

**POLISH FINANCIAL SUPERVISION AUTHORITY**

Current Report No.

15

/

2024

Date:

9 September 2024

Abbreviated issuer name:

GRENEVIA S.A.

Subject:

Conclusion of syndicated credit facility agreement by Grenevia S.A.

Legal basis:

Article 17(1) of MAR – Inside information

**Text of the report:**

The Management Board of GRENEVIA S.A. of Katowice (the “Company” or “Borrower”) announces that on 9 September 2024 it executed a credit facility agreement (the “Credit Facility Agreement” or “Agreement”) with a syndicate of the following banks (the “Lenders”):

- a) BANK POLSKA KASA OPIEKI S.A. of Warsaw,
- b) POWSZECHNA KASA OSZCZĘDNOŚCI BANK POLSKI S.A. of Warsaw,
- c) BNP PARIBAS BANK POLSKA S.A. of Warsaw.

The total facility amount under the Agreement is PLN 850 million. The facility has a three-year maturity from the execution date of the Agreement, with an automatic extension option for an additional two years, provided no event of default occurs and the agreed covenants are maintained. A further two-year extension is possible, subject to the Lenders’ approval.

The facility is structured into two tranches:

- Tranche A, amounting to PLN 700 million, which is arranged as a Sustainability-Linked Loan (SLL) tied to specific Environmental, Social, and Governance (ESG) performance indicators; and
- Tranche B, amounting to PLN 150 million, which is available as a multi-purpose facility (including overdraft, guarantees, and letters of credit), subject to predefined sub-limits.

The primary use of proceeds from Tranche A will be to finance investment initiatives under the Company’s Sustainable Transition Strategy, including the development or upgrade of projects, acquisitions of equity interests in other entities, business operations, or asset portfolios, and the refinancing of existing financial debt, including the redemption of notes and bonds.

It is important to note that Tranche A may not be utilised to finance the Famur Segment’s mining sector-related operations as at the date of the Agreement. If the Famur Segment transitions towards EU Taxonomy-eligible activities, their funding with Tranche A proceeds will become permissible. The restriction on the utilisation of Tranche A does not apply to non-mining activities of the Famur Segment, particularly those related to the wind farm industry (e.g. the manufacture and servicing of gearboxes and the manufacture and construction of wind turbines, wind turbine towers, and other wind farm components).

Proceeds from Tranche B are intended for the general corporate purposes of the Famur Segment and for the refinancing of existing credit facilities.

The interest rate on the facility is calculated as the sum of the applicable margin and the relevant reference rate, which depends on the disbursement currency (WIBOR, EURIBOR, or Term SOFR). The margin on Tranche A may be subject to adjustment (upward or downward) based on the achievement of, or failure to achieve, the sustainability goals as specified in the Agreement. All other fees and commissions are consistent with the prevailing market standards for such credit facilities.

The Credit Facility Agreement also provides flexibility in utilising a portion of the Tranches in the form of other financing products (including bank guarantees and letters of credit), subject to bilateral arrangements between GRENEVIA S.A. and individual Lenders.

The security interests created in favour of the Lenders include:

1. a first-ranking mortgage over selected properties of GRENEVIA S.A., with a market value of approximately PLN 90 million;
2. assignment of claims under the insurance contracts for these properties;
3. a registered pledge and financial pledge over certain bank accounts held with the Lenders;
4. a power of attorney to act on certain bank accounts held with the Lenders;
5. notarised consents to enforcement in favour of each Lender, for up to 150% of the total credit and guarantee limits granted.

The Credit Facility Agreement provides for the termination of the existing bilateral short-term credit facility and overdraft agreements (credit facility and guarantee limits) with an aggregate value of approximately PLN 530 million, as well as for the early redemption of Series C notes with a nominal value of PLN 400 million.

GRENEVIA Spółka Akcyjna		(full issuer name)	
GRENEVIA S.A.		Electromechanical (ele)	
(abbreviated issuer name)		(sector according to the WSE)	
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#### SIGNATURES OF AUTHORISED REPRESENTATIVES

Date	Full name	Position	Signature
9 September 2024	Beata Zawiszowska	President of the Management Board	