
MANDATORY PUBLIC PURCHASE BID

by

**OPUS GLOBAL Nyilvánosan Működő Részvénytársaság [OPUS GLOBAL PLC],
REPRO I. Magántőkealap [REPRO I. Private Capital Fund],
KONZUM PE Magántőkealap [KONZUM PE Private Capital Fund] and
Konzum Befektetési Alapkezelő Zártkörűen Működő Részvénytársaság [Konzum Investment
Fund Management Private Company Limited]**

as Joint Bidders

concerning

**the registered shares of 4 IG Nyilvánosan Működő Részvénytársaság [4 IG PLC], as the
Target Company
(ISIN identifier: HU0000071030)**

**at the bid price of HUF 2,942.-, that is, two thousand nine hundred forty-two HUF per
share,**

administered by MKB Bank Zrt, as investment service provider.

**THE BIDDERS AND THE ADMINISTRATOR SUBMITTED THIS PUBLIC PURCHASE
BID TO THE NATIONAL BANK OF HUNGARY FOR APPROVAL, AND THEY SENT
IT TO THE DIRECTORATE OF THE COMPANY. THE HUNGARIAN NATIONAL
BANK DID NOT DECIDE YET THE APPROVAL OF THE BID.**

Budapest, June 7, 2018

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DEFINITIONS

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| „ <i>Bid</i> ” | This joint public purchase bid |
| „ <i>Bid Price</i> ” | The purchase price per Shares that is defined in Point 3.1 of the Bid, at which Bidders make a proposal to the Shareholders for purchasing their shares |
| „ <i>Bidders</i> ” | Collectively (i) OPUS GLOBAL Nyrt., (ii) REPRO I. Magántőkealap, (iii) KONZUM PE Magántőkealap, and (iv) Konzum Befektetési Alapkezelő Zrt and any of them individually are/is the “ <i>Bidder</i> ” |
| „ <i>Bidding Period</i> ” | the period between 9.00 hours on the Starting Day and 12.00 hours on the Closing Day |
| „ <i>Exchange Rate Profit</i> ” | The difference of the (i) Bid Price and (ii) the total of the value spent by the Accepting Shareholder on acquiring its Share and the related auxiliary costs |
| „ <i>Act</i> ” | Act XCII of 2003 on the rules of taxation |
| „ <i>Purchase Value</i> ” | the value that is spent by the Shareholder on acquiring the Shares |
| „ <i>Bszt.</i> ” | Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, and on the Regulations Governing their Activities |
| „ <i>Budapest Stock Exchange</i> ” | Budapesti Értéktőzsde Zártkörűen Működő Részvénytársaság (Registered Seat: 1054 Budapest, Szabadság tér 7. Platina torony. I. ép. IV. em.; Company Register Number: Cg. 01-10-044764, www.bet.hu) |
| „ <i>Target Company</i> ” | 4 IG Nyilvánosan Működő Részvénytársaság (Registered Seat: 1037 Budapest, Montevideo utca 8., Company Register Number: 01-10-044993, Statistical Code: 12011069-6209-114-01, Tax Number: 10931246-2-42, www.4ig.hu) |
| „ <i>Eho tv.</i> ” | Act LXVI of year 1998 on healthcare contribution |
| „ <i>Places of Acceptance</i> ” | The places that are defined in <u>Appendix 4</u> of the Bid; and any of them is a „Place of Acceptance” |
| „ <i>Accepting statement</i> ” | The statement that is included in <u>Appendix 1</u> of the Bid, in which Shareholder accepts the contents of the Bid as binding it, and it undertakes to transfer the Shares against the payment of the Bid Price that is defined in the Bid. |
| „ <i>Accepting Shareholder</i> ” | The Shareholder, who issues an Accepting Statement for the Bid during the Bid Period. |
| „ <i>Supervision</i> ” | National Bank of Hungary (Registered Seat: 1054 Budapest, |

Szabadság tér 9.; Client Service: 1013 Budapest, Krisztina krt. 39., www.mnb.hu/felugyelet)

- „GVH” Hungarian Competition Authority, registered seat: 1054 Budapest, Alkotmány u. 5.
- „GVH Permit” (a) a resolution made by the GVH based on Section 76 (1) aa) of Tpvt and which became legally binding, which permits without any preliminary or ex post condition and without stipulating any obligation allows Bidder to acquire direct control above the Target Company, or (b) the authority certificate issued by the GVH based on Section 43/N (1) b) of the Tpvt on the fact that it is not necessary to conduct any competition authority test
- „Effective Day” The day on which the Share Purchase and Sale Contract comes into effect; this time is the same as the Closing Day, except, if it becomes necessary to conduct the competition authority procedure in line with the contents of Point 8.2 of this Bid, in which case the Effective Day is the day of the Permit of the GVH.
- „Convention of Hague” The Convention dated October 5, 1961 signed in Hague on the abolishing of the public deeds that will be used abroad by diplomatic or consulate authentication (over-authentication)
- „Kbftv.” Act XVI of 2014 on Collective Investment Trusts and Their Managers, and on the Amendment of Financial Regulations
- „KELER Zrt.” KELER Központi Értéktár Zártkörűen Működő Részvénytársaság (Registered Seat: 1074 Budapest, Rákóczi út 70-72.; Company Register Number: Cg. 01-10-042346, www.keler.hu)
- „Starting Day” The first day of the Bid Period, that is [...] month [...] day 2018.
- „Filling in Guide” The manual concerning the filling in of the Accepting statement, included in Appendix 2 of the Bid
- „Konzum Befektetési Alapkezelő Zrt.” Konzum Befektetési Alapkezelő Zártkörűen Működő Részvénytársaság; Registered Seat: 1026 Budapest, Riadó utca 1-3., Cg.: 01-10-045654; Tax Number: 13960904-2-41; Statistical Code: 13960904-6630-114-01, <http://www.konzumalapkezelelo.hu/>)
- „Konzum PE Magántőkealap” KONZUM PE MAGÁNTŐKEALAP (Registration Number: 6122-44; Tax Number: 18755561-1-42; Acting in its representation: Konzum Befektetési Alapkezelő Zrt.)
- „Administrator” MKB Bank Zártkörűen Működő Részvénytársaság (Registered Seat: 1056 Budapest, Váci u. 38; Company Register Number: Cg. 01-10-040952, Tax Number: 10011922-4-44)
- „Authorisation” the original copy of the Shareholder’s statement laid in a

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| | public deed or a private deed of full probative force or a copy of it attested by a notary public concerning the fact that an Authorised representative will act in the name and on behalf of the Shareholder in the course of the procedure that is connected to the acceptance of the Bid |
| <i>„Authorised representative”</i> | the natural or legal person that acts on the basis of the Authorisation issued by the Shareholder, in the name and on behalf of the Shareholder in the course of the procedure that is connected to the acceptance of the Bid |
| <i>„Places of Appearance”</i> | the fora defined in Point 10 of the Bid, where the public announcements that are connected to the Bid are published |
| <i>„NyESZ”</i> | pension saving account |
| <i>„OPUS Global Nyrt.”</i> | OPUS GLOBAL Nyilvánosan Működő Részvénytársaság (Registered Seat: 1065 Budapest, Révay utca 10., Company Register Number: 01-10-042533; Tax Number: 10931246-2-42, http://opusglobal.hu/) |
| <i>„REPRO I. Magántőkealap”</i> | REPRO I. Magántőkealap (Registration Number: 6122-57; Tax Number: 18948947-1-42; acting in its representation: Konzum Befektetési Alapkezelő Zrt.) |
| <i>„Share”</i> | all the registered voting shares issued by the Target Company that are introduced to the Budapest Stock Exchange, having a value of 1,000.- HUF (that is one thousand forints) each (ISIN identifier: HU0000071030) |
| <i>„Shareholder”</i> | The owner of any Share, beyond the Bidders |
| <i>„Share Purchase and Sale Contract”</i> | The share purchase and sale contract that is established on the basis of Section 74 (5) of the Tpt between the Bidder appointed according to Point 5.2 of this Bid and the Accepting Shareholder with the Accepting statement made for the Bid, submitted to the Administrator in line with the conditions that are defined in the Bid, and the transfer of the Shares. |
| <i>„Accounting Act”</i> | Act C of year 2000 on Accounting |
| <i>„Szja tv”</i> | Act CXVII of year 1995 on Personal Income Tax |
| <i>„Tao tv”</i> | Act LXXXI of year 1996 on the Corporate Tax and the Dividend Tax |
| <i>„TBSZ”</i> | Long-term investment account |
| <i>„Tpt.”</i> | Act CXX of year 2001 on the Capital Market |
| <i>„Tpvt.”</i> | Act LVII of year 1996 on the Prohibition of Unfair Trading Practices and Unfair Competition |

„Closing day”

The last day of the Bid Period, which is day 30 (thirty) after the Starting Day or if this is a non-working day, the subsequent first working day, that is [...], 2018.

1. MANDATORY PUBLIC PURCHASE BID

- 1.1 For the purpose of getting an influence of the extent that is defined in Section 68 (1) b) of the Tpt, based on Section 68 (2) b) – within the lawful deadline – **OPUS GLOBAL Nyilvánosan Működő Részvénytársaság** (Registered Seat: 1065 Budapest, Révay utca 10., Company Register Number: 01-10-042533; Tax Number: 10931246-2-42), **REPRO I. Magántőkealap** (Registration Number: 6122-57, Tax Number: 18948947-1-41), **KONZUM PE Magántőkealap** (Registration number: 6122-44; Tax Number: 18755561-1-42) and the company that takes care of the management of these private capital funds, the **Konzum Befektetési Alapkezelő Zártkörűen Működő Részvénytársaság** (Registered Seat: 1026 Budapest, Riadó utca 1-3., Company Register Number: 01-10-045654; Tax Number: 13960904-2-41; Statistical Code: 13960904-6630-114-01), as joint Bidders present

a mandatory public purchase bid

to all the Shareholders of **4IG Nyilvánosan Működő Részvénytársaság** (Registered Seat: 1037 Budapest, Montevideo utca 8., Company Register Number: 01-10-044993, Statistical Code: 12011069-6209-114-01, Tax Number: 10931246-2-42, hereinafter referred to as: „*Target Company*”), as the Target Company, concerning the Shares issued by the Target Company, that is, concerning the personal registered shares issued by the Target Company of the nominal value of 1000.- HUF (that is one thousand forint) each (ISIN identifier: HU0000071030) as follows.

