

1. Significant events and transactions

Information on court proceedings with Clean & Carbon Energy S.A. and Texas Ranch Company Wizja P.S. sp. z o.o. SKA with declared bankruptcy with composition agreements (both as the plaintiff and the defendant) in connection with the implementation of the so-called Investment Agreement, Settlement Agreement 2014, New Settlement Agreement of 7.11.2017 and the payment of bill of exchange receivables.

In the previous financial statements, the Management Board of the Issuer presented a list of significant disputes and court proceedings in which the Issuer is the plaintiff or the defendant, together with the main information on the nature and course of such disputes. The scenarios describing potential risks and financial effects of termination of disputes and court proceedings (Consolidated financial statements as of 31.03.2017 published on 29.06.2017) were also presented. Due to the fact that on 7.11.2017 a New Settlement Agreement was signed, the Management Board of the Issuer treats the implementation of the New Settlement provisions described below as a base scenario. However, the probability of occurrence of scenarios presented in the Consolidated financial statement as of 31.03.2017 - is null, both under the base scenario and under other scenarios that are currently not considered.

Purpose and effect of the New Settlement Agreement

On 7 November 2017, in view of the challenge made by CCE and its related shareholders to the Settlement Agreement 2014 and the cessation of its execution, an out-of-court New Settlement Agreement was concluded.

The settlement was concluded between the following entities:

- Activa S.A. with its registered office in Poznań („Activa”),
- Contanisimo Ltd with its registered office in Nicosia („Contanisimo”),
- Komputronik Signum Sp. z o.o. with its registered office in Poznań („KT Signum”),
- Komputronik S.A. with its registered office in Poznań („KT”),

Jointly referred to as „Komputronik Group”

- Goldpol Poznań Sp. z o.o. with its registered office in Poznań („Goldpol”),
- Violet Investments Sp. z o.o. with its registered office in Poznań („Violet Investments”),

acting independently from the "Komputronik Group" when implementing the provisions of the New Settlement Agreement in order to exercise its rights under the New Settlement Agreement

- Clean & Carbon Energy S.A. with its registered office in Koszewko („CCE”),

and

- Bio-kasz Sp. z o.o. with its registered office in Koszewko („Bio-kasz”),
- Texas Ranch Company Wizja PS Sp. z o.o. S.K.A. in bankruptcy with composition agreements with its registered office in Koszewko („TRC”),
- Halina Paszyńska represented by Stanisław Paszyński – the Proxy – acting in the agreement with CCE..

The purpose of the New Settlement Agreement was to definitively settle all legal disputes between the parties arising from the Investment Agreement and the cases concerning payment of bills of exchange issued by CCE, which were acquired by Komputronik, in March 2011, by means of endorsement from a financial institution holding rights to the bills of exchange, as well as other claims. The most important legal issues of a property nature, the status of which has been settled (obligation to conclude the cases) under the New Settlement, include:

1. Action brought by Komputronik S.A. against CCE for the payment of the bill of exchange in the amount of PLN 5.000.000. with interest for late payment, before the District Court in Warsaw under case no. XVI GC 534/11;
2. Action brought by Komputronik S.A. against CCE for the payment of the bill of exchange in the amount of PLN 4.000.000. with interest for late payment, before the District Court in Warsaw under case no. XVI GC 981/14;

3. Action brought by Contanisimo against CCE as a guarantor for payment of the Put Option Shares sale price within the meaning of Article 17 of the Investment Agreement, which was conducted under file no. SA 146/12 of the Court of Arbitration of the Polish Chamber of Commerce, which has not been legitimately resolved;
4. Action brought by CCE against the Issuer for the payment of PLN 28.500.000 before the Court of Arbitration of the Polish Chamber of Commerce in Warsaw under file no. SA 200/13.
5. Action brought by CCE against Contanisimo for the payment of PLN 6.500.000, before the Court of Arbitration of the Polish Chamber of Commerce in Warsaw under file no. SA 254/12/W, where on 15-09-2014 the Court of Arbitration passed an unfavourable sentence for Contanisimo, to which CCE effectively withdrew its application for the enforcement clause, after which, taking advantage of the fact that certain resolutions of the Extraordinary General Meeting of Shareholders of 10.10.2014 was suspended, CCE filed again the application for the enforcement clause.

