

FINANCIAL SUPERVISION AUTHORITY
CURRENT REPORT NO. 41/2026

Name of the entity:

Date of preparation:

RAFAMET S.A. Machine Tool Factory in restructuring

07-09-2026

Subject:

Granting of loans by the Issuer to its subsidiary, Odlewnia Rafamet Sp. z o.o., in restructuring.

Message:

The Management Board of RAFAMET S.A. Machine Tool Factory in Restructuring (hereinafter referred to as the "Issuer" or the "Company"), with reference to the Issuer's current report No. 73/2025 dated November 19, 2025, regarding the conclusion by the Issuer with its subsidiary, Odlewnia Rafamet Sp. z o.o. in restructuring, with its registered office in Kuźnia Raciborska (hereinafter referred to as "Odlewnia") a framework agreement for the granting of loans, hereby announces that on September 7, 2026, the Issuer entered into the following agreements with the Foundry: (1) a loan agreement under which the Issuer will grant the Foundry a loan in the amount of PLN 1.310.000,00 (in words: one million three hundred ten thousand zlotys 00/100) (hereinafter referred to as "Loan 1") and (2) 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 "Loan 2").

In the Loan 1 Agreement, the Parties agreed that, as security for the agreement, the Foundry undertakes to: (1) submit a blank promissory note together with a promissory note declaration, (2) prior to the disbursement of funds under Loan 1: obtain the final consent of the competent restructuring authority, as required under Article 129 of the Restructuring Law, to encumber the assets of the restructuring estate with a contractual mortgage up to the amount of 1.965.000,00 PLN (in words: one million nine hundred sixty-five thousand zlotys 00/100), (3) within 30 days from the date of execution of the agreement, establish in favor of the Company a contractual mortgage in the aggregate amount of PLN 1.965.000,00 (in words: one million nine hundred sixty-five thousand zlotys 00/100) - or, at least within that period, submit a declaration of the establishment of the mortgage and a properly paid application for the registration of the mortgage in the relevant land and mortgage registers - as security for the repayment of the principal of Loan 1, interest, and all costs associated with the enforcement of claims arising from the Loan 1 agreement, together with a claim for the transfer of the mortgage to a vacant mortgage slot, on the right of perpetual usufruct of the real estate and the right of ownership of the buildings and structures situated on such real estate, located in Kuźnia Raciborska, for which the District Court in Racibórz, 5th Land Registry Division, maintains land registry records: (a) GL1R/00032536/6 (cadastral parcel no. 947/25), (b) GL1R/00044952/5 (cadastral parcel No. 947/23, 947/24), (c) GL1R/00055445/8 (cadastral parcel No. 947/28, 947/30, 947/31). In the Loan 1 Agreement, the Parties agreed that the condition for granting (disbursing) Loan 1 is: (a) the Foundry's effective conclusion of a contract with GE Power Sp. z o.o., with its registered office in Warsaw, for the manufacture of plate assemblies, including delivery and installation in the production

halls of GE Power Sp. z o.o. in Elbląg; (b) the Foundry's prior establishment in favor of the Company of all security for Loan 1 specified above (a blank promissory note together with a promissory note declaration and the creation of a mortgage on real property), subject, however, to the proviso that, with respect to the mortgage security, this condition shall be deemed fulfilled upon obtaining the final approval of the competent restructuring authority. The Foundry will be required to repay the principal of Loan 1 in a single installment within 2 (two) years from the date the full amount of the Loan is transferred to the Foundry. Loan 1 is a special-purpose loan granted to the Foundry to be used in its entirety to repay the Foundry's key liabilities, in particular, due obligations to the Foundry's employees and contractors. The interest rate on Loan 1 has been set on market terms as a variable interest rate based on WIBOR 1M plus a margin. The WIBOR 1M rate will be taken from the last day of the previous month. Interest on Loan 1 will be payable monthly on the last day of each month. The Issuer will also charge a one-time commission on Loan 1.

