., London Branch, DBV Levensverzekeringsmaatschappij N.V. (now SRLEV N.V.) and Allianz Nederland Levensverzekering N.V. shall enter into the Amended and Restated Master Definitions Agreement (the **Amendment Documents**). In order to implement the amendments described in this Notice and more particularly in the copies of the documents set out above and available for inspection at the office of the Security Trustee and will be sent to you by email upon request (the **Proposed Amendments**).

### **SUPPLEMENTAL TRUST DEED**

It is proposed to amend the Trust Deed by entering into the Supplemental Trust Deed in order to extend the period during which the Notes can be optionally redeemed as stated in Article 6(h) of the Terms and Conditions.

Article 6(h) of the Terms and Conditions will be amended to read as follows: "The Issuer may, at its option, on giving not more than sixty (60) nor less than thirty (30) days written notice to the Security Trustee and the Noteholders in accordance with Condition 13, on each Quarterly Payment Date until Final Maturity Date (each an Optional Redemption Date) redeem all (but not some only) of the Notes, at their Principal Amount Outstanding plus accrued but unpaid interest thereon, after payment of the amounts to be paid in priority to the Notes in accordance with the Priority of Payments".

### **AMENDED AND RESTATED MASTER DEFINITIONS AGREEMENT**

It is proposed to amend the definition of the Liquidity Facility Requisite Rating by entering into the Amended and Restated Master Definitions Agreement to reflect the revised rating criteria of the S&P.

The Liquidity Facility Requisite Rating will be amended to read as follows: "Liquidity Facility Requisite Rating means (i) a short-term, secured, unsubordinated and unguaranteed debt obligation rating of at least F1 by Fitch; (ii) a short-term, secured, unsubordinated and unguaranteed debt obligation rating of at least P-1 by Moody's; or (iii) a long-term, unsecured, unsubordinated and unguaranteed debt obligation of at least A by S&P (or in the absence of a short-term, unsecured, unsubordinated and unguaranteed debt obligation rating of at least A-1 by S&P, A+)".

### **GENERAL INFORMATION**

**The Security Trustee have not been involved in formulating the Proposed Amendments and, in accordance with normal practice, the Security Trustee nor the Issuer expresses any view on the merits of the Extraordinary Resolution or the Proposed Amendments or their implementation. Nothing in this notice should be construed as a recommendation to Noteholders from the Security Trustee or the Issuer to vote in favour of or against the Extraordinary Resolution. Noteholders should take their own independent financial and legal advice on the merits and the consequences of voting in respect of the Extraordinary Resolution, including any tax consequences.**

**The attention of Noteholders is drawn, in particular, to the quorum required for the Meeting and for the Adjourned Meeting which is set out in paragraphs 1 and 2 of "Voting and Quorum" below. Having regard to such requirements, Noteholders are strongly urged either to attend the Meeting or to take steps to be represented at the Meeting, as referred to below, as soon as possible.**

**Noteholders should also note that, the Extraordinary Resolution may be passed by the requisite majority of holders of each of the classes of Notes as set out in "Voting and Quorum" below.**

**This notice is issued pursuant to the provisions of the Notes and the Trust Deed.**

The Extraordinary Resolution is in the following terms:

## EXTRAORDINARY RESOLUTION

"THAT this Meeting of the holders of the Euro 1,163,950,000 Senior Class A Mortgage-Backed Notes 2008 due 2040 (the **Senior Class A Notes**), the Euro 101,300,000 Mezzanine Class B Mortgage-Backed Notes 2008 due 2040 (the **Mezzanine Class B Notes**), the Euro 12,700,000 Subordinated Class C Notes 2008 due 2040 (the **Subordinated Class C Notes** together with the Senior Class A Notes and the Mezzanine Class B Notes, the **Notes**), of Candide Financing 2008-2 B.V. (the **Issuer**), constituted by a trust deed dated 9th October 2008 (the **Trust Deed**) made between the Issuer, Stichting Candide Financing Holding (**Stichting Holding**) and Stichting Security Trustee Candide Financing 2008-2 (the **Security Trustee**) Notes for the holders of the Notes (the **Noteholders**) HEREBY RESOLVES as an Extraordinary Resolution (as defined in the Trust Deed):