- 1.2 This Bid is presented by the Joint Bidders in line with Section 68 (3) of the Tpt concerning the Shares, with the condition that based on the agreement of the Bidders that the Shares offered by the accepting Shareholders will be acquired by OPUS Global Nyrt.
- 1.3 The purchase price per share offered by Bidders payable as the price in respect of all the Shares is **2,942.- HUF** that is two thousand nine hundred forty-two forints.
- 1.4 Bidders make this Bid to all the shares of the Target Company and to all the Shareholders of the Target Company.
- 1.4.1 The Starting Day of the Bid Period is [...], 2018, and its Closing Day is day 30 (thirty) following the Starting Day of the Bid Period, or, if it is a non-working day, the last working day following this, that is [...], 2018.
- 1.4.2 Bidders ordered the administration of acquiring the influence based on the Bid from **MKB Bank Zártkörűen Működő Részvénytársaságot** (Registered Seat: 1056 Budapest, Váci u. 38; Company Register Number: Cg. 01-10-040952) that has an authority permit that was issued by the supervision referring to execution of „*consulting and services connected to the capital structure, business strategy, and the related matters, as well as mergers and company acquisitions*” corresponding to Section 5 (2) d) of the Bszt, the number of whose permit is III/41.005-3/2001.
- 1.4.3 Bidders draw the attention to the fact that it is necessary to conduct a competition authority procedure for implementing its influence acquiring introduced in Point 2.4 of this Bid. Az Bidder also draws the attention to the fact that if as a result of the Shares offered by the Accepting Shareholders Bidders will already have more than 50 % of the Shares of the Target Company, Bidders will initiate a competition authority procedure at the GVH for obtaining a permit for acquiring this influence.

- 1.4.4 IN ADDITION TO OBSERVING THESE PROVISIONS STIPULATED ON THE BASIS OF THE HUNGARIAN LEGISLATION, THE BIDDERS RAISE THE ATTENTION TO THE FACT THAT THIS BID, ITS APPENDICES AND ANY OF ITS ACCOMPANYING DOCUMENTS WILL NOT BE DIRECTLY OR INDIRECTLY SUBMITTED, SENT OR SENT OR DISTRIBUTED IN ANY OTHER FORM (DISTRIBUTION OR HANDING OVER WITH USING POSTAL OR PERSONAL DELIVERY, COPY SENDING, ELECTRONICAL FORWARDING OR ANY OTHER INFO-COMMUNICATION OR TELECOMMUNICATION DEVICE) TO THE UNITED STATES OF AMERICA AND TO ANY OTHER SUCH COUNTRY, WHERE THE HANDING OVER, ANNOUNCEMENT, THE RESTRICTED OR PUBLIC PUBLICATION OF THIS BID, ITS APPENDICES OR ITS ACCOMPANYING DOCUMENTATION VIOLATES ANY LEGAL PROVISIONS, MARKET PRACTICE, OR ANY NORMS THAT ARE MANDATORY IN ANY OTHER GENERAL OR RESTRICTED EFFECT, OR THE ABOVE RESTRICT IT IN ANY OTHER MANNER. THIS BID WAS PREPARED EXCLUSIVELY ON THE BASIS OF THE RULES OF HUNGARIAN LAW AND IT WILL NOT BE REPORTED AND PERMITTED ON THE BASIS OF THE SECURITIES ACT OF 1933 AMENDED SEVERAL TIMES OF THE UNITED STATES OF AMERICA, AND SIMILARLY IT WILL NOT BE REPORTED OR PERMITTED IN ANY OTHER COUNTRY EITHER. IN CASE THE ACCEPTING STATEMENT IS SIGNED BY A PERSON, OR IT SEEMS IT IS SIGNED BY A PERSON, WHOSE HOME ADDRESS OR REGISTERED SEAT IS LOCATED IN THE UNITED STATES OF AMERICA, OR IN ANY OTHER COUNTRY OTHER THAN HUNGARY REFERRED AND DESCRIBE ACCORDING TO THE ABOVE, OR IF THE ACCEPTING STATEMENT WAS SENT BACK FROM THE UNITED STATES OF AMERICA OR A COUNTRY OTHER THAN HUNGARY REFERRED AND DESCRIBED AS ABOVE, OR IT SEEMS IT WAS RETURNED FROM THERE, THEN THE BIDDERS ARE ENTITLED TO CONSIDER AN ACCEPTING STATEMENT INVOLVED TO BE INVALID, IN RESPECT OF WHICH THEREFORE, THE SHARE PURCHASE AND SALE CONTRACT WILL NOT BE CREATED.
- 1.4.5 Bidders recommend to the Shareholders to discuss the taxation issues that are connected to the acceptance of the Bid with their book keepers, tax advisers and financial experts.
- 1.4.6 The Shareholders may contact the Administrator in connection with their questions connected to the Bid in the business hours at the Places of Acceptance or at the following phone numbers on the working days between 8:00-20:00 hours:
- MKB Bank Zrt.**
Phone: 36-40-333-666; menu item 3
- 1.4.7 This Bid and the Accepting statement is available at the Place of Acceptance that is defined in *Appendix 4*, and they may be downloaded from the websites of the Places of Appearances.
- 1.4.8 THE PRESENT PUBLIC PURCHASE BID IS SUBMITTED BY BIDDERS AND THE ADMINISTRATOR TO THE SUPERVISION FOR FORWARDING, AND THEY SEND IT TO THE DIRECTORATE OF THE COMPANY. THE SUPERVISION HAS NOT DECIDED YET ABOUT THE APPROVAL OF THE BID. THE BIDDERS WILL INITIATE THE PUBLICATION OF THE BID WITHOUT DELAY AFTER RECEIVING THE RESOLUTION OF THE

SUPERVISION APPROVING THIS BID – OR IF THE SUPERVISION WILL NOT DECIDE THE APPROVAL OF THE BID WITHIN THE DEADLINE STIPULATED BY THE TPT ABOUT THE APPROVAL OF THE BID, AFTER THE EXPIRY OF THE DEADLINE OPEN FOR APPROVAL, IN THE MANNER THAT IS STIPULATED IN THE TPT, WITH INDICATING THE STARTING AND ENDING DAYS OF THE DEADLINE OPEN FOR ISSUING THE ACCEPTING STATEMENTS, ACCORDING TO THE CALENDAR DAYS.

2. PERSONS AND COMPANIES INVOLVED IN THE BID

2.1 The Target Company

2.1.1 The company name of the Target Company is **4IG Nyilvánosan Működő Részvénytársaság**, Registered Seat; 1037 Budapest, Montevideo utca 8., Company Register Number: 01-10-044993, Statistical Code: 12011069-6209-114-01, Tax Number: 10931246-2-42 Registered Capital 1,880,000,000.- HUF (that is one billion eight hundred eighty million forints), from which 555,000,000.- HUF, that is, five hundred fifty-five million forints are cash contribution, and 1,325,000,000.- HUF, that is, one billion three hundred twenty-five million forints are non-cash contributions.

2.1.2 The registered capital of the Target Company consists of 1,880,000 (that is one million eight hundred eighty thousand) personal shares of the nominal value of 1000.- HUF (that is one thousand forints) produced in the form of an „A” series dematerialised shares. The shares ensure identical shareholder rights. Each registered share entitles its shareholder to vote, and the extent of the voting right is the same in the case of each share. Each registered share entitles its owner to one vote, therefore, based on each 1000.- HUF of the nominal value of the shares one (1) vote may be cast.

The number of shares of the Target Company entitling its owner to vote is 1,831,288, the number of shares owned by it is: 48,712.

2.2 Introduction of the Bidders

2.2.1. Az **OPUS GLOBAL Nyrt.** (Registered Seat: 1065 Budapest, Révay utca 10., Company Register Number: 01-10-042533; Tax Number: 10931246-2-42), it has a part of 106 years, it has been the member of the issuing group of the Budapest Stock Exchange since 1998. The registered capital of the company is 8,132,445,950.- HUF, that is eight billion one hundred thirty-two million four hundred forty-five thousand and nine hundred one hundred fifty forints, which consists of altogether 325,297,838 registered “A” series shares of the nominal value of 25.- HUF each. The company, after it changed its image in year 2009, terminated its veterinary activity and as a financial investor operating in a holding setup has been dealing as a financial investor primarily with directing and managing the assets of companies of different profiles. The subsidiaries of the Company include among others at present a newspaper publishing company, a fireplace and stove manufacturer, agricultural and building industrial companies, and a company that deals with letting out and operating office buildings.

A decisive target of the company to acquire Central and East European companies, which fit to its domestic investments and which establish opportunities for regional growth. The primary target of the Company is to maximise the exploitation level of its existing portfolio and resources for achieving results.

