

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF CLASS A NOTEHOLDERS. IF CLASS A NOTEHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD CONSULT THEIR OWN INDEPENDENT PROFESSIONAL ADVISERS AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 IMMEDIATELY.

WINDERMERE XIV CMBS LIMITED
(the **Issuer**)

(Incorporated in Ireland with limited liability under the laws of Ireland
with registered number 439978)

NOTICE OF A MEETING

of the holders of those of the outstanding

€36,430,000

CLASS A COMMERCIAL MORTGAGE-BACKED NOTES DUE 2018

of the Issuer

(ISIN: XS0330752436, CUSIP: 973210 AA5)

(the **Class A Noteholders** and the **Class A Notes** respectively).

NOTICE IS HEREBY GIVEN that a Meeting of the Class A Noteholders convened by the Note Trustee (as defined below) will be held at the offices of Norton Rose Fulbright LLP on 20 January 2014 at 10.30 a.m. (London time) for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as an Extraordinary Resolution in accordance with the provisions of the trust deed dated 28 November 2007 (as supplemented or amended from time to time) (the **Trust Deed**) made between the Issuer and U.S. Bank Trustees Limited (formerly ABN AMRO Trustees Limited) (the **Note Trustee**) as trustee for the Class A Noteholders and the other Noteholders and constituting the Class A Notes and the other Notes. The proposed amendments to be made to the relevant Transaction Documents as described in this Notice are together referred to as the **Proposed Amendments**. The proposed amendments to be made to the relevant Transaction Documents (as defined in the Italian Master Definitions Agreement) (the **Italian Transaction Documents**) also as described in this Notice are together referred to as the **Italian Proposed Amendments**.

Unless otherwise defined in this Notice, capitalised terms used in this Notice shall have the meanings ascribed to them in the master definitions agreement dated 28 November 2007 (as supplemented or amended from time to time) between, among others, the Issuer and the Note Trustee (the **Master Definitions Agreement**).

Each Class A Noteholder is solely responsible for making its own independent appraisal of all matters (including those relating to this Notice, the Class A Notes and the Issuer) as such Class A Noteholder deems appropriate, and each Class A Noteholder must make its own decision as to whether to consent to the Proposed Amendments and/or the Italian Proposed Amendments. The Principal Paying Agent and the Registrar are the agents of the Issuer and owe no duty to any Class A Noteholder.

In accordance with normal practice, the Note Trustee and the Issuer express no opinion as to the merits of the Proposed Amendments and/or the Italian Proposed Amendments referred to below (which have been proposed by holders of in aggregate more than one-tenth of each of the Class A Notes). However, on the basis of the information set out in this Notice, they have no objection to the Extraordinary Resolution referred to below being submitted to the Class A Noteholders for their consideration. The Note Trustee and the Issuer have, however, not been involved in formulating the

Proposed Amendments and/or Italian Proposed Amendments and make no representation that all relevant information has been disclosed to Class A Noteholders in this Notice. Accordingly, the Note Trustee and the Issuer urge Class A Noteholders who are in any doubt as to the impact of the implementation of the Proposed Amendments and/or Italian Proposed Amendments to seek their own independent financial or legal advice.

This Notice does not constitute or form part of, and should not be construed as, an offer for sale, exchange or subscription of, or a solicitation of any offer to buy, exchange or subscribe for, any securities of the Issuer or any other entity. The distribution of this Notice may nonetheless be restricted by law in certain jurisdictions. Persons into whose possession this Notice comes are required by the Issuer, the Note Trustee, the Principal Paying Agent and the Registrar to inform themselves about, and to observe, any such restrictions. This Notice does not constitute a solicitation in any circumstances in which such solicitation is unlawful. None of the Issuer, the Note Trustee, the Principal Paying Agent, the Registrar or any other party will incur any liability for its own failure or the failure of any other person or persons to comply with the provisions of any such restrictions.