The New Settlement Agreement was signed on the assumption that the parties would suspend all court and enforcement proceedings for the original period of 9 months (prolonged for another 2 months - due to the conclusion of Annex No. 3 of 25 June 2018 to the New Settlement Agreement) in order to fulfil all the conditions precedent under which it was concluded. **Subsequently, after the effective implementation of the New Settlement Agreement, the parties undertook to terminate all proceedings by discontinuing them.** In the Settlement Agreement, the Parties also undertook to refrain from activities aimed at initiating new disputes as well as activities aimed at continuing or intensifying those to be terminated.

As at the date of publication of this report, the parties to the New Settlement Agreement have concurrently fulfilled all possible obligations resulting from the stages of their implementation assumed in the New Settlement Agreement, currently only waiting for entries to be made by the competent departments of the land and mortgage register departments. Pursuant to annex no. 3 of the New Settlement Agreement concluded by the parties, provided that the above-mentioned entries are made by competent departments of land and mortgage registers, on 14 September 2018 the parties to the New Settlement Agreement shall recognise the performance of all conditions precedent to the entry of the New Settlement Agreement into force.

1. The most important economic effects of the New Settlement Agreement on the Issuer and the Komputronik Group:

a. The Capital Group of the Issuing Party shall remain the owner or become the owner of the real estate in Stargard, Gorzów Wielkopolski and the one located in the Mazowieckie Voivodeship (or another real estate or perpetual usufruct of an investment character, agreed separately between KT and CCE) - with a total value of **PLN 28.8 m**, according to the current reports prepared by the statutory valuers. Under the previous settlement of 2014, which was challenged by some CCE shareholders, the Komputronik Group acquired real estate worth PLN 66.6m - however, in practice, they could not be used for operating activities, as they were subject to divestment and encumbrance bans. Some of these properties have been retransferred as part of the New Settlement Agreement process (or are awaiting approval of their return by administrative authorities or courts);

b. Acquisition by the Komputronik Group, through its new subsidiary Mineralia sp. z o.o., of rights to profits of up to PLN 35 million from a mining project on the land located in the municipality of Główny (Słupsk powiat). The obtained right requires detailed geological surveys, preparation of feasibility studies and cost-effectiveness analyses of the project. The process carried out in this respect has not been completed, however, the official documentation confirms the occurrence of the deposit, and the final size and value of the deposit and its exploitation rights will be possible to define after the completion of the process described above. Due to the complexity and length of proceedings for this type of investments, the time horizon is several years. Therefore, due to the above conditions, in accordance with the principles of prudent valuation and the recommendations of the statutory auditors, the fair value of the aforementioned rights has not been taken into account in the current valuation of Mineralia (the owner of the rights). The implementation of the project in the future, depending on the terms of the agreement specifying the cooperation, or future sale of this right to other entities, shall result in the recognition of the value of the right in the valuation of Mineralia and shall have a positive impact on the future consolidated financial statements of Komputronik Group;

c. Transfer, to TRC and CCE, the ownership of all other real estate owned by ACTIVA, GOLDPOL and VIOLET INVESTMENT, which were originally acquired by ACTIVA under the Settlement Agreement 2014, i.e. those which under the New Settlement Agreement shall not remain the property of the Komputronik Group; and waiver

of any bill of exchange and other receivables arising from various claims related to the conclusion of the Investment Agreement;

d. Transfer of ownership of 30.582.274 CCE shares from brokerage accounts of companies in Komputronik Group to a CCE subsidiary designated in the Settlement Agreement. These shares were treated by the Issuer as off-balance sheet assets.

e. Termination of the Investment Agreement of 24 July 2010 with the consequences described in the following section.