Along these targets the participations of the Company changed as follows in 2017:

- Exercising its repurchasing right it became the 74.18 % owner of Csabatáj Zrt that carries on agricultural activities, on the day of January 31, 2017. Csabatáj Zrt together with its connected service activity carries on successful operation within the South-East area of Hungary in the area of plant growing, animal breeding and eggs sold.
- In March 2017 it acquired a 20 % share in Unitreasury Kft, a company which owns 30 % of KALL Ingredients Kft. KALL Ingredients Kft may mean a significant economic opportunity in the coming years, since in addition to producing iso-sugar, it produces food industrial and pharmaceutical alcohol, edible oil raw material and GMO-free fodder raw materials.
- On May 17, 2017 it purchased a 40 % share in KPRIA Magyarország Zrt from KONZUM Nyrt. The main profile of KPRIA Magyarország Zrt is engineering activity, technical consulting and implementation. The main target of this acquisition was to strengthen the building industrial portfolio of the company.
- In July 2017, the Directorate decided to sell its 100 % business quota it had in Holiday Resort Kreischberg-Murau GmbH seated in Austria. The purchase price of the business quota was defined in 1.9 billion HUF with taking into consideration the market relations and its credit exposure, which significantly exceeded its investment book value registered as permanent participation, which was 911 million HUF.
- In July 2017 it acquired a 24.67 % share in STATUS Capital Kockázati Tőkealap-kezelő Zrt that deals with managing funds, which started in year 2017 under the name of STATUS MPE Magántőkealap a private capital fund of a registered capital of 11.125 billion HUF, and a STATUS Energy Magántőkealapot of a registered capital of 10 billion HUF. The capital funds managed by the company, acquired participations in companies that have significant investment opportunities, already after their foundation. Its investments include the owning of 5.05 % of the registered capital of Diófa Alapkezelő Zrt, and of 5.13 % voting rights that are connected to these shares.
- Also, in July 2017 it acquired a 24.87 % interest in Takarékinfó Központi Adatfeldolgozó Zrt. Takarékinfó Zrt carries on IT activities and it co-ordinates the establishment of the Unified IT System [Egységes Informatikai Rendszer (EIR)] that is in process between the members of the savings co-operative integration. its main profile is to support from IT and telecommunication aspects the players of the savings co-operative sector, operating the systems and carrying out the new developments. Their services cover the entire scope of bank and financial institution applications. The OPUS-group's direct and indirect share is 30.96 %, in view of the fact that the STATUS Capital Kockázati Tőkealap-kezelő Zrt acquired a 24.69 % share in the Takarékinfó Központi Adatfeldolgozó Zrt.

OPUS GLOBAL Nyrt increased its registered capital on two occasions in year 2017. The Company increased its registered capital with 182,994,025 HUF on the day of October 24, 2017 and it increased it with an additional 51,692,900 HUF on December 12, 2017.

The equity of OPUS GLOBAL Nyrt was further increased in year 2018, as a result of which, with the in kind contribution of the business quotas the Company acquired in direct and indirect way an ownership in the Mészáros és Mészáros Kft, in R-Kord Kft, in Viresol Kft (if former name was: VISONTA PROJEKT Kft), in KALL Ingredients Kft, and in companies belonging under the interest scope of Status Energy Magántőkealap, as e.g. the GEOSOL Kft and the Mátrai Erőmű Zrt. Upon the impact of the registered capital increases that are being in process even now, the OPUS group will acquire additional significant funds, as a result of which the equity of the company will increase according to expectations with a

further 110 – 120 billion HUF, while the company, being supplemented with these new asset elements, will become one of the decisive industrial and producing company of the Budapest Stock Exchange.

The shares of the company – due to the unbroken investor trust – are decisive on the Hungarian stock exchange. It is a part and a result of this process that the shares of OPUS were classified under the Premium category by the Budapest Stock Exchange on October 2, 2017. The shares of OPUS were introduced into the BUX index basket with the 5th greatest weighting of 1.93 % on March 19, 2018, based on the proportion of shares owned by the public and the weighting factors. And they are included in the BUMIX basket in the first position, with the greatest weighting of 18.45 %. The OPUS share starting with September 2017 became also a part of the CECE index of the Wiener Börse AG, which is due to the extent of capitalisation and of the turnover.

The long term strategic objective of OPUS GLOBAL Nyrt continues to be to invest into potential and well prospering companies, which through their operation contribute to the successfulness of the company group, with stabilising the exchange rate of its shares. More information is available about the company at: <http://opusglobal.hu/hirek/kozlemlenyek/>).

- 2.2.2 The **REPRO I. Magántőkealap** was registered by the Supervision upon the request of Konzum Befektetési Alapkezelő Zrt, its manager on January 23, 2018, under number 6122-57 in line with Section 65-69 of the Kbtv, as a private capital fund. The registered capital of REPRO I. Magántőkealap is 2,500,000,000.- HUF (that is two billion five hundred million forints). The Fund sells its investment notes in a closed circle, within Hungary, through MKB Bank Zrt that takes care of the selling tasks.

The Fund Manager allows the subscription of or purchasing the investment notes of the Fund for professional investors, who wish to invest into companies, collective investment forms of that are active in the areas of energetics, real estate selling, real estate management, real estate utilisation and development, asset management or which possess these kinds of investments, and into companies that deal with capital market deals, management of funds, financial services, consulting in Hungary. The Fund Manager established the Fund for a period that will last until November 06, 2027. The Fund Manager – based on the resolution of its primary organisation issued in connection with this subject – may extend the duration of the Fund in line with Section 67 (9) of the Kbtv.

- 2.2.3 The **KONZUM PE Magántőkealap** was registered by the Supervision upon the request of Konzum Befektetési Alapkezelő Zrt, the manager of the fund, on July 18, 2016, under number 6122-44, as a private capital fund, in line with section 65-69 of the Kbtv. The registered capital of KONZUM PE Magántőkealap is 15,750,000,000.- HUF (that is fifteen billion seven hundred fifty million forints). The KONZUM PE Magántőkealap was established by the Manager of the Fund for a duration of six full calendar years. Subsequently, the Manager of the Fund – based on the resolution of its primary organisation concerning this issue – extended the duration of the Fund, in line with Section 67 (9) of the Kbtv until the day of July 31, 2026.

The Fund Manager allows the subscription or purchasing the investment notes of the Fund, who wish to invest according to the objective of the Fund. The objective of the Fund is to invest its capital into companies that have interests in the area of tourism, accommodation services, as well as the money market, investment and capital market operating in Central-East Europe and primarily within the territory

of Hungary. The most important investments of KONZUM PE Magántókealap that have been implemented so far:

- a) HUNGUEST Hotels Szállodaipari Zrt. (Registered Seat: 1191 Budapest, Vak Bottyán utca 75. A-C. ép., Company Register Number: Cg. 13-10-041729), in which the KONZUM PE Magántókealap has indirectly altogether an ownership share of 33.27 %. The HUNGUEST Hotels Szállodaipari Zrt. (Registered Seat: 1191 Budapest, Vak Bottyán utca 75. A-C. ép.) is one of the biggest hotel chains of Hungary;
- b) 33.28 % direct share in KONZUM Befektetési és Vagyonkezelő Nyilvánosan Működő Részvénytársaság (Registered Seat: 1065 Budapest, Révay utca 10. II. em.; Company Register Number: 01-10-049323); és
- c) 20.27 % direct share in OPUS GLOBAL Nyilvánosan Működő Részvénytársaság (Registered Seat: 1065 Budapest, Révay utca 10.; Company Register Number: 01-10-042533).

2.2.4 The **Konzum Befektetési Alapkezelő Zrt** was founded with its deed of foundation dated April 16, 2007, and its registered capital is 100,000,000.- HUF (that is one hundred million forints). The number of the permit it received from the Supervision is: H-EN-III-96/2014, and its date is: October 31, 2014. This Fund Managing company focuses its activity primarily on companies that have tourism, places of accommodation services, money and capital market and real estate interests/investments within Hungary, into companies and real estates that operate in this field. Therefore, in line with this, the management of real estate and private capital funds fit into the strategy of the Fund Manager. The assets managed by the Fund Manager exceed 100 billion HUF. The company manages the following funds:

- a) REPRO I. Magántókealap;
- b) KONZUM II Ingatlanbefektetési Alap;
- c) KONZUM PE Magántókealap;
- d) METIS Magántókealap;
- e) METIS 2 Magántókealap.

2.3 The persons, who act in a harmonised way in the course of acquiring the influence

2.3.1 The Bid was submitted was done in view of the procedure of the Bidders, as Persons Acting in a Harmonised Way, in line with Section 5 (1) and Section 68 (3) of the Tpt. The Persons Acting in a Harmonised Way are (i) the OPUS Global Nyrt, (ii) the REPRO I. Magántókealap, (iii) the KONZUM PE Magántókealap, and (iv) the Konzum Befektetési Alapkezelő Zrt.

2.3.2. The Persons Acting in a Harmonised Way present this Bid to the Shareholders jointly.

2.4 The extent of the influence of Bidders, as Persons Acting in a Harmonised Manner within the Target Company at present

- 2.4.1 Bidders, as persons acting in a harmonised manner had no influence within the Target Company in any form until the day of May 22, 2018.
- 2.4.2 Certain Shareholders of the Target Company and KONZUM PE Magántőkealap, as the purchase beneficiary contracts were signed on the day of May 22, 2018 for a defined period – for the period that lasts until the day of December 31, 2018 – that establish purchase rights concerning the registered shares of the Shareholders of the Target Company, involving altogether **501,475 registered shares** representing an influence of **27.383732 %**¹, in respect of which KONZUM PE Magántőkealap exercised its optional right until the day of submitting this Bid partially, in respect of **427,745** shares representing an influence of **23.357604 %** on the day of June 6, 2018.
- 2.4.2 Specific shareholders of the Target Company and KONZUM PE Magántőkealap, as purchase beneficiary signed contracts that established purchase right for a defined duration – for the period that extends until December 31, 2018 – on the day of May 23, 2018 concerning **297,046** registered shares owned by the specific Shareholders, representing an influence of **16.220605 %**, which optional right was exercised by OPUS GLOBAL Nyrt, based on being appointed by Konzum PE Magántőkealap until the presentation of this Bid, involving **187,116 shares** representing an influence of **10.217726 %** on the day of June 6, 2018.
- 2.4.3 As a result of partially exercising all these purchase rights until the day of presenting this Bid the influence acquired by Bidders in the Target company exceeded on the day of June 6, 2018 the quantity that is defined in Section 68 (1) of the Tpt, and the Bidders do actually have **614,861** shares that represent **33.57533 %** ownership ratio of the Shares.

