

**FINANCIAL SUPERVISION COMMISSION**  
**CURRENT REPORT NO. 36/2025**

Subject Name:

Date of preparation:

**Fabryka Obrabiarek RAFAMET S.A. in restructuring  
in Kuźnia Raciborska**

**27-05-2025**

Topic:

**Execution by the Issuer with the Industrial Development Agency S.A. of an investment agreement and an agreement for the acquisition of series I shares.**

Message:

The Management Board of Fabryka Obrabiarek RAFAMET S.A. in Restructuring (hereinafter referred to as the "**Issuer**" or the "**Company**"), informs that on May 27, 2025. The Issuer entered into an investment agreement (the "**Investment Agreement**") with Agencja Rozwoju Przemysłu S.A. with its seat in Warsaw ("**IDA**"). The IDA is a shareholder of the Company holding 5.008.195 ordinary shares with a nominal value of PLN 10,00 each, representing 93% of the Company's share capital, entitling to 5.008.195 votes at the Company's general meeting, which represents 93% of the total number of votes at the Company's general meeting.

The Investment Agreement is intended to carry out the process of restructuring the Company's operations and its Group, adopted by the Company's Board of Directors on April 24, 2025 (included in the Issuer's Current Report No. 18/2025), in which, among other things, the Board of Directors identified the Company's key strategic initiative involving stabilization of the Company's financial position by providing funds for current operations and implementation of investments and initiatives. The Investment Agreement covers the key terms, stages and ratios on which the Parties intend to carry out the recapitalization of the Company and enable its further operation and development. The subject of the Agreement is to establish the terms and conditions of the recapitalizations of the Company by IDA and the terms of disposition of the funds that the Company will obtain from IDA under the recapitalizations referred to above, resulting from the process of restructuring the Company's operations and its Capital Group, as adopted by the Company's Management Board, in order to bring about the four increases in the Company's share capital referred to below.

According to the Investment Agreement, the Company's share capital will be increased in the following tranches: (1) the first tranche - an increase in the Company's share capital by the amount of PLN 30.000.000,00 (PLN: thirty million 00/100) through the issuance of series I shares, which will be fully acquired by IDA and covered by a cash contribution, (2) the second tranche - an increase in the Company's share capital by the amount of 20.000.000,00 PLN (in words: twenty million 00/100) through the issuance of series J shares, which will be fully acquired by IDA and covered by a cash contribution, (3) the third tranche - an increase in the Company's share capital by the amount of 20.000.000,00 PLN (in words: twenty million 00/100) through the issue of series K shares, which will be fully acquired by IDA and covered by a cash contribution, (4) the fourth tranche - to increase the Company's share capital by the amount of 10.000.000,00 PLN (in words: ten million 00/100) through the issue of series L shares, which will be fully acquired by IDA and covered by a cash contribution.

In connection with the fact that the Company's General Meeting of Shareholders, convened on April 25, 2025, after resuming its meeting on May 20, 2025, passed a resolution to increase the Company's share capital as part of the first share capital increase with exclusion of pre-emptive rights, in the Investment Agreement, IDA undertook to enter into a share subscription agreement, under which IDA will subscribe for 3.000.000 (in words: three million) series I registered shares of the Company and shall pay to the Company's bank account the amount of PLN 30.000.000,00 (in words: thirty million 00/100) constituting the issue price of series I registered shares of the Company within 3 (three) business days from the conclusion of the Investment Agreement.

The second, third and fourth tranches of the Company's share capital increase, in which IDA is to participate after the relevant General Meetings and resolutions have been passed, have been subject to conditions precedent.

The second tranche of the capital increase is conditional on the cumulative fulfillment of the following events: (1) execution between the Company and its subsidiary Odlewnia Rafamet spółka z ograniczoną odpowiedzialnością with its registered office in Kuźnia Raciborska of a loan agreement pursuant to which the Company will grant Odlewnia Rafamet Sp. z o.o. a loan in the amount of up to 5.000.000,00 PLN (PLN: five million 00/100) and submission to IDA by the Company of a certified true copy of the loan agreement, (2) submission by the Company's sanitation trustee to the competent court through the National Register of Debtors, supported by IDA, of the Company's restructuring plan prepared as part of the Company's pending sanitation proceedings.