BACKGROUND

This Notice has been delivered to the Class A Noteholders. The Note Trustee has, in accordance with paragraph 5 (Convening of Meeting) of Schedule 6 (Provisions of Meetings of Noteholders) of the Note Trust Deed, at the request of holders of in aggregate more than one-tenth of the Class A Notes, convened a meeting of the Class A Noteholders for the purpose of (among other things) considering, and, if thought fit, pass the Extraordinary Resolution set out below to direct, instruct, authorise and empower the Note Trustee to exercise its rights to, directly or indirectly, terminate the appointment of Hatfield Philips International Limited (**HPIL**) as:

- a) the General Master Servicer in relation to the Baywatch Loan, the GSI Loan and the Sisu Loan under Clause 20.1.2 of the Servicing Agreement;
- b) the General Special Servicer in relation to the Baywatch Loan under Clause 20.1.2 of the Servicing Agreement; and
- c) the Delegate Master Servicer (as defined in the Italian Master Definitions Agreement) (the **Italian Delegate Master Servicer**) under Clause 19.1.1 of the Servicing Agreement (as defined in the Italian Master Definitions Agreement) (the **Italian Servicing Agreement**),

and in each case to appoint Mount Street Loan Solutions LLP (**Mount Street**) as its successor pursuant to Clause 20.4 of the Servicing Agreement and Clause 19.4 of the Italian Servicing Agreement respectively.

The Controlling Class Representative intends to exercise its rights to terminate HPIL in its capacities as the General Special Servicer in respect of the Baywatch Loan in accordance with Clause 20.1.2 of the Servicing Agreement, and to appoint Mount Street as its successor pursuant to Clause 20.4 of the Servicing Agreement.

The Proposed Amendments and/or Italian Proposed Amendments are intended to implement the termination of HPIL as the General Master Servicer, the General Special Servicer, the Italian Delegate Master Servicer and the Italian Delegate Special Servicer and the appointment of Mount Street as its successor and make certain other consequential amendments.

The Extraordinary Resolution authorises the Note Trustee to enter into the Amendment Documents notwithstanding that Lehman Brothers International Europe (in administration) and Lehman Brothers Bankhaus AG (in insolvenz) may not participate in the Proposed Amendments, although they are a party to certain Transaction Documents, and exonerates the Note Trustee from any liability for so doing.

The Class A Noteholders will also consider extending the maturity date of the Italian Notes in the Extraordinary Resolution set out below. Mount Street believes that the Italian Notes need to be extended to avoid a Trigger Event (as defined in the Italian Master Definitions Agreement). However, the Italian Loan will benefit from a short term standstill to allow Mount Street, as successor to HPIL, to

agree an exit strategy for the Italian Loan. The short term standstill will enable Mount Street, as successor to HPIL, to ensure that the exit strategy is to the benefit of the Noteholders.

Please note that in accordance with Clause 20.4.1(b) of the Servicing Agreement the Rating Agencies will be informed of the proposed termination of HPIL in its capacities as the General Master Servicer in relation to the Baywatch Loan, the GSI Loan and the Sisu Loan, the General Special Servicer in relation to the Baywatch Loan and the Italian Delegate Master Servicer and the appointment of Mount Street as its successor. The Rating Agencies will be asked to confirm to the Note Trustee that the appointment of Mount Street as the successor of HPIL in such capacities will not result in an Adverse Rating Event. Notwithstanding paragraph 6 in the Extraordinary Resolution set out below, should any Rating Agency confirm that the execution of the Amendment Documents and/or Italian Amendment Documents that implementation of the Proposed Amendments and/or the Italian Proposed Amendments and/or the entry into the Amendment Documents and/or the Italian Amendment Documents will result in an Adverse Rating Event, then the Amendment Documents and/or Italian Amendment Documents will not be executed. The Note Trustee shall notify the Noteholders if that happens.