- (a) that each of the Issuer, Security Trustee and each other party thereto or referred to therein is hereby authorised and instructed to:
  - (i) implement the proposed changes set out in the Notice convening this Meeting;
  - (ii) enter into an amended and restated master definitions agreement between Bank of Scotland plc, Bank of Scotland plc, Amsterdam Branch, the Issuer, Stichting Holding, the Security Trustee, ATC Management B.V., Amsterdamsch Trustee's Kantoor B.V., ATC Financial Services B.V., Citibank N.A., London Branch, DBV Levensverzekeringsmaatschappij N.V. (now SRLEV N.V.) and Allianz Nederland Levensverzekering N.V. (a copy thereof is available upon request to the Security Trustee) (the **Amended and Restated Master Definitions Agreement**) and enter into a the supplemental trust deed between the Issuer, Stichting Holding and the Security Trustee (the Supplemental Trust Deed together with the Amended and Restated Master Definitions Agreement, the **Amendment Documents**); and
  - (iii) concur in, and execute and do, all such other deeds, instruments, acts and things and take such steps as may be necessary and desirable to carry out and give effect to the Amendment Documents, the Notice convening this Meeting and this Extraordinary Resolution,

in the case of the Amendment Documents in substantially the same form as the drafts produced to this Meeting and signed by the chairman of this Meeting for the purpose of identification, with such non-material amendments (if any) as may be requested by the Issuer and approved by the Security Trustee, in their sole discretion;
- (b) that the Issuer, the Security Trustee and each other party thereto is directed and authorised to comply with its obligations under the Amendment Documents;
- (c) that the Issuer, the Security Trustee are authorised and instructed to take all other actions and enter into such other agreements and give such authorisations and instructions to any person as they consider necessary or desirable in connection with the Amendment Documents and the transactions contemplated therein;
- (d) that the amendments in the Amendment Documents (in substantially the same form as the drafts produced at this Meeting) is authorised and approved and the Issuer, the Security Trustee and the other parties thereto are authorised and instructed, to the extent legally possible, to undertake the implementation of the Amendment Documents on and subject to the conditions set out therein;
- (e) to sanction 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 paragraphs (a) to (d) of this Extraordinary Resolution and their implementation;

- (f) to waive any and all requirements, restrictions or conditions precedent set forth in the Transaction Documents on any person, in respect of implementing the Amendment Documents and the proposal set out in the Notice convening this Meeting;
- (g) to discharge and exonerate each of the Issuer, from all liability for which it may have become or may become responsible under any Transaction Document in respect of any requirements, restrictions or conditions precedent set forth in the Transaction Documents in connection with the Amendment Documents or the proposed amendments set out in the Notice convening these Meetings or this Extraordinary Resolution or the implementation thereof;
- (h) to discharge and exonerate each of the Security Trustee and the Issuer from all liability for which it may have become or may become responsible under the Trust Deed or the Notes in respect of any act or omission in connection with the Amendment Documents or the proposed amendments set out in the Notice convening this Meeting or this Extraordinary Resolution or the implementation thereof; and
- (i) that this Extraordinary Resolution shall be in all respects conditional on the requisite majority of holders of each of the classes of Notes as set out above voting in favour of the Extraordinary Resolution in the same form (*mutatis mutandis*) to be proposed at the meeting of such holders convened by the Issuer on or around 22 June 2011 or at any adjournment thereof.

Capitalised terms in this Notice shall, except where the context otherwise requires or save where otherwise defined herein, bear the meanings ascribed to them in the prospectus dated 9 October 2008 (the **Prospectus**).

## VOTING AND QUORUM

The following is a summary of the arrangements which have been made for the purpose of Noteholders voting in respect of the Extraordinary Resolution to be proposed at the Meeting as set out above. These arrangements satisfy the requirements of the provisions contained in the Trust Deed relating to the meetings of Noteholders convened for the purpose of passing Extraordinary Resolutions. Full details of these arrangements are set out in Schedule 1 (*Provisions for Meetings of Noteholders*) to the Trust Deed. The voting procedures for the meetings are different depending on whether Notes are held through the Clearing Systems. The procedure is described below.

