

CR 21/2019

Date:

5 July 2019

Subject:

Conclusion of an annex to the credit agreement

Legal basis:

Article 17 section 1 Regulation MAR – confidential information

In reference to Current Report 11/2015 dated 19 June 2015, Current Report 20/2017 dated 8 June 2017, Current Report 25/2017 dated 9 October 2017, Current Report 35/2017 dated 1 December 2017, Current Report 2/2018 dated 13 February 2018, Current Report 5/2018 dated 30 April 2018, Current Report 12/2018 dated 28 June 2018, Current Report 15/2018 dated 20 July 2018, Current Report 16/2018 dated 6 August 2018, Current Report 21/2021, Current Report 28/2018 dated 12 December 2018 and Current Report 20/2019 dated 2 July 2019 the Management Board of FEERUM S.A. (the “**Issuer**”) informs that on 5 July 2019 annex No. 014 to the Multiline Agreement No. K00756/15 dated 19 June 2015 (the “**Multiline Agreement**”) was concluded between the Issuer and the Issuer’s subsidiary company FEERUM YELLOW ENERGY Sp. z o.o. (the “**Subsidiary**”) and Santander Bank Polska S.A. with its registered seat in Warsaw (previously Bank Zachodni WBK S.A. with its registered seat in Wrocław) (the “**Bank**”).

Pursuant to the current wording of the Multiline Agreement, the Bank is obliged to:

1. grant the Issuer an overdraft credit in the amount of PLN 17,000,000 to finance current business operations with the repayment date by 30 June 2020 (the “**Overdraft Credit**”), and
2. grant the Subsidiary a revolving credit in the amount of PLN 17,000,000 to finance the the demand for working capital for the purchase, storage and drying of grain with a repayment date by 30 June 2020 (the “**Revolving Credit**”),

subject to that, each use of the credit by the Issuer or the Subsidiary reduces the amount to which the other company may use the credit.

In addition, the parties agreed that the amount of the Overdraft Credit will not exceed 80% of the sum of the revenue portfolios for commercial agreements concluded by the Issuer specified in the Multiline Agreement (by the “revenue portfolio” the parties understand the difference between the value of the commercial agreement and non-invoiced revenues from this agreement). Regarding the Revolving Credit, the parties agreed that the available amount and the availability period will depend on the value of receivables and inventories covered by the pledge established by the Subsidiary to secure the Bank’s receivables.

Interest on the Overdraft Credit is calculated at the WIBOR rate increased by the Bank’s margin. If WIBOR exceeds 3.50%, interest will be calculated at 3.50% of the Bank’s margin.

Interest on the Revolving Credit is calculated at the WIBOR rate increased by the Bank’s margin.

Other provisions of the Multiline Agreement remain unchanged.