

The Management Board of Feerum S.A. with headquarters in Chojnów ("the Issuer") informs that on December 20, 2019 the Issuer signed with EPICENTR K LLC with headquarters in Kiev (Ukraine) ("the Purchaser") a contract for the sale of grain silo complexes ("Agreement"). The total value of the Agreement is 8.900.000,00 EUR (i.e. 37.917.560,00 PLN according to the average exchange rate of the National Bank of Poland of December 20, 2019 year). Pursuant to the Agreement, the Issuer is obliged to carry out silo projects, produce designed silos, ensure transport of silos to locations specified in the Agreement located in the territory of Ukraine, provide warranty service and conduct training of the Purchaser's personnel in the scope of ongoing silo service. The Issuer is not responsible for the assembly and commissioning of the delivered silos.

In accordance with the schedule ("Schedule") attached to the Agreement, the Issuer will complete all silo deliveries by November 30, 2020.

The Purchaser shall pay in advance of 15% of the value of the Agreement towards the price, i.e. in the amount of 1.335.000,00 EUR (i.e. 5.687.634,00 PLN according to the average exchange rate of the National Bank of Poland of December 20, 2019), by March 30, 2020. The remaining part of the price will be paid by the Purchaser in 10 equal, semi-annual installments, payable on February 28 and August 31 in each next calendar year from February 28, 2021.

Receivables with deferred payment for the implementation of the Agreement, in a total amount not exceeding 7.565.000,00 EUR (i.e. 32.222.926,00 PLN at the average national exchange rate Bank Polski of December 20, 2019), i.e. the amount representing the difference between the total value of the Agreement of 8.900.000,00 EUR (i.e. 37.917.560,00 at the average exchange rate of the National Bank of Poland of December 20, 2019) and the amount of the advance in the amount of 1.335.000,00 EUR (i.e. 5.687.634,00 PLN at the average exchange rate of the National Bank of Poland of December 20, 2019), will be insured by the Credit Insurance Corporation Export Joint Stock Company ("KUKÉ"). The Issuer will provide the Employer with an insurance policy that will be issued by KUKÉ, before paying the advance. The Issuer received a letter from KUKÉ in which KUKÉ confirmed the binding decision regarding the consent for insurance of the abovementioned receivables.

The contract will be financed in the so-called "Supplier credit" thanks to insurance provided by KUKÉ. Under this funding scheme, in the case of the creation of an undisputed claim under the Agreement, the Issuer will sell the discounted claim to the selected bank or financial institution. The contracting authority undertook to establish, in accordance with Ukrainian law, security for the benefit of KUKÉ or an entity that will acquire receivables under the Agreement from the Issuer in the form of a pledge on delivered silos and a mortgage on commissioned silo complexes.

If the Issuer fails to deliver the elements that are necessary for commissioning the facilities within the time limits provided for in the Schedule, the Issuer shall pay for Purchaser contractual penalty in the amount of 40.000,00 EUR (i.e. 170.416,00 PLN according to the average exchange rate of the National Bank of Poland of December 20, 2019) for each day of delay, with the proviso that the total amount of contractual penalties calculated in this way may not exceed 5 % of the Contract value.

In the event that the Issuer fails to perform the warranty repair within the time limits specified in the Agreement, the Issuer shall pay to the Purchaser a contractual penalty in the amount equivalent to 10% of the price of the defective part that has not been replaced or repaired under warranty.

Monetary claims of the Purchaser under the Agreement, including contractual penalties calculated by the Purchaser under the Agreement, may not be offset against the Issuer's claims for the sale price.

The Purchaser has the right to withdraw from the Contract by March 30, 2020. Any disputes that may arise in connection with the Agreement will be submitted for resolution by the Court Arbitration at the Polish Chamber of Commerce in Warsaw. The substantive law regulating contractual relations is Polish law.

The other terms of the Agreement do not differ from those commonly used in this type of agreements.