

Racibórz, February 16th 2021

**Applicant (Debtor): RAFAKO ENGINEERING SPÓŁKA Z OGRANICZONĄ  
ODPOWIEDZIALNOŚCIĄ w restrukturyzacji  
(in restructuring) of Racibórz**

ul. Łąkowa 33

47-400 Racibórz, Poland

KRS (National Court Register) No. 0000287033

**Arrangement Supervisor: Tomasz Skoczyński, Licence No. 790**

### **PROPOSED TERMS OF ARRANGEMENT**

Acting on behalf of RAFAKO ENGINEERING SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ w restrukturyzacji (in restructuring) of Racibórz (registered address: ul. Łąkowa 33, 47-400 Racibórz; KRS (National Court Register) No. 0000287033) ("**Rafako Engineering**" or the "**Company**"), in connection with the decision made by the Company's Management Board on October 12th 2020 to apply the simplified restructuring procedure pursuant to Art. 15 of the Act of June 19th 2020 on subsidies for interest payments on bank loans granted to entrepreneurs affected by the COVID-19 situation and on simplified procedure to approve arrangements due to COVID-19 (Dz.U. No. 1086, as amended) (the "**Act on Simplified Arrangement Procedure**"), under which a notice on the opening of the procedure to approve the arrangement was published in the *Monitor Sądowy i Gospodarczy* official gazette of October 19th 2020 (MSiG 204/2020, item 55970), we hereby present the following proposed terms of arrangement.

## A. TERMS FOR ALL CREDITORS:

### 1. General terms

- 1.1. The claims of the Company's creditors covered by the arrangement will be satisfied by the Company within the group (the "**Group**") to which a given creditor will belong.
- 1.2. Groups encompass categories of interests to which all creditors will be assigned. A single creditor with multiple claims may be assigned to different Groups depending on the type of claims it has and the criteria for setting up a given Group.
- 1.3. Pursuant to the Company's Announcement published in the *Monitor Sądowy i Gospodarczy* official gazette on October 19th 2020, October 12th 2020 was designated, pursuant to Art. 16.2 of the Act on Simplified Arrangement Procedure, as the arrangement day for the Company (the "**Arrangement Day**").

### 2. Monetary benefits

- 2.1. All monetary benefits due to the creditors in satisfaction of the claims covered by the arrangement will be paid by the Company in instalments in the amount representing a specified percentage of a given claim to be satisfied as part of the arrangement (the "**Arrangement Instalments**") on the dates of payment of the arrangement instalments.
- 2.2. Where a creditor with multiple claims is assigned to different Groups, the amount of monetary benefits due to such creditor within a given Group may not exceed the amount of claims classified in that Group.
- 2.3. Arrangement Instalments will be paid in accordance with the schedule set for a given Group (the "**Payment Period**"), with the payment of subsequent Arrangement Instalments falling due on the following dates (the "**Arrangement Instalment Payment Dates**"), subject to Section 2.4 below:
  - i. "**Payment Date 1**": March 31st 2021 or the last day of the first calendar month following the month in which the court order approving the arrangement entered into by the Company becomes final, whichever is later (the "**Payment Start Date**");
  - ii. "**Payment Date 2**": falling 3 months after the Payment Start Date;
  - iii. "**Payment Date 3**": falling 6 months after the Payment Start Date;
  - iv. "**Payment Date 4**": falling 9 months after the Payment Start Date;
  - v. "**Payment Date 5**": falling 12 months after the Payment Start Date;
  - vi. "**Payment Date 6**": falling 15 months after the Payment Start Date;
  - vii. "**Payment Date 5**": falling 18 months from the Payment Start Date;
  - viii. "**Payment Date 8**": falling 21 months after the Payment Start Date;
  - ix. "**Payment Date 9**": falling 24 months after the Payment Start Date;
  - x. "**Payment Date 10**": falling 27 months after the Payment Start Date;
  - xi. "**Payment Date 11**": falling 30 months after the Payment Start Date;
  - xii. "**Payment Date 12**": falling 33 months from the Payment Start Date;
  - xiii. "**Payment Date 13**": falling 36 months from the Payment Start Date;
  - xiv. "**Payment Date 14**": falling 39 months after the Payment Start Date;
  - xv. "**Payment Date 15**": falling 42 months after the Payment Start Date;
  - xvi. "**Payment Date 16**": falling 45 months from the Payment Start Date;
  - xvii. "**Payment Date 17**": falling 48 months from the Payment Start Date;

- xviii. **“Payment Date 18”**: falling 51 months from the Payment Start Date;
- xix. **“Payment Date 19”**: falling 54 months after the Payment Start Date;
- xx. **“Payment Date 20”**: falling 57 months after the Payment Start Date.

