

## (Current Report No. 130/2017)

29/12/2017

### Execution of Amendment to Loan Agreement with Bank Zachodni WBK S.A. by Issuer's Subsidiary

Legal basis: Article 17(1) of MAR - Inside Information

The Management Board of LC Corp S.A. ("the Issuer" or "the Company") informs that on 29/12/2017 an Issuer's subsidiary, namely Arkady Wrocławskie S.A. (hereinafter referred to as "the Borrower"), in which the Issuer holds 100% of shares and votes at the General Meeting, and an entity not affiliated with the Issuer, Bank Zachodni WBK S.A. ("the Lender"), executed an amendment ("the Amendment") to a consortium loan agreement entered into on 28/02/2008 between the Borrower and a consortium of banks comprised of ING Bank Śląski S.A. and Bank Zachodni WBK S.A. ("the Loan Agreement"), and information concerning the execution of the said Agreement was disclosed by the Issuer in the Current Report No. 12/2008 of 29/02/2008.

Prior to entering into the Amendment, i.e. on 27/12/2017, an amendment to the Loan Agreement was executed between the Borrower and ING Bank Śląski S.A. and Bank Zachodni WBK S.A., as the existing consortium of lending banks, under which ING Bank Śląski S.A. assigned (the assignment of receivables) to Bank Zachodni WBK S.A. its receivables against the Borrower arising from the loan granted within the framework of the bank consortium ("the ING's Receivables"), and Bank Zachodni WBK S.A. accepted the said assignment becoming thus the sole lender. In addition to the ING's Receivables, also all the entitlements, rights and claims, and all the risks and obligations relating to the ING's Receivables were assigned to Bank Zachodni WBK S.A.

In accordance with the provisions of the Amendment and for the purpose thereof, the period of financing provided under the Loan Agreement has been extended.

The amount of loan granted under the Amendment is EUR 25,000,000.

The loan repayment date set out in the amendment to the Loan Agreement is 31/12/2022.

The interest on the loan given under the Amendment was based on EURIBOR rate plus a margin determined under arm's length conditions.

In addition to securities provided under the Loan Agreement, and apart from the changes arising out of the loan repayment date and loan amount changed by the Amendment, the following have been included:

- a) All the Borrower's real property mortgaged up to EUR 37,500,000 as an investment loan repayment first rank security for the benefit of the Lender and as a security for all the Lender's existing and future cash receivables arising from Framework Agreements and Collar Transactions including interest and other receivables;
- b) Agreements hedging against the Collar interest rate risk, which agreements will be secured by a mortgage on all the Borrower's real property in the amount of 150% of the limit determined in the Collar interest rate hedge transaction up to PLN 8,250,000, with the said security being the same rank security as the ones mentioned at (a) above, for the benefit to the Lender, to secure the Lender's receivables arising from the Collar interest rate hedge transaction;

Furthermore, all the securities provided under the Loan Agreement – as a consequence of executing the Amendment and the amendment to the Loan Agreement pursuant to which Bank Zachodni WBK S.A. became the sole lender – have been assigned to (or provided again for the benefit of) Bank Zachodni WBK S.A. (which concerns, specifically, financial and registered pledges on all the Borrower's accounts, a registered pledge on the Borrower's shares, declarations on submission to enforcement pursuant to Art. 777 of the Code of Civil Procedure made by the Borrower and the Issuer as the Borrower's shareholder, a subordination agreement and a support agreement to which the Issuer is also a party).

The other terms and conditions set out in the amendment to the Loan Agreement are not different from those commonly set out in agreements of this type.

According to the Issuer, this information constitutes inside information within the meaning of Article (1) of the MAR.