Due to these reasons, Bidders must submit a purchase proposal within the deadline that is included in Section 68 (2) of the Tpt.

| NAME OF BIDDER | NUMBER OF SHARES, ITEM | EXTENT OF DIRECT INFLUENCE (%) | EXTENT OF INDIRECT INFLUENCE (%) | TOTAL (%) |
|------------------------------------|------------------------|--------------------------------|----------------------------------|-----------|
| OPUS GLOBAL Nyrt. | 187,116 | 10.217726 | 23.35760 | 33.57533 |
| REPRO I. Magántőkealap | 0 | 0 | 33.57533 | 33.57533 |
| KONZUM PE Magántőkealap | 427,745 | 23.357604 | 10.21772 | 33.57533 |
| Konzum Befektetési Alapkezelő Zrt. | 0 | 0 | 33.57533 | 33.57533 |
| | 614,861 | 33.57533% | | |

- 2.4.4 Contracts establishing purchasing rights were signed between some of the shareholders of the Target Company and KONZUM PE Magántőkealap, as the beneficiary **on the day of May 25, 2018** for a defined period – for the period that

¹ All the influence given in this Bid was determined with taking into consideration the data that were given in the other information section of „Voting rights and the size of the basic capital at the 4iG Nyrt on May 31, 2018” by the Target Company, based on the number of shares issued by the Target Company minus the number of its own shares (1,880,000 – 48,712=1,831,288)

lasts until December 31, 2018 – concerning **50,000** registered shares owned by some of the Shareholders of the Target Company, representing an influence of **2.730318 %**-, the operation right corresponding to which was not exercised by the Konzum PE Magántőkealap or any person appointed by it until the submission of this Bid, also in view of the provisions of the Tpt.

2.4.5 However, altogether by the time, when this Bid is presented KONZUM PE Magántőkealap, and the person appointed by it already obtained or may obtain disposal right in connection with shares that provide voting rights in respect of **614,861 already called down shares** and an additional **233,660 shares** (altogether **848,521 shares**) of the registered capital of the Target Company each of a nominal value of 1,000.- HUF (that is one thousand forints), which means altogether an influence of **46.334656 %** within the Target Company (33.57533+12.759326). Target Company, as issuer published its information concerning the influence acquiring of Bidders in line with Section 55 (2) of the Tpt on the day of June 6, 2018, with simultaneously informing the Supervision.

2.4.6 Specific shareholders of the Target Company and OPUS GLOBAL Nyrt signed further contracts targeting the ownership acquiring of the Bidders concerning altogether **72,300** registered shares of the Target Company ensuring an influence of **3.948049 %**. It is a prerequisite of performing the deals defined in the contract – that is of acquiring Shares by OPUS Global Nyrt – is the following in connection with the “intertwining” the Economic Competition Authority

- (i) It issues an supervision certificate in line with Section 43/N (1) b) of the Tpvrt, or
- (ii) It permits the “intertwining” without any conditions and obligation undertakings in the course of the competition supervision procedure, not including here those conditions and obligation undertakings, which are obligations that do not have a real impact (formal) on the transaction corresponding to this Contract or on the Buyer or on the company group that is directed by the Buyer, or which Parties have accepted in advance, or
- (iii) according to its decision or information there is no need for the permit of the Economic Competition Authority.

2.4.7 Therefore, the Bidders, as Persons Acting in a Harmonised Manner at the time of the Bid made within the lawful deadline – after the publication of the Bid, defined in Section 55 (2) of the Tpt done due to the reason of Section 68 (2) of the Tpt – will have an influence of **33.57533 %**, in case KONZUM PE Magántőkealap, or the person appointed by it will exercise its calling down right in respect of all the shares that are defined in the contract that ensures the purchasing rights, provided in respect of the issues of the further contracts targeting the acquired of further ownerships and the “intertwining” existing on the basis of them, the GVH will pass its decision defined in Point 2.4.5, in the present Bid, without the offer of the Accepting Shareholders, it will be able to have an influence of altogether **50.28272 %** within the Target Company according to the following break-down:

| NAME OF BIDDER | NUMBER OF SHARES (ITEM) | EXTENT OF DIRECT INFLUENCE (%) | EXTENT OF INDIRECT INFLUENCE (%) | TOTAL (%) |
|------------------------|-------------------------|--------------------------------|----------------------------------|-----------|
| OPUS GLOBAL Nyrt. | 259,416 | 14.165 | 36.115 | 50.28 |
| REPRO I. Magántőkealap | 424,260 | 23.167 | 27.113 | 50.28 |

| | | | | |
|---|----------------|--------------|--------|-------|
| KONZUM PE Magántőkealap Konzum Befektetési Alapkezelő Zrt. | 237,145 | 12.949 | 37.331 | 50.28 |
| | 920,821 | 50.28 | 50.28 | 50.28 |

2.5 The Administrator

Bidders, based on Section 68 (4) of the Tpt, for administering the acquiring of the influence through the Bid, assigned an administrator for carrying out the service corresponding to Section 5 (2) d) of the Bszt, which has an supervision permit that was issued by the Supervision. The Administrator assigned by bidders is the **MKB Bank Zártkörűen Működő Részvénytársaság**, Registered Seat: 1056 Budapest, Váci u. 38.; Company Register Number: Cg. 01-10-040952; Tax Number: 10011922-4-44; registered capital 100,000,000,000.- HUF (that is one hundred billion forints), the number of its MNB (PSZÁF) permit: III/41.005-3/2001.

3. THE BID PRICE

3.1 The amount of the Bid Price

The Bid Price offered by Bidders for the Shares is **2,942.-** HUF that is two thousand nine hundred forty-two forints per share, which is a minimum price that is calculated according to the mandatorily applicable provisions of the Tpt, that is, in the present case it is its stock exchange average price weighted with the daily turnover of the 180 (one hundred eighty) days of the period that preceded the submission of the Bid to the Supervision. The Bid Price will be exclusively paid in cash, in Hungarian forints. The method of calculating the Bid Price is introduced in Point 3.2 below.

3.2 The method of calculating the Bid Price

3.2.1 The Bid Price was defined by Bidder based on the provisions of Section 72 of the Tpt. 72 with taking into consideration the following data and aspects. The Shares are securities that are introduced to the regulated market, accordingly the Bid Price has to reach the highest amount from among the following amounts:

- (i) *The stock exchange average price of the shares of the Target Company weighted with the turnover of the 180 (one hundred eighty) days that preceded the submission of the Bid to the Supervision*

The stock exchange average price of the shares of the Target Company weighted with the turnover of the 180 (one hundred eighty) days that preceded the submission of the Bid to the Supervision was **2,941.80 HUF** that is two thousand nine hundred forty-one 80/100 forints.

- (ii) *The highest price of the transfer contract signed between the Bidders and the connected persons for the registered shares of the Target Company 180 (one hundred eighty) days prior to the submission of the Bid*

The highest purchase price that was paid by the Bidders and the connected persons on the basis of any transfer contract signed for the registered shares of the Target Company within the period of 180 (*hundred eighty*) days preceding the submission of the Bid as **0.00** HUF that is zero forints per Shares.

- (iii) *The stock exchange average price of the shares of the Target Company weighted with the turnover of the 360 (three hundred sixty) day that preceded the submission of the Bid to the Supervision*

The stock exchange average price of the shares of the Target Company weighted with the turnover of the 360 (three hundred sixty) day that preceded the submission of the Bid to the Supervision was **2,801.63** HUF that is two thousand eight hundred and one 63/100 forints.

- (iv) *The total sum of the calling down price and fee determined in the contract in the case of a purchase, redemption right enforced by the Bidders and the connected persons within 180 (one hundred eighty) days prior to the submission of the Bid to the Supervision.*

The total sum of the calling down price and fee determined in the contract in the that established the purchase right that was enforced in connection with the registered shares of the Target Company by the Bidders and the connected persons within 180 (*one hundred eighty*) days prior to the submission of the Bid to the Supervision was **1392.-** HUF that is one thousand three hundred ninety-two forints per Share. Redemption right enforcement did not take place by Bidder and the connected persons in respect of the registered shares of the Target Company within the period of 180 (*one hundred eighty*) days preceding the submission of the Bid.

- (v) *The total sum of the calling down price and fee in the case of a purchase, redemption right determined in the agreement that was signed within 180 (one hundred eighty) days prior to the submission of the Bid to the Supervision by the Bidders and the connected persons*

The total of the calling down price and of the fee defined in the contract that established the purchase right, signed for the registered shares of the Target Company, within 180 (*one hundred eighty*) days prior to the submission of the Bid, by the Bidders and the connected persons is **0.-** HUF that is zero forints per Share. The Bidder and the connected persons did not sign any agreement within the 180 (one hundred eighty) days period preceding the submission of the Bid that included a redemption right concerning the registered shares of the Target Company.

- (vi) *Based on the agreement that was signed by Bidders and the connected persons within 180 (one hundred eighty) days prior to the submission of the Bide to the Supervision the price that was received for the harmonised exercising of the voting right*

Bidders and the connected persons did not sign any agreements that concerned the harmonised exercising of the voting right in exchange for a price within the period of 180 (one hundred eighty) days prior to the submission of the Bid.

- (vii) *The value of equity per Share*

Based on the last annual report accepted by the general assembly of the Target Company (concerning business year 2017), attested by the auditor, consolidated according to the international financial report preparation standards the value of equity per share was **1,392.35** HUF, that is, one thousand three hundred ninety-two forints and thirty-five fillers.

3.2.2 2,941.80 HUF that is two thousand nine hundred forty-one 80/100 forints was the highest amount from among the amounts that were established in Point 3.2.1 above, and the Bid Price was defined as an amount that is higher than this, that is, in the amount of **2942.-** HUF that is in two thousand nine hundred forty-two forints.

3.3 The method of paying the Bid Price and its deadline, the legal consequences of late performance

3.3.1 Bidders will pay to the Shareholders, who accept the bid in a valid manner fully in cash (exclusively in Hungarian forints) the amount of the purchase price corresponding to the multiplication product of the Bid Price and the quantity of Shares sold in the Accepting statement, as the Share Purchase and Sale Contract within five (5) working days after the Closing Day by transfer to either the bank account or client account that is managed at the financial account manager located in Hungary given either in the Accepting Statement or in Appendix 5.

3.3.2 As the coverage for the performance of the Bid Price, a credit institution having its registered seat in Hungary issues a bank guarantee to Bidder, as the beneficiary of the amount of 2,900,000,000.- HUF (that is two billion nine hundred million forints), which corresponds to the stipulations of 69 (7) c) of the Tpt.

3.3.3 The Bidders draw the attention of the Shareholders to the fact that Bidder has to perform the Bid Price within 5 (five) working days after the Closing Day of the deadline that is open for receiving the Bid, or if as a result of the contents of Point 8.2 of this Bid it is necessary to conduct a procedure at the GVH, after the day of the GVH permit exclusively by transfer, either to the bank account or to the client account that is managed by the Hungarian account manager indicated either in the Accepting statement or in Appendix 5. If the performance of the Bid Price is not done after the above time, Bidder will pay the late performance interest corresponding to the Civil Code after the still non-performed Bid Price. Bidders and the Administrator are not liable for late performance that may occur after the starting of the bank transfer.

