

The Depository Trust Company
55 Water Street
New York, NY 10041

Dear Sir/Madam:

The undersigned, a Participant (“Participant”) in The Depository Trust Company (“DTC”) certifies that it holds a position in the amount of _____ in Kaupthing hf. (the “Position”). In order to induce DTC to transfer the Position to Epiq Bankruptcy Solutions, LLC (“Epiq”), acting as agent for the offer, Participant hereby acknowledges and agrees that:

- The Position has been blocked on the books of DTC through DTC’s Automated Tender Offer Program, identified by participant number _____, target CUSIP number _____, contra CUSIP number _____ and Voluntary Offering Instruction (“VOI”) number _____.
- The Participant wishes to transfer the Position from DTC to Epiq (the “Instruction”).
- Upon implementation of the Instruction, DTC will debit Participant’s Voluntary Offering Instruction (“VOI”) number VOI Position from the original contra-CUSIP and move the Position into a contra-CUSIP account on behalf of Epiq. Thereafter, DTC will follow instructions from Epiq with regard to such position and Participant will have no ability to issue instructions with regard to the position.
- The Instruction is final, binding and irrevocable.
- No transfer instruction back to DTC will be permitted.
- Any distribution relating to the Instruction will be transferred to Epiq and not to Participant, and DTC has no responsibility for how, when and to whom Epiq may release any such distribution.
- Any and all Legal Actions¹ relating to such distribution will be resolved by and between Participant and Epiq.

Participant hereby instructs DTC to move the Position from DTC’s books to Epiq.

¹ “Legal Action” means and includes any claim, counterclaim, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation before any federal, state or foreign court or other tribunal, or any investigative or regulatory agency or self regulatory organization.

Further, Participant hereby agrees to indemnify and defend DTC and Cede & Co., and each of their respective subsidiaries and affiliates, officers, directors, employees, agents and attorneys, (the "Indemnitees") against, and hold the Indemnitees harmless from, any Losses² and Legal Actions suffered or incurred by the Indemnitees resulting from, relating to, arising out of or in connection with the Instruction, except Losses arising as a direct result of the Indemnitees willful misconduct or gross negligence. By way of example but not by way of limitation, this indemnity applies to Legal Actions between and/or among Participant and Indemnitees.

No amendments, changes or modifications to this Letter Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of DTC and Participant.

This Letter Agreement, and any disputers or matters arising out of or in connection with this Letter Agreement or the performance of the subject matter hereof, shall be governed by and interpreted in accordance with the laws of the state of New York without regards to the principles of conflicts of law. Participant hereby submits to the exclusive jurisdiction and venue of the courts in the City and County of New York, New York for purposes of any litigation related to this Letter Agreement

Sincerely yours,

_____ Participant

By _____

Name:

Title:

Date:

Participant Medallion Guarantee:

² "Losses" means and includes all losses, liabilities, damages, judgments, liabilities, payments, obligations, costs and expenses (including, without limitation, any costs of investigation and legal fees and expenses incurred in connection with, resulting from, relating to, arising out of or in connection with the Instruction), regardless of whether or not any liability, payment, obligation or judgment is ultimately imposed against the Indemnitees.