

CURRENT REPORT 27/2019

2019-11-22

Conclusion by a subsidiary of a significant agreement with a consortium of banks

The Management Board of INPRO S.A. (the "Issuer") with its registered office in Gdańsk informs that on 22 November 2019 it received information that a subsidiary, Przedsiębiorstwo Budowlane Domesta Sp. z o.o. (KRS 0000061417) (further the "Company") signed working capital credit agreement No. KKK/1900542 on 22/11/2019 with the consortium of banks: SGB - Bank S.A. with its registered office in Poznań ("**SGB**") and Bank Spółdzielczy in Tczew with its registered office in Tczew ("**BST**"), both further called the "**Bank**," on the following conditions:

1. The object of the agreement: partial financing of the costs of purchase of the plots of land located in Gdańsk, Leszczynowa Street.
2. Significant conditions of the agreement: The agreement between the Company and the Bank contains standard provisions and is a typical agreement concluded in transactions of that kind. It contains, without limitation, the following provisions:
 - a) Credit amount: up to PLN 10,000,000.00.
 - b) The credit amount in item 1 above is granted by the consortium of the Banks described above in the following proportions:
 - i. SGB-Bank S.A. in the amount of PLN 6,000,000.00
 - ii. Bank Spółdzielczy in Tczew in the amount of PLN 4,000,000.00and the claims of each of those banks in relation to the credit granted are separate and they are not joint and severable.
 - c) The financial conditions do not deviate from those commonly used for that type of agreements: the credit interest rate is based on 3 M WIBOR + the Bank's margin; there is a commission for application review, an arrangement fee and a commitment fee.
 - d) Credit use: until 22/11/2019.
 - e) Credit transaction period: until 31/10/2022.
 - f) Repayment conditions: in 30 growing monthly instalments payable from 31/05/2019; interest repaid on a monthly basis.
3. In addition to establishing legal security for credit repayment and the payment of the arrangement fee, the credit launch conditions include: making a statement on submission to enforcement in the manner prescribed by Article 777 § 1 item 5) of the Civil Procedure Code, drawn up as a notarised deed, for SGB up to the amount of PLN 12,000,000, making a statement of submission to enforcement in the manner prescribed by Article 777 § 1 item 5) of the Civil Procedure Code, drawn up as a notarised deed for BST up to the amount of PLN 8,000,000; submission of a statement from the Communal Office on the development and purpose of land being credited; submission at the Bank of a document confirming that the Borrower has won an open tender for land purchase, documenting the 30 % payment for land, and signing a bridging insurance statement.
4. Legal security for credit repayment:
 - a) Contractual mortgage on the basis of the equal priority principle for the mortgages: up to PLN 12,000,000 for SGB, and up to PLN 8,000,000 for BST on the real property located in Gdańsk, Leszczynowa street, which mortgages will be established on the land and mortgage

register to be segregated from register No. GD1G/00236219/4 to secure the repayment of the principal and secondary liabilities: bank commissions, interest and debt collection and enforcement costs.

- b) Two blank promissory notes – one for each of the banks being the members of the consortium.
 - c) Statement by PB DOMESTA Sp. z o.o. on submission to enforcement in the manner prescribed by Article 777 §1 item 5) of the Civil Procedure Code up to PLN 12,000,000 for SGB-Bank SA and up to PLN 8,000,000 for BST, drawn up as a notarised deed.
 - d) Power of attorney to the Company's current account kept at BST in favour of BST.
 - e) Assignment of claims from the Company's current account kept at BST in favour of SGB.
 - f) bridging insurance at Concordia Polska TUW for the credit amount until the legally valid establishment of the mortgages mentioned above.
5. Additional conditions: submission, within 14 days from the drawdown date, of the application for the registration of the mortgage constituting the legal security of the repayment, the obligation to advise the Bank of contracting a credit-like liability, e.g. a credit, loan, surety, guarantee, promissory note and other balance-sheet and off-balance-sheet liabilities; the obligation to obtain the Bank's consent to establishing any kind of encumbrance (including a mortgage) on the real estate constituting the legal security of credit repayment. The obligation to put the annual turnover of minimum PLN 5,000,000 through bank accounts at BST.
6. If credit repayment is late, the Bank will collect interest on the outstanding amount for the period from the day following the deadline until the payment with reference to the interest rate for overdue credit.
7. The credit agreement does not contain other special conditions deviating from those commonly used in agreements of that kind or provisions pertaining to penalties, whose value would exceed 10 % of the value of that agreement or the equivalent of 200,000 euros with reference to the average rate published for a given currency by the National Bank of Poland and binding on the date of conclusion of that agreement.

The Issuer's significant criterion for agreements is the considerable total value, on the Issuer's scale, of the object of the agreements concluded by the entities belonging to the INPRO Corporate Group with SGB - Bank S.A. and with Bank Spółdzielczy in Tczew during the last 12 months, that value being PLN 25,600,000.

Detailed legal grounds: Article 17 para. 1 of the Regulation of the European Parliament and of the Council (EU) No 596/2014 of 16 April 2014 on market abuse (the market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC (also referred to as the MAR)