3.3.4 If the Bid Price is not paid within 30 (thirty) days after the expiry of the performance deadline, the Accepting Shareholder may cancel the Share Purchase and Sale Contract. The cancellation will become effective against Bidder, when the Administrator receives the written notice sent by the Shareholder concerning the exercising its cancellation right.

3.3.5 In case the Accepting Shareholder exercises its cancellation right, Bidders have to report this fact to the Supervision within 2 (two) working days. The payment of the late performance penalty, the exercising of the cancellation right does not have any impact on the right of the Supervision to apply the penalties that are defined in the Tpt if the rules concerning the payment of the price are violated.

4. THE DEADLINE FOR ACCEPTING THE BID

The deadline for accepting the Bid (the Bid Period) lasts from 9:00 hours of the Starting Day until 12:00 hours of the Closing Day. The Starting Day of the Bid Period is [...], 2018, and its Closing Day is day 30 (thirty) following the Starting Day, or if it is a non-working day, the subsequent first working day, that is, [...], 2018.

5. ALLOCATION OF THE SHARES

- 5.1 Bidders by signing this Bid authorise OPUS Global Nyrt to act in their name and on their behalf in connection with this Bid at the Supervision, the Target Company and the Administrator, and in connection with publishing of the Bid at the Places of Appearance. However, this has no impact on the joint and several liability of Bidders in respect of their communication obligations that are connected to the Bid.
- 5.2 According to the contents of Section 69 (2) h) of the Tpt, Bidders agree about the distribution between the Bidders of the Shares indicated in the Accepting statement in such a manner that the Shares that are offered for purchase by the Accepting Shareholders will be acquired exclusively by OPUS Global Nyrt

6. THE PLACE AND METHOD OF ISSUING THE ACCEPTING STATEMENT

- 6.1 The acceptance of the Bid may be deemed to be valid, if
- i) the number of Shares indicated in the Accepting statement are actually credited on the account of Administrator of number 0070/000018, managed at KELER Zrt within the Bid Period, ***and***
 - ii) the Accepting Shareholder forwards the original, signed copy of the Accepting statement attached as *Appendix 1*, together with the data that have to be indicated on the basis of the Accepting statement and the Filling in Guide and the appendices to be attached to any of the Places of Acceptance at the latest until 12:00 hours on the Closing Day.
- 6.2 Bidders draw the attention of honourable Shareholders to the fact that it is a prerequisite of submitting the Accepting statement to the Places of Acceptance that the number of Shares indicated in the Accepting Statement have been actually credited to the account of Administrator of number 0070/000018 kept at KELER Zrt.
- 6.3 The Accepting statement has to be filled in according to the Filling in Guide in a legible manner and it has to be submitted to one of the Places of Acceptance, together with the appendices that have to be attached on the basis of the Accepting statement or the Filling in Guide. The Accepting statement together with the Filling in Guide may be downloaded from the websites of the Places of Appearance, and it is available to the Shareholders at the Places of Acceptance. The addresses of the Places of Acceptance are included in *Appendix 4* of this Purchase Bid.
- 6.4 The Accepting Shareholder may forward its Accepting statement given to the Bid exclusively personally or through its authorised representative, or by post to the Place of Acceptance.
- 6.5 It is the decision and the risk of the Accepting Shareholder the method it chooses for forwarding the Accepting statement and its connected appendices to the Place of Acceptance, however, the Bid will be qualified as delivered only with their actual receipt. As regards receiving them, the statement of the Administrator has to be accepted, until the contrary is proven. Bidders draw the attention of Shareholders that the responsibility concerning the issuing and/or forwarding of the Accepting statement through an authorised representative burdens the person "entitled to issue" the Accepting statement, that is the Accepting Shareholder, therefore Bidders recommend that Shareholders should deliver the Accepting statement personally to the Administrator.
- 6.6 An Accepting statement delivered by post will be classified as having arrived by the deadline exclusively if it was actually handed over by 12:00 hours on the Closing Day at

the given postal Place of Acceptance. In the case of submission by post, the Accepting Statements have to be sent as a return receipt consignment to the following address:

MKB Bank Zrt.

Értékpapír műveletek / Kassák 222.

Budapest

1821

- 6.7 After the valid acceptance of the Bid the Accepting Shareholder may not withdraw it Accepting statement.
- 6.8 The costs and fees connected to the acceptance of the Bid occurring at the account managing credit institution and the investment service provider of the Accepting Shareholder have to be covered by the Accepting Shareholder.
- 6.9 If the Accepting statement is not signed in representation of a natural person Accepting Shareholder, the name of the signing representative(s) have to be given and the deed that certifies the legal capability of the organisation represented and the representation right of the representative(s) have to be attached (the copy of its company statement not older than 30 (thirty) days) and – provided it exists – the copies of the specimens signature of the representatives.
- 6.10 In the case of acting through an authorised representative, the authorised representative has to submit in addition to the above defined documents his Hungarian language Authorisation, or in case the Authorisation was prepared in a foreign language its attested translation as well. (Bidder recommend to Honourable Shareholders that in case they wish to give the Authorisation in a private deed of full probative force, they should use the text of the recommended authorisation that is attached in Appendix 3 of the Bid. It is not mandatory to use the Authorisation sample, however, the Authorisation has to contain the identification data that are requested in the Authorisation sample). In the case of deed that is issued in Hungary, the Authorised representative may act with an Authorisation that is laid in a private deed of full probative force (being attested by two witnesses) or in a public deed.
- 6.11 In the case of an Authorisation included in a deed issued abroad, it has to be attested by the competent Hungarian foreign representation supervision located abroad (embassy, consulate), or an “over-attestation” (an apostille) has to be attached to a deed that was signed in front of a notary public abroad that certifies the notary public qualification of the notary public, in line with the provisions of the Convention of Hague. According to the bilateral agreements Hungary signed with some states, the signatory states in respect of Authorisations issued abroad do not request any attestation or over-attestation, or the application of the Convention of Hague, they only require notary public signature-attestation. As regards the contents and formal related requirements of these Authorisations, the Accepting Shareholder has to provide sufficient evidence at the time of issuing the Authorisation, provided it exercises the facilitations that are provided by the bilateral agreement. Information may be obtained about the agreement signing states from the Ministry of Public Administration and Justice. The same rules have to be applied in the case of Accepting statements as well that are signed abroad.
- 6.12 The validity of the acceptance of the Bid will be examined by the Administrator representing the Bidders after the expiry of the Bid Period. If the acceptance of the Bid does not fulfil the conditions described in this Point 6, the acceptance of the Bid is invalid. In his case the Administrator will take care of retransferring the Shares to the security account given in Point 1 of the Accepting Statement by the Accepting Shareholder within 5 (five) working days after the Closing Day.

- 6.13 It has no impact on the validity of the Bid, or the acquiring by the Bidders the ownership right that is connected to the Shares. If the submitted acceptance documentation cannot be deemed to be complete, because the Shareholder did not indicate in the Accepting statement the bank account, client account to be used for paying the Bid Price, or it has indicated wrongly, or it is not suitable for receiving the price. In a case like this, the price due to the Shareholders – that was not paid due to the above – will be credited to the accounting account that is managed at the Administrator at the latest on day 6 (six) after the conclusion of the Share Purchase and Sale Contract until the Accepting Shareholder involved does not provide the missing or defective that information in a written statement made at the Administrator, which is necessary for paying the price. If the Shareholder issues the statement at the Administrator, Administrator will take care of the payment of the price within 5 (five) working days after the issuance of this statement. Interest will not be paid by the Bidder or the Administrator, and the Bidder will not be late with performance based on Section 74 (8) of the Tpt, if the payment of the price is not possible due to information that is given defectively in the Accepting statement.
- 6.14 The Bid together with the necessary appendices may be accepted with personal submission at the delegated branch office of the Administrator, during its normal business hours and until 12:00 hours on the Closing day
- 6.15 The addresses and the business hours of the Places of Acceptance are included in Appendix 4 of this Bid.
- 6.16 if the Bid will be terminated due to any reason, the acceptance of the Bid is invalid due to any reason or if the Accepting Shareholder exercised its cancellation right defined above, the Administrator will ensure that after this time, or after the receipt of the cancellation statement by Administrator the Shares will be credited to the securities account of the Accepting Shareholder.
- 6.17 Finally the Bidders draw the attention of those honourable natural person Shareholders belonging under domestic residence, who do not have a tax identifier code yet, that obtaining it is necessary prior to accepting the Bid, since at the time of filling in the Accepting statement, it is mandatory to give the tax identification code of the Accepting Shareholder, in view of the fact that without this the acceptance of the Bid is invalid. It is possible to apply for a tax identification code personally at the tax authority that has residence in respect of the given territory. In Hungary, the competent tax authority will issue a certificate within 15 (fifteen) days on the tax identification code according to expectations, based on which the relevant part of the Accepting statement may be filled in at the time, when the Bid is accepted.