The condition for the third tranche of the capital increase is the cumulative fulfillment of the following events: (1) acquisition by the Company of contracts for the Company to be executed in 2026, with a total value of not less than 40.000.000,00 PLN (in words: forty million 00/100) and submission by the Company to the IDA of a written statement to that effect, (2) launching of the Company's voluntary employee departure program (PDO) and submission by the Company to the IDA of a written statement to that effect, (3) adoption by the Company's Management Board of a plan to implement an ERP system in the Company and submission by the Company to the IDA of a written statement and a certified true copy of the Management Board's resolution to that effect, (4) issuance by the Company's Management Board of an opinion confirming the proper spending by Odlewnia Rafamet Sp. z o.o. of the funds from the loan from the Company, prepared on the basis of a report prepared by Odlewnia Rafamet sp. z o.o. on the disbursement of the loan, and submission by the Company to the IDA of a certified true-to-the-original resolution of the Management Board of the Company in this matter, together with an attachment in the form of the aforementioned opinion.

The condition for the fourth tranche of the capital increase is the cumulative fulfillment of the following events: (1) acquisition by the Company of contracts for the Company to be executed in 2026, with a total value of not less than PLN 70.000.000,00 (PLN: seventy million 00/100) and submission by the Company to the IDA of a written statement to that effect, (2) submission by the Company to the IDA of an economically justified project, together with an economic and legal analysis of the possibility and legitimacy of its implementation, concerning the Company's implementation of at least two energy projects (e.g., PV, boiler plant, thermal modernization).

The conditions referred to above (for the second, third and fourth tranches of the Company's share capital increase) have been reserved in favor of IDA, so IDA has the right to waive the implementation of these conditions in whole or in part.

In the case of a condition relating to the second tranche of the share capital increase, the Company will be required, within 2 (two) business days after the fulfillment of such condition, to provide IDA

with a written notice of the fulfillment of such condition, together with a copy of the documentation confirming the fulfillment of the condition. In the event that a dispute arises between the Company and IDA as to whether this condition has been fulfilled, such dispute shall be resolved by the competent common court with jurisdiction over the seat of IDA.

For the terms of the third and fourth tranches of the Company's share capital increase, the IDA will have the right to object to the Company's notification of the implementation of the terms of the Company's third and fourth share capital increases. This objection may be submitted within 5 business days from the date of receipt of the Company's notification. In such a situation, the Company will be entitled to appoint an expert to verify by the expert the fulfillment of the condition concerning the third and fourth tranches of the Company's share capital increase (the expert's determination of any matter within his competence will be final and binding on each of the parties to the Investment Agreement). If the IDA files an objection, the Company may convene the General Meeting only after the expert confirms that the relevant conditions for the capital increase have been fulfilled.

In the wording of the Investment Agreement, the parties agreed that they may decide to include in the Company's Articles of Association the authorization of the Company's Board of Directors to increase the Company's share capital in order to enable IDA to recapitalize the Company within the tranches of the Company's share capital increases provided for in the Investment Agreement within the framework of authorized capital, while authorizing the Company's Board of Directors to deprive the Company of its subscription rights in full with the consent of the Supervisory Board, pursuant to Article 447 § 1 of the Commercial Companies Code. The Investment Agreement does not contain provisions for contractual penalties. In the Investment Agreement, the Company undertook numerous disclosure obligations to IDA, including, among others, the provision of monthly information and reports.

In the Investment Agreement, the Company undertook to IDA that the cash received by the Company under the various capital increases the Company undertook to spend exclusively on the implementation of assumptions arising from the material and financial schedules prepared by the Company and prepared for the Company's capital increases, the Company's business plan and the private investor test.