EXTRAORDINARY RESOLUTION

"THAT this Meeting of the holders of the €836,430,000 Class A Commercial Mortgage-Backed Notes due 2018 of Windermere XIV CMBS Limited presently outstanding (the **Class A Notes** and the **Issuer** respectively) constituted by the Trust Deed dated 28 November 2007 (as supplemented or amended from time to time) (the **Trust Deed**) made between the Issuer and U.S. Bank Trustees Limited (formerly ABN AMRO Trustees Limited) (the **Note Trustee**) as trustee for the Class A Noteholders and the other Noteholders HEREBY RESOLVES as an Extraordinary Resolution:

- 1 that each of the Issuer, the Note Trustee, the B Piece Lender and each other party to the Amendment Documents (as defined below) and the Italian Amendment Documents (as defined below) is hereby authorised, directed, empowered and instructed (where relevant) and (in the case of the Note Trustee) to consent to the Issuer and/or (to the extent it is entitled to do so) to authorise, direct, empower and instruct the Issuer (including to authorise, direct, empower and instruct (where relevant) any other party to the Amendment Documents and the Italian Amendment Documents):
 - 1.1 in accordance with Clauses 20.1.2 and 20.4 of the Servicing Agreement, to terminate the appointment of Hatfield Philips International Limited (**HPIL**) in the role of General Master Servicer in relation to the Baywatch Loan, the GSI Loan and the Sisu Loan and appoint Mount Street Loan Solutions LLP (**Mount Street**) as its successor.
 - 1.2 in accordance with Clauses 20.1.2 and 20.4 of the Servicing Agreement, to terminate the appointment of HPIL in the role of General Special Servicer in relation to the Baywatch Loan and appoint Mount Street as its successor.
 - 1.3 to agree the terms of and enter into and deliver the documentation necessary to implement such termination and appointment and the other Proposed Amendments, including the following documents (the **Amendment Documents**):
 - (a) amended and restated Servicing Agreement providing for the accession of Mount Street and other consequential amendments;
 - (b) amended and restated Cash Management Agreement providing for the accession of Mount Street and other consequential amendments;
 - (c) amended and restated Master Definitions Agreement providing for the accession of Mount Street and other consequential amendments;
 - (d) supplemental deed to the Issuer Deed of Charge providing for the release of HPIL and accession of Mount Street and other consequential amendments;
 - (e) termination notices from the Note Trustee to HPIL (in its capacity as the General Master Servicer in relation to the Baywatch Loan, the GSI Loan and the Sisu Loan) under the Servicing Agreement;
 - (f) termination notices from the Controlling Class Representative to HPIL (in its capacity as the General Special Servicer in relation to the Baywatch Loan) under the Servicing Agreement; and
 - (g) direction from the Note Trustee to the Issuer under the Issuer Deed of Charge as referred to in paragraph 1.4 below,

provided that such Amendment Documents are in the case of paragraphs (a) to (e) (inclusive) substantially on the same terms as the Transaction Document which it is amending, restating or supplementing (as applicable);

1.4 (in the case of the Note Trustee) to direct the Issuer to sign and to consent to the Issuer signing a Written Resolution of the Italian Noteholders directing the Representative of the Italian Noteholders:

- (a) in accordance with clauses 19.1.1 and 19.4 of the Italian Servicing Agreement, to terminate the appointment of HPIL in the role of Italian Delegate Master Servicer and appoint Mount Street as its successor;
- (b) to agree the terms of and enter into and deliver the documentation necessary to implement such termination and appointment and the other Italian Proposed Amendments, including the following documents (the **Italian Amendment Documents**):
 - (i) amended and restated Italian Servicing Agreement providing for the accession of Mount Street and other consequential amendments;
 - (ii) amended and restated Italian Cash Management Agreement providing for the accession of Mount Street and other consequential amendments;
 - (iii) amended and restated Italian Master Definitions Agreement providing for the accession of Mount Street and other consequential amendments;
 - (iv) supplemental agreement to the Italian Intercreditor Agreement providing for the release of HPIL and accession of Mount Street and other consequential amendments; and
 - (v) termination notice from the Representative of the Italian Noteholders to HPIL (in its capacity as the Italian Delegate Master Servicer) under the Italian Servicing Agreement,

provided that such Italian Amendment Documents are in the case of paragraphs 1.4(b)(i) to (iv) (inclusive) substantially on the same terms as the Italian Transaction Document which it is amending, restating or supplementing (as applicable); and

- (c) to agree to the extension of the maturity date of the Italian Notes to the Payment Date (as defined in the Italian Master Definitions Agreement) falling in January 2017 and to enter into and deliver the documentation necessary to implement such extension;

