



**A 4iG Nyrt. rendkívüli tájékoztatása**  
a Space-Communications Ltd. részvények 51%-ának  
megszerzésére irányuló szerződés aláírásáról

A 4iG Nyrt. („4iG”) tájékoztatja a tőkepiaci szereplőket, hogy egy olyan több feltételtől függő tranzakció során, amelynek célja a részvények 51%-os megszerzése az Space-Communications Ltd.-ben. (a továbbiakban: Spacecom), a 4iG és az Antenna Hungária Zrt. közös leányvállalata, a Hungaro Digital Kft. („Vevő”, „HDT”) és a Space-Communications Ltd. adásvételi szerződést kötöttek. A Spacecom egy vezető izraeli műholdas állandóhelyű műsorszóró és kommunikációs szolgáltató, amely üzemelteti az AMOS négy különböző geoszinkron pályán álló műholdnak műholdflottáját, ezzel világszerte sugárzott és szélessávú műholdas szolgáltatásokat kínál ügyfeleinek. A tel-avivi Értéktőzsdén bejegyzett Spacecom 2020-ban 88 millió USD árbevétellel és 52 millió USD EBITDA-val rendelkezett.

A Spacecom 2021. június 15-i, a Társaságban tervezett befektetésre vonatkozó, nem kötelező érvényű szándéknyilatkozatának végrehajtásáról szóló bejelentését követően a 4iG ezúton bejelenti, hogy 2021. október 11-én kötelező érvényű részvény adásvételi szerződést kötött a Spacecom és a Vevő, a HDT, amelyek értelmében a Spacecom részvényt bocsát ki a Vevőnek, amely a kibocsátást követően, a kibocsátott és fennálló alaptőke és szavazati jog 51%-át teszik ki (részben felhívva<sup>1</sup>).

A Tranzakció zárásakor a Spacecom kivételes, zárt ajánlat keretében 26.028.593 darab törzsrészvényt bocsát ki a Vevőnek, amelyek a kibocsátásukat követően a kibocsátott és fennálló alaptőke és a szavazati jogok körülbelül 51%-át teszik ki, összesen 221 243 040 ILS összegért cserébe (tükrözve a 8,5 ILS részvényenkénti árat) („Vételár” és „Kivételes, zárt ajánlat”).

Tájékoztatjuk a tőkepiaci szereplőket, hogy a tranzakció megvalósulásának feltétele, hogy azt a Spacecom részvényesi a közgyűlésükön, valamint az érintett hatóságok és más harmadik felek jóváhagyjanak. Ezen jóváhagyások természetüknél fogva nincsenek a Társaság irányítása alatt.

Mellékletben csatoljuk a Spacecom Tel-avivi Értéktőzsdén megjelent közleményét.

Budapest, 2021. október 12.

**4iG Nyrt.**

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1. számú Melléklet

[UNOFFICIAL TRANSLATION]

Space-Communication Ltd.  
(the “Company”)

To  
Tel Aviv Stock Exchange Ltd. Israel  
[www.tase.co.il](http://www.tase.co.il)

To  
Securities Authority  
[www.isa.gov.il](http://www.isa.gov.il)

Subject: Immediate Report

The Execution of a Binding Agreement for an Investment in the Company

Following the Company’s Immediate Report dated June 15, 2021 with respect to the execution of a non-binding letter of intent for a contemplated investment in the Company, the Company hereby announces that on October 11, 2021, following the approval of the Company’s Board of Directors (the “Board”), the Company entered into a binding Share Allocation Agreement with 4iG Nyilvánosan Működő Részvénytársaság and with its subsidiary, Hungaro DigiTel Kft (“4iG” and the “Purchaser”, respectively), pursuant to which, subject to the fulfillment of the Conditions Precedent (as defined below), the Company shall issue and allot to the Purchaser ordinary shares of the Company which will constitute, following their issuance, 51% of the issued and outstanding share capital and of the voting rights of the Company (on a partially diluted basis)<sup>2</sup> in exchange for apprx. NIS 221 million as set forth below (the “Agreement”, and “Transaction”, respectively).

