

Comparing Act No. 96/2009 and the Acceptance and Amendment Agreements

Article of Act No. 96/2009	Reservation contained in the Act	Outcome of the discussions between the states – Acceptance and Amendment Agreements (AAA)
1	The state guarantee shall apply until 5 June 2024	No time limits for the state guarantee. The loan is still expected to be paid in full by 2024. Iceland has the right to extend the loan, if necessary – the loan is automatically extended if the balance has not been paid in full by 2024. The loan period will then expire on June 5 2030 (and thereafter, the loan may be extended by five years at a time until it has been paid in full).
1	The reservations shall be presented to the British and the Dutch authorities and they must agree to them.	The British and Dutch authorities accept the reservations as elaborated in the AAA. The Icelandic state and the Depositors' and Investors' Guarantee Fund accept this solution of the matter.
1	The creditors must acknowledge that the commitments of the Depositors' and Investors' Guarantee Fund are subject to the same reservations as the state guarantee.	The loan agreements are changed so that the commitments of the Depositors' and Investors' Guarantee Fund and of the State concur.
2.1.	The loan agreements should be interpreted in accordance with the agreed guidelines of 14 November 2008 (the so-called Brussels Guidelines)	The AAA state that the negotiations were undertaken in accordance with the agreed guidelines.
2.1	The parties to the agreements will comply with a substantiated and reasoned request to revise the agreement pursuant to the provisions contained therein.	The parties reiterate to meet and consider amendments to the agreements on the basis of the clauses dealing with changes in circumstances contained therein. A joint statement stipulates discussions at the request of any of the parties and possibly reactions to issues that may arise.
2.2.	There will be no attachment of assets that are critical for Iceland to carry out its obligations as a sovereign state in a satisfactory manner. The same applies to	The parties confirm that the waiving of sovereign immunity under the loan agreements does not apply to assets entitled to immunity pursuant to the Vienna Convention, assets in Iceland

	assets owned by the Icelandic state abroad, including assets of the Central Bank of Iceland, which are protected pursuant to general rules of international law.	that are necessary for the proper functioning of Iceland as a sovereign power nor to assets of the Central Bank of Iceland.
2.3	Iceland will continue to have undivided control over its natural resources and the Icelandic authorities have the right to decide on their utilisation and form of ownership.	The parties confirm that nothing in the loan agreements is intended to or has the effect of causing Iceland to lose control of its natural resources or its right to decide on their utilisation and form of ownership.
3	The economic criteria, i.e. there is a cap on payments of respectively 4% of cumulative GDP growth with regard to the UK and 2% of cumulative growth with regard to the Netherlands. Cumulative growth is calculated from 2008 to the year of payment.	It is confirmed that payments shall not exceed 6% of the cumulative GDP growth. Technical adjustments as regards calculation of cap. It was decided that the cap included principal payments and interests, however, always on the premise that interests will be paid. It is, furthermore, confirmed that the cap continues to apply beyond 2024.
	If it seems likely that the loan amount, with interests, will not be paid in full by the end of the loan period due to the economic criteria, the parties shall hold timely discussions on how to proceed and the effect this has on the agreements and the obligations of the Depositors' and Investors' Guarantee Fund.	The extension will be optional during the period until 2024 but it will be automatic if the balance has not been paid in full by the end of the loan period. Special discussions on this matter are not envisaged.
4.1.	The state guarantee is issued on the condition that if, at a later date, it is concluded that the state parties to the EEA Agreement shall not be held liable regarding a minimum compensations vis-à-vis depositors, including at the time of a systemic collapse in the financial market, there will be discussions on the impact on the loan agreements and the obligations of the state. Should no discussions take place or if the consultations do not yield an outcome, Althingi may limit the	It is stated in the bill amending Act No 96/2009 that the Icelandic state does not admit any pre-existing obligation to guarantee the payment of a minimum compensation to depositors. If, at a later date, there is a decision on this issue, by a competent adjudicator, discussions shall be initiated. According to a joint statement all parties share a willingness to work together in the coming months and years, including at the request of any of the parties to discuss and possibly

	state guarantee as the case may merit.	react to issues that may arise.
4.2.	A precondition for the state guarantee is that the Depositors' and Investors' Guarantee Fund seeks a ruling on the <i>pari passu</i> ranking of its claims. If that turns out to be the case, discussions between the parties will be initiated. Should no discussions take place or do not lead to an outcome, Althingi may limit the state guarantee.	This issue is agreed upon in the AAA so that a decision by an Icelandic court which is not in conflict with an advisory opinion of the EFTA Court will prevail. The <i>pari passu</i> requirements set out in provisions of the agreements will cease to apply following such a decision without the need for specific further discussions.
5.-8.		The parties confirm that these provisions concern only domestic matters and do not affect the agreements.