Copies of the Trust Deed are available for inspection by the Noteholders during normal business hours at the specified offices of the Security Trustee and the Issuer, on any weekday up to and including the date of the Meeting and at the Meeting, and will be sent to the Noteholders by email upon request.

All the Notes are represented by a Permanent Global Note are held by a common safekeeper for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking (**Clearstream, Luxembourg**) (the **Clearing Systems**).

For the purposes of the Meeting an accountholder with the Clearing Systems (an **Accountholder**) is treated as the holder of the relevant principal amount of Notes credited to his account.

1. An Accountholder wishing to attend and vote at the Meeting in person must produce at the Meeting a valid voting certificate or valid voting certificates issued by the Paying Agent relative to the Note(s) in respect of which he wishes to vote, which voting certificate(s) will be evidence that the bearer is the representative of the Accountholder.
2. If an Accountholder wishes to obtain a voting certificate from the Paying Agent, he must deposit his Note at least 48 hours before the time fixed for the Meeting with or to the order of the Paying Agent with a bank or other depository nominated by the Paying Agent for the purpose.
3. If an Accountholder wishes the votes attributable to his Note to be included in a block voting instruction, (a) he must deposit his Note at least 48 hours before the time fixed for the Meeting with or to the order of the Paying Agent with a bank or other depository nominated by the Paying Agent for the purpose and (b) he or a duly authorised person on his behalf must direct the Paying Agent how those votes are to be cast.
4. Each block voting instruction shall be deposited at the Paying Agent at least 24 hours before the time appointed for holding the Meeting and default the block voting instruction shall not be treated as valid unless the chairman of the Meeting decides otherwise before the Meeting proceeds to business. A notarially certified copy of each block voting instruction shall if required by the Security Trustee be produced by the proxy at the Meeting but the Security Trustee shall not be obliged to investigate or be concerned with the validity of the proxy appointed.
5. An Accountholder whose Note(s) are held at the Clearing Systems who wishes to obtain a voting certificate or give a voting instruction instructing the Paying Agent in respect of such Note(s) to appoint a proxy to attend and vote at the Meeting on his behalf should not less than 48 hours before the time appointed for the holding of the Meeting and within the relevant time limit specified by the relevant Clearing System, request the relevant Clearing System to block his Note(s) in his own account and hold the same to the order or under the control of the Paying Agent in respect of such Note(s). Unless an Accountholder explicitly appoints a third party, the Accountholder is deemed to have appointed the Paying Agent as its proxy.



6. An Accountholder whose Note(s) have been so blocked will thus be able to obtain a voting certificate from, or procure that a voting instruction is given in accordance with the procedures of, Euroclear and/or Clearstream, Luxembourg, to the Paying Agent. Notes so blocked will be released in accordance with the procedures of Euroclear and/or Clearstream, Luxembourg, as the case may be.

**General provisions relating to the Meetings:**

1. The quorum for the Meetings shall be one or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate not less than seventy-five per cent in principal amount of the Notes for the time being outstanding.
2. If a quorum is not present within 15 minutes (or such longer period not exceeding 30 minutes as the chairman may decide) from the time initially fixed for the Meetings, the Meetings will be adjourned in accordance with the provisions of the Trust Deed.
3. At the Adjourned Meetings, the quorum shall be one or more persons present holding Notes or voting certificates or being proxies and holding or representing in the aggregate not less than thirty three and one third per cent. in principal amount of the Notes for the time being outstanding.
4. At the Adjourned Meetings the Extraordinary Resolution is adopted with not less than a two-thirds majority of the validly cast votes regardless of the Principle Amount Outstanding of the Notes of the relevant Class then represented.
5. Each question submitted to the Meetings shall be decided in the first instance by a show of hands unless a poll is (before, or on the declaration of, the result of the show of hands) demanded by the chairman of the Meetings, the Issuer, the Security Trustee or any person voting at the Meetings.
6. On a show of hands every person who is present in person and who produces a Note or voting certificate or is a proxy shall have one vote. On a poll every person who is so present shall have one vote in respect of each €1 Principal Amount of Notes so produced or represented by the voting certificate so produced or in respect of which he is a proxy or representative. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.
7. To be passed, the Extraordinary Resolution requires a majority in favour consisting of not less than three-fourths of the persons voting at the Meetings or if a poll is duly demanded by a majority consisting of not less than three-fourths of the votes cast on such poll.
8. If passed, the Extraordinary Resolution will be binding on all the Noteholders, whether or not present at such Meeting and whether or not voting, and upon all the holders of the coupons relating to the Notes (save as provided in paragraph (i) of the Extraordinary Resolution).