- 2.4. Contingent claims which become due after the Payment Start Date and claims disclosed or established by a final court judgement or final administrative or settlement decision of the court after the Payment Start Date will be paid by the Company on the dates of payment of subsequent Arrangement Instalments payable in a given Group, falling after the date on which the contingent claim became due and payable or was disclosed or established, as the case may be. The amount of each Arrangement Instalment will be, in principle, equal to the amount of Arrangement Instalments payable in a given Group and any outstanding amounts will be paid on the date of payment of the last Arrangement Instalment for the relevant claim of the Group.
- 2.5. Should the due date for payment of an arrangement instalment fall on a Saturday, Sunday or other public holiday, the arrangement instalment will be payable on the last business day preceding the due date of such arrangement instalment.
- 2.6. Approval of the arrangement by the creditors means that they accept the terms of payment in the form of monetary benefits to all eligible creditors as set out in the arrangement.

### **3. Reduction of claims**

- 3.1. To the extent these Proposed Terms of Arrangement do not provide for satisfaction of the claims covered by the arrangement, the individual creditors' claims against the Company, covered by the arrangement, will be cancelled as of the date on which the court's decision approving the arrangement becomes final.

## **B. TERMS FOR INDIVIDUAL GROUPS:**

- 1. Group 1: Creditors with monetary claims whose aggregate value does not exceed PLN 10,000 (ten thousand zloty) as at the Arrangement Date, with the exception of their claims classified in Group 5 and Group 6 and with the exception of creditors assigned to Group 7 (“Group 1”).**

- 1.1. Group 1 comprises creditors whose total monetary claims against the Company, covered by the arrangement, on all accounts, including on account of statutory, contractual or other interest accrued on the principal amount until the Arrangement Date, do not exceed in aggregate PLN 10,000 (ten thousand zloty) in relation to each creditor as at the Arrangement Date. Where a Group 1 creditor has claims based on which such creditor is concurrently classified for inclusion in Group 5 or Group 6, such creditor will, to the extent of such claims, be included in Group 5 or Group 6, and the claims based on which such creditor is classified for inclusion in Group 5 or Group 6 will be satisfied on the terms provided for such Group. Group 1 does not include creditors belonging to Group 7.

- 1.2. In Group 1, creditors' claims will be satisfied by the Company as follows:

Payment of principal: Claims for the principal amount will be satisfied by the Company through payment of the following Arrangement Instalments on the following Arrangement Instalment Payment Dates:

Arrangement Instalment Payment Dates	Payment Date 1	Payment Date 2	Payment Date 3	Payment Date 4
Instalment size	25%	25%	25%	25%

Cancellation of ancillary claims: Ancillary claims for statutory, contractual or other interest, including tax arrears, will be cancelled in full.

**2. Group 2: Creditors with monetary claims whose aggregate value exceeds PLN 10,000 (ten thousand zloty) and does not exceed PLN 100,000 (one hundred thousand zloty) as at the Arrangement Date, with the exception of their claims classified in Group 5 and Group 6 and with the exception of creditors assigned to Group 7 (“Group 2”).**

2.1. Group 2 comprises creditors whose total monetary claims against the Company, covered by the arrangement, on all accounts, including on account of statutory, contractual or other interest accrued on the principal amount until the Arrangement Date, exceed PLN 10,000 (ten thousand zloty) and do not exceed PLN 100,000 (one hundred thousand zloty) in relation to each creditor as at the Arrangement Date. Where a Group 2 creditor has claims based on which such creditor is concurrently classified for inclusion in Group 5 or Group 6, such creditor will, to the extent of such claims, be included in Group 5 or Group 6, and the claims based on which such creditor is classified for inclusion in Group 5 or Group 6 will be satisfied on the terms provided for such Group. Group 2 does not include creditors belonging to Group 7.