7. THE SPECIFIC ADDITIONAL STATEMENTS OF THE ACCEPTING SHAREHOLDER

- 7.1 By signing the Accepting statement that is included in Appendix 1 of this Bid the Accepting Shareholder undertakes irrevocably to sell to the Bidder (appointed according to the contents of Paragraph 5.2 of this Bid) the number of Shares defined in the Accepting statement, free of litigation, free of encumbrances, free of demands, free of claims, free of pre-emption rights and free of any rights of any third person (including here those organisations as well that are not classified as legal persons, but which are capable of participating in lawsuits), as included in the Bid.
- 7.2 By signing the Accepting statement, the Accepting Shareholder *declares and warrants* that on the day of signing the Accepting statement and on the Closing Day:
- 7.2.1 it is an organisation, that was established and classified as an existing organisation at the place of its foundation, and its acting representative has the legal authority that is required for signing the Accepting statement and for performing the obligations that are included therein, as well as the authorisations that are needed

for signing and performing the Accepting statement (provided the Accepting Shareholder is not a natural person);

- 7.2.2 the Accepting statement is a lawful, valid and mandatory obligation undertaking signed personally or officially by the Accepting Shareholder, or signed by an Authorised representative having an Authorisation;
 - 7.2.3 the Shares offered by the Accepting Shareholder for being purchased are its lawful property, free of encumbrances and free of transfer related restrictions, and the Accepting Shareholder is entitled to sell and transfer them free of litigation, free of encumbrances, free of demands, free of claims, free of pre-exemption rights and free of any rights of any third persons;
 - 7.2.4 signing the Accepting statement and the performance of the obligations it has to perform as a result of accepting the Bid do not violate from the aspect of the Accepting Shareholder and of the Bidders the legal provisions that have to be applied in respect of the Accepting Shareholder, and the fact, that it learned about the Bid did not violate the rules of the law that is to be applied in respect of it or the Bidders
 - 7.2.5 Each data, information given by the Accepting Shareholder in the Accepting statement is accurate, complete and true;
 - 7.2.6 the Bid was accepted irrevocably in respect of the number of Shares that are defined in the Accepting statement. The Accepting Shareholder acknowledges that in case the appropriately identified Shares that are actually transferred to the account of Administrator kept at KELER Zrt under number 0070/000018 deviates from the number of Shares indicated in the Accepting statement, then the acceptance of the Bid is valid in respect of the smaller number of Shares of the number of Shares indicated in the Accepting statement and the Shares that were actually transferred to the account of Administrator kept at KELER Zrt under number 0070/000018;
 - 7.2.7 the Shares were sold together with all the rights that existed in connection with the Shares on the Closing Day or subsequently, including, without any restriction, the voting rights and the right to dividends that are payable after the Shares following the Closing Day; and
 - 7.2.8 if the Share Purchase and Sale Contract is established in a valid manner, after its coming into effect and the payment of the price of the Shares Bidder is entitled to have the ownership rights concerning the Shares into the share book of the Target Company free of all restrictions.
- 7.3. By signing the Accepting statement attached as *Appendix 1* of this Bid, the Accepting Shareholder irrevocable gives its consent to Administrator registering the offered Shares on the securities account, and to Administrator managing the personal data of the Accepting Shareholder included in the Accepting Statement and to forward them to Bidder.

8. THE ESTABLISHMENT OF THE SHARE PURCHASE AND SALE CONTRACT

- 8.1 The Share Purchase and Sale Contract between the Bidder and the Accepting Shareholder with the contents set forth in this Bid will be established on the Effective Day, except if this Bid is terminated in line with Point 9.
- 8.2 Bidders draw the attention to the fact that if Bidders would have an influence in the Target Company that exceeds 50 % as a result of purchasing the Shares that are offered by the

Accepting Shareholders, the Bidders will initiate a competition supervision procedure at the GVH within 2 (two) calendar days after the Closing Day the latest.

- 8.3 The Shareholder acknowledges that in case on the Closing day of the Bid at 12:00 exclusively the Accepting statement or exclusively the transferred Shares are available to the Bidder, or to the Administrator, then the acceptance of the Bid will not be valid.
- 8.4 The Bidder and the Administrator will report the result of the Bid within 2 (two) calendar days after the Closing Day to the Supervision and simultaneously with reporting they will publish it in line with the rules that refer to the publication of the Bid.

9. TERMINATION OF THE BID AND THE SHARE PURCHASE AND SALE CONTRACT ESTABLISHED

- 9.1 This Bid and the Accepting statements will lose their effect with the publication of a counter-bid that is approved by the Supervision based on Section 75 (4) of the Tpt.
- 9.2 In view of Section 74 (5) of the Tpt, the Share Purchase and Sale Contract will not be established, if it becomes necessary to conduct a procedure at GVH in line with the contracts of Point 8.2 of this Bid, and the GVH does not grant the permit of GVH, independently of the extraordinary legal remedy options available against the resolution.
- 9.3 In respect of the Accepting Shareholders the established Share Purchase and Sale Contract will be terminated if the Accepting Shareholder exercises its cancellation right corresponding to Section 74 (8) of the Tpt, referred in Point 3.3.4 of this Bid, and the Administrator received the written shareholder statement covering this.
- 9.4 If this Bid
- (i) in line with Point 9.1, the Bid and the Accepting statements lose their effect, or
 - (ii) in line with Point 9.2, the Share Purchase and Sale Contracts are not established, or
 - (ii) in line with Point 9.3, the already established Share Purchase and Sale Contracts are terminated,

depending on the case Bidders with the contribution of the Administrator ensure that the Shares that are deposited at Administrator in line with this Bid will be retransferred to the securities account that is indicated in the Accepting statement of the Shareholder involved within 5 (five) working day after the time of losing the effect and/or of termination.

10. THE PLACE, WHERE THE BID RELATED ANNOUNCEMENTS ARE PRESENTED

The place where the Bid connected announcements are to be presented is the website that has been established by the Supervision for this purpose (www.kozzetetelek.hu), the website of the Administrator (www.mkb.hu), the website of the Target Company (http://www.4ig.hu/Befektetoi_informaciok.html) and the website of the Budapest Stock Exchange (www.bet.hu).

11. SALES AND PURCHASE RIGHT

- 11.1 Bidders declare that if within three months after the closing of a successful purchase bid procedure Bidders will have an influence in the Target Company of an extent that reaches ninety percent or exceeding it, the based on Section 76/D (1) of the Tpt, Bidders do not

wish to exercise the purchase right in respect of the Shares that did not become their property.

11.2 Independently of the above, in line with the contents of Section 76/D (6) of the Tpt, in case at the time, when the purchase bidding procedure is closed, the influence of the Bidders existing in the Target Company will reach jointly the ninety percent, upon the written request of the owners of the remaining Shares – who did not issue an accepting statement during the Bid Period, however, not including herein the Bidders– mad within 90 (ninety) days after the publication of acquiring the 90 (ninety) percent influence, defined in Section 55 (2) of the Tpt, Bidder must purchase the Shares of these owners as well.

11.3 The price of the Shares has to be even in case the purchase and sale right is exercised has to be an amount that is higher from the Bid Price and the own equity of the Target Company existing as regards a Share. The value that is indicated in the last annual report of the Target Company attested by the auditor has to be taken into consideration as the equity with the condition that the Target Company is obliged to prepare a consolidated report on the basis of the accounting laws and the equity means the consolidated equity.

12. THE PLACE WHERE THE OPERATION PLAN OF THE TARGET COMPANY AND THE REPORT ON THE ACTIVITY OF THE BIDDERS MAY BE VIEWED

The operation plan of the Target Company and the report of the Bidder on its economic activity may be viewed during the Bid Period at the Place of Acceptance during the business hours that are given in *Appendix 4*.

13. DESCRIPTION OF THE RELATION OF THE BIDDER WITH THE TARGET COMPANY

In addition to Bidders being the Shareholders of the Target Company, the Bidders and the Target Company have no relations with each other.

14. PROBABLE CONSEQUENCES CONCERNING EMPLOYMENT

Bidders do not plan any significant change in the management of the Target Company, in its employee composition and staff number (not including here the possibility of the possible increasing of the staff number). Bidders wish to realise the business plans of the Target Company with the primary contribution of the present management and employees.

15. APPLICATION OF THE RULES OF BREAKTHROUGH

The rules of breakthrough included in Sections 76/A-76/C of the Tpt are not applicable in respect of this Bid, in view of the fact, that the Statutes of the Target Company does not contain any related provisions.

16. TAXATION ISSUES

16.1 The following is an indicative summary concerning the acceptance of the Bid, it is a general introduction of the specific tax consequences that will occur at the Shareholder, and it cannot be considered to be a comprehensive description of all the taxation rules, which may have any significance in connection of the acceptance of the Bid by the Shareholder.

16.2 The following summary was prepared on the basis of the Hungarian taxation rules effective on the day of this Bid. If the applicable legislation will change (even if with retroactive effect), the specific tax consequences occurring at the Shareholder may develop otherwise than described below. The tax law consequences connected to the acceptance of the Bid may be deviate from the following in line with the provisions of the

agreements on the prevention of double taxation that may be applicable and the specific circumstances of the Shareholder.

16.3 The following summary cannot substitute the advices that are provided by experts. The Shareholder accepting the Bid has to decide and it is liable for this decision, whether he asks personal financial, legal or tax advices.

16.4 Taxation issues, in case the Accepting Shareholder is an individual belonging under the Hungarian taxation residence

16.4.1 The Hungarian personal income tax consequences may develop differently depending on the type of income obtained by the individual. The income arising from Shares may be in general:

- (i) income obtained from controlled capital market transactions;
- (ii) income obtained from exchange rate profit;
- (iii) income obtained from permanent investment; or
- (iv) income credited on the pension saving account.

16.4.2 The Bid related taxation obligations arising of an individual Shareholder belonging under the Hungarian taxation residence expectably have to be established according to the rules of controlled capital market transactions, however if the Accepting Shareholder acquired the Shares he owns under different legal titles, it is possible that different income tax rules have to be applied for its income arising from the selling of the Shares.

16.4.3 If Appendix 5 of this Bid does not arrive to the Place of Acceptance until the Closing Day of the Bid – in the case of a natural person of domestic residence the certificate that is issued by the investment service provider that implements the transfer of the Shares about the Purchase Value and the accessory costs that incur in connection with the Shares, about its NyESz or TBSZ statuses –, then the Administrators will take into consideration the income arising from the payment of the Bid Price as an income that has arisen from a controlled capital market transaction.

16.4.4 If the Accepting Shareholder does not give its tax identification code, then although the Accepting statement may be submitted at the Places of Acceptance in a valid manner, but the payment of the Bid Price, based on Section 24 (5) of Art has to be refused until the tax identification code of the Shareholder is given.

16.4.5 Income arising from a controlled capital market transaction

If the profit arising from the selling of the Shares is taxable as an income arising from a controlled capital market transaction, then personal income tax is due after it.

The profit or loss has to be established as the difference of the revenue and the total of the Purchase Value and the accessory costs. The profit obtained from a controlled capital market transaction – with determined restrictions – may be reduced by losses that are obtained from other controlled market deals.