## ANNEX 1

### CONTACT DETAILS

The Issuer:

**Candide Financing 2008-2 B.V.**

Frederik Roeskestraat 123

1076 EE Amsterdam

The Netherlands

Attn. : The Managing Director

Facsimile : +3120 5 77 11 88

Telephone : +3120 5 77 11 77

E-mail : securitisation@atccapitalmarkets.com

The Issuer Administrator:

**ATC Financial Services B.V.**

Frederik Roeskestraat 123

1076 EE Amsterdam

The Netherlands

Attn. : The Managing Director

Facsimile : +3120 5 77 11 88

Telephone : +3120 5 77 11 77

E-mail : securitisation@atccapitalmarkets.com

Fitch:

**Fitch Ratings Limited**

Eldon House

2 Eldon Street

London EC2M 7UA

United Kingdom

Attn : Structured Finance Department

Facsimile : +44 20 7417 6262

Telephone : +44 20 7417 4222

The GIC Provider

**The Royal Bank of Scotland N.V.**

Gustav Mahlerlaan 350

1082 ME Amsterdam

The Netherlands]

Attn. : Corporate Actions / 18.A.80

Facsimile : +31 20 464 1707

Telephone : +31 20 464 3707

The Paying Agent and the Reference Agent:

**Citibank N.A., London Branch**

Citigroup Centre

Canada Square, Canary Wharf

London E14 5LB

United Kingdom

Attn. Agency & Trust

E-mail: [ppaclaims@citi.com/rate.fixing@citi.com](mailto:ppaclaims@citi.com/rate.fixing@citi.com)

The Lead Manager:

**Bank of Scotland plc**

33 Old Broad Street

London EC2N 1HZ

United Kingdom

Attn. : General Counsel, Head of Legal, Bank of Scotland Treasury

Facsimile : +44 20 7 574 8133

Telephone : +44 20 7 574 8264

Moody's:

**Moody's Investors Services Limited**

2 Minster Court

Mincing Lane

London EC3R 7XB

United Kingdom

Attn. : Structured Finance Department

Facsimile : +44 207 772 5400

Telephone : +44 207 772 5355

The MPT Provider, the Liquidity Facility Provider and the Subordinated Loan Provider:

**Bank of Scotland, Amsterdam Branch**

De Entrée 254

1101 EE Amsterdam

The Netherlands

S&P:

**Standard & Poor's**

20 Canada Square

Canary Wharf

London E14 5LH

United Kingdom

Attn. : Structured Finance Department

Facsimile : +44 207 176 3598

Telephone : +44 207 176 3800

The Security Trustee:

**Stichting Security Trustee Candide Financing 2008-2**

Fred. Roeskestraat 123

1076 EE Amsterdam

The Netherlands

Attn. : The Managing Director  
Facsimile : +31 20 577 1188  
Telephone : +31 20 577 1177  
E-mail : securitisation@atccapitalmarkets.com

The Seller:

**Bank of Scotland, Amsterdam Branch**

De Entrée 254

1101 EE Amsterdam

The Netherlands

Attn. : Finance Director  
Facsimile : +31 20 563 2886

with a copy to:

Attn. : General Counsel, Head of Legal, Bank of Scotland Treasury  
Facsimile : +44 20 7 574 8133

Stichting Candide Financing Holding:

**Stichting Candide Financing Holding**

Frederik Roeskestraat 123

1076 EE Amsterdam

The Netherlands

Attn. : The Managing Director  
Facsimile : +31 20 577 11 88  
Telephone : +31 20 577 11 77  
E-mail : securitisation@atccapitalmarkets.com