In the opinion of the parties, under the New Settlement Agreement, the parties **achieve balanced economic settlements of an economically equivalent nature**. The cessation of legal disputes shall significantly reduce the cost of legal services, as well as shall eliminate the potential risk of negative court decisions. Moreover, it shall allow the Issuer's Management Board to focus on further development of the Issuer's core business.

As a result of the above changes in the assets, as well as the application of a prudent approach to the valuation of property rights from the extraction project, both in the single financial statements and in the consolidated financial statements, we have shown balance sheet losses. The total impact of recording all settlement operations on the consolidated financial results of Komputronik Group was negative and amounted to approx. (PLN -42.3 million). On a stand-alone basis, the decrease of Komputronik S.A.'s results amounted to approximately (PLN-24.8 million). **These changes to the financial results are not caused by negative financial flows** (except for legal, notarial and court costs).

2. Termination of the Investment Agreement

The termination of the Investment Agreement of 24 July 2010 and of the agreements concluded as a result of its execution, about which the Issuer informed in the current report No.16/2010, was made with the reservation that:

- none of the parties to the New Settlement Agreement shall have the right to claim reimbursement of services already provided under the Investment Agreement and the Executive Agreements, and has no right to claim any compensation or any other service that the Parties have discussed and agreed under the New Settlement Agreement;
- the increase in CCE's share capital under resolution 23 of 1 September 2010 through the issuance of series J and K shares in CCE's share capital is effective and valid;
- neither the Issuing Party, nor Contanisimo, nor any of its shareholders or partners shall be obliged to sell any shares in the share capital of Komputronik to any other person;
- the sale of the chain of stores and trademarks between CCE and the Issuer and Contanisimo, respectively, pursuant to Art. 6 of the Investment Agreement, shall remain in effect and shall be effective and valid, and the settlement of the transaction shall be governed by the New Settlement Agreement;
- the purchase of receivables due from Techmex S.A. to CCE by El corn sp. z o.o. seated in Koszewko is effective and valid;
- the purchase by the Issuer of real estate in Tanów from Stanisław and Halina Paszyński is effective and valid;
- neither TRC nor CCE shall be obliged to pay the price for the shares of the PUT Option; the term is defined in the Investment Agreement;
- the Issuer waives any right to claim any amounts due from the Issuer to CCE on bills of exchange or any other claims it may have against any entity outside Komputronik Group which may have arisen in connection with the conclusion of the Investment Agreement;
- the parties to the New Settlement Agreement made a statement that, after meeting the conditions precedent in any of the legal relations resulting from the conclusion of the contracts, agreements or other mutual relations, in the period from July 2010 to the date of the conclusion of the New Settlement Agreement, neither of the parties suffered any mutual damage, or at least, exclusively for precautionary purposes, the parties declare that it has been repaired;

THE LEGAL STATUS OF THE NEW AGREEMENT

1. Conditions precedent to the implementation of the New Settlement Agreement

The Parties have agreed that the New Settlement Agreement shall be concluded under three joint conditions precedent - as specified in the Annex no. 3 of 25 June 2018 to the New Settlement Agreement, i.e.

- a. before the District Court in Szczecin in the case of ref. no. VIII GC 32/15, a court settlement shall be concluded with the content specified in the provisions of the Settlement Agreement, and the Court conducting the proceedings shall not object to its conclusion and shall legitimately dismiss the proceedings, while the competent Land and Mortgage Register Department shall, on the basis of the court settlement, enter the ownership right to the real estate in Cecenowo in favour of TRC, constituting plots of land number 231/15, , 231/16, 213/24, 213/26, 231/18, 231/19, 231/20, 213/37, 213/38, 250, 265, 233, 249, 238, 236/2, 244, 264, 218, 252, 240, 242, 263, 266, 220/13, 226/3, 226/6, 254/2, and the ownership of the real estate in Skalina comprising of plot no 347/7, and the ownership of the plot no.100/4 located in Stargard;

The first condition is currently being finalised. A court settlement was concluded in the proceedings referred to above, and the court has legitimately discontinued the proceedings. Currently, the parties are waiting for the legally binding entries in the land and mortgage registers made on the basis of the court settlement becoming effective.

