

**SCHEDULE NO. 11  
TO THE RESTRUCTURING AGREEMENT**

**NEW FINANCING AGREEMENT**

*[the basic terms for the new financing]*

**Lenders** – *[to be agreed]*.

**Borrower** – the Company.

**Financing** – the post-restructuring financing made available to the Company on the terms set forth in the New Financing Agreement.

**Amount** – PLN 250,000,000 (the “**Minimum Amount**”) or more, subject to availability and the terms offered by lenders; there can be third-party lenders for any amount of the Financing in excess of the Minimum Amount, however, any amounts in excess of the Minimum Amount shall not be covered by the terms of the Restructuring Agreement. Should the Company receive offers for Financing in excess of the Minimum Amount, the Company will assess such offers and may accept them pro rata or reject them in part or in whole at its sole discretion based on economic and liquidity considerations.

**Instrument** – credit facility, cash loan, bank/insurance/cash guarantees and bonds.

**Term** – equal to or exceeding the Arrangement Performance Term.

**Commitment** – fully and unconditionally committed for the Term.

**Drawings** – when required by the Company according to the financial plan, subject to prudent liquidity ratios being met at the time of disbursements.

**Collateral** – first ranking pledge over the RAFAKO S.A. shares directly or indirectly owned and controlled by the Company or other collateral agreed in the New Financing Agreement.

**Pricing** – arm’s length according to the market.

**Repayment** – bullet repayment at the Repayment End Date, or potentially later – on the terms to be agreed in the New Financing Agreement.

**Prepayment** – partial early payment at the Company’s discretion on the terms to be agreed in the New Financing Agreement, subject to prudent liquidity ratios being met at the time of each repayment.

**Covenant to utilize** – the Company shall covenant to utilize the Financing in full.

**Restructuring Finance Fee** – should the Company fail to utilize the Financing up to the amount which is Committed from time to time during the Term by each Creditor (the “**Restructuring Lender**”) who agrees to participate in the New Financing Agreement, the Company should pay each Restructuring Lender a fee (“**Restructuring Finance Fee**”) for the duration and in proportion commensurate to the amount or amounts of such Restructuring Lender’s Commitments so that the sum of the Restructuring Finance Fee and the Additional Repayments accrued pursuant to the Arrangement equal the Maximum Amount of Additional

Repayment the Restructuring Lender is entitled to on the basis of its Commitments outstanding from time to time and provided further that the Restructuring Finance Fee shall not accrue if the Restructuring Lender withholds, cancels or limits a drawing of any Committed amount by the Company.