



## ACCEPTANCE OF OFFER

FOR THE VOLUNTARY TAKEOVER OFFER BY REGINN HF. TO THE SHAREHOLDERS  
OF EIK FASTEIGNAFÉLAG HF.

\_\_\_\_\_  
*Name of shareholder*

\_\_\_\_\_  
*Icelandic ID no.*

\_\_\_\_\_  
*Residential address*

\_\_\_\_\_  
*Postal code and town/city*

\_\_\_\_\_  
*Telephone number*

\_\_\_\_\_  
*Email address*

Reginn hf., reg. no. 630109-1080, headquartered at Hagasmári 1, 201 Kópavogur (the “Offeror” or “Reginn”), has made a voluntary takeover offer (the “Offer”) to the shareholders of Eik fasteignafélag hf., reg. no. 590902-3730, headquartered at Sóltún 26, 105 Reykjavík (“Eik”). This proposal is in accordance with the provisions of the public offer document, dated July 10, 2023 (the “Offer Document”), as amended by an addendum dated September 14, 2023.

The abovementioned party (the “Shareholder”) hereby accepts the Offer.

### NUMBER AND PRICE OF SHARES

The Shareholder elects to accept the Offer in a manner that includes all of its shares in Eik (the “Shares”) and must specify the custodian institution where the Shares are held.

\_\_\_\_\_  
*The Shares, total number*

\_\_\_\_\_  
*Custodian institution*

**The shareholders of Eik are offered 0.489 shares in Reginn for each share in Eik, free from pledge and encumbrance. The exact ratio can be determined by dividing the new shares in Reginn 1,670,351,049 by the outstanding shares of Eik without their own shares 3,415,063,435.**

If all shareholders of Eik accept the Offer, they will receive a maximum of 1,670,351,049 shares or 48.0%<sup>1</sup> of the issued shares of Reginn, following the transaction, based on Reginn's issued share capital as of September 13, 2023. The Offer price and thus the exchange ratio (48.0%) are determined based on the market value of both of the companies with reference to their closing price on the Nasdaq Iceland hf. stock exchange on September 12, 2023.

By signing this acceptance form, the Shareholder transfers the Shares to the Offeror for each share paid for with shares in Reginn, in accordance with the provisions of the Offer Document. The payment of the purchase price is contingent upon the accuracy and completeness of the information provided in this acceptance form, as determined by the Offeror.

The Shareholder confirms that it has received all necessary documents, including the Offer Document, and approves its terms. Furthermore, the Shareholder declares that it is the rightful owner of the Shares, the Shares are free from pledge and encumbrance, and authorizes the Offeror and its advisor, Íslandsbanki Corporate Finance (the “Advisor”), to examine whether the ownership transfer can proceed in accordance with the

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<sup>1</sup> Reginn may issue new shares until the delivery date, and as a result, the exchange ratio may change.

\_\_\_\_\_  
Initials

provisions of Act No. 7/2020 on Central Securities Depositories and Settlement and the Electronic Registration of Financial Instruments.

## **PAYMENT AND DELIVERY**

Settlement of the Shares shall take place no later than five (5) trading days after the expiration of the Offer period, in accordance with Article 7, Paragraph 103, of Act No. 108/2007 on takeovers (the "**Takeover Act**"), provided that the conditions of the Offer have either been waived or fulfilled. The Shareholder's custodian institution may be authorized to retain a remuneration for the Shares' delivery from the Shareholder's custody account. Payment for the Shares will be deposited into the custody account of the Shares. Payment is contingent upon the acceptance form being correctly completed or deemed valid by the Offeror, the Shareholder having designated a custody account with a custodian institution/financial company, and the Shares being unencumbered and free from pledge according to registration with Nasdaq CSD SE, the Icelandic branch of Nasdaq CSD SE ("**Nasdaq Securities Depository**"). The Offeror and the Advisor reserve the right to verify whether encumbrances or pledges exist on the Shares before the payment occurs. If the Shares are not free from encumbrance or pledge, the Offeror reserves the right to consider that satisfactory approval is not in place.