1.5 to 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 Proposed Amendments, the Italian Proposed Amendments, the Amendment Documents and the Italian Amendment Documents;

2 that the Issuer and the Note Trustee and each other party thereto is authorised, directed, empowered and instructed to comply with its obligations under the Amendment Documents and the Italian Amendment Documents and (in the case of the Note Trustee) to consent to the Issuer complying with its obligations under the Amendment Documents and the Italian Amendment Documents and/or (to the extent it is entitled to do so) to authorise, direct, empower and instruct the Issuer to comply with its obligations under the Amendment Documents and the Italian Amendment Documents including to authorise, direct, empower and instruct (where relevant) any other party to the Amendment Documents and the Italian Amendment Documents complying with its obligations under the Amendment Documents and the Italian Amendment Documents);

3 that the Issuer and the Note Trustee are authorised, directed, empowered 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 Italian Amendment Documents and the transactions contemplated therein and (in the case of the Note Trustee) to consent to the Issuer taking all other actions and entering into such other agreements and giving such authorisations and instructions to any person as they consider necessary or desirable in connection with the

Amendment Documents and the Italian Amendment Documents and the transactions contemplated therein;

- 4 that the amendments in the Amendment Documents (as described in paragraph 1.3 above) and the Italian Amendment Documents (as described in paragraph 1.4 above) are authorised and approved and the Issuer and the Note Trustee and the other parties thereto are authorised, directed, empowered and instructed, to the extent legally possible, to undertake the implementation of the Amendment Documents and the Italian Amendment Documents on and subject to the conditions set out therein;
- 5 to authorise the Note Trustee to execute the Amendment Documents (as described in paragraph 1.3 above), notwithstanding that Lehman Brothers International Europe (in administration) and Lehman Brothers Bankhaus AG (in insolvenz) will not be party to the Amendment Documents and to discharge and exonerate the Note Trustee from any responsibility or liability for which it may have become or may become responsible as a result of so doing;
- 6 to sanction every abrogation, modification, waiver, 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 or any other Transaction Document, involved in or resulting from or to be effected by, the Proposed Amendments and/or the Italian Proposed Amendments and their implementation except where such modification, compromise or arrangement would constitute a Basic Terms Modification;
- 7 to irrevocably (i) approve and consent to the waiver by the Issuer, the Note Trustee, the Controlling Class Representative and each other party to the Amendment Document referred to in paragraph 1.3(a) above waiving; and (ii) authorise, direct, empower and instruct the Note Trustee (to the extent it is entitled to do so) to authorise, direct, empower and instruct the Issuer to authorise, direct, empower and instruct each of the Issuer's agents that are a party to the Amendment Document referred to in paragraph 1.3(a) above to waive the requirement that Fitch provide a confirmation that the appointment of Mount Street as the successor General Master Servicer and General Special Servicer (in accordance with clause 20.4.1(b) of the Servicing Agreement) will not result in an Adverse Rating Event;
- 8 other than as expressly provided in this Extraordinary Resolution, to waive any and all requirements, restrictions or conditions precedent set forth in the Transaction Documents and/or the Italian Transaction Documents on any person in respect of implementing the Amendment Documents and/or the Italian Amendment Documents and the proposal set out in the Notice convening this Meeting except where such waiver would constitute a Basic Terms Modification;
- 9 to discharge and exonerate the Issuer from any responsibility or liability for which it may have become or may become responsible under the Trust Deed, the Issuer Deed of Charge, the Notes or any other Transaction Document in respect of any requirements, restrictions or conditions precedent set forth in the Trust Deed, the Issuer Deed of Charge, the Notes or any other Transaction Documents in connection with the Amendment Documents and/or the Italian Amendment Documents or the Proposed Amendments and/or Italian Proposed Amendments or the implementation thereof or the Notice convening this Meeting or this Extraordinary Resolution or the executing of any deeds, agreements, documents or instruments, the performance of any acts, matters or things done to carry out and give effect to the matters contemplated in the Amendment Documents and/or the Italian Amendment Documents or the Notice convening this Meeting or this Extraordinary Resolution;
- 10 to discharge and exonerate the Note Trustee from any responsibility or liability for which it may have become or may become responsible under the Trust Deed, the Issuer Deed of Charge, the Notes or any Transaction Document or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instruments, the performance of any acts, matters or things done to carry out and give effect to the matters contemplated in the Amendment Documents and/or the Italian Amendment Documents or the Notice convening this Meeting or this Extraordinary Resolution;