## ANNEX 2

### TIMETABLE

- |  |  |
|--|--|
| <b>Monday, 6 June 2011</b>   | <ol style="list-style-type: none"><li>1. Notice of Noteholders' meeting delivered to Euroclear and Clearstream, Luxembourg.</li><li>2. Documents (as set out in Annex 3) to be available for collection or inspection, as indicated, at the specified offices of the Security Trustee and will be sent to you by email upon request.</li><li>3. From this date, Noteholders may arrange for Notes held by Clearstream, Luxembourg and/or Euroclear in their accounts to be blocked in such accounts and held to the order and under the control of the Paying Agent in order to obtain voting certificates or give voting instructions.</li></ol>  |
| <b>By 5.30 p.m.<br/>(Amsterdam time)<br/>on Thursday, 23 June 2011</b><br><i>(At least 48 hours<br/>before Meetings)</i> | <ol style="list-style-type: none"><li>4. Noteholders to have arranged for Notes to be so blocked and, where applicable, Clearstream, Luxembourg and/or Euroclear to have notified the Paying Agent that they hold relevant Notes to its order or under its control and Noteholders to have delivered duly completed voting instruction forms, or given voting instructions in accordance with the procedures of Clearstream, Luxembourg and/or Euroclear, to the Paying Agent.</li><li>5. Noteholders to have given notice to the Paying Agent (either directly or via the clearing systems) of any intended revocation of, or amendment to, voting instructions previously given by them.</li><li>6. Paying Agent to keep lodged block voting instructions.</li></ol> |
| <b>By 5.30 p.m.<br/>(Amsterdam time)<br/>on Friday, 24 June 2011</b><br><i>(Day before<br/>Meetings)</i>                 | <ol style="list-style-type: none"><li>7. Paying Agent to have notified the Issuer (or the Security Trustee) in writing of any revocation or amendment to any block voting instruction.</li><li>8. Paying Agent to have notified the Security Trustee with details of block voting instructions and voting certificates issued in connection with the Meetings.</li></ol>   |
| <b>At 1.30 p.m.<br/>(Amsterdam time)<br/>on Monday, 27 June 2011</b>   | <ol style="list-style-type: none"><li>9. <b>NOTEHOLDERS' MEETINGS HELD</b></li></ol>   |

**By 5.30 p.m.  
(Amsterdam time)  
on Monday, 27 June  
2011**

10. Issuer to have been notified by the Paying Agent if the Adjourned Meeting is necessary.

11. From this date, Noteholders may arrange for Notes held by Clearstream, Luxembourg and/or Euroclear in their accounts to be blocked in such accounts and held to the order and under the control of the Paying Agent in order to obtain voting certificates or give voting instructions.

**By 5.30 p.m.  
(Amsterdam time)  
on Friday, 1 July  
2011**

*(At least 48 hours  
before Adjourned  
Meetings)*

12. Noteholders to have arranged for Notes to be so blocked and, where applicable, Clearstream, Luxembourg and/or Euroclear to have notified the Paying Agent that they hold relevant Notes to its order or under its control and Noteholders to have delivered duly completed voting instruction forms, or given voting instructions in accordance with the procedures of Clearstream, Luxembourg and/or Euroclear, to the Paying Agent.

13. Noteholders to have given notice to the Paying Agent (either directly or via the clearing systems) of any intended revocation of, or amendment to, voting instructions previously given by them.

14. Paying Agent to keep lodged block voting instructions.

**By 5.30 p.m.  
(Amsterdam time)  
on Monday, 4 July  
2011**

*(Day before  
Adjourned Meetings)*

15. Paying Agent to have notified the Issuer (or the Security Trustee) in writing of any revocation or amendment to any block voting instruction.

16. Paying Agent to have notified the Security Trustee with details of block voting instructions and voting certificates issued in connection with the Meetings.

**At 1.30 p.m.  
(Amsterdam time)**

**on Tuesday, 5 July  
2011**

17. **ADJOURNED MEETINGS HELD**

### **ANNEX 3**

#### **AVAILABLE DOCUMENTS**

Copies of the following are available upon request to the Security Trustee:

- (a) this Notice;
- (b) the Prospectus;
- (c) the Trust Deed;
- (d) the Supplemental Trust Deed; and
- (e) the Amended and Restated Master Definitions Agreement.