- b. before the District Court in Poznań, in case no. IX GC 1028/17, a court settlement shall be concluded with the content specified in the Settlement Agreement, and the Court conducting the proceedings shall not object to its conclusion and shall discontinue the proceedings by way of a final decision, while the competent Land and Mortgage Register Department, on the basis of the court settlement concluded, shall enter, in favour of CCE, the ownership right to the real estate on plots of land 100/5 and 100/6 in Stargard

or

with the consent of the Director General of the National Support Centre for Agriculture (KOWR), pursuant to Article 2a of the Act of 11 April 2003 on the shaping of the agricultural system, the ownership of plots of land located in Stargard No. 100/5 and No. 100/6 shall be transferred by VIOLET to the CCE; however, if by **14 September 2018** the alternative condition specified in item b above is not fulfilled, then the so-called second condition precedent to the settlement arises if VIOLET provides CCE with the right to use the plots of land No. 100/5 and No. 100/6 located in Stargard and this right shall be legally recorded in the newly established land and mortgage register in favour of CCE, and VIOLET undertakes to transfer ownership of the plots of land located in Stargard of No. 100/5 and No. 100/6 to CCE as of 5 May 2021 or an earlier date, should there be a change in the legal status (change in the content of the acts) or the designation of these plots of land from agricultural to non-agricultural plots, and the obligation to transfer, VIOLET shall secure with the obligation to pay a contractual penalty, and to secure the payment of this penalty, it shall establish a mortgage on plots of land located in Stargard of No. 100/5 and No. 100/6 and shall submit to voluntary enforcement with regard to the payment of this contractual penalty with limitation of the enforcement exclusively to the subject of this mortgage.

The second condition is currently being implemented. On 26 July 2018, the Company concluded the usufruct agreement described in Section b above. Currently, the parties are waiting for the land and mortgage register court to make the entries legally binding.

- c. Under the third condition, the transfer of the following properties shall take place on the basis of a separate agreement:

- 1) Activa shall, in favour of TRC, transfer the right of perpetual usufruct of the real estates and the right of ownership of the buildings erected on these real estates in the scope of the registered plots of land No. 8/46, 8/59, 101/1, 101/2 from the area of Pogodno 126 in Szczecin, registered plots of land No. 8/35, 8/65, 8/66 located in Szczecin and the registered plots of land No. 262/44, 262/45, 262/46, 262/47 located in Gorzów Wielkopolski;

2) VIOLET INVESTMENT shall, in favour of CCE, transfer the ownership right to the real estate designated as the registered plot of land no. 100/7 from area 23 in Stargard, and the easement of passage for the benefit of each owner of all other plots of land encompassed by the land and mortgage register, and the competent Land and Mortgage Register Department shall make an entry, in favour of CCE, of the ownership right and the entry of the easement described;

The third condition was fully executed due to the fact that the entries of rights transferred to their buyers became legally binding in the land and mortgage registers.

