

**THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF THE REGISTERED HOLDER AND IS BEING SENT TO THE HOLDERS (AS DEFINED BELOW) FOR INFORMATION PURPOSES ONLY. IF THE REGISTERED HOLDER OR HOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD SEEK THEIR OWN FINANCIAL ADVICE, INCLUDING AS TO ANY TAX CONSEQUENCES, IMMEDIATELY FROM THEIR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT AND DULY AUTHORISED FINANCIAL ADVISER.**

**THE INVITATION MADE BY ÖSTERREICHISCHE VOLKSBANKEN-AG, TO HOLDERS TO OFFER TO SELL THEIR PREFERRED SECURITIES (AND WHICH IS REFERRED TO IN THIS NOTICE) IS NOT BEING MADE AND WILL NOT BE MADE IN OR INTO THE UNITED STATES OR INTO ANY OTHER JURISDICTION WHERE TO DO SO WOULD CONTRAVENE ANY LAW OR REGULATION. THIS DOES NOT AFFECT THE RIGHT OF HOLDERS IN THE UNITED STATES OR SUCH OTHER JURISDICTIONS TO INSTRUCT THE REGISTERED HOLDER TO ATTEND AND VOTE AT (OR APPOINT A PROXY TO ATTEND AND VOTE AT) THE MEETING IN ACCORDANCE WITH THE PROVISIONS OF THE ARTICLES OF ASSOCIATION OF ÖVAG FINANCE (JERSEY) LIMITED.**

**NOTICE OF MEETING OF THE HOLDERS OF THE**

**€250,000,000 FIXED/FLOATING RATE NON-CUMULATIVE NON-VOTING PREFERRED SECURITIES (THE " PREFERRED SECURITIES")**

**ISSUED BY**

**ÖVAG FINANCE (JERSEY) LIMITED ("ÖVAG FINANCE")**

**TO BE CONVENED IN CONNECTION WITH THE INVITATION MADE BY ÖSTERREICHISCHE VOLKSBANKEN-AG ("ÖVAG")**

NOTICE IS HEREBY GIVEN that, pursuant to ÖVAG Finance's Articles of Association and the Support Agreement (as defined below), a meeting (the "**Meeting**") of the Holders (as defined below) convened by ÖVAG Finance will be held at Clifford Chance, 4 Place de Paris, B.P. 1147, L-1011 Luxembourg, Grand Duché de Luxembourg on 15 June 2012 at 12 noon, Central European Time, for the purpose of considering and, if thought fit, passing the following resolution (the "**Extraordinary Resolution**") which will be proposed as an extraordinary resolution (the "**Proposals**"), in accordance with the provisions of the Support Agreement and the Articles of Association of ÖVAG Finance.

The Preferred Securities are all registered in the name of the registered holder of the Preferred Securities ("**Registered Holder**"). The Registered Holder is, in respect of the Preferred Securities, the legal owner under Jersey law. The beneficial owners of the Preferred Securities are being sent this notice of meeting for information purposes only as such persons have no direct rights against ÖVAG Finance. A Holder exercises voting rights (including the voting rights at the Meeting) and all other rights attached to the Preferred Securities in which it has a beneficial interest through the Registered Holder. The Registered Holder votes or exercises other rights (including the voting rights at the Meeting) attached to the Preferred Securities by the Articles of Association of ÖVAG Finance or by the Companies (Jersey) Law 1991 in accordance with instructions given to it by Holders.

Unless the context otherwise requires, capitalised terms used in this notice shall bear the meanings given to them in the Supplemental Support Agreement and the Statement of Rights (each as defined below).

The text of the Extraordinary Resolution is as follows:

**EXTRAORDINARY RESOLUTION**

"THAT this meeting of the holders of the €250,000,000 Fixed/Floating Rate Non-cumulative Non-voting Preferred Securities of ÖVAG Finance (Jersey) Limited ("**ÖVAG Finance**") hereby:

- (a) assents to the following amendments to the support agreement in relation to the Preferred Securities entered into by Österreichische Volksbanken-AG ("**ÖVAG**") and ÖVAG Finance dated 22 September 2004 (the "**Support Agreement**"):
  - (i) the deletion of the definition of "Distributable Funds" in Clause 1 of the Support Agreement and its replacement with the following:

""**Distributable Funds**" of the Support Provider for any fiscal year is the balance sheet profit (*Bilanzgewinn*) as of the end of such fiscal year, as shown in the audited unconsolidated balance sheet of the Support Provider as of the end of such fiscal year. Such balance sheet profit includes the annual surplus or loss (*Jahresüberschuss/ Jahresfehlbetrag*), plus any profit carried forward from previous years, minus any loss carried forward from previous years, plus transfers from capital reserves and earnings reserves, minus allocations to earnings reserves, all as determined in accordance with the accounting principles generally accepted in Austria as set forth in the Austrian Commercial Code (*Handelsgesetzbuch*), the provisions of the Austrian Banking Act (*Bankwesengesetz*) and other applicable Austrian law then in effect.

In determining the availability of sufficient Distributable Funds of the Support Provider for any fiscal year to permit Dividends to be made with respect to the Preferred Securities during the succeeding fiscal year of the Support Provider, any Dividend already paid during the succeeding fiscal year of the Support Provider on the Preferred Securities and the Dividends or dividends already paid during the succeeding fiscal year of the Support Provider on Asset Parity Security, if any, on the basis of Distributable Funds for such fiscal year, will be deducted from such Distributable Funds."

- (ii) the deletion of Clause 3.2.1 of the Support Agreement in its entirety and its replacement with the following:

"[Deleted]"

For the avoidance of doubt, the wording to be deleted is as follows:

"In the event that any Dividend is not paid in full to the Holders, the Support Provider will not declare or pay any distribution or dividend and, where applicable, will procure that no distribution or dividend is declared or paid on any Bank Share Capital until such time as the Company shall have resumed the payment of, or set aside payment with respect to, full Dividends on all outstanding Preferred Securities for two consecutive following Dividend Periods; or";

- (iii) the deletion of Clause 3.2.2 of the Support Agreement in its entirety and its replacement with the following:

"[Deleted]"

For the avoidance of doubt, the wording to be deleted is as follows:

"In the event that any Dividend is not paid at all to the Holders, the Support Provider will not declare or pay any distribution or dividend and, where applicable, will procure that no distribution or dividend is declared or paid on any Dividend Parity Securities during the then fiscal year until such time as the Company shall have resumed the payment of, or set aside payment with respect to, full or pro rata payment of Dividends on all outstanding Preferred Securities."; and

- (iv) the deletion of Clause 3.3 of the Support Agreement in its entirety and its replacement with the following:

"[Deleted]"

For the avoidance of doubt, the wording to be deleted is as follows:

"The Support Provider also undertakes that any Dividend Parity Securities, Bank Share Capital and any other shares of the Support Provider ranking *pari passu* with or junior to the obligations of the Support Provider under this Support Agreement (whether issued directly by the Support Provider or by a Subsidiary and entitled to the benefit of any support agreement or guarantee ranking *pari passu* with or junior to this Support Agreement) will not be redeemed, repurchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any such shares) by the Support Provider or any Subsidiary of the Support Provider (except by conversion into or in exchange for shares of the Support Provider ranking junior to this Support Agreement), at any time whilst the

Company is unable to pay Dividends in full until such time as the Company shall have resumed the payment of, or set aside payment with respect to, full Dividends on all outstanding Preferred Securities for two consecutive Dividend Periods, unless such Dividend Parity Securities, Bank Share Capital or any such other shares of the Support Provider are redeemed, purchased or otherwise acquired (i) as a result of the trading of the Support Provider in such shares in its ordinary course of business as permitted by the ASCA, or (ii) in order to fulfil its obligations under the stock option or employee stock ownership schemes as permitted by the ASCA.";

- (b) assents to the deletion of the definition of "Distributable Funds" in Clause 1 of the statement of rights forming part of the Articles of Association of ÖVAG Finance as set out in the Offering Circular dated 20 September 2004 in relation to the Preferred Securities (the "**Statement of Rights**") and its replacement with the following:

""**Distributable Funds**" of the Parent for any fiscal year is the balance sheet profit (*Bilanzgewinn*) as of the end of such fiscal year, as shown in the audited unconsolidated balance sheet of the Parent as of the end of such fiscal year. Such balance sheet profit includes the annual surplus or loss (*Jahresüberschuss/ Jahresfehlbetrag*), plus any profit carried forward from previous years, minus any loss carried forward from previous years, plus transfers from capital reserves and earnings reserves, minus allocations to earnings reserves, all as determined in accordance with the accounting principles generally accepted in Austria as set forth in the Austrian Commercial Code (*Handelsgesetzbuch*), the provisions of the Austrian Banking Act (*Bankwesengesetz*) and other applicable Austrian law then in effect.

