

POLISH FINANCIAL SUPERVISION AUTHORITY

Current Report No.

22

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2023

Date:

December 11th 2023

Abbreviated issuer name:

GRENEVIA S.A.

Subject:

Execution of credit facility agreement in e-mobility segment

Legal basis:

Article 17(1) of MAR – Inside information

Text of the report:

The Management Board of Grenevia S.A. (“Grenevia” or the “Company”) announces the execution of a credit facility agreement that was signed today by the Company’s subsidiary Impact Clean Power Technology S.A. (“IMPACT”) with Bank Pekao S.A. and mBank S.A. (the “Lenders”) (the “Credit Facility Agreement”) comprising two facilities subject to the following key terms:

1. A term facility granted to finance or refinance capital expenditures of up to approximately EUR 22m, bearing interest at the EURIBOR benchmark rate plus the Lenders’ margin, finally repayable by December 31st 2035.
2. A revolving facility of up to PLN 75m, bearing interest at the benchmark rate for the respective currency (PLN: WIBOR, EUR: EURIBOR) plus the Lenders’ margin, available until December 31st 2026, with an option to extend the availability period until December 31st 2028 (the actual repayment date will depend on whether specific conditions defined in the Credit Facility Agreement are met).

Repayment of the credit facilities is secured by a guarantee from KUKI and other security typically provided under such agreements.

In order to secure the Lenders’ claims against IMPACT under the Credit Facility Agreement, Grenevia S.A. agreed to enter with IMPACT as the borrower (the “Parties”) into an unconditional subordinated loan agreement for up to PLN 45m, and to provide the Lenders with an irrevocable surety for up to approximately PLN 35m, which will expire on the earlier of the following dates (unless the Parties decide to extend the loan repayment period):

- a. on the date on which IMPACT fulfils the conditions set out in the Credit Facility Agreement, or
- b. on the date on which all of the Lenders’ claims that have arisen under or in connection with the Credit Facility Agreement are unconditionally and irrevocably discharged and extinguished.

Grenevia S.A. will agree to provide a statement of voluntary submission to enforcement in favour of each Lender pursuant to Art. 777.1.5 of the Code of Civil Procedure in connection with the surety.

IMPACT will agree, with respect to the security provided by Grenevia S.A. in favour of the Lenders, to make statements of voluntary submission to enforcement in favour of Grenevia S.A. pursuant to Art. 777.1.5 of the Code of Civil Procedure and to establish registered pledges over materials owned by IMPACT.

Other significant terms of the agreement do not differ from those commonly applied on the market.

GRENEVIA Spółka Akcyjna	(full issuer name)
GRENEVIA S.A.	Electromechanical (ele)
(abbreviated issuer name)	(sector according to the WSE)
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(Tax Identification Number – NIP)	(Industry Identification Number – REGON)

SIGNATURES OF AUTHORISED REPRESENTATIVES

Date	Full name	Position	Signature
December 11th 2023	Beata Zawiszowska	President of the Management Board	