2. Other provisions and relevant information concerning the Settlement Agreement

1) In the economic settlement, the economic equilibrium is achieved, which took place before the creation of the bond relationship in connection with the conclusion of the Investment Agreement in 2010. Thus, the parties to the New Settlement Agreement agree that once the New Settlement Agreement has been implemented, there is no mutual detriment to either party, or at least that it has been remedied (prudential statement);

2) The New Settlement Agreement is to exhaust all mutual claims of the Parties against each other, as well as claims of the Parties and their respective employees against other Parties and their respective employees, which are to be settled/ satisfied/ terminated exclusively by the entities described in the New Settlement Agreement, and which are not entitled to any claims against other entities on this account;

3) The Parties agree that both the other Parties to the New Settlement Agreement and the persons indicated in the New Settlement Agreement, only in the event of the fulfilment of conditions precedent to the New Settlement Agreement, waive all claims, whether pecuniary or non-pecuniary, other claims and rights, whether contractual, tortal, unjust enrichment, undue benefit, bond or rights in rem, or any other legal titles applicable to such relations and events.

4) List of real estate to which the Komputronik Group shall obtain ownership rights or perpetual usufruct rights after the New Settlement Agreement is completed:

a. registered plots of land No. 100/1, 100/2, 100/3 from area 23 in Stargard;

b. registered plot of land 262/40 within the Chróścik area in Gorzów Wielkopolski;

c. registered plots of land No. 351/2, 262/56, 262/31, 262/35 from the area 7 in Chróścik in Gorzów Wielkopolski;

d. land in the Mazowieckie Voivodeship or other plot of land property or perpetual usufruct of an investment nature agreed separately by the CCE and the KT;

5) Properties whose ownership or perpetual usufruct rights shall be transferred to TRC and CCE after the completion of the Settlement Agreement:

a. registered plots of land No. 8/46, 101/1, 101/2 from the Pogodno 126 area in Szczecin;

b. registered plot of land No. 8/59 from the Pogodno 126 area in Szczecin;

c. registered plot of land No 8/35 located in Szczecin;

d. registered plots no. 8/65, 8/66 located in Szczecin;

e. registered plots of land No. 262/44, 262/45, 262/46, 262/47 located in Gorzów Wielkopolski;

f. registered plots of land 100/4, 100/5, 100/6, 100/7 from area 23 in Stargard;

g. plots of land numbered 231/15, 231/16, 213/24, 213/26, 231/18, 231/19, 231/20, 213/37, 213/38, 250, 265, 233, 249, 238, 236/2, 244, 264, 218, 252, 240, 242, 263, 266, 220/13, 226/3, 226/6, 254/2 in Cecenowo

h. plot of land No. 347/7 in Skalina

3. Description of securities granted by the Issuer

Pursuant to the New Settlement Agreement, the Issuer:

- a. jointly and severally agreed with Contanisimo, Activa, Goldpol and Violet Investments to pay a contractual penalty of PLN 2.000.000 in the event of failure to fulfil any of the conditions precedent under which the settlement was concluded as a result of their culpable action;
- b. jointly and severally agreed with Contanisimo, Activa, Goldpol and Violet Investments to pay a contractual penalty of PLN 2.000.000 in the event of non-performance of the obligations specified in the Settlement Agreement;
- c. granted a surety for the payment of the promissory note issued by Wojciech Buczkowski for the amount of PLN 2.000.000 to secure potential payment for the liabilities of Activa, Goldpol and Violet in the event of non-performance of the obligations specified in the Settlement Agreement;
- d. granted a surety for the payment of a promissory note issued by Wojciech Buczkowski for the amount of PLN 2.000.000 to secure the payment of a potential contractual penalty by KT, Contanisimo, Activa, Goldpol and Violet Investments in the event of non-fulfilment of any of the conditions precedent under which the agreement was concluded due to their culpable performance (surety identical to the collateral under item a.);
- e. granted a surety for the payment of a promissory note issued by Wojciech Buczkowski for the amount of PLN 2.000.000 to secure the payment of a contractual penalty by Activa, Goldpol and Violet in the event of non-performance of obligations specified in the Settlement Agreement (surety identical to the collateral under item b.);

The Parties have agreed that once all the conditions precedent have been met and the entries in the land and mortgage registers have become legally binding, the aforementioned collaterals shall expire and the documents related to them shall be issued to the Issuer from the notary deposit.

