

**FINANCIAL SUPERVISION COMMISSION
CURRENT REPORT NO. 40/2025**

Name of entity:

Date of preparation:

Fabryka Obrabiarek RAFAMET S.A. in restructuring

12-06-2025

Subject:

Granting of a loan by the Issuer to the Issuer's subsidiary Odlewnia Rafamet Sp. z o.o.

Message:

The Management Board of Fabryka Obrabiarek RAFAMET S.A. in restructuring (hereinafter referred to as the "Issuer" or the "Company") hereby announces that on 12 June 2025, the Issuer concluded a loan agreement with its subsidiary, Odlewnia Rafamet Sp. z o.o. with its registered office in Kuźnia Raciborska (hereinafter referred to as: "Foundry") a loan agreement under which the Issuer will grant the Foundry a loan in the amount of PLN 1.000.000,00 (in words: one million zlotys 00/100) (hereinafter referred to as the "Loan"). The Foundry will be obliged to repay the principal amount of the Loan in a single instalment on 30 June 2027. The Loan is a specific-purpose loan and is granted to the Foundry to be used in full to repay the Foundry's key liabilities, in particular its due liabilities towards the Foundry's employees and contractors. The interest rate on the Loan has been set at a variable rate based on WIBOR 1M + 2.57% margin. The WIBOR 1M rate will be taken from the last day of the previous month. Interest on the Loan will be payable monthly on the last day of each month. The Issuer will charge a one-off commission of 0.5% of the Loan amount and issue a VAT invoice, on the basis of which the Foundry will pay the commission.

The Loan shall be secured by: (1) a blank promissory note together with a promissory note declaration by the Foundry, (2) a contractual mortgage established on the real estate owned by the Foundry within 6 months from the date of conclusion of the Loan Agreement up to the amount of PLN 1.750.000,00 (in words: one million seven hundred and fifty thousand) as security for the repayment of the Loan principal, interest and costs of proceedings related to the recovery of claims arising from the Loan Agreement, together with claims for the transfer of the mortgage to the vacant mortgage space after the repayment of the claims.

Pursuant to the Loan Agreement, the Foundry undertook, among other things, to (1) maintain a separate register of financial transactions carried out with funds from the Loan, (2) providing the Issuer with a report on the use of the Loan funds by 30 June 2025, (3) providing the Issuer with a recovery plan, including in particular a plan of remedial measures to be taken by the Foundry in the short term (up to 6 months) and long term (up to 12 months), taking into account the planned measures to increase revenues, reduce costs and improve the Foundry's financial liquidity, (4) performing a number of other information obligations towards the Issuer.

Pursuant to the Loan Agreement, in the event of a breach by the Foundry, for any reason, of the provisions of the Loan Agreement, the Issuer shall be entitled, at its own discretion, to: (1) terminate

the Loan Agreement in whole or in part, (2) demand additional security for the repayment of the Loan, (3) demand that the Foundry present, within a specified time limit, a recovery plan and its implementation, after approval by the Issuer. Upon termination of the Loan Agreement, the Issuer shall be entitled to demand immediate repayment of all amounts due under the Loan Agreement (including interest and default interest) and to satisfy its claims from any security provided for the Loan, at its discretion, up to the full amount of its claims.

The Issuer indicates that the granting of the Loan to the Foundry constitutes the fulfilment of one condition for the increase of the Issuer's share capital by Agencja Rozwoju Przemysłu S.A. ("ARP") as part of the second tranche (increase of the Issuer's share capital by PLN 20.000.000) in accordance with the provisions of the investment agreement concluded between the Issuer and ARP, the conclusion of which was announced by the Issuer in current report No. 36/2025 on 27 May 2025. The second condition for the increase of the Issuer's share capital by ARP as part of the second tranche (i.e. submission by the Company's restructuring administrator to the competent court via the National Debt Register, supported by ARP, of the Company's restructuring plan prepared as part of the Company's ongoing restructuring proceedings) as at the date of publication of this report has not been fulfilled.

Legal basis:

Art. 17(1) MAR – confidential information.

President of the Management Board

Jakub Kaczmarek