In the Loan 2 Agreement, the Parties agreed that, as security for the agreement, the Foundry undertakes to: (a) submit a blank promissory note together with a promissory note declaration, (b) no later than prior to the disbursement of funds under Loan 2, (i) enter into a contract with GE Power Sp. z o.o. ("GE") for the manufacture of panel assemblies, including delivery and installation in GE's production facilities ("Contract"); (ii) obtain GE's consent to assign to the Company a portion of the monetary claim held by the Foundry against GE arising from the remuneration due to the Foundry under that Contract, up to a total amount equal to 150% of the Loan amount, i.e., PLN 1.500.000,00, as security for the Company, and simultaneously (iii) enter into an agreement with the Company for the assignment of such receivable, up to the amount specified above, as security for the claims arising from Loan Agreement 2, providing in particular for the irrevocable nature of the assignment, the Company's right to seek payment of the receivable directly from GE upon first written demand, without the need to obtain separate consent from the Foundry, (iv) obtain the necessary consents from the bankruptcy judge to perform the above actions. In Loan Agreement 2, the Parties agreed that the condition for granting (disbursing) Loan 2 is: (a) the effective conclusion by the Foundry of the Contract with GE, (b) the prior establishment by the Foundry in favor of the Company of all the security interests indicated above (a blank promissory note together with a promissory note declaration and the assignment of a portion of the monetary claim owed to the Foundry by GE in respect of the remuneration due to the Foundry under the Contract, (c) fulfillment of the registration condition, as defined in the assignment agreement, by the Foundry in favor of the Company regarding a portion of the monetary claim owed to the Foundry by GE in respect of the remuneration due to the Foundry under the Contract, consisting, in particular, of the Company's registration in GE's systems, enabling payments to be made to the Company in respect of the receivables assigned by the Foundry under the Contract. The Foundry will be obligated to repay the principal of Loan 2 in monthly installments of PLN 250.000,00 (two hundred fifty thousand zlotys 00/100) each, beginning in September 2026, until the principal of Loan 2 is fully repaid. Loan 2 is a special-purpose loan granted to the Foundry to be used in its entirety to repay the Foundry's key obligations, in particular, due obligations to the Foundry's employees and contractors. The interest rate on Loan 2 has been set on market terms at a variable rate based on WIBOR 1M plus a margin. The WIBOR 1M rate will be taken from the last day of the previous month. Interest on Loan 2 will be payable monthly on the last day of each month. The Issuer will also charge a one-time commission on Loan 2.

In accordance with the terms of Loan Agreement 2, on September 7, 2026, the Issuer entered into an agreement with the Foundry whereby the Foundry would assign to the Company a portion of the monetary claim held by the Foundry against GE for compensation due to the Foundry under the Contract.

Pursuant to Loan Agreements 1 and 2, the Foundry undertook, among other things, to (1) maintain a separate record of financial transactions carried out using funds from Loans 1 and 2, (2) to provide the Issuer, within one month of the date of execution of Loan Agreements 1 and 2, with a report on the use of funds from Loans 1 and 2, (3) to fulfill a number of other disclosure obligations toward the Issuer. Pursuant to the Loan Agreements 1 and 2, in the event that the Foundry breaches, for any reason, the provisions of Loan Agreement 1 or 2, the Issuer is entitled, at its sole discretion, to: (1) terminate Loan Agreement 1 or 2 in whole or in part, (2) demand additional security for the repayment of Loan 1 or 2, (3) require the Foundry to submit, within a specified time frame, a recovery plan and to implement it upon the Issuer's approval. Upon terminating Loan Agreement 1 or 2, the Issuer is entitled to declare the entire amount due under Loan Agreement 1 or 2 (including interest and late payment interest) immediately due and payable, as well as to satisfy its claim from any collateral for Loan 1 or 2, at its discretion, up to the full amount of the claim.

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