- 11 to indemnify the Note Trustee in full in respect of any liability which it (or any other person appointed by the Note Trustee to whom any trust, power, authority or discretion may be delegated by it in the execution or purported execution of the trusts, powers, authorities or discretions vested in it by the Trust Deed or any other Transaction Document to which the Note Trustee is a party or its functions under any such appointment) may be or become liable or which may be incurred by it (or any such person as aforesaid) in respect of any matter or thing properly done or properly omitted in anyway related to or arising out of this Extraordinary Resolution save to the extent that the same arises as a result of the wilful default, negligence or fraud on the part of the Note Trustee;
- 12 to confirm that the Noteholders have formed their own view in relation to the actions arising out of this Extraordinary Resolution without any reliance on the Note Trustee or the Issuer;
- 13 that the signing of the Amendment Documents and/or the Italian Amendment Documents shall be in all respects conditional on:
 - (a) the requisite majority of Class A Noteholders voting in favour of this Extraordinary Resolution (see Voting and Quorum below);
 - (b) the preconditions to termination set out in Clause 20.4.1 (a) to (d) of the Servicing Agreement, and Clause 19.4.1 (a) to (c) of the Italian Servicing Agreement being satisfied (except to the extent waived in accordance with paragraph 7 above); and
- 14 capitalised terms in this Extraordinary Resolution shall, except where the context otherwise requires or save where otherwise defined herein, bear the meanings given in or incorporated in the Notice dated 27 December 2013 convening this Meeting and in the Master Definitions Agreement (as defined therein)."

The attention of Class A Noteholders is particularly drawn to the quorum required for the Meeting and for an adjourned Meeting which is set out in paragraph 3 of Voting and Quorum below.

VOTING AND QUORUM

- 1 The provisions governing the convening and holding of a Meeting are set out in Schedule 6 (Provisions for Meetings of Noteholders) of the Trust Deed, a copy of which is available for inspection by the Class A Noteholders during normal business hours at the specified office of the Principal Paying Agent.
- 2 All of the Class A Notes are represented by a global note held by either Cede & Co. as nominee for The Depository Trust Company (**DTC**) and by Bank of America GSS Nominees Ltd (formerly ABN AMRO GS TS Nominees Limited) as nominee for, and deposited with, Bank of America National Association, London Branch (formerly ABN AMRO Bank N.V. (London Branch) as common depository for Clearstream Banking, société anonyme (**Clearstream, Luxembourg**) and/or Euroclear Bank S.A./N.V. as operator of the Euroclear System (**Euroclear**). For the purposes of the Meeting, a Class A Noteholder shall mean each person who is for the time being shown in the records of DTC, Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of the Class A Notes.

A Class A Noteholder may appoint a named individual or individuals under a Form of Proxy signed by such Class A Noteholder or, in the case of a corporation, executed under its seal or signed on its behalf by a duly authorised official and delivered to a Paying Agent no later than 48 hours before the time fixed for the Meeting or give a voting instruction (by giving his voting instructions to DTC, Clearstream, Luxembourg and/or Euroclear or on a voting instruction form obtainable from the specified offices of any of the Paying Agents set out below) no later than 48 hours before the time fixed for the Meeting instructing a Paying Agent to issue a Block Voting Instruction and vote at the Meeting in accordance with his instructions.