4. Collateral granted to the Issuer and entities from the Issuer's Capital Group

- a. TRC's obligation to pay a contractual penalty of PLN 2.000.000 to Activa in the event of non-performance of the obligations specified in the New Settlement Agreement, secured with Stanisław Paszyński's promissory note in the amount of PLN 2.000.000, with a Bio-kasz promissory note guarantee;
- b. CCE's obligation to pay a contractual penalty of PLN 2.000.000 to KT in the event of non-performance of the obligations specified in the New Settlement Agreement, secured with a PLN 2.000.000 promissory note issued by Stanisław Paszyński with a Bio-kasz promissory note guarantee;
- c. joint and several liability of TRC and CCE to pay a contractual penalty in the amount of PLN 2.000.000 to KT and Activa in case of failure to fulfil any of the conditions precedent under which the New Settlement Agreement was concluded, as a result of culpable action of TRC, CCE or members of the bodies of these entities, secured by a promissory note of Stanisław Paszyński in the amount of PLN 2.000.000 with Bio-kasz promissory note guarantee;

joint and several liability of TRC oaz CCE to pay a contractual penalty in the amount of PLN 2.000.000 to KT and Activa in case of non-performance of obligations specified in the New Settlement Agreement, secured with a promissory note of PLN 2.000.000 by Stanisław Paszyński with a Bio-kasz promissory note guarantee.

The Parties have agreed that once all the conditions precedent have been met and the entries in the land and mortgage registers have become legally binding, the aforementioned collaterals shall expire and the documents related to them shall be issued to the Issuer from the notary deposit.

5. Executive agreements

In the partial, step-by-step implementation of the Settlement Agreement, the following executive agreements were concluded on 7 November 2017 (the parties to the agreements are indicated in brackets):

- a. **Tax agreement** (CCE; Activa; Violet Investments; Contanisimo; KT, Goldpol):

i. The agreement was concluded in connection with the transfer and return of real estate and perpetual usufruct rights under the New Settlement Agreement. The concluded agreement regulates the responsibility of particular entities purchasing assets such as real estate and rights of a perpetual usufructuary with regard to the payment of taxes and fees related thereto;

ii. The Parties to the Agreement agreed **that the payment of taxes and charges for perpetual usufruct, as well as any other taxes and charges, is the responsibility of the entity** which, as a result of the fulfilment of conditions precedent under which the New Settlement Agreement was concluded, **shall exercise the rights of the owner or perpetual usufructuary**. This obligation arises already from the date of fulfilment of a given condition precedent of the New Settlement Agreement;

iii. In order to secure the fulfilment of the provisions described in the Arrangement, CCE:

- Shall set up ESCROW accounts in agreement with ACTIVA, GOLDPOL, VIOLET to which it shall pay the taxes due if the administrative decision makes it impossible for the CCE to pay the taxes so that ACTIVA, GOLDPOL or VIOLET could obtain the funds from the ESCROW accounts after paying the taxes in their own name;
- to cover tax costs, CCE shall issue three blank promissory notes with a promissory note guarantee of Bio-kasz Sp. z o.o., one for each: ACTIVA, GOLDPOL and VIOLET, whereby each of these entities may fill the promissory notes for the amount equivalent to the amount of real estate tax or perpetual usufruct fee (together with interest) paid by ACTIVA, GOLDPOL and VIOLET, respectively, on the basis of a final tax decision of the competent tax authority or the request for payment with respect to the perpetual usufruct fee for the period specified in the Agreement;

iv. In order to secure the fulfilment of provisions described in the Agreement (i.e. the payment of taxes on real estate which shall remain the property of Komputronik Group), ACTIVA issues one blank promissory note guaranteed by KT, which was issued together with the promissory note declaration on the date of this Agreement, and CCE may fill in the promissory notes only for the amount equivalent to the amount of agricultural or real estate tax (together with interest) paid by CCE on the basis of a final tax decision of the competent tax authority for the period specified in the Agreement;