The income from controlled capital market transactions is not burdened by health contribution. Personal income tax advance money or health contribution are not deducted from the Bid Price, when it is paid, if it is taxable as income from controlled capital market transactions

16.4.6 Income arising from exchange rate profit

If the profit obtained from selling the Shares is taxable as income obtained from exchange rate profit, then it is burdened with a personal income tax payment obligation.

The profit or loss has to be established as the difference of the revenue and the total of the Purchase Value and the accessory costs. The income obtained from exchange rate profit cannot be reduced with any exchange rate loss that is obtained from other deals.

Bidders have to subtract from the Bid Price the personal income tax advance money. If the Bidders by any chance did not deduct the personal income tax advance money, then the final personal income tax obligation of the Accepting Shareholder have to be established in his year-end tax return.

Based on the Eho act, the income obtained from exchange rate profit is burdened with health contribution as well, until the health insurance contribution and health contribution jointly paid by the Accepting Shareholder does not reach the top limit of the contribution payment according to the Eho tv. The top limit of contribution payment according to the Eho tv. was 450,000.- HUF in year 2017 (that is four hundred fifty thousand forints). (The individual is burdened during the calendar year by the percentage-based health contribution payment obligation, until he does not declare to the disburser that he paid the health insurance contribution or the percentage based health contribution up to the top level of contribution payment.)

Bidders have to deduct the health contribution. If Bidders possibly did not deduct the health contribution, then the Accepting Shareholder has to establish the final health contribution in its personal income tax return submitted for the tax year.

Assuming that the Accepting Shareholder does not declare it otherwise in the Accepting statement and he does not make available the needed data and documents, 15 % personal income tax and 14 % health contribution has to be subtracted from the Bid Price.

16.4.7 Income obtained from long-term investments

If the profit obtained from selling the Shares is taxable as income obtained from long-term investments, then different level of personal income tax is due after it depending on the length of the period until it is tied down.

Moreover, if the income obtained from long-term investments is also burdened with health contribution payment obligation as well, if the tying down is interrupted before the end of the three-year tying-down period. From the Bid Price there is no personal income tax advance money and no health contribution is deducted, if it is taxable as an income from long-term investment. The tax obligation has to be performed by the Accepting Shareholder in his personal income tax return submitted about the tax year.

16.4.8 Income credited to the pension saving account

If the income obtained from the selling of the Shares is credited on a pension saving account corresponding to the provisions of the Szja tv, then it is not burdened with personal income tax and with health contribution either.

If however the income credited on the pension saving account is transferred by the individual to another account prior to his going on pension, the part of the amount transferred that is calculated according to the Szja tv. may be taxable depending on the provisions that are effective at the time of the transfer. According to the regulations effective at the beginning of 2017 the amount of this type has to be considered to be other income from taxation aspect, which together with the income obtained from independent activities and the income obtained from non-independent activities is a part of the consolidated tax base.

The Shareholder may have only one pension saving account that corresponds to the provisions of the Szja tv. and when marking it the distinguishing mark „NYESZ-R” has to be used. The „NYESZ-R” distinguishing mark has to be indicated on each document that is connected to the pension saving account, and therefore on the Accepting statement as well.

16.5 Taxation issues if the Accepting Shareholder is resident in Hungary, but it is not an natural person

In this case no tax (tax advance money) and no health contribution is deducted from the Bid Price. The income obtained from selling the Shares may be burdened with corporate tax, and the loss may be accounted according to the provisions of the Accounting Act and the Tao Act.

The exchange rate profit obtained from selling a share reported according to the provisions of the Tao Act is not burdened by corporate tax, provided certain conditions are met, however in this case the loss may not reduce the corporate tax base either.

If the Accepting Shareholder is a credit institution, a financial enterprise, an insurance or an investment enterprise, the selling of the Shares may also lead to local trade tax and innovation contribution obligation as well.

16.6 Taxation issues, in case the Accepting Shareholder is a natural person, who is not resident in Hungary

In the case of persons, who are not resident in Hungary from taxation aspects, only the Hungarian incomes may be burdened with personal income tax in Hungary. The place of obtaining the income obtained from controlled capital market transactions, from exchange rate profits and from long-term investments is the state of the taxation residence of the natural person. The income obtained from Shares sold is not taxable in Hungary, provided the selling of the Shares is not connected to the economic activity of the Accepting Shareholder implemented through its premises belonging under Hungarian taxation.

No tax (tax advance money) is deducted from the Bid Price, provided it is established about the Accepting Shareholder that it is of foreign residence in line with the contents of Point 7 of Appendix 4 of Art, that is, if the Accepting Shareholder has such an account at the Administrator, that belongs under due diligence investigation corresponding to Act XXXVII of year 2013 (Aktv), or it is opening now an account of this type, and based on the due diligence investigation process its foreign residence is established, or if the Accepting Shareholder does not have an account of this type at the Administrator, it has to certify its tax residence being abroad, by the English language copy of a deed issued by the tax authority abroad (residence certificate) or its Hungarian language professional translation, or the copy of any of these. If the Accepting Shareholder does not issue a statement on its tax residence, and it does not certify its foreign tax residence, then it has to be considered to be resident in Hungary from taxation aspects.

16.7 Taxation issues in case the Accepting Shareholder is not resident in Hungary from taxation aspect, and if it is not a natural person either

There is no tax liability generated in Hungary after the Bid Price, provided the selling of the Shares is not connected to the economic activity of the Accepting Shareholder done through its premises of Hungarian taxation residence.

17. GOVERNING LAW, COMPETENT COURT

- 17.1 This Bid was prepared according to the legislation of Hungary, and exclusively the law of Hungary has to be applied in respect of it.
- 17.2 The Bid was prepared on the basis of the Tpt that was effective on the day when it was submitted to the Supervision, and when interpreting it the same has to be applied.
- 17.3 In the case of a legal dispute that is connected to this Bid or the Share Purchase and Sale Contract established between the Bidders and the Shareholder by accepting this Bid the exclusive authority scope and jurisdiction of the Money and Capital Market Court of Arbitration (H-1055 Budapest, Markó u. 25.; postal address: H-1535 Budapest, Pf.: 823.) is stipulated.
- 17.4 The Accepting Shareholders by accepting the Bid do expressly accept this legal and court of arbitration condition.

18. LIABILITY OF THE BIDDERS

Bidders declare that the data and information included in the Bid are fully true and they did not conceal any fact or data which has any importance from the aspect of the judgement of the Bidder and the Bid. Bidder has to refund the damage that is caused as a consequence of the misleading content of the Bid or as a consequence of the concealment of any information.

19. OTHER SIGNIFICANT CIRCUMSTANCES THAT INFLUENCE THE BID

Bidder, by signing this Bid declares that there is no additional significant circumstance, relevant information that is not explored in this Bid that could influence this Bid.

Budapest, June 7, 2018

Appendix 1 (Accepting Statement)

ACCEPTING STATEMENT

for each Share of **4IG Nyilvánosan Működő Részvénytársaság**
(registered seat: 1037 Budapest, Montevideo utca 8.) at _____ HUF Bid Price

for accepting the joint public purchase offer of **OPUS GLOBAL Nyilvánosan Működő Részvénytársaság** (Registered Seat: 1065 Budapest, Révay utca 10., Company Register Number: 01-10-042533; Tax Number: 10931246-2-42), a **REPRO I. Magántőkealap** (MNB Registration Number: 6122-57), a **KONZUM PE Magántőkealap** (MNB Registration Number: 6122-44), and **Konzum Befektetési Alapkezelő Zártkörűen Működő Részvénytársaság** (Registered Seat: 1026 Budapest, Riadó utca 1-3., Company Register Number: 01-10-045654; Tax Number: 13960904-2-41).

We draw the attention of honourable Shareholders that the acceptance of the Bid may be considered to be valid only if the Shareholder has the number of Shares indicated in the Accepting statement transferred before the submission of the Accepting statement in line with the contents of the Bid to the securities account of Administrator kept at KELER Zrt under number 0070/000018 and it meets all the other validity conditions that are stipulated in this Bid.

1. Data of the Accepting Shareholder

Name: _____
Name at birth: _____
Citizenship: _____
Address / Registered Seat: _____
Phone Number: _____
Tax identification code / Tax number: _____
Personal certificate / passport
number and issuing authority
/ company register number: _____
Birth name of mother: _____
Place / country and time of birth: _____

Please, UNDERLINE, to which Hungarian account you wish to have the Bid Price transferred and please give the data of the selected account.

- 1.) I ask the Bid Price to be transferred to my own bank account (except in the case of NYESZ and TBSZ accounts):

The bank account number of the Shareholder: _____ - _____ - _____

- 2.) I ask the Bid Price to be transferred to the client account managed by my securities account manager (except in the case of NYESZ and TBSZ accounts):

The name of the manager of the securities account: _____
Address of the manager of the securities account: _____
Bank account number of the manager of the securities account: _____ - _____ - _____

Number of the client account of the Shareholder: _____

Number of the securities account of the Shareholder: _____ - _____ - _____

In the case of NYESZ or TBSZ accounts the transfer of the Bid Price is performed to the financial account that is given by the investment service provider filling in Appendix 5, starting the transfer.

2. Shares

The number of Shares, in respect of which I accept the Bid is:
_____ shares that is in text: _____ shares.

3. The taxation residence of the Accepting Shareholder

___* Hungary

___* Other. Please define the country: _____

___* I declare that there is an agreement between Hungary and the above defined country in effect on preventing double taxation, and from the aspect of the application of this agreement I have a tax residence in the above determined country. According to the provisions of the agreement, the exchange rate profit realised in connection with selling the Shares may be taxed exclusively in the country of my residence. I attached the original copy of the tax residence certificate to this Accepting statement.

4. Obligation undertaking of the Accepting Shareholder

By signing the Accepting Statement I undertake liability for the correctness of the statements included in the accepting statement and its appendices and the data told, as well as the authenticity of the attached documents.

I acknowledge that the Bid Price has to be paid by bank transfer, in Hungarian forints.

Hereby I declare that as regards the taking over and acceptance of the Bid by me I fully meet the requirements of the law system that refers to me, including the obtaining of the possibly needed permits and approvals, and the publication of the announcement and the payment of the levies and other obligations.

