

CURRENT REPORT 22/2020

2020-06-29

Signing a significant agreement with mBank S.A.

Only the Polish version of this document is legally binding.

This translation is provided for information only.

Every effort has been made to ensure the accuracy of this publication.

The Management Board of INPRO SA (the "Company") with its registered office in Gdańsk informs that on 29 June 2020 the Company signed working capital agreement No. 10/024/20/Z/OB with mBank SA with its registered office in Warsaw ("mBank," the "Bank") on the following conditions:

Object of the agreement: financing of the construction of the BRAWO residential estate in Pruszcz Gdański.

1. 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. The agreement contains, without limitation, the following provisions:

a) Credit amount: up to PLN 25,500,000.00.

b) The financial conditions do not deviate from those commonly used for that type of agreements: the credit interest rate is based on 1 M WIBOR + the Bank's margin; there is a credit facility fee and handling fee.

c) Drawings: from 01/07/2020 to 30/09/2021, in tranches, on the prefinancing basis.

d) Credit transaction period: until 30/09/2022.

e) Repayment conditions: the principal repaid in 12 equal monthly instalments commencing from 29/10/2021; interest repaid on a monthly basis. Each release from the open housing trust account of the funds paid in relation to the sale of premises on the project financed by the credit shall be allocated in the following way: 93% of the payment towards the premature repayment of the credit (the repayment of the first principal instalments, also during the credit use period), 7% to the Company's auxiliary account kept by the Bank.

f) In addition to establishing legal security for credit repayment and the payment of the fee, the credit launch conditions will include: documenting the borrower's contribution in the amount of PLN 11,911,700.00 comprising the value of land and part of the costs/expenditure of the property development project described in item 1, documenting the advance sales at the level of 20 % of the floor area of the premises in total (property development agreements + the payment of the 1st instalment). As regards establishing a mortgage in favour of mBank, the confirmation of filing at a court of a paid-for application for the entry of the mortgage and the payment of relevant civil law transaction tax are the credit launch conditions, too.

2. Legal security for credit repayment:

a) A contractual real estate mortgage up to PLN 38,250,000 in favour of mBank SA on the title to land located in Gdańsk, Strzeleckiego Street, plot No. 25/41, covered by land and mortgage

register No. GD1G/00295593/0, kept by the Gdańsk-North District Court in Gdańsk, 3rd Land and Mortgage Register Division, to secure the repayment of the principal and secondary liabilities: bank commissions, interest, and debt collection and enforcement costs. As the mortgage to be established on the real estate will cover the amount described above, and consent to its establishment is required from the Supervisory Board in conformity with the rules of the Company's Statutes, INPRO SA will submit a relevant report on the establishment of the mortgage,

b) Assignment of rights following from the insurance agreement for the real estate being credited in favour of the Bank.

c) A blank promissory note with a promissory note declaration.

d) Global assignment of the receivables due to INPRO SA from the buyers of the premises at the project to the Bank.

3. Additional conditions: from the date of the conclusion of the credit agreement, the funds from the sale of the premises at the project being credited are not covered by the Property Development Act; such funds are to be sent to the separate revenue account; completion of construction works and procurement of the occupancy permit for the building by 30/09/2021; maintaining the financial ratios specified by the Bank during the credit period. The Company was obligated not to give sureties or guarantees for other entities in excess of the total value of 20 % of net assets shown in the annual financial statements for the previous accounting year after they were audited by a statutory auditor.

4. 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.

5. 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 mBank SA during the last 12 months, that value being PLN 57,000,000.

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).