b. Preliminary agreement on the transfer of the ownership of real estate (**fully executed** in connection with the conclusion of the final agreement and the subsequent validation, in the land and mortgage registers, of the entry of rights transferred to the purchaser (CCE; VIOLET; Contanisimo; Goldpol)):

i. The subject of the agreement is the fulfilment of the provisions described in the New Settlement Agreement in the form of transfer of the ownership right to the plot of land No. 100/7 from area 23 in Stargard by VIOLET to CCE, by entering into an agreement obliging the parties to enter into a contract on the transfer of the said real estate;

ii. VIOLET and CCE have agreed in the Preliminary Agreement, in order to fulfil the provisions described in the New Settlement Agreement, that they shall enter into an agreement to transfer ownership of the property to CCE by the date on which the third day from the date on which the ban on disposal of the property was removed from the Land and Mortgage Register shall pass;

iii. VIOLET undertook, in the final agreement, to establish an enforcement order with respect to the release of the described real estate;

c. Property transfer agreement (Bio-kasz, Contanisimo, KT, KT Signum) - **fully executed**:

i. The agreement was concluded in order to implement the provisions of the New Settlement Agreement concerning the disposition of assets with respect to the transfer of the right of perpetual usufruct of a real estate and the transfer of 18.220.578 dematerialised shares of CCE to Bio-kasz;

ii. At the same time, the parties have established a collateral in the form of:

- Contanisimo undertakes to pay to Bio-kasz a contractual penalty in the amount of PLN 4.000.000 in the event of non-performance of the transfer of shares to Bio-kasz; at the same time, in this respect,

Contanisimo submits itself to the penalty of Article 777 of the Code of Civil Procedure the moment Bio-kasz performs its service to KT Signum;

- KT guarantees the payment of contractual penalty by Contanisimo, which is valid until 31 December 2018 and within the scope of this obligation it subjects KT to the penalty of Article 777 of the Code of Civil Procedure the moment Bio-kasz performs its service to KT Signum;
- submission of Bio-kasz to the provisions of Article 777 of the Code of Civil Procedure in the event of non-performance of the release of the real estate complex in Gorzów; at the same time, in this respect, Bio-kasz is subject to the provisions of Article 777 of the Code of Civil Procedure

d. Exchange agreement (Contanisimo; Sławomir Kołodziejczuk) - **fully executed:**

The agreement was concluded in order to implement the provisions of the New Settlement Agreement concerning the disposition of assets with respect to the transfer of ownership of shares of the company to Contanisimo, as well as the transfer of ownership of shares of CCE to a third party by Contanisimo in exchange for the shares;

e. Preliminary agreement on the transfer of perpetual usufruct rights between Activa and TRC (**fully executed**) in connection with the conclusion of the final agreement and the subsequent validation in the land and mortgage registers of entries of the rights transferred to their purchasers:

i. the subject of the contract is the fulfilment of the provisions stated in the New Settlement Agreement in the form of transfer of the perpetual usufruct rights to the real estate located in Szczecin and Gorzów Wielkopolski by Activa to TRC as well as the ownership rights to the buildings erected on those properties and constituting a separate real estate;

ii. Activa and TRC undertook that by 30.10.2018, and not later than within 5 business days from the date of receiving the confirmation of the removal from the land and mortgage registers existing, as at the date of concluding the New Settlement Agreement, mortgages, they shall conclude the final agreement. The release of real estate and buildings to TRC, in the legal sense, shall take place at the latest on the date of conclusion of the final agreement(s);

iii. Activa, undertook not to perform any factual or legal actions in relation to the said perpetual usufruct rights from the moment when the rights shall be free from mortgages entered into the land and mortgage registers, which would result in making it impossible or difficult for Activa to conclude a final agreement when implementing the Preliminary Agreement. Activa, unless it obtains the prior written consent of TRC, also undertakes not to perform any factual or legal actions in relation to the said perpetual usufruct rights, also from the moment of concluding this preliminary agreement;

iv. Non-compliance with the aforementioned obligations is secured with a contractual penalty in the amount of PLN 10.000.000.00 payable by Activa to TRC. The payment of the contractual penalty by Activa is secured with a promissory note issued by Wojciech Buczkowski and a promissory note with KT guarantee.