2.2. In Group 2, creditors’ claims will be satisfied by the Company as follows:

Payment of principal: Claims for the principal amount will be satisfied by the Company in such a way that each creditor from Group 2 will be repaid, in Arrangement Instalments payable during the Payment Period, **PLN 10,000 (ten thousand zloty) and 50% of the excess of the creditor’s claim over PLN 10,000 (ten thousand zloty)** in the following Arrangement Instalments and on the following Arrangement Instalment Payment Dates:

1. On Payment Date 1, each Group 2 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
2. On Payment Date 2, each Group 2 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
3. On Payment Date 3, each Group 2 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
4. On Payment Date 4, each Group 2 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
5. On the dates falling in the period from Payment Date 5 to Payment Date 20, each Group 2 creditor will be paid arrangement instalments in the amount calculated in accordance with the table below, with the proviso that each of the specified arrangement instalments will be calculated based on the amount of satisfaction due to a given Group 2 Creditor under Group 2 (i.e.: PLN 10,000 and 50% of the excess over PLN 10,000) less the amount to be paid to such Group 2 Creditor on Payment Date 1, Payment Date 2, Payment Date 3 and Payment Date 4, that is PLN 10,000 (ten thousand zloty) in total:

Arrangement Instalment Payment Dates	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12
Instalment size	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%

<b>Arrangement Instalment Payment Dates</b>	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Payment Date 17	Payment Date 18	Payment Date 19	Payment Date 20
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%

Cancellation of ancillary claims: Ancillary claims for statutory, contractual or other interest, including tax arrears, will be cancelled in full.

**3. Group 3: Creditors with monetary claims whose aggregate value exceeds PLN 100,000 (one hundred thousand zloty) and does not exceed PLN 1,000,000 (one million zloty) as at the Arrangement Date, with the exception of their claims classified in Group 5 and Group 6 and with the exception of creditors assigned to Group 7 (“Group 3”).**

3.1. Group 3 comprises creditors whose total monetary claims against the Company, covered by the arrangement, on all accounts, including on account of statutory, contractual or other interest accrued on the principal amount until the Arrangement Date, exceed PLN 100,000 (one hundred thousand zloty) and do not exceed PLN 1,000,000 (one million zloty) in relation to each creditor as at the Arrangement Date. Where a Group 3 creditor has claims based on which such creditor is concurrently classified for inclusion in Group 5 or Group 6, such creditor will, to the extent of such claims, be included in Group 5 or Group 6, and the claims based on which such creditor is classified for inclusion in Group 5 or Group 6 will be satisfied on the terms provided for such Group. Group 3 does not include creditors belonging to Group 7.

3.2. In Group 3, creditors’ claims will be satisfied by the Company as follows:

Payment of principal: Claims for the principal amount will be satisfied by the Company in such a way that each creditor from Group 3 will be repaid, in Arrangement Instalments payable during the Payment Period, **PLN 55,000 (fifty five thousand zloty) and 25% of the excess of the creditor’s claim over PLN 100,000 (one hundred thousand zloty)** in the following Arrangement Instalments and on the following Arrangement Instalment Payment Dates:

1. On Payment Date 1, each Group 3 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
2. On Payment Date 2, each Group 3 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
3. On Payment Date 3, each Group 3 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
4. On Payment Date 4, each Group 3 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
5. On the dates falling in the period from Payment Date 5 to Payment Date 20, each Group 3 creditor will be paid arrangement instalments in the amount calculated in accordance with the table below, with the proviso that each of the specified arrangement instalments will be calculated based on the amount of satisfaction due to a given Group 3 Creditor under Group 3 (i.e.: PLN 55,000 and 25% of the excess of the creditor’s claim over PLN 100,000) less the amount to be paid to such Group 3 Creditor on Payment Date 1, Payment Date 2, Payment Date 3 and Payment Date 4, that is PLN 10,000 (ten thousand zloty) in total:

<b>Arrangement Instalment Payment Dates</b>	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%
<b>Arrangement Instalment Payment Dates</b>	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Payment Date 17	Payment Date 18	Payment Date 19	Payment Date 20

Instalment size	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%
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Cancellation of ancillary claims: Ancillary claims for statutory, contractual or other interest, including tax arrears, will be cancelled in full.

**4. Group 4: Creditors with monetary claims whose aggregate value exceeds PLN 1,000,000 (one million zloty) as at the Arrangement Date, with the exception of their claims classified in Group 5 and Group 6 and with the exception of creditors assigned to Group 7 (“Group 4”).**

4.1. Group 4 comprises creditors whose total monetary claims against the Company, covered by the arrangement, on all accounts, including on account of statutory, contractual or other interest accrued on the principal amount until the Arrangement Date, exceed PLN 1,000,000 (one million zloty) as at the Arrangement Date. Where a Group 4 creditor has claims based on which such creditor is concurrently classified for inclusion in Group 5 or Group 6, such creditor will, to the extent of such claims, be included in Group 5 or Group 6, and the claims based on which such creditor is classified for inclusion in Group 5 or Group 6 will be satisfied on the terms provided for such Group. Group 4 does not include creditors belonging to Group 7.