I do accept that

- (i) the detailed conditions of the validity of acceptance are included in the Bid, which I got fully acquainted with;
- (ii) in harmony with the contents of the Bid, the Accepting statement filled in according to the Filling in Guide establishes a mandatory Share Purchase and Sale Contract between me and the Bidder that is appointed based on Point 5.2 of the Bid, and
- (iii) the Accepting Statement cannot be withdrawn.

Hereby I irrevocably give my consent to Administrator to register the Shares offered by me on the securities account.

In respect of the Bid and its acceptance the law of Hungary is the governing law. I do accept that in respect of any dispute that is connected to the Bid or the Accepting statement the Money and Capital Market Permanent Court of Arbitration corresponding to Section 376 of the Tpt should issue the decision exclusively and finally in line with its own procedure regime.

5. Signature

Date: _____

Signature: _____

Place: _____

Name/names and position/positions
of signatory/signatories written with printed letters: _____

Address/addresses of signatory/signatories written with printed letters: _____

- * acts personally (or as the representative entitled to sign in the name of the legal person company)
 * authorised representative

***Please mark with an X the case that refers to you!**

- | | |
|--------------------------------|--------------------------------|
| 1. Signature of Witness: _____ | 2. Signature of witness: _____ |
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |

6. Appendices

* an authorisation laid in a private of full probative force or public deed (in the case of a foreign date, signed in front of a notary public and with an attached apostille or consulate over-authentication), if the Shareholder does not act personally, and in the case of an authorisation written in a foreign language, its attested Hungarian translation;

* a certificate on the fact that the Shares were transferred and credited to the account of Administrator kept at KELER Zrt under number 0070/000018;

* if Shareholder is not classified according to the Hungarian taxation legislation an entity that has Hungarian tax residence: the original copy of the residence certificate, and if the agreement signed with the country of the residence of the Shareholder on the avoidance of double taxation has a significance, a statement (original copy) on whether the Shareholder is classified a profit gainer in respect of the disbursal and the attested Hungarian language translation of these;

* in the case of a natural person of Hungarian residence, the certificate issued by the investment service provider implementing the transfer of the Shares, corresponding to Appendix V about the value that was spent on acquiring the Shares, and about the auxiliary costs that occurred in connection with the Shares, about the status of NYESZ or TBSZ;

* in the case of a non-natural person Shareholder accepting the Bid the deed that certifies the legal capability of the organisation represented and the representation right/rights of the representative/representatives (a company extract that is not older than 30 (thirty) days) and the signature sample of the representatives;

***Please mark with an X mark the appendices that have to be attached in your case!**

Appendix 2 (Filling in Guide)

FILLING IN GUIDE

We ask you, that in case you accept the Bid, indicate it by filling in and signing the Accepting Statement and by forwarding its original copy to the Place of Acceptance. The Accepting Statement has to be read together with the Bid, and the terms and expressions used in the Accepting Statement have the meanings that are defined in the Bid.

If you have any questions in connection with filling in the Accepting Statement or the Bid or its acceptance, please call the Administrator at phone number 36-40-333-666 (menu item 3).

Filling in and signing the Accepting Statement and forwarding it to the Administrator means that you accept all the conditions included in the Bid.

You have to submit the Accepting Statement either personally or laid in a private deed of full probative force by you or laid in a public deed through a representative authorised with an authorisation to the Administrator or in another manner that is defined in the Bid.

If you accept the Bid, you have to transfer the Shares within the period open for accepting the Bid to the Administrator, to its securities account kept at KELER Zrt under number 0070/000018.

The Bid Price has to be paid in Hungarian forints in line with the contents of Appendix 4 of the Bid.

The result of the Bid will be reported by Bidders or the Administrator within 2 (two) calendar days after the Closing Day to the Supervision and simultaneously with this they take steps in order to publish it in a manner that corresponds to the Bid.

1. Data of the Accepting Shareholder

Please give you identification data. In the case of natural persons of domestic residence it is mandatory to give the tax identification code or the tax number, without this the acceptance of the Bid is invalid!

If the domestic natural person Shareholder does not have a tax identification code, he must request it prior to accepting the Bid, since giving the tax identification code is indispensable for filling in the Accepting Statement.

Please give the data of that bank account/client account to which you ask the payment of the Bid Price.

2. The Shares

please give the number of those Shares in respect of which you accept the Bid.

3. The tax residence of the Accepting Shareholder

This point has to be filled in only by natural persons.

Please indicate with an X mark the country, where you are resident from taxation aspect. If you did not mark your tax residence, then we will consider you to have a Hungarian residence from the aspect of personal income taxation!

If from the aspect of taxation you do not have a Hungarian residence, please mark with an X mark, whether there is an agreement in effect between Hungary and the country you defined on avoiding double taxation, and from the aspect of the application of the agreement, whether you have a tax law related residence in the country you defined. If the exchange rate profit achieved by you is not taxable in Hungary according to the

above, then you have to certify your residence abroad with the residence certificate that is issued by the foreign tax authority and the original copy of its attested Hungarian language translation, which certificates have to be attached to this Accepting Statement. If this has any significance according to the agreement for the prevention of double taxation concerning you, please attach the statement (its original copy) on whether you are classified a profit gainer in respect of the income acquired through the selling of the Share, and please attach the attested Hungarian translation of this statement as well.

4. Commitments

Please read it through carefully, you do not need to fill in anything.

5. Signature

For the valid acceptance of the Bid please by all means sign the Accepting Statement. If you sign the document in the representation of a non-natural person, please give your name and your official position as well, and please attach the legal capability of the organisation represented and the document that certifies the representation right of the representative(s) (the copy of its company extract not older than 30 (thirty) days) and the signature sample of the representatives.

Please mark with an X mark whether you will act personally or through an authorised representative. If you act as an authorised representative, please hand over your identification data requested in the text of the Authorisation aht is included in *Appendix 3*. The original authorisation laid either in a public deed or a private deed of full probative force (in the case of an authorisation dated abroad, signed in front of a notary public and with an attached apostille or consulate over-authenticaiion, and in the case of an authorisation prepared in foreign language simultaneously with attaching its attested translation) has to be attached to the Accepting Statement.

6. Appendices

Please mark with an X mark the appendices you attached to the Accepting Statement!

Please check one more, whether all the cells involving you was filled in, and you attached all the appendices that are marked with an X mark. The Accepting Statement and the needed appendices have to arrive to the Administrator at the latest by 12.00 hours of the Closing Day of the period that is available for accepting the Bid.

If on the Closing day exclusively the Shares are or exclusively the Accepting Statement is available at the Administrator, the acceptance of the Bid is invalid.

Appendix 3 (Authorisation sample)

AUTHORISATION

– SAMPLE –

Undersigned

Name/Company Name

Home address/Registered Seat:

Maiden name of mother:

Tax identification code:

Personal identification certificate/company register number or tax number:

hereby I authorise

Name/Company Name: _____

Home Address/Registered Seat:

Maiden name of mother:

Personal identification certificate/company register number or tax number:

OPUS GLOBAL Nyilvánosan Működő Részvénytársaság (Registered Seat: 1065 Budapest, Révay utca 10., Company Register Number: 01-10-042533; Tax Number: 10931246-2-42), to act with full authority in my representation in connection with the public purchase bid made by **REPRO I. Magántőkealap** (MNB registration number: 6122-57), **KONZUM PE Magántőkealap** (MNB registration number: 6122-44), and **Konzum Befektetési Alapkezelő Zártkörűen Működő Részvénytársaság** (Registered Seat: 1026 Budapest, Riadó utca 1-3., Company Register Number: 01-10-045654; Tax Number: 13960904241) (the „**Bidders**”) for the shares of **4IG Nyilvánosan Működő Részvénytársaság** (Registered Seat: 1037 Budapest, Montevideo utca 8.) („**Target Company**”) (thus especially in my name and on my behalf to accept the public bid), and to represent me with full authority at the Bidder, at the Target Company and at the MKB Bank Zártkörűen Működő Részvénytársaság, as the administrator.

Dated: _____, _____, 2018.

Authorising party

Name of the signing person (with printed letters):

Position:

I accept the above authorisation:

Authorised representative

Name of the signing person (with printed letters):

Position:

- | | |
|--------------------------------|--------------------------------|
| 1. Signature of witness: _____ | 2. Signature of witness: _____ |
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |

*The recommended text of the authorisation

Appendix 4 (List of the Places of Acceptance)

LIST OF THE PLACES OF ACCEPTANCE

Those branches of MKB Bank Zártkörűen Működő Részvénytársaság, which participate in implementation:

1. 1056 Budapest, Váci u. 38.

Business hours:

| Monday | Tuesday – Thursday | Friday |
|---------------|-------------------------------|---------------|
| 8.00-17.30 | 8.00-16.30 | 8.00-15.00 |

Appendix 5 (Statement of the registration of the securities and on their Purchase Value)

STATEMENT

on the registration of and purchase data of the securities that are transferred for the public purchase offer that refer to all the registered shares of **4IG Nyilvánosan Működő Részvénytársaság** (Registered Seat: 1037 Budapest, Montevideo utca 8.)

Undersigned, as the escrow manager I declare that the registration and purchase data of the number of shares of 4IG Nyilvánosan Működő Részvénytársaság that were transferred on the day of today to the securities account of MKB Bank Zrt kept at KELER under number 0070/000018 are the following:

Name of client:
Name at birth:
Citizenship:
Address:
Phone number:
Tax identification code/tax number:
Personal identification certificate/passport number and the issuing authority:
.....
Maiden name of mother:
Place/country and time of birth:

Number of securities:
Account type:
Date of acquiring:
Purchase price:
Auxiliary costs:

Number of securities:
Account type:
Date of acquiring:
Purchase price:
Auxiliary costs:

Number of securities:
Account type:
Date of acquiring:
Purchase price:
Auxiliary costs:

Please transfer the price of securities dispatched from the NyESz and TBSZ accounts to the financial account of the appropriate type:

NyESz-R: ----- - ----- - -----
TBSZ 2010: ----- - ----- - -----
TBSZ 2011: ----- - ----- - -----
TBSZ 2012: ----- - ----- - -----

Dated:

Name of service provider:

Official signature of service provider: