

Giving consent to incur a liability regarding execution of a loan agreement with the European Investment Bank

Current Report No. 5/2020 of 25 March 2020

Legal basis (selected in ESPI):

Article 17 Section 1 of MAR – confidential information

The Management Board of PKP CARGO S.A. (“Company”, “Borrower”) reports that on 25 March 2020 the PKP CARGO S.A. Supervisory Board gave consent to incur a liability by executing a loan agreement with the European Investment Bank with its registered office in Luxembourg (“Bank”, “EIB”) on whose basis an investment loan (“Loan”) will be made available to the Company up to a maximum value of EUR 200 million, earmarked to finance and/or refinance the investment plan, with the proviso that disbursement of a loan amount under the EIB agreement above EUR 60 million requires each time the consent of the PKP CARGO S.A. Supervisory Board.

According to the agreement, the Loan will be available for 36 months from its date of execution. The interest on the loan will be accrued at a fixed or variable interest rate. If variable interest is selected, the applicable rate will be WIBOR or EURIBOR (the reference rate is determined depending on the loan tranche disbursement currency) plus a margin.

The Loan will not be collateralized against the Company’s assets.

The agreement’s other terms and conditions will not deviate from the terms and conditions generally applicable to similar credit transactions.

Specific legal basis:

Article 17 Section 1 of Regulation (EU) No. 596/2014 of the European Parliament and of the Council on Market Abuse.