A Class A Noteholder must request the relevant clearing system to block the Class A Notes in his own account and to hold the same to the order or under the control of a Paying Agent not later than 48 hours before the time fixed for the Meeting in order to give voting instructions to the relevant Paying Agent in respect of the votes attributable to the blocked Class A Notes or to provide a completed and executed Form of Proxy to a Paying Agent. Class A 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 Form of Proxy, not less than 48 hours before the time for which the Meeting (or, if applicable, any adjournment of such Meeting) is convened, the revocation of such Form of Proxy and notice is given to the relevant Paying Agent; or
 - (ii) in respect of a Block Voting Instruction, not less than 48 hours before the time for which the Meeting (or, if applicable, any adjournment of such Meeting) is convened, the notification in writing of any revocation of a Class A Noteholder's previous instructions to the relevant Paying Agent.
- 3 The quorum required at the Meeting is at least two Voters representing or holding not less than 50 per cent. of the principal amount of the Class A Notes outstanding provided however that, so long as not less than 50 per cent. of the principal amount of the Class A Notes outstanding is represented by a Global Certificate or single Individual Certificate, a single Voter appointed in relation thereto or being the holder of Regular Notes represented thereby shall be deemed to be two Voters for the purpose of forming a quorum. If a quorum is not present at the Meeting, the Meeting will be adjourned and the Extraordinary Resolution will be considered at an adjourned Meeting (notice of which will be given to the Class A Noteholders). The quorum at such adjourned Meeting is one or more Voters representing or holding whatever the aggregate principal amount of the Class A Notes outstanding held or represented by them.

Class A Noteholders should note this high quorum requirement and should be aware that if the Class A Noteholders either present or appropriately represented at the Meeting are insufficient

to form a quorum, the Extraordinary Resolution cannot be formally considered thereat. Class A Noteholders are therefore encouraged either to attend the Meeting in person or to arrange to be represented at the Meeting as soon as possible.

- 4 Every question submitted to the Meeting will be decided in the first instance by a show of hands unless a poll is duly demanded by the Chairman of the Meeting, the Issuer, the Note Trustee or by one or more Voters representing or holding not less than one-fiftieth part of the aggregate principal amount of the Class A Notes outstanding. On a show of hands every Voter shall have one vote. On a poll every Voter shall have one vote in respect of each €1,000 in principal amount of the Class A Notes outstanding represented or held by him.
- 5 To be passed, the Extraordinary Resolution requires a majority in favour consisting of not less than 75 per cent. of the votes cast. If passed, the Extraordinary Resolution will be binding upon all the Class A Noteholders, whether or not present at such Meeting and whether or not voting, and all other Noteholders.

CONTACT INFORMATION

Further information relating to the Proposed Amendments can be obtained from:

Lee Galloway
11 Baker Street
London
W1U 3AH

Email: Lee.Galloway@uk.pimco.com

Tel: +44 (0) 20 3640 1807

The addresses of the Issuer, the Principal Paying Agent, the Registrar and the Note Trustee are set out below:

Issuer

The Directors
Windermere XIV CMBS Limited
First Floor
7 Exchange Place
International Financial Services Centre
Dublin 1
Ireland

Principal Paying Agent

Elavon Financial Services Limited
Block E, Cherrywood Business Park
Loughlinstown
Dublin
Ireland
acting through its UK branch
at 125 Old Broad Street
London
EC2N 1AR
United Kingdom
Telephone number: +44 2073302113
Email: mbs.notices@usbank.com

Registrar

U.S. Bank National Association
190 South LaSalle Street
Chicago
IL 60603
Telephone number: +44 2073302113
Email: mbs.notices@usbank.com

Note Trustee

U.S. Bank Trustees Limited
125 Old Broad Street
London
EC2N 1AR
Telephone number: +44 2073302113
Email: mbs.notices@usbank.com

Participants in DTC, Euroclear or Clearstream, Luxembourg who wish to obtain further information on how to vote at the Meeting should contact:

DTC: consentannouncements@dtcc.com

Euroclear: corporateactions.clientservice@euroclear.com

Clearstream, Luxembourg: CA_general.events@clearstream.com

ANNOUNCEMENTS

If the Issuer or the Note Trustee is required to make an announcement relating to matters set out in this Notice, any such announcement will be made in accordance with all applicable rules and regulations via (i) notices to DTC, Euroclear and Clearstream, Luxembourg for communication to Class A Noteholders and (ii) delivered to the Company Announcements Office of the Irish Stock Exchange.

This Notice is given by:

U.S. Bank Trustees Limited

Dated: 27 December 2013