4.2. In Group 4, creditors’ claims will be satisfied by the Company as follows:

Payment of principal: Claims for the principal amount will be satisfied by the Company in such a way that each creditor from Group 4 will be repaid, in Arrangement Instalments payable during the Payment Period, **PLN 280,000 (two hundred and eighty thousand zloty) and 10% of the excess of the creditor’s claim over PLN 1,000,000 (one million zloty)** in the following Arrangement Instalments and on the following Arrangement Instalment Payment Dates:

1. On Payment Date 1, each Group 4 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
2. On Payment Date 2, each Group 4 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
3. On Payment Date 3, each Group 4 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
4. On Payment Date 4, each Group 4 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100);
5. On the dates falling in the period from Payment Date 5 to Payment Date 20, each Group 4 creditor will be paid arrangement instalments in the amount calculated in accordance with the table below, with the proviso that each of the specified arrangement instalments will be calculated based on the amount of satisfaction due to a given Group 4 Creditor under Group 4 (i.e., PLN 280,000 and 10% of the excess of the creditor’s claim over PLN 1,000,000) less the amount to be paid to such Group 4 Creditor on Payment Date 1, Payment Date 2, Payment Date 3 and Payment Date 4, that is PLN 10,000 (ten thousand zloty) in total:

<b>Arrangement Instalment Payment Dates</b>	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%
<b>Arrangement Instalment Payment Dates</b>	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Payment Date 17	Payment Date 18	Payment Date 19	Payment Date 20
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%

Cancellation of ancillary claims: Ancillary claims for statutory, contractual or other interest, including tax arrears, will be cancelled in full.

5. **Group 5: Creditors with claims for compensation, irrespective of the amount, for: a) non-performance or improper performance of a non-monetary obligation, including, but not limited to: (i) delay or default in performance other than monetary performance, (ii) damages for non-performance and improper performance of a non-monetary obligation, (iii) contractual penalties and interest other than on monetary obligations, (iv) guarantee obligations, (v) warranty obligations, (b) claims for lost profits – regardless of the source of the obligation, c) unjust enrichment, d) damage caused by tort, e) liability for non-performance, improper performance of a contractual obligation by a third party, other than a monetary guarantee or surety for monetary obligations, f) liability for tortious acts of a third party, g) other non-contractual obligations not included in other Groups. Group 5 does not include creditors belonging to Group 7.**

5.1. Group 5 includes creditors with arrangement claims against the Company, irrespective of the amount, for: a) non-performance or improper performance of a non-monetary obligation, including, but not limited to: (i) delay or default in performance other than monetary performance, (ii) damages for non-performance and improper performance of a non-monetary obligation, (iii) contractual penalties and interest other than on monetary obligations, (iv) guarantee obligations, (v) warranty obligations, (b) claims for lost profits – regardless of the source of the obligation, c) unjust enrichment, d) damage caused by tort, e) liability for non-performance, improper performance of a contractual obligation by a third party, other than a monetary guarantee or surety for monetary obligations, f) liability for tortious acts of a third party, g) other non-contractual obligations not included in other Groups. Group 5 does not include creditors belonging to Group 7.

5.2. In Group 5, creditors' claims will be satisfied by the Company as follows:

Payment of principal: Claims for the principal amount will be satisfied by the Company in 6% of the total amount with respect to each claim in the following Arrangement Instalments and on the following Arrangement Instalment Payment Dates:

1. On Payment Date 1, each Group 5 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100) with the proviso that if the total amount of satisfaction for a given Group 5 creditor in accordance with the terms of Arrangement for Group 5 is lower than: PLN 10,000 (ten thousand zloty), such Group 5 creditor will be paid on Payment Date 1 an amount being the product of 25% and the total satisfaction of such Group 5 creditor in accordance with the terms of Arrangement for Group 5;
2. On Payment Date 2, each Group 5 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100) with the proviso that if the total amount of satisfaction for a given Group 5 creditor in accordance with the terms of Arrangement for Group 5 is lower than: PLN 10,000 (ten thousand zloty), such Group 5 creditor will be paid on Payment Date 2 an amount being the product of 25% and the total satisfaction of such Group 5 creditor in accordance with the terms of Arrangement for Group 5;
3. On Payment Date 3, each Group 5 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100) with the proviso that if the total amount of satisfaction for a given Group 5 creditor in accordance with the terms of Arrangement for Group 5 is lower than: PLN 10,000 (ten thousand zloty), such Group 5 creditor will be paid on Payment Date 3 an amount being the product of 25% and the total satisfaction of such Group 5 creditor in accordance with the terms of Arrangement for Group 5;