The Company will be entitled to withdraw from the Investment Agreement in the following cases: (1) in the event that the condition precedent relating to the second tranche of the Company's share capital increase does not materialize by 31.12.2025, and IDA does not waive the condition before that date, (2) in the event that the condition precedent relating to the third tranche of the Company's share capital increase does not materialize by 30.06.2026, and the IDA does not waive this condition before that date, (3) in the event that the condition precedent relating to the fourth tranche of the Company's share capital increase does not materialize by 30.09.2026, and the IDA does not waive this condition before that date.

IDA will be entitled to withdraw from the Investment Agreement in the following cases: (1) in the event that the condition precedent relating to the second tranche of the Company's share capital increase does not materialize by 31.12.2025, and IDA does not waive the condition before that date, (2) in the event that the condition precedent relating to the third tranche of the Company's share capital increase does not materialize by 30.06.2026, and the IDA does not waive the condition before that date, (3) in the event that the condition precedent relating to the fourth tranche of the Company's share capital increase does not materialize by 30.09.2026, and the IDA does not waive the condition before that date, (4) in the event of the occurrence of a Material Adverse Change by 30.09.2026 (Material Adverse Change understood as: a change or event that, alone or in combination with other changes or events of the same type, results in a decrease in the net asset value of the Company by at least PLN 30.000.000, as well as understood as: (i) the commencement of bankruptcy proceedings against the Company, or (ii) the filing by the Company of an application for bankruptcy of the Company, or (iii) a situation in which the level of the Company's equity resulting from the Company's annual standalone financial statements for fiscal year 2025 will be by at least PLN 30.000.000,00. lower than

that resulting from the Company's standalone financial statements for 2024), IDA shall be entitled to submit a statement of withdrawal from the Investment Agreement, (5) in the event that the Company delays each time in providing IDA with a complete report in accordance with the provisions of the Investment Agreement by at least 10 (ten) business days, IDA shall be entitled each time to summon the Company to provide IDA with a complete report within 5 business days from the date of delivery of such summons to the Company. In the event that the Company fails to deliver a complete report to IDA in response to the summons referred to above, IDA shall be entitled to submit a declaration of withdrawal from the Investment Agreement, (6) in the event of (i) a deviation in the achieved EBITDA by at least 15% in minus from the business plan, as shown in at least two of the Company's monthly reports, or (ii) delays by at least one quarter in the deadlines for the implementation of individual investment and project tasks with respect to the agreed material and financial schedule and failure to promptly not more than 20 (twenty) working days from the date of becoming aware of the failure to implement the material and financial schedule, an adjustment of such material and financial schedule, in accordance with the provisions of the Investment Agreement, IDA shall be entitled to submit a statement of withdrawal from the Investment Agreement.

In addition, the Issuer indicates that on May 27, 2025. The Issuer entered into a Series I Share Subscription Agreement (the "**Share Subscription Agreement**") with IDA. The Share Subscription Agreement was executed in performance of the provisions of the Investment Agreement and in execution of Resolution No. 7/1/2025 adopted on May 20, 2025 by the Issuer's Extraordinary General Meeting of Shareholders on increasing the Company's share capital through the issuance of Series I ordinary registered shares on a private placement basis, with exclusion of the preemptive rights of existing shareholders in full, and on dematerialization of series I shares, as well as on amendment of the Company's Articles of Association (the "Share Issuance Resolution"), which the Issuer announced in current report No. 32/2025 dated May 20, 2025. Pursuant to the Share Subscription Agreement, IDA subscribed for all of the offered shares under the Share Issuance Resolution, i.e. 3.000.000 (in words: three million) Series I ordinary bearer shares with a par value of PLN 10,00 (in words: ten zlotys) ("**New Issue Shares**"). The New Issue Shares were taken up entirely for cash contributions, and the total issue price of the New Issue Shares amounted to PLN 30.000.000,00 (in words: thirty million zlotys).

Legal basis:

**Article 17(1) MAR - confidential information.**

President

Jakub Kaczmarek