## **APPROVAL**

It is possible to accept the Offer in two ways, either by:

- delivering a printed and completed acceptance form to Íslandsbanki's office (9th floor), Hagasmári 3, 201 Kópavogur, marked as **Voluntary Takeover Offer for Eik** which must be received no later than 13:00 (GMT +00:00) on November 13, 2023, or
- accepting the Offer electronically through the website of the Offer, <https://isb.ipo.is/eiktilbod>, no later than 13:00 (GMT +00:00) on November 13, 2023. Access to the website requires electronic ID.

A shareholder who accepts the Offer shall remit the appropriate fees in compliance with the tariff of charges of the respective custodian for the delivery and transfer of the Shares from the relevant shareholder's custody account. Should a shareholder opt to accept the Offer by submitting a hard copy of the completed acceptance form, the relevant shareholder bears the responsibility of delivering the original acceptance form to the Advisor.

As shares in Eik are electronically registered with Nasdaq Securities Depository, it is necessary for those shareholders who accept the Offer to have a custody account with a financial institution or custodian institution that has an agreement with Nasdaq Securities Depository. In the event a shareholder does not have a custody account, this acceptance form includes authorization for the Advisor to contact the relevant shareholder for the establishment of a custody account, enabling the transfer and settlement of the Shares, along with other necessary arrangements related to the transaction and payment of the purchase price. Additionally, if the Shareholder does have a custody account with another financial institution, the Advisor is authorised to forward the acceptance form or confirmation of electronic approval to the appropriate custodial institution to execute the transaction.

The Advisor is also authorised, subject to the Shareholder's approval, to act as an intermediary for transactions involving shares in Eik that are electronically registered with Nasdaq Securities Depository. Furthermore, the Shareholder irrevocably grants the Advisor the authority to contact the relevant custodian institution to ensure that the Shareholder cannot dispose of the Shares, directly or indirectly, to a third party after accepting the Offer.

After this acceptance form has been submitted to the Advisor or the Offer has been electronically accepted as mentioned above, the Shareholder is prohibited from disposing of the Shares, directly or indirectly, to a third party. Each acceptance of the Offer is binding and irrevocable. Shareholders who have accepted the Offer will continue to be bound by their acceptance even if the Offer period is extended.

## **OFFER PERIOD AND OUTCOME**

The validity period of the Offer is fourteen (14) weeks, from 13:00 (GMT +00:00) on July 10, 2023, to 13:00 (GMT +00:00) on November 13, 2023. The Bidder reserves the unilateral right to accept those acceptance forms received after the expiration of the offer period. The Offer may be extended in accordance with the provisions of the Takeover Act.

The announcement of the results of the Offer will be published through the news system of the stock exchange, [www.nasdaqomxnordic.com/news](http://www.nasdaqomxnordic.com/news), and on Reginn's website, [www.reginn.is](http://www.reginn.is), within three (3) trading days from the end of the offer period, or at the latest on November 16, 2023, in accordance with the provisions of Article 1, Paragraph 109, of the Takeover Act, provided that the validity period of the Offer is not extended.

## **SIGNATURE**

If the Shareholder is an individual and wishes to accept the Offer, it shall sign its name below, with witnesses present, for confirmation, and by doing so, the Shareholder accepts the sale of the Shares, in accordance with the above and the terms of the Offer Document.

If the Shareholder is a company or a legal entity, this acceptance form shall be signed on behalf of that entity by an authorized representative. The person signing on behalf of the company or other legal entity acknowledges and confirms, with its signature, that it has full authority to act on behalf of the respective entity and that it has the legal authorization, in accordance with laws and regulations, to bind the company or relevant legal entity to undertake the rights and obligations specified in this acceptance form.

Icelandic law shall apply to the Offer and this acceptance form. Any disputes which may arise from the Offer or this acceptance form shall be resolved by the District Court of Reykjavik, Iceland.

\_\_\_\_\_  
*Place and Date*

\_\_\_\_\_  
*Name of the signatory in print*

\_\_\_\_\_  
*Signature*

Witnesses to the correct date, signature, and financial competence:

\_\_\_\_\_  
*Name and registration number*

\_\_\_\_\_  
*Name and registration number*