

Disclosure of delayed confidential information - negotiations conducted in order to conclude the agreement of the acquisition of shares EOB UWIE.PL S.A. and concluding a binding agreement

(Current Report No. 51/2015)

26.08.2015 /The Issuer/

Legal basis:

Art. 56 sec. 1 point 1 of the Act on Public Offering - confidential information

Art. 56 sec. 1 pt. 2 of the Act on Public Offering - current and periodic information

The Management Board of CCC S.A. (the Issuer) hereby informs that on 26 June 2015, in accordance with art. 57 paragraph 1 of the Act of 29 July 2005, on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and on Public Companies (Journal of Laws No. 184, item 1539, as amended), hereinafter referred to as the "Act on Public Offering" ; and § 2 sec. 1 of the Minister of Finance dated 13 April 2006, on the type of information that may affect issuer's reasonable interest and manner of proceeding of the issuer in connection with delaying public disclosure of confidential information (Journal of Laws of 2006 no. 67 item 476) delayed by 14 August 2015, and then until 31 August 2015 the publishing of the confidential information on the conclusion, on 26 June 2015, the document Term Sheet between: CCC S.A. based in Polkowice at 6 Strefowa Street, 59-101 Polkowice, and EOB UWIE.PL S.A. (joint-stock company) based in Zielona Gora, At 31 Dębowa Street, 65-124 Zielona Góra and the shareholders of EOB UWIE.PL S.A., holding 100% of its share capital. Pursuant to Term Sheet, The Parties agreed to hold negotiations aimed at signing an investment agreement concerning the acquisition of 100% shares of the company EOB UWIE.PL S.A. by CCC S.A. from the Shareholders of EOB UWIE.PL S.A. or dedicated for that purpose entity being a 100% subsidiary of the Shareholders.

On 26 August 2015 in the result of the completed negotiations, there was concluded between CCC S.A. ("Buyer") and the shareholders of the Company EOB UWIE.PL S.A., a binding agreement for the sale of shares of EOB UWIE.PL S.A., which requires the contracting Parties to conclude, after fulfilling the conditions set out in the Agreement, the disposition agreements pursuant to which CCC S.A. under the first tranche will acquire 7 498 999 (seven million four hundred ninety eight thousand and nine hundred ninety nine) ordinary registered shares of the Series G and 1 (one) registered preference shares of the series F (Shares and Tranche), with a nominal value of PLN 0.20 (twenty groszy) per share, i.e. with a total nominal value amounting to PLN 1,499,800.00 (one million four hundred ninety nine thousand and eight hundred PLN 00/100), representing a total of 74.99% (seventy four percent 99/100) of the nominal capital of the Company and entitling to exercising 74.99% (seventy four percent 99/100) of votes at the General Meeting of the Company.

Referring to 2 501 000 (two million five hundred and one thousand) registered shares of the company EOB UWIE.PL S.A., with a nominal value of PLN 0.20 (twenty cents) per share, i.e. a total nominal value amounting to PLN 500 200.00 (five hundred thousand and two hundred PLN 00/100), representing a total of 25.01% (twenty five percent 01/100) of the nominal value of the share capital of the Company the Buyer was granted the right to their acquisition (Call Option), and the Shareholders the right to sell (Put Option). The shareholders of EOB UWIE.PL S.A. are bound by such a complex offer of sale of Shares of Second Tranche, on condition of suspending the Transfer of Shares in terms of Shares of First Tranche from the date of concluding the Agreement until 28 February 2020 inclusively.

The parties agreed that the price for the Shares of I Tranche, in the base portion will amount to in total PLN 129 982 000.00 (one hundred twenty nine million and nine hundred eight two thousand PLN). Provided that the Company achieves EBITDA 2015 higher than PLN 15 000 000.00 (fifteen million). Price of Shares I Tranche will also include a supplementary amount in the amount determined as 74.99% of the amount determined as: the ratio of PLN 12.00 (twelve PLN) for each PLN 1.00 (one) of

EBITDA in 2015 over the amount of 15.000.000,00 PLN (fifteen million), less the amount paid to the Shareholders under the title of settlement of the Company's attributable profit for the reporting period from 01.01.2015 until 31.12.2015.

The price for all Shares of the II Tranche was determined as 25.01% of the amount that constitutes the ratio of EBITDA 2018 x 12, and if EBITDA in 2018 amounts to zero or is negative, then the price for all Shares of the II Tranche will be equal to the total nominal value of the Shares of Tranche II.

Under the agreement, the implementation of the Transaction in the terms of Shares of Tranche I is subject to the following precedent conditions:

- 1 / obtaining the Agreement from the UOKiK (Office of Competition and Consumer Protection) by the Buyer;
- 2 / obtaining and presenting the Buyer by the Company EOBUIE.PL S.A. effective and legal binding provisions of the Polish Financial Supervision Authority (KNF) in the matter of suspending the proceedings concerning the IPO of the Company and the period of such suspension;
- 3 / non-occurrence of a material adverse change;
- 4 / adoption by the General Assembly of the important resolution on the amendment of the Articles of Association of the Company in such a way that the uniform text of the Articles of Association will be provided a reading specified in the contract and a final registration in the Register of Entrepreneurs.

This agreement contains the following provisions concerning contractual penalties, the maximum value of which may exceed the equivalent of at least 10% of the agreement:

- 1 / in case of the withdrawal from this Agreement due to the breach of the provisions of the Agreement which, in accordance with the Agreement entitle to such a withdrawal, upon the fulfilment of the conditions precedent set out in point 1 and 2 above, the withdrawing Party shall be entitled to claim liquidated damages in the amount of PLN 40,000,000.00 (forty million PLN);
- 2 / in the event of failure of the condition precedent specified in point 2 above for reasons attributable to the Company or the Shareholders of EOBUIE.PL S.A., the Buyer shall be entitled to claim liquidated damages in the amount of PLN 20,000,000.00 (twenty million);
- 3 / in case of not entering by the Board of the Company EOBUIE.PL S.A the Buyer to a register of registered shares and temporary certificates of the Company as the owner of the Shares of Tranche I on the Closing, Day, The Buyer shall be entitled to claim liquidated damages in the amount of PLN 129,982,000.00 (one hundred twenty nine million and nine hundred eight two thousand PLN);
- 4 / in case of breaching the non-competition clause provided for in the agreement, the required for non-competition clause, the Shareholder of EOBUIE.PL S.A. will be obligated to pay liquidated damages in the amount of PLN 20,000,000.00 (twenty million PLN) for each violation, including but not more than 70.000.000,00 PLN (seventy million PLN);
- 5 / in case of the transfer of Shares by Shareholders of EOBUIE.PL S.A. in favour of a special purpose company controlled by them and not entering into this Agreement by the company, the Shareholders of EOBUIE.PL S.A will be obliged to pay the Buyer a contractual penalty in the amount of PLN 20,000,000.00 PLN (twenty million PLN).

The payment of contractual fines indicated above exclude the right to claim damages exceeding the amount of the penalties.

Closing of the transaction and its settlement in relation to the Shares of Tranche I will result from the conclusion of the Disposal Agreement, on a date agreed by the Parties, no later than by 29 January 2016.

The amount of equity accounts for the contract to be recognized as significant.

Legal basis:

§ 5 section 1 point 3 of the Decree of the Minister of Finance of 19th February 2009 on current and periodic information published by issuers of securities and conditions for recognizing as equivalent information required by the laws of non-member states.



Signatures:

1 / Mariusz Gnych - Vice President

2 / Piotr Nowjalis - Vice President