

THE FINANCIAL SUPERVISION AUTHORITY

Current statements no.

23

/

2022

Date of preparation: 2022-12-22

Abbreviated name of the issuer ELZAB

Conclusion of a sale agreement of the right of perpetual usufruct of the land property along with the right of ownership of the buildings and equipment on it and the lease agreement

Subject

Legal basis

Article 17 (1) MAR - confidential information.

Contents of the statement:

The Management Board of the company, Zakłady Urządzeń Komputerowych "ELZAB" Spółka Akcyjna, with its registered office in Zabrze (hereinafter the "Company"), with reference to current statements no. 19/2022 of November 21, 2022 and 22/2022 of December 20, 2022, informs that on December 22, 2022, the Company concluded with TJG BOCHENEK spółka jawna with its registered office in Tarnowskie Góry an agreement for the sale of the right of perpetual usufruct of land, together with the ownership right to the buildings and devices located on it, constituting a separate property, located in Zabrze at ul. E Izab 1, entered in the land and mortgage register KW No. GL1Z/00010341/8 kept by the District Court in Zabrze, the 6th Land and Mortgage Registry Department (hereinafter referred to as the "Property") for a net price in the total amount of PLN 7,600,000.00, increased by the amount of tax on goods and services (VAT) in the amount of 23%, which is a gross price of PLN 9,348,000.00. The sale price was paid on December 22, 2022 in the manner referred to in the statements no. 22/2022 of December 20, 2022. Within 30 days, the Company is obliged to issue the buyer with the consent of ING BANK ŚLĄSKI Spółka Akcyjna with its registered office in Katowice to remove the mortgage from the land and mortgage register of the Property, in accordance with the information contained in the statements no. 22/2022 of December 20, 2022. The Property will be handed over to the buyer on December 31, 2022, and as to the obligation to hand over the Property, the Company underwent enforcement under Article 777 § 1 (4) of the Code of Civil Procedure.

The sale of the Property does not include photovoltaic installation and control devices located on the Property, which as permanently unconnected with the land are movable and remain in the possession of the Company. At the same time, in connection with the above, the Company concluded a lease agreement for the power connection, the façade area and the roof on the office building located on the Property, as well as the interiors of the office building and the production and storage hall occupied by the photovoltaic installation until June 30, 2026.

The rent in this respect has been included in the agreed rent under the lease agreement referred to below.

Notwithstanding the above, the Company is obliged to sell the photovoltaic installation to TJG Bchenek in 2026.

At the same time, on December 22, 2022, the Company concluded with TJG Bchenek A public lease agreement for part of the Property in the form of a part of the production and storage hall - with an area of 1721 m², part of the office space of the office building - with an area of 1602 m², part of the basement area of the office building with an area of 158 m² together with the right to use common areas and parking (a total of 54 parking spaces) and a hazardous waste warehouse. The amount of rent for individual areas does not differ from the market rates for such areas at the registered office of the Company. The Lessor will be entitled to indexation of rent and fees once a year, with effect from 1 January, by the price index of consumer goods and services provided by the President of the Central Statistical Office on the basis of separate provisions.

The first indexation may take place from January 1, 2024.

The Company will be obliged to pay rent and other fees related to the use of the subject of the lease from January 1, 2023. The lease agreement was concluded for a definite period until December 31, 2024, and if the Company did not submit a declaration of will to terminate the lease no later than 3 months before the expiry of this period, the agreement will be valid for an indefinite period. During the period when the lease agreement will cover an indefinite period, it may be terminated by either Party after six-month

notice, with effect at the end of the quarter. The Agreement also provides for the possibility of termination with a one-month notice in the event of non-performance by one of the Parties of its obligations under the Agreement, in particular in the event that the Company will be late with the payment of rent or operating fees for at least two full payment periods despite the expiry of an additional, at least 30-day payment deadline set in advance in writing.

The remaining terms of the Property sale agreement and the lease agreement do not apply from the typical terms used in such agreements.

The Management Board of the Company also indicates that the sale of the property is the next stage of operations of the Management Board of the Company aimed at reducing the costs of operations of the Company and reorganization of operations of the Company.

ZAKŁADY URZĄDZEŃ KOMPUTEROWYCH ELZAB SA		-----	
(full name of the issuer)			
ELZAB	Information technology (IT)		-----
(abbreviated name of the issuer)		(sector according to Warsaw Stock Exchange classification)	
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(Tax ID Number)		(National Register of Economic Units)	

SIGNATURES OF PERSONS REPRESENTING THE COMPANY

Date	Full name	Position/Function	Signature
2022-12-22	Bartosz Panek	President of the Management Board	
2022-12-22	Jerzy Poplawski	Vice-President of the Management Board	