

## **Conclusion of contracts of significant value with bank PEKAO S.A.**

Current report no 65/2015 from 16 November 2015

*Legal basis (selected in ESPI):*

*Art. 56 sec. 1 item 2 of the Act on Offering – Current and Periodic Information*

The Management Board of PKP CARGO S.A. (the “Company”, the “Borrower”) hereby informs about a conclusion on 16 November 2015 by the Company and Bank Polska Kasa Opieki S.A. with its registered seat in Warsaw (the "Bank") of a credit agreement, pursuant to which the Company will be granted an investment loan (the “Loan”) up to a total maximum amount of PLN 700 million, for financing and/or refinancing of investments resulting from an investment plan and/or financing and/or refinancing of other activities in the area of mergers and acquisitions (the "Agreement").

The Loan will be granted in two parts:

- 1) Part I – to the amount of PLN 315 million, which can be increased up to a maximum amount of PLN 350 million, if the companies of the PKP CARGO Group do not take advantage of a credit limit up to a maximum amount of PLN 35 million;
- 2) Part II - to the amount of PLN 315 million, which can be increased up to a maximum amount of PLN 350 million, if the companies of the PKP CARGO Group do not take advantage of a credit limit up to a maximum amount of PLN 35 million.

According to the Agreement, the aforementioned credit limits will be granted by the Bank to the companies of the PKP CARGO Group on the basis of separate loan agreements to be concluded between these companies and the Bank.

Pursuant to the Agreement, the Borrower may use the Loan not later than until 31 December 2016. The Borrower is obligated to repay the Loan in quarterly installments on the conditions specified in the Agreement, not later than: (i) seven years from the end of the availability period but not later than on 31 December 2023 in the case of Part I of the Loan and (ii) ten years from the end of the availability period but not later than on 31 December 2026 in the case of Part II of the Loan.

The interest rate applicable to each use of the Loan is equal to the variable WIBOR rate applicable for 3 month deposits plus the Bank's margin.

The Agreement provides for the possibility of early repayment of the Loan without having to pay additional fees by the Borrower.

The Agreement is not collateralized by any specific assets of the Company.

Other conditions of the Agreement do not differ from those commonly used in similar credit transactions.

The Agreement is considered significant because of its value exceeding 10% of the Company's equity. On the day preceding the publication of this current report, i.e. as of 15 November 2015 the total value

of the liabilities of the Borrower and its subsidiaries towards the UniCredit Group amounted to ca. PLN 29 million.

Legal basis:

§ 5 sec. 1 item 3 of the Regulation of the Minister of Finance of 19 February 2009 on current and periodical information provided by issuers of securities and the conditions for recognition as equivalent information as required by the law of a non-Member State (Journal of Laws of 2014, item 133).