TABLE A. Proceedings legitimately discontinued before the New Settlement Agreement was concluded:

Lp.	Parties	Subject of the proceedings	Value of the subject of dispute
1.	Clean & Carbon Energy S.A. c/a Komputronik S.A.	Payment for the organised sale of the part of Karen's enterprise, repayment of a loan granted by Karen, acquisition of Karen's liabilities to KEN Sp. z o.o., repayment of Karen's receivables for shares in Idea Nord Sp. z o.o., repayment of a loan granted to Idea Nord by Karen	PLN 28.500.000

TABLE B. Value-added proceedings in progress prior to the conclusion of the New Settlement Agreement and suspended after the conclusion of the New Settlement Agreement:

Lp.	Parties	Subject of the proceedings	Value of the subject of
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			dispute
1.	Contanisimo Ltd against Texas Ranch Company Wizja P.S. Spółka z o.o. SKA in bankruptcy with composition agreements	A. For payment of the price of the PUT Option shares and interest before the District Court in Poznań - the debt was created in connection with the investment agreement (asserted in parallel with the proceedings in point B)	PLN 63.757.802 (PLN 48.7 m of the main receivable)
		B. filing a claim for the PUT option in the course of bankruptcy proceedings	PLN 64.017.917 (PLN 48.7 m of the main receivable)
2.	Contanisimo Ltd against Clean & Carbon Energy S.A.	For the payment of the put option share price by the guarantor (concerning the case in item 1) - a debt emerged in connection with the investment agreement	PLN 48.688.406
3.	Contanisimo Ltd c/a against Clean & Carbon Trade Sp. z o.o.	Claim based on the Paulian action for the payment of the Put Option Share price (concerning the case in item 1) against the buyer of the property from Texas Ranch Company Wizja P.S. Spółka z o.o.. SKA - investigation of the ineffectiveness of the transfer of a part of a real estate from Texas Ranch Company Wizja P.S. Spółka z o.o. SKA to Clean & Carbon Trade Spółka z o.o.	PLN 48.688.406
4.	Clean & Carbon Energy S.A c/a Contanisimo Ltd	For the payment for the Trademarks - applies to the investment agreement	PLN 6.500.000
5.	Komputronik S.A c/a Clean & Carbon Energy S.A.	Payment of a bill of exchange receivable from a promissory note issued by Clean & Carbon Energy S.A. in the nominal amount of PLN 4 million, which Komputronik S.A. acquired from SEB Commercial Finance Sp. z o.o. on the basis of an uninterrupted series of endorsement promissory notes.	PLN 4.000.000
6.	Komputronik S.A c/a Clean & Carbon Energy S.A.	Payment of a bill of exchange receivable from a promissory note issued by Clean & Carbon Energy S.A. in the nominal amount of PLN 5 million, which Komputronik S.A. acquired from SEB Commercial Finance Sp. z o.o. on the basis of an uninterrupted series of endorsement promissory notes.	PLN 5.000.000

The completion of the proceedings listed in TABLE B depends on the implementation of the New Settlement Agreement. In the event of a full implementation of the New Settlement Agreement, these proceedings shall be discontinued. However, the CCE's claim under TABLE A had already been waived in 2016, and in the New Settlement Agreement, CCE made it clear that none of the parties shall have the right to claim reimbursement for services already provided under the Investment Agreement and its successor agreements, and shall have no right to claim any compensation or any other service.

The procedure listed in Table A is presented only for the purpose of facilitating the tracking of changes of the relationship between the parties to the Investment Agreement.