In determining the availability of sufficient Distributable Funds of the Parent for any fiscal year to permit Dividends to be made with respect to the Preferred Securities during the succeeding fiscal year of the Parent, any Dividend already paid during the succeeding fiscal year of the Parent on the Preferred Securities and the Dividends or dividends already paid during the succeeding fiscal year of the Parent on Asset Parity Security, if any, on the basis of Distributable Funds for such fiscal year, will be deducted from such Distributable Funds.";

- (c) authorises, directs, requests and empowers ÖVAG Finance and ÖVAG:
- (i) to concur in and execute, without further notice to the Holders, an agreement supplemental to the Support Agreement (the "**Supplemental Support Agreement**") to effect the modifications and amendments referred to in paragraph (a) of this Extraordinary Resolution substantially in the form of the draft produced to this meeting and signed by the chairman of the meeting for the purposes of identification; and
  - (ii) to concur in, approve, and execute and do all such deeds, instruments, acts and things that may be necessary, desirable or expedient in the opinion of ÖVAG and ÖVAG Finance to carry out and give effect to this Extraordinary Resolution and the implementation of the amendments and modifications referred to in paragraphs (a) and (b) above;
- (d) sanctions and approves every modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Registered Holder and the Holders necessary to give effect to this Extraordinary Resolution and assents to every modification, variation or abrogation of the Support Agreement involved in or inherent in or effected by the implementation of this Extraordinary Resolution; and
- (e) acknowledges that capitalised terms used in this Extraordinary Resolution have the same meanings as those defined in the Supplemental Support Agreement and the Statement of Rights, unless the context otherwise requires."

## **Background**

The Meeting is being convened, in accordance with the Articles of Association (as defined below) and the Companies (Jersey) Law 1991 and in accordance with the terms of the Support Agreement, to consider the Proposals and in connection with the Invitation (the "**Invitation**") to Holders to offer to sell their Preferred Securities to ÖVAG on the terms and subject to the conditions set out in the Invitation Memorandum dated 22 May 2012 (the "**Invitation Memorandum**").

At ÖVAG's annual general meeting on 26 April 2012, shareholders resolved to write-off 70 per cent. of the nominal value of ÖVAG's issued share capital and 70 per cent. of its issued participation capital. The write off equals an amount of €1,291 million on ÖVAG's share and participation capital following a loss (annual result after taxes) in the amount of €1,357 million for the year 2011 as recorded in ÖVAG's unconsolidated balance sheet as at 31 December 2011.

At the same time, shareholders resolved to increase ÖVAG's issued share capital by €484 million, of which €250 million was subscribed by the Republic of Austria and €234 million by the Austrian Volksbanken, who are ÖVAG's principal shareholders. The Republic of Austria has also granted a surety to protect certain assets of ÖVAG with a book value of €100 million from impairment (such surety arrangements and the subscription by the Republic of Austria of shares in ÖVAG being the "**Government Support Package**").

On 27 February 2012 ÖVAG and Investkredit Bank AG ("**Investkredit**") announced their intention to merge during the second half of 2012 (the "**Merger**"). ÖVAG will be the surviving legal entity following the Merger.

ÖVAG expects to announce on 29 May 2012 its unaudited consolidated financial results as at and for the three-month period ended 31 March 2012. Such announcement will be made available on ÖVAG's website.

As a consequence of the Merger and the Government Support Package and in the light of the changes to the capital requirements of banks that are expected to be introduced by the new EU capital requirements directive (and consequent regulations) in early 2013 ("**CRD4**"), ÖVAG has been reviewing its capital requirements. It has concluded that certain amendments to the terms and conditions of the Support Agreement and the Statement of Rights relating to the Preferred Securities would be in the interests of the merged business of ÖVAG and its stakeholders.