The Summary of the Agreement:

1. Transaction’s Structure – At the Closing, the Company will issue to the Purchaser, by way of an Exceptional Private Offer (as such term is defined in the Securities Regulations (Private Offer of Securities in a Listed Company), 5760-2000, (“Private Offer Regulations”), 26,028,593 ordinary shares of the Company (the “Allotted Shares”) which will constitute, following their issuance, approximately 51% of the issued and outstanding share capital and of the voting rights in the Company (on a partially diluted basis, as set forth above) in exchange for an aggregate amount of NIS 221,243,040 (reflecting a price per share of NIS 8.5) (the “Purchase Price” and “The Exceptional Private Offer”, respectively).
2. The Company’s Undertakings during the Period Between Signing and Closing (the “Interim Period”) – The Company has committed, among other things:

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<sup>2</sup> For the purposes hereof, “partially diluted basis” means that the calculation shall be made out of the issued and outstanding share capital of the Company, assuming the exercise of all convertible securities available for exercise into shares of the Company except for: (a) Bond series Q and (b) 611,000 options to purchase Company’s shares, at an exercise price of NIS 19.4.

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- a. To operate in the ordinary course of business during the Interim Period, and to not allocate additional securities or distributing any dividends.
  - b. To cooperate with the Purchaser for the purpose of consummating the Transaction, including by conducting joint meetings with the Company's bondholders, as may be required.
  - c. the Company may purchase, prior to the Closing Date, a Directors and Officers liability insurance policy for a period of seven years insuring the directors who will resign from the Board at the Closing Date.
3. Conditions Precedent – The consummation of the Transaction is subject to the fulfillment of the following conditions precedent (the “Conditions Precedent”):
- a. The Company's representations with respect to its incorporation and organizational documents, the Company's share capital and Allotted Shares, the Company's authority to enter into the Agreement and the required approvals to consummate the Transaction (collectively, the “Fundamental Representations”) shall be true and correct in all material respects as of the Closing Date.
  - b. The Company's representations which are not Fundamental Representations shall be true and correct as of the Closing Date except where the failure of such representations and warranties to be true and correct would not result in a Specific Event, as defined below.
  - c. The Purchaser's representations shall be true and correct in all material respects as of the Closing Date.
  - d. The Company and the Purchaser shall have performed all their undertakings and obligation pursuant to the Agreement, in all material respects, provided that the Purchaser shall allow the Company a period of no less than 30 days to cure a non-compliance with any such undertaking or obligation.
  - e. No legal or administrative proceedings shall have commenced against the Company nor the Purchaser by any person, nor shall any person have threatened in writing to commence any legal or administrative proceeding, with respect to the prevention or restriction of the Transaction, nor shall any injunction, temporary or permanent, shall have been issued which has or could have the effect of limiting or restricting the Purchaser's ownership or voting of the Allotted Shares, nor shall there be any pending or threatened any suit seeking the foregoing.
  - f. The non-occurrence of any of the following events (each a “Specified Event”):
    - I. The operation of any of the satellites AMOS-3, AMOS-7 or AMOS-4 shall have been (i) permanently suspended or (ii) temporarily suspended and such temporary suspension is reasonably expected to continue for a consecutive period of more than 180 days.
    - II. The Company's license issued by the Israeli Ministry of Communications (the “MoC”) shall have been (i) permanently suspended or (ii) temporarily

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suspended and such temporary suspension is reasonably expected to continue for a consecutive period of more than 180 days.

- III. The Company is in default on any payment of interest or principal on any series of the bonds issued by it, which constitute a cause for mandatory prepayment under the applicable bond series, and such default was not cured by the Company within the applicable cure periods specified in the applicable bond series.
  - IV. The Company filed for bankruptcy, or a court of competent jurisdiction enters an order under the Israeli Companies Law, 5759-1999 or under the Israeli Insolvency and Economic Rehabilitation Law, 5778-2018 against the Company, or the occurrence of any other events indicating that the Company is insolvent.
  - V. The Company's contracts with the State of Israel or with D.B.S. DTV Satellite Services (1998) Ltd. shall have been terminated or a notice of termination (not subject to cure by the Company) shall have been provided.
- g. The receipt of the following third-parties approvals:
- I. The Company's bondholders, if required.
  - II. Regulatory approvals, including the MoC's approval (collectively, the "Regulatory Approvals");
  - III. The General Meeting of the Company's shareholders;
  - IV. The Tel Aviv Stock Exchange's approval for the registration for trade of the Allotted Shares.
- h. The resignation from the Board of all of the incumbent members of the Board, except for the External Directors, the Independent Director and one of the directors appointed by virtue of the Company's shares held by Eurocom Communication (1979)<sup>3</sup> and the appointment to the Company's Board of Directors of the five Directors nominated by the Purchaser.

