

FINANCIAL SUPERVISION AUTHORITY
CURRENT REPORT NO. 51/2026

Name of the entity:

RAFAMET S.A. Machine Tool Factory in restructuring

Date of preparation:

23-10-2026

Subject:

Conclusion by the Company of an agreement with Odlewnia Rafamet Sp. z o.o. (in restructuring) setting forth the terms of settlement in connection with the Company's assumption of Odlewnia Rafamet Sp. z o.o.'s (in restructuring) debt to Bank Millennium S.A. on August 25, 2021.

Message:

The Management Board of Fabryka Obrabiarek RAFAMET S.A. (in restructuring) (hereinafter: "the Issuer" or "the Company") announces that on October 23, 2026, an agreement was concluded between the Issuer and its subsidiary, Odlewnia Rafamet Sp. z o.o. in restructuring, with its registered office in Kuźnia Raciborska (hereinafter: "Odlewnia") on October 23, 2026, governing the rules for the parties to bear the economic burden of obligations toward Bank Millennium S.A. (hereinafter: "the Bank"), future settlements regarding payments made by the Issuer to the Bank, and the compensation due to the Issuer for assuming Odlewnia's debt (hereinafter: "the Agreement").

These obligations arise from working capital loan agreement No. 10917/17/400/04, entered into by the Foundry and the Bank on September 14, 2017, as amended, and from the debt assumption agreement dated August 25, 2021. Pursuant to the debt assumption agreement, the Issuer became a joint and several debtor, together with the Foundry, for an amount of PLN 6.000.000,00 as of August 3, 2021, together with related interest, commissions, fees, and costs.

Pursuant to the Agreement, the total economic burden of the obligations to the Bank, in the internal relationship between the parties, is borne by the Foundry. The Agreement establishes rules for mutual settlements exclusively for the future and does not constitute an acknowledgment or renewal of the Issuer's prior claims against the Foundry in this regard. If, after the Agreement takes effect, the Company makes any payment to the Bank on behalf of the Foundry for the Foundry's obligations, the Foundry will be required to pay that amount to the Issuer.

The Agreement also provides for compensation to the Issuer for assuming the Foundry's debt. The remuneration is due for the period beginning on the date the Agreement enters into force, but not earlier than the date the decision approving the Issuer's composition becomes final, until the debt owed to the Bank under the loan agreement is fully repaid. The remuneration was determined on an arm's-length basis.

The Agreement provides that it shall enter into force on the date of signature by both parties and shall remain in effect until all three of the following conditions are met: the complete and definitive extinction of the Bank's claims, the Foundry's full satisfaction of all recourse claims, and the definitive release of the Issuer from liability to the Bank. The termination or dismissal of the reorganization proceedings of either party does not result in the expiration of the rights and obligations arising under the Agreement.

The purpose of the agreement is to organize mutual settlements, ensure consistency in the terms of both parties' composition proposals, and enable the preparation of financial forecasts and cash flow projections in accordance with the established settlement rules.

Legal basis:

Article 17(1) of the Market Abuse Regulation (MAR) – confidential information.

Vice President of the Management
Board
for Finance

Dariusz Bernacki

President of the Management Board

Rafał Rychter