

Annex 3

MINISTRY OF JUSTICE AND LAW ENFORCEMENT
(to be issued on official letterhead of the Ministry)

[Budapest, *date*]

Commission of the European Communities
Directorate General Economic and Financial Affairs
Directorate L - Financial operations, programme management and liaison with the EIB Group
Unit L3 - Lending and IFI Programme Management
L-2920 Luxembourg

Re: Loan Agreement between the European Community (as Lender) and the Republic of Hungary (as Borrower) [and the Central Bank of Hungary (as Agent to the Borrower)] for a maximum amount of EUR 6 500 000 000

Dear Sirs,

In my capacity as Minister of Justice and Law Enforcement of the Republic of Hungary, I refer to the above referenced Loan Agreement and its Annexes which constitute an integral part thereof (hereinafter together referred to as the "Loan Agreement") entered into between the Republic of Hungary (hereinafter referred to as the "Borrower") and the European Community (hereinafter referred to as the "Lender") on [•] November 2008.

I warrant that I am fully competent to issue this legal opinion in connection with the Loan Agreement on behalf of the Borrower.

I have examined originals of the Loan Agreement. I have also examined the relevant provisions of national and international law applicable to the Borrower and its Agent, the powers of signatories and such other documents as I have deemed necessary or appropriate. Furthermore, I have made such other investigations and reviewed such matters of law as I have considered relevant to the opinion expressed herein.

Terms used and not defined in this opinion shall have the meaning set out in the Loan Agreement.

Subject to the foregoing, I am of the opinion that:

1. With respect to the laws, regulations and legally binding decisions currently in force in the Republic of Hungary, the Borrower is by the execution of the Loan Agreement by [*name in full and function of the Borrower's representative*] validly and irrevocably committed to fulfil all of its obligations under it. In particular, the provisions of the

Loan Agreement relating to the establishment of Finance Contracts in relation to the drawdowns are fully valid under Hungarian law.

2. In particular, the Borrower's execution, delivery and performance of the Loan Agreement: (i) have been duly authorised by all necessary consents, actions, approval and authorisations; and (ii) has not and will not violate any applicable regulation or ruling of any competent authority.
3. Consequently, nothing therein contravenes or limits the rights of the Borrower to make punctual and effective payment by the same of any sum due for the principal, interest or other charges under the Loan Agreement.
4. The Loan Agreement is in proper legal form under Hungarian laws for enforcement against the Borrower and the Agent. The enforcement of the Loan Agreement would not be contrary to mandatory provisions of Hungarian law, to the Hungarian ordre public, to international treaties or to generally accepted principles of international law binding on the Borrower.
5. It is not necessary in order to ensure the legality, validity or enforceability of the Loan Agreement that it be filed, recorded, or enrolled with any court or authority in the Republic of Hungary.
6. No taxes, duties, fees or other charges imposed by the Republic of Hungary or any taxing authority thereof or therein are payable in connection with the execution and delivery of the Loan Agreement and with any payment or transfer of principal, interest, commissions and other sums due under the Loan Agreement.
7. No exchange control authorisations are required and no fees or other commission are to be paid on the transfer of any sum due under the Loan Agreement.
8. The co-signature of the Loan Agreement by [*name in full and function of the Agent's representative*] legally and validly binds the Agent.
9. The choice of English law as governing law for the Loan Agreement is a valid choice of law binding the Borrower in accordance with Hungarian law.
10. The Borrower has legally, effectively and irrevocably submitted to the exclusive jurisdiction of the Court of Justice of the European Communities and the Court of First Instance of the European Communities in connection with the Loan Agreement and any judgement of such courts would be conclusive and enforceable in Hungary.
11. Neither the Borrower nor any of its property are immune on the grounds of sovereignty or otherwise from jurisdiction, attachment – whether before or after judgement – or execution in respect of any action or proceeding relating to the Loan Agreement.
12. The execution of the Loan Agreement has been made upon the provisions of </>.
13. No provision exists in Hungary, which would make it necessary to ratify the execution, delivery, and implementation of the Loan Agreement and its Annexes.

14. The loan amount, as indicated in Article 1 of the Loan Agreement, will be received in instalments by the Borrower in accordance with the Memorandum of Understanding and under the terms and conditions fixed in the Loan Agreement and in the Finance Contracts.
15. In conclusion, the Loan Agreement has been duly executed and all the Borrower's obligations in relation to the Loan Agreement are valid, binding and enforceable in accordance with their terms and nothing further is required to give effect to the same.

Yours sincerely,