The Support Agreement and the Statement of Rights contain provisions which (in summary) restrict ÖVAG from (i) paying dividends on its ordinary shares (and certain other securities); (ii) paying any distribution or dividends on Dividend Parity Securities (as defined in the Support Agreement); and (iii) subject to certain exceptions, redeeming, purchasing or otherwise acquiring any Dividend Parity Securities or its ordinary shares (or certain other securities) in each case if any dividend on the Preferred Securities has not been paid to Holders, until ÖVAG Finance has resumed paying dividends on the Preferred Securities.

ÖVAG believes that, particularly in the light of the Government Support Package, such provisions are no longer appropriate and may restrict the flexibility of ÖVAG to deal with its future capital requirements in a manner which reflects its plans for the development of its business and the introduction of CRD4. Accordingly, ÖVAG is proposing that the terms and conditions of the Preferred Securities should be amended to remove the restrictions described in the previous paragraph. Such changes, if implemented, would mean that ÖVAG has greater discretion whether or not to make future dividend payments on its ordinary share capital or to pay dividends or interest on other junior securities or on its parity securities and to redeem or purchase any such securities, even if at the time it is not paying dividends on the Preferred Securities. The full text of the provisions which are proposed to be deleted from the Support Agreement and the Statement of Rights are set out in the Extraordinary Resolution.

As part of these proposals ÖVAG is offering Holders an opportunity to exit their investment at a premium to current market prices. The Preferred Securities have no maturity date and no dividend step-up or other similar economic incentive for redemption by ÖVAG Finance. Neither ÖVAG nor ÖVAG Finance has any present intention to redeem or purchase the Preferred Securities, save pursuant to the Invitation. Accordingly, there can be no assurance that Preferred Securities that are not acquired by ÖVAG pursuant to the Invitation will in the future be redeemed by ÖVAG finance or otherwise be repurchased by ÖVAG.

Dividends in respect of the Preferred Securities have been deferred on a non-cumulative basis since 2010. Pursuant to the existing terms of the Preferred Securities, future dividend payments in respect of any Preferred Securities that are not purchased as part of the Invitation will be dependent on, among other things, the future profitability and regulatory capital adequacy of ÖVAG.

ÖVAG has today made a substantially similar proposal (by way of a scheme of arrangement) to the holders of the outstanding EUR 50,000,000 subordinated non-cumulative limited recourse notes of Investkredit Funding Ltd which have the benefit of a support undertaking of Investkredit. When the Merger is implemented, the obligations of Investkredit under such support undertaking will, by operation of law, become obligations of ÖVAG.

### **Consent Payment and Ineligible Holder Amount**

ÖVAG will pay to each Holder from whom a valid Electronic Order or Consent Instruction (each as defined in the Invitation Memorandum) is received by the Tender and Consent Agent before the Expiration Time (and is not withdrawn before the Expiration Time or otherwise in the limited circumstances in which withdrawal is allowed), a Consent Payment on the Settlement Date, subject to satisfaction of the Consent Payment Conditions.

ÖVAG will also pay to each Holder from whom a valid Ineligible Holder Instruction (as defined in the Invitation Memorandum) is received by the Tender and Consent Agent before the Expiration Time (and is not withdrawn before the Expiration Time or otherwise in the limited circumstances in which withdrawal is allowed), an identical amount to the Consent Payment (the "**Ineligible Holder Amount**") on the Settlement Date, subject to satisfaction of the Consent Payment Conditions.

The Consent Payment and/or Ineligible Holder Amount will be paid as consideration for the Holders' approval of the Proposals. It is a term of the Proposals that Electronic Orders, Consent Instructions or Ineligible Holder Instructions received prior to the Expiration Time may be revoked at any time before the Expiration Time, but thereafter Electronic Orders, Consent Instructions or Ineligible Holder Instructions received prior to the Expiration Time shall be irrevocable, including for any adjourned meeting, except in limited circumstances (for more information, contact the Tender and Consent Agent or the Dealer Managers).

### **Documents Available for Inspection**

The Registered Holder and the Holders may, at any time during normal business hours on any weekday from the date hereof up to and including the day of the Meeting and at any adjourned Meeting (and, in each case, 15 minutes prior thereto), inspect copies of the documents listed below relating to the Preferred Securities at the specified offices of the Tender and Consent Agent and at the Meeting and at any adjourned Meeting (and, in each case, 15 minutes prior thereto). The specified office of the Tender and Consent Agent is set out at the end of this Notice.