If any of the above Conditions Precedent is neither satisfied nor waived within 120 days of the execution of the Agreement, each of the Company and the Purchaser shall be entitled to terminate the Agreement, provided, however that the parties may extend the aforementioned period by additional period of up to 30 days in the aggregate in order to obtain the Regulatory Approvals, provided further that in any event the Agreement shall terminate on February 28, 2022, if Closing shall not occur earlier.

4. Indemnification of the Purchaser – The Agreement contains representations and warranties of the parties as customary in transaction of the nature of the Transaction. The Company's representations and warranties shall expire at the Closing, except for

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<sup>3</sup> The current holder of controlling interest in the Company, which shares are held by a court appointed receiver (the "Receiver"), appointed by the Economic Court in Tel Aviv-Jaffa as of May 3, 2018. By virtue of holding more than 15% of the Company's shares, the Receiver is entitled to a nomination of a director on its behalf in accordance with Section 111 to the Company's Articles of Association.

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the representations with respect to the Company's share capital and authority to enter into the Agreement (both, the "Fundamental Representations"), which will survive for a period of 30 months following the Closing (the "Indemnity Period"). The Company undertook to indemnify the Purchaser during the Indemnity Period for any breach of the Fundamental Representations following which the holding ratio of the Purchaser in the Company's share capital will decrease below 51% of the Company's issued and outstanding share capital, on a partially diluted basis. Such indemnification shall be made solely by the issuance of additional shares to the Purchaser by the Company, in a manner which will bring the Purchaser's holding ratio of the Company's share capital to the aforementioned threshold.

In addition, the Company undertook to indemnify the Purchaser for damages incurred by the Company due to the occurrence of any of the following events (each an "Indemnified Event"): (a) a final judgement against the Company in a claim filed against it by the Government of Israel, as reported by the Company in an immediate report dated February 26, 2020 or (b) the early termination of one of the services agreement signed by and between the Company and the Government of Israel. Such indemnification shall be made solely by the issuance of additional shares by the Company to the Purchaser (with the issuance of additional shares as compensation for the issuance's dilutive effect on Purchaser's holdings ratio), up to an aggregate amount of 1,510,588 ordinary shares, representing an indemnification cap of USD 4,000,000 (based upon the Transaction's price per share and a USD:NIS conversion ratio of 3.21). The indemnification amount shall equal the product of (a) the Purchaser's holding ratio of the Company's share capital at the time of occurrence of any such Indemnified Event and (b) the damages incurred by the Company in connection with such Indemnified Event.

5. 4iG's Undertaking. 4iG undertook to be liable for all of the Purchaser's obligations under the Agreement, severally and jointly with the Purchaser.
6. Financing Term Sheet. The Purchaser had delivered to the Company a copy of a Term Sheet signed between the Purchaser and a financier, according to which at the Closing the Purchaser shall be provided with funding in an amount of EUR 39,000,000 dedicated to pay the Company the Purchase Price.
7. Termination Fee. If the Agreement will be terminated by either party (the "Breaching Party") in spite of the fulfillment of the Conditions Precedent and the receipt of a written notice of the other party (the "Non-Breaching Party") according to which it is willing to proceed to Closing and to fulfill all of its obligations pursuant to the Agreement, the Non-Breaching Party will be entitled to liquidated damages from the Breaching Party in an amount of NIS 21,300,000 (the "Termination Fee"). Upon the receipt of the Termination Fee by the Non-Breaching Party, such Termination Fee shall constitute sole and exclusive remedy of the Non-Breaching Party against the Breaching Party and its representatives, provided, however, that the Non-Breaching Party may elect not to demand the payment of the Termination Fee and in such case it shall be entitled to any other remedy or relief available to it under applicable law.

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8. Agreement between the Purchaser and the Receiver. To Company's knowledge, simultaneously with the execution of the Agreement, the Purchaser and the Receiver executed a Support Agreement according to which the Receiver undertook to vote in favor of the Transaction and the Exceptional Private Offer in the General Meeting of the Company's shareholders.

The Company will publish, at such a time as prescribed by applicable law, an immediate report containing a summon to the General Meeting of the Company's shareholders for the approval of the Exceptional Private Offer in accordance with the Private Offer Regulations.

**It is hereby clarified that the consummation of the Transaction is subject to the fulfillment of the Conditions Precedent, including, but not limited to, the receipt of the Regulatory Approvals and other third parties approvals such as the General Meeting of the Company's shareholders, which by their nature are not under the Company's control. Accordingly, there is no certainty nor guarantee that the Transaction will be consummated.**

Respectfully,

Space-communication Ltd.

By: Dan Zajicek, Chief Executive Officer

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