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1 Horse Guards Road
London
SW1A 2HQ

www.hm-treasury.gov.uk

The Depositors' and Investors' Guarantee Fund of Iceland (Tryggingarsjóður Innstæðueigenda og Fjárfesta)
Borgartun 26, 3rd floor,
105 Reykjavík
Iceland

Ministry of Finance of Iceland
Arnarhvoli Lindargötu
150 Reykjavík
Iceland

19 October, 2009

Dear Sirs

Loan Agreement between us (the “Loan Agreement”) dated 5th June, 2009

We refer to the Loan Agreement, which is to be amended pursuant to an Acceptance and Amendment Agreement between us dated on or around the date of this letter. Terms defined in the Loan Agreement shall bear the same respective meanings when used in this letter.

This letter is intended to confirm the intention of several provisions of the Loan Agreement.

Paragraph 4.2 We confirm that monies paid by the Guarantee Fund to The Netherlands and the HMT Commissioners pursuant to paragraph 4.2.1 are to be applied in repayment of principal outstanding under the Loan Agreement and the Dutch Loan Agreement (subject to any rounding) even though paragraph 4.2.1 does not explicitly state this. We also confirm that payments under paragraph 4.2.1 are subject to the provisions of paragraph 4.2 of the Settlement Agreement entered into on 5 June 2009, as amended pursuant to an Amendment Agreement dated on or around the date of this letter.

Paragraph 4.2.1 The words “or otherwise in respect of the insolvency of Landsbanki” are intended to be broad in their scope so as to catch any receipts by the Guarantee Fund which derive from the insolvency of Landsbanki. This is justified given that the Guarantee Fund has no claim in the winding up other than claims which derive from the rights assigned to it by the FSCS and the Dutch Central Bank. An example of recoveries which would be included are recoveries in respect of interest accrued on claims assigned, which interest was never a claim of a depositor.

Paragraphs 4.4.1, 4.4.2 We confirm that notices of an intention to voluntarily prepay may be given, and voluntary prepayments may be made, by Iceland on behalf of the Guarantee Fund.

Paragraph 6.3 The words “and retained by” are intended as a reference to the non-applicability of paragraph 6.4.

Paragraph 7.2 We confirm that there is no intention that this paragraph should be triggered solely as a result of changes in foreign exchange rates as between euro and sterling such that a payment in a currency other than sterling made after the date of the Loan Agreement, which would not on the date of the Loan Agreement have triggered the paragraph, triggers it when made.

Enforceability We understand based upon a draft which has been made available to us that the legal opinion to be provided by LEX pursuant to the Loan Agreement will indicate that there are certain restrictions as to the enforceability of the obligations of the Guarantee Fund under the Loan Agreement. We confirm that there is no intention that as a result of these restrictions the obligations of the Guarantee Fund should be deemed to be unenforceable for the purposes of the Loan Agreement.

Confidentiality We confirm you may disclose the terms of the Acceptance and Amendment Agreement, of the Amendment Agreement to the Settlement Agreement and of the side letter dated 19 October 2009 between the Parties relating to changes of currencies, as well as this letter, by publishing them on <http://www.island.is>.

Yours faithfully

Gary Roberts