The documents available for inspection are:

- the Support Agreement;
- the latest draft of the Supplemental Support Agreement referred to in the Extraordinary Resolution set out above;
- subject to the invitation and distribution restrictions, a copy of the Invitation Memorandum;
- a copy of the Offering Circular dated 20 September 2004 relating to the Preferred Securities; and
- the articles of association of ÖVAG Finance (the "**Articles of Association**").

### **Voting and Quorum**

- (a) The relevant provisions governing the convening and holding of the Meeting are set out in the Support Agreement and in the Articles of Association, a copy of each of which is available for inspection, as referred to above. Unless the context otherwise requires, words and expressions used in this section have the meanings ascribed to them in the Offering Circular dated 20 September 2004.
- (b) Holders who have sent either (i) Consent Instructions, or (ii) valid Electronic Orders, or (iii) Ineligible Holder Instructions (each as defined in the Invitation Memorandum) pursuant to the Invitation need take no further action in relation to voting at the Meeting. By submitting a Consent Instruction, an Electronic Order or an Ineligible Holder Instruction (as the case may be), each Holder will:
  - (i) procure that the Preferred Security is blocked in an account with Euroclear or Clearstream, Luxembourg upon terms that the Preferred Security will not cease to be so deposited or held or blocked until the earlier of (i) the date on which the Electronic Order, Consent Instruction or Ineligible Holder Instruction (as applicable) is validly withdrawn; (ii) if the relevant Holder is eligible for the Consent Payment or the Ineligible Holder Amount, payment of such amount; and (iii) if the relevant Holder is not eligible for the Consent Payment or the Ineligible Holder Amount (including in the event the Extraordinary Resolution is not passed at the Meeting (and,

if adjourned for want of a quorum, any adjourned such Meeting)), the conclusion of the Meeting (or adjourned Meeting, as applicable); and

- (ii) irrevocably instruct the Registered Holder to appoint the Tender and Consent Agent as its proxy to attend the Meeting and instruct it to vote in favour of the Extraordinary Resolution.

Such instructions are, during the period commencing 48 hours before the time fixed for the Meeting or any adjourned Meeting and ending at the conclusion of Meeting or the conclusion of any adjourned Meeting (as applicable), neither revocable nor capable of amendment.

**Paragraphs (c) to (d) below apply only to Holders who have not submitted Consent Instructions, Electronic Orders or Ineligible Holder Instructions to the relevant Clearing System in accordance with the terms of the Invitation Memorandum and summarise the provisions of the Articles of Association in accordance with the terms of which the Support Agreement and the Articles of Association provide that the Meeting is to be held.**

- (c) If the Holder wishes to attend the Meeting, it may instruct the Registered Holder to appoint it as the Registered Holder's proxy to attend the meeting, subject to the Holder of such Preferred Security procuring that (i) the form of proxy is deposited within 48 hours before the time fixed for the Meeting (or any adjourned Meeting) and (ii) (where applicable) within the time limit specified by Euroclear or Clearstream, Luxembourg (as the case may be) such Preferred Security is blocked in an account with Euroclear or Clearstream, Luxembourg, upon terms that the Security will not cease to be blocked until the first to occur of the conclusion of the Meeting or any adjourned Meeting or the surrender of the form of proxy to the Registered Holder.
- (d) If the Holder does not wish to attend the Meeting or any adjourned Meeting in person, he may instruct the Registered Holder to deliver a form of proxy in respect of his Preferred Securities to the person whom he wishes to attend and vote on his behalf.
- (e) The quorum at the Meeting required to pass the Extraordinary Resolution is two or more persons representing one third of the outstanding Preferred Securities. If, within 30 minutes after the time fixed for the Meeting, a quorum is not present, then the chairman may either dissolve the Meeting or adjourn it for such period as the directors of ÖVAG Finance determine, and to such time and place as the directors determine.
- (f) The quorum at any such adjourned Meeting required to pass the Extraordinary Resolution is achieved by the Registered Holder being present in person at such adjourned Meeting. If, within 30 minutes after the time fixed for the adjourned Meeting, a quorum is not present, then the Meeting shall be dissolved.
- (g) Every question submitted to the Meeting 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 Meeting or the Registered Holder.
- (h) Unless a poll is demanded, a declaration by the chairman of the Meeting that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour or against the resolution.
- (i) On a show of hands every person who is present in person (which includes all persons voting by proxy) and produces a form of proxy in relation to the Preferred Securities or is a proxy has one vote. On a poll every such person has one vote in respect of each Preferred Security so produced or represented by the form of proxy so produced or for which he is proxy.
- (j) To be passed, the Extraordinary Resolution requires a majority in favour consisting of Holders of not less than two-thirds of the outstanding Preferred Securities. If passed, the Extraordinary Resolution will be binding on all the Holders whether or not present at the Meeting and whether or not voting. The passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof.
- (k) All Electronic Orders, Consent Instructions and Ineligible Holder Instructions shall remain valid for any adjourned Meeting unless validly withdrawn in accordance with the terms and conditions of the Invitation Memorandum.

