
**FORM OF AUTHORITY
ICELANDIC LITIGATION**

We refer to our litigation briefing dated 18 March 2010 outlining the court process going forward ("the Briefing Paper") and the litigation costs budget ("the Budget").

The claims you have filed against the insolvent Icelandic banks Landsbanki and Glitnir are disputed in various respects and will now be determined by the Icelandic courts. The purpose of this form of authority is to obtain written confirmation from you that you understand and accept the costs consequences of participating in these proceedings and that you consent to us continuing to act on your behalf.

Conflicts and duty of disclosure

We currently act for the LGA (as agent), who represent the interests of the affected member authorities in relation to the Icelandic banks and the other depositor creditors whose interests are aligned with those of the affected authorities. We have previously agreed terms of engagement with the LGA and the other creditors we represent. Those terms address how we would deal with conflicts should any arise.

As the basis of the claims are the same a conflict of interest would only arise if any client wishes to take a strategic course of action which conflicts with that of member authorities and/or is likely to prejudice it.

On present information no actual conflict exists or is likely to arise. We will, however, keep this under review as further information becomes available. If we consider there is the potential for such a conflict to occur we will notify you at the earliest opportunity.

In those circumstances we would continue to act for the LGA and its member authorities (and any other creditors for whom there was no such conflict) but would cease to act for the other party(ies). In the event a conflict arose between member authorities we would continue to act for the majority by reference to the amount of their claims.

Under the Solicitors Code of Conduct 2007 we also have a duty to:

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- 1 keep your affairs confidential; and
- 2 disclose to you information of which we are aware which is material to your matter regardless of the source of the information.

In order to preserve our duty to keep each of our client's affairs confidential we agreed with the LGA and our other clients that we would act on the basis that each of our clients affected by the Icelandic Banks knows that our firm, or a member of our firm, holds or might hold, information (which has been disclosed to us by another creditor of the Icelandic banks on behalf of whom we act) in relation to this matter which we cannot disclose. So, for example, we would not disclose to Oxford University financial information confidential to the LGA and vice versa. This will obviously not include information which is in the public domain and/or which is not client confidential.

Those arrangements will continue to apply to the litigation. This should not, in any way, compromise our ability to act in the best interests of member authorities or any other clients as this is information to which they would not have access in any event.

Scope of ongoing work

We will manage (with assistance from our Icelandic counsel at Logos) the day to day management of your claim(s) before the Icelandic courts. We will advise you in connection with the procedural steps to trial and we will assist you in complying with your obligations to the court. We will obtain from Logos advice on your behalf in connection with any Icelandic points of law (whether substantive or procedural). We will also obtain expert advice from specialist counsel if appropriate.

In practice, the day to day management of this matter will remain unchanged. We will continue to obtain instructions from the LGA (as the authorities' agent), from the advising committee(s) who continue to represent your interests or from you direct as appropriate. However, for major steps in the litigation (including, for example, the filing of written submissions) we will obtain instructions from all Creditors direct. When we obtain instructions directly from you, we will accept instructions from the named individuals (up to a maximum of three) who have provided the relevant confidentiality undertaking to the us or the LGA. If authorities have any queries about their claim(s) please contact Stephen Jones and Piali DasGupta in the first instance at the LGA. Other Creditors should contact Ben Palmer, Wesley O'Brien or Virginia Cooper at Bevan Brittan.

We ask that authorities contact the LGA in the first instance to help limit costs.

Costs

Our estimate of the costs that will be incurred in the court proceedings going forward is set out in the Budget. This will be updated from time to time. You will pay a proportion of the costs incurred for the work that we carry out pro-rated according to the value of your claims (in

accordance with terms agreed as between the Creditors). We will continue to invoice the LGA and the LGA will continue to invoice your authority for its agreed share. This arrangement has been agreed for administrative purposes only. The LGA will remain a transparent vehicle for the invoicing and payment of the costs that your authority incurs in this matter. Your authority will remain severally liable for its agreed share of the costs.

We have agreed with the LGA that we will instruct Logos Legal Services in Iceland and UK Counsel on your behalf. We will pass the appropriate portion of these costs on to you and the other members of the client group as direct costs.

In order to assist the LGA with the administrative burden of invoicing your authority and the other affected member authorities on a monthly basis, we have proposed to the LGA that they invite your authority and the other affected member authorities to make six-monthly payments on account for each authority's proportion of the estimated costs that will be incurred going forward as set out in the Budget. The LGA will confirm these amounts to you in advance of payment being requested.

If the Icelandic courts were to make an adverse costs award against your authority (at any stage in the proceedings) it is important that you are aware that your authority, not the LGA, will be jointly and severally liable to pay these costs (on the same pro-rated basis as its agreed share for our legal costs). If, for any reason, your authority elects to discontinue its claim(s), your authority will be responsible for the appropriate proportion of all costs and any adverse costs awards made by the court up to the date of discontinuance. Costs incurred after that date will be reapportioned as between the remaining authorities.

Limit of liability

Please note that our liability to your authority is limited to £3million per claim.

Acknowledgement and acceptance of terms

Please sign the acknowledgement and acceptance below and return it to me as soon as possible to confirm that you have read and understood the above, and the information contained within the Briefing Paper and the Budget and wish us to act on your behalf.

Bevan Brittan LLP
16 March 2019

Acknowledgement and acceptance

I confirm that I have read, understood and accept the above information, and the information contained within the Briefing Paper and the Budget. I confirm that the authority consents to Bevan Brittan LLP acting on its behalf in connection with the proceedings before the Icelandic courts arising out of the winding up of [Landsbanki / Gfihnir].

Signed..... *Kynda McCall*

Position..... *DIRECTOR OF FINANCE*

Dated..... *22/3/10*