4. On Payment Date 4, each Group 5 creditor will be paid: PLN 2,500 (twenty five hundred zloty, 00/100) with the proviso that if the total amount of satisfaction for a given Group 5 creditor in accordance with the terms of Arrangement for Group 5 is lower than: PLN 10,000 (ten thousand zloty), such Group 5 creditor will be paid on Payment Date 4 an amount being the product of 25% and the total satisfaction of such Group 5 creditor in accordance with the terms of Arrangement for Group 5;
5. On the dates falling in the period from Payment Date 5 to Payment Date 20, each Group 5 creditor whose total satisfaction in accordance with the terms of Arrangement for Group 5 is higher than PLN 10,000 (ten thousand zloty) will be paid arrangement instalments in the amount calculated in accordance with the table below, with the proviso that each of the specified arrangement instalments will be calculated based the amount of satisfaction due to a given Group 5 Creditor under Group 5 less the amount to be paid to such Group 5 creditor on Payment Date 1, Payment Date 2, Payment Date 3 and Payment Date 4, that is PLN 10,000 (ten thousand zloty) in total:

<b>Arrangement Instalment Payment Dates</b>	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%
<b>Arrangement Instalment Payment Dates</b>	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Payment Date 17	Payment Date 18	Payment Date 19	Payment Date 20
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%

Cancellation of ancillary claims: Ancillary claims for statutory, contractual or other interest, including tax arrears, will be cancelled in full.

6. **Group 6: Creditors who have claims in respect of social insurance contributions in the part financed by the Company as the employer, in respect of contributions to the Labour Fund, Guaranteed Employee Benefit Fund, Bridge Pension Fund and other liabilities of the Company towards the Social Insurance Institution, in particular interest for delay in payment of the contributions, enforcement costs, reminder costs and the additional fee, i.e. the claim referred to in Art. 160.1 of the Restructuring Law (“Group 6”).**

6.1. Group 6 comprises creditors who have claims in respect of social insurance contributions in the part financed by the Company as the employer, in respect of contributions to the Labour Fund, Guaranteed Employee Benefit Fund, Bridge Pension Fund and other liabilities of the Company towards the Social Insurance Institution, in particular interest for delay in payment of the contributions, enforcement costs, reminder costs and the additional fee, i.e. the claim referred to in Art. 160.1 of the Restructuring Law.

6.2. In Group 6, creditors’ claims will be satisfied by the Company as follows:

Repayment of principal and ancillary claims: Claims of Group 6 creditors, that is claims for the principal amount and any ancillary claims, **will be satisfied by the Company in full**, through payment of the following Arrangement Instalments and on the following Arrangement Instalment Payment Dates:



<b>Arrangement Instalment Payment Dates</b>	Payment Date 4	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%
<b>Arrangement Instalment Payment Dates</b>	Payment Date 12	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Payment Date 17	Payment Date 18	Payment Date 19
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%

**7. Group 7: Creditors who as at the Arrangement Date are in relation to the Company a parent within the meaning of Art. 4.1.4) of the Commercial Companies Code<sup>1</sup> or a related company within the meaning of Art. 4.1.5) of the Commercial Companies Code (“Group 7”).**

7.1. Group 7 comprises creditors who as at the Arrangement Date are in relation to the Company a parent within the meaning of Art. 4.1.4) of the Commercial Companies Code or a related company within the meaning of Art. 4.1.5) of the Commercial Companies Code.

7.2. In Group 7, all creditors’ claims will be satisfied by the Company as follows:

Payment of principal: All claims for the principal amount will be satisfied by the Company in 6% of the total amount with respect to each claim in the following Arrangement Instalments and on the following Arrangement Instalment Payment Dates:

1. On Payment Date 1, each Group 7 creditor will be paid: PLN 2,500 (twenty five hundred złoty, 00/100) with the proviso that if the total amount of satisfaction for a given Group 7 creditor in accordance with the terms of Arrangement for Group 7 is lower than: PLN 10,000 (ten thousand złoty), such Group 7 creditor will be paid on Payment Date 1 an amount being the product of 25% and the total satisfaction of such Group 7 creditor in accordance with the terms of Arrangement for Group 7;
2. On Payment Date 2, each Group 7 creditor will be paid: PLN 2,500 (twenty five hundred złoty, 00/100) with the proviso that if the total amount of satisfaction for a given Group 7 creditor in accordance with the terms of Arrangement for Group 7 is lower than: PLN 10,000 (ten thousand złoty), such Group 7 creditor will be paid on Payment Date 2 an amount being the product of 25% and the total satisfaction of such Group 7 creditor in accordance with the terms of Arrangement for Group 7;
3. On Payment Date 3, each Group 7 creditor will be paid: PLN 2,500 (twenty five hundred złoty, 00/100) with the proviso that if the total amount of satisfaction for a given Group 7 creditor in accordance with the terms of Arrangement for Group 7 is lower than: PLN 10,000 (ten thousand złoty), such Group 7 creditor will be paid on Payment Date 3 an amount being the product of 25% and the total satisfaction of such Group 7 creditor in accordance with the terms of Arrangement for Group 7;
4. On Payment Date 4, each Group 7 creditor will be paid: PLN 2,500 (twenty five hundred złoty, 00/100) with the proviso that if the total amount of satisfaction for a given Group 7 creditor in accordance with the terms of Arrangement for Group 7 is lower than: PLN 10,000 (ten thousand złoty), such Group 7 creditor will be paid on Payment Date 4 an amount being the product of 25% and the total satisfaction of such Group 7 creditor in accordance with the terms of Arrangement for Group 7;
5. On the dates falling in the period from Payment Date 7 to Payment Date 20, each Group 7 creditor whose total satisfaction in accordance with the terms of Arrangement for Group 7 is

<sup>1</sup> The Commercial Companies Code of September 15th 2020 (Dz.U. of 2020, item 1526, as amended) (the “**Commercial Companies Code**”).

higher than PLN 10,000 (ten thousand zloty) will be paid arrangement instalments in the amount calculated in accordance with the table below, with the proviso that each of the specified arrangement instalments will be calculated based the amount of satisfaction due to a given Group 7 Creditor under Group 7 less the amount to be paid to such Group 7 creditor on Payment Date 1, Payment Date 2, Payment Date 3 and Payment Date 4, that is PLN 10,000 (ten thousand zloty) in total:

<b>Arrangement Instalment Payment Dates</b>	Payment Date 5	Payment Date 6	Payment Date 7	Payment Date 8	Payment Date 9	Payment Date 10	Payment Date 11	Payment Date 12
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%
<b>Arrangement Instalment Payment Dates</b>	Payment Date 13	Payment Date 14	Payment Date 15	Payment Date 16	Payment Date 17	Payment Date 18	Payment Date 19	Payment Date 20
<b>Instalment size</b>	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%	6.25%

Cancellation of ancillary claims: Ancillary claims for statutory, contractual or other interest, including tax arrears, will be cancelled in full.

8. **Group 8: Creditors who have claims in respect of taxes payable by the Company as a taxable person and payable by the Company as a tax remitter only, including personal income tax, together with related interest, default interest, enforcement costs and reminder costs (“Group 8”).**

8.1. Group 8 includes creditors who have claims in respect of taxes payable by the Company as a taxable person and payable by the Company as a tax remitter only, including personal income tax, together with related interest, default interest, enforcement costs and reminder costs.

8.2. In Group 8, creditors’ claims will be satisfied by the Company as follows:

Payment of the principal amount and ancillary claims due from the Company as a tax remitter only, including as a remitter of personal income tax: Claims of Group 8 creditors, that is the principal amount and any ancillary claims owed by the Company **as a tax remitter only**, including as a remitter of personal income tax, will be satisfied by the Company **in full in 12 monthly arrangement instalments of equal amount**, in such a way that the first arrangement instalment will be paid by the Company on Payment Date 1 and the next 11 arrangement instalments will be paid at the end of each of the 11 months immediately following Payment Date 1.

Payment of the principal amount and ancillary claims due from the Company as both a taxable person and a tax remitter: Claims of Group 8 creditors, that is the principal amount and any ancillary claims owed by the Company **as both a taxable person and a tax remitter**, will be satisfied by the Company **in 50% of the total amount, with respect to each claim in 12 monthly arrangement instalments of equal amount**, in such a way that the first arrangement instalment will be paid by the Company on Payment Date 1 and the next 11 arrangement instalments will be paid at the end of each of the 11 months immediately following Payment Date 1.