- (l) This notice and any non-contractual obligations arising out of or in connection with it, save for matters relating to clearing system procedures, is governed by, and shall be construed in accordance with, Jersey law.
- (m) The Holders will be notified via Euroclear and Clearstream, Luxembourg of the results of voting on the Extraordinary Resolution within 14 days of such results being known.
- (n) The Tender and Consent Agent and Dealer Managers may be contacted with any questions in relation to the Invitation or Proposals (see below for contact details).

#### **Definitions**

<b>"Clearing System"</b>	Euroclear Bank S.A./N.V and/or Clearstream Banking, <i>société anonyme</i>
<b>"Consent Payment"</b>	€10 per €1,000 liquidation preference of the Preferred Securities represented by the relevant Electronic Order or Consent Instruction
<b>"Consent Payment Conditions"</b>	(i) the final and binding approval of the Extraordinary Resolution; (ii) the execution of the Supplemental Support Agreement; (iii) the consent of the Jersey Financial Services Commission to the amendments to the Support Agreement having been received; and (iv) no Companies Law Article 53 Application in relation to the Proposals being unresolved
<b>"Expiration Date"</b>	11 June 2012, or such later date as ÖVAG may determine in its sole discretion, being the date on which the Invitation expires
<b>"Expiration Time"</b>	5 p.m., CET on the Expiration Date
<b>"Holder"</b>	(i) each person who is a beneficial owner of Preferred Securities holding such Preferred Securities, directly or indirectly, in accounts in the Clearing Systems and (ii) the Registered Holder, as the context requires
<b>"Settlement Date"</b>	expected to occur on or around 17 July 2012 or such later date as ÖVAG (in consultation with the Dealer Managers) may determine and notify to Holders, subject to the rights of ÖVAG to re-open, extend, amend and/or terminate the Invitation

#### **Information Contacts**

- (a) The Tender and Consent Agents with respect to the Invitation and the Proposals are:

#### **TENDER AND CONSENT AGENT**

**Citibank, N.A., London Branch**  
 Citigroup Centre, Canada Square  
 Canary Wharf  
 London E14 5LB  
 United Kingdom  
 Attention: Exchange Desk

Telephone: +44 20 7508 3867  
 Fax: +44 20 3320 2405  
 Email: exchange.gats@citi.com

- (b) The Dealer Managers with respect to the Invitation and the Proposals are:

**DEALER MANAGERS**

**BNP Paribas**  
10 Harewood Avenue  
London NW1 6AA  
United Kingdom  
Tel: +44 207 595 8668

Email: [liability.management@bnpparibas.com](mailto:liability.management@bnpparibas.com)

**Citigroup Global Markets Limited**  
Citigroup Centre, Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom  
Tel: +44 (0) 20 7986 8969

Email: [liabilitymanagement.europe@citi.com](mailto:liabilitymanagement.europe@citi.com)

(c) The Registered Holder:

**The Bank of New York Depository (Nominees) Limited**  
160 Queen Victoria Street  
London EC4V 4LA  
United Kingdom

This notice is given by:

**ÖVAG Finance (Jersey) Limited**  
22 Grenville Street  
St. Helier  
Jersey JE4 8PX  
The Channel Islands