## Current report No. 18/2024 of 26/06/2024 Signing a significant agreement with BOS Bank SA

The Management Board of INPRO S.A. (the "Company" or "Issuer") with its registered office in Gdańsk informs that on 26 June 2024 the Company signed working capital agreement No. S/65/02/2024/1098/ KON (the "Agreement") with BOŚ Bank SA with its registered office in Warsaw ("BOS", the "Bank") on the following conditions:

Object of the agreement: financing and refinancing of the ATUT III project task in Rotmanka, the commune of Pruszcz (hereinafter also the Project Task) as part of the ATUT property development project.

- 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 type. The agreement contains, without limitation, the following provisions:
  - a) Credit amount: up to PLN 50,000,000.00.
  - b) The financial conditions do not deviate from those commonly used for that type of agreements: the credit interest rate is based on 3 M WIBOR + the Bank's margin; there is the arrangement fee and handling fee.
  - c) Drawings: until 31/12/2025, in tranches.
  - d) Credit transaction period: until 31/12/2026.
  - e) Repayment conditions: the principal repaid in 12 equal monthly instalments commencing from 31/01/2026; interest repaid on a monthly basis. Each release from the open housing trust account of the funds paid in relation to the sale of units on the project financed by the credit shall be allocated towards the early credit repayment.
  - 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 23,222.60 k comprising the value of land and part of the costs/expenditure of the Property Development Project described above, documenting the advance sales at the level of 15 % of the floor area of the units in total (property development agreements + the payment of the 1<sup>st</sup> instalment) and the submission of current certificates from the Social Insurance Institution and Tax Office. As regards establishing a mortgage in favour of the Bank, 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) Contractual real estate mortgage up to PLN 75,000,000.00 in favour of BOS Bank SA on real property located in Rotmanka, that being plot No. 324/18, for which the Gdańsk-North District Court in Gdańsk, 4<sup>th</sup> Land and Mortgage Register Division, maintains land and mortgage register No. GD1G/00094562/5 – to secure the repayment of the main amount and secondary liabilities: bank commissions, interest, as well as debt collection and enforcement costs.
  - b) Power of attorney to accounts at the Bank,
  - c) A blank promissory note with a promissory note declaration.
  - d) Transfer of financial copyright to design documentation,
  - e) Financial pledge on the rights to funds at all accounts maintained at the Bank,
  - f) The Company's notarised statement on voluntary submission to enforcement under Article 777 para. 1 item 5 of the Civil Procedure Code up to PLN

75,000,000 with the deadline for granting the writ of enforcement to that deed falling  $\frac{31}{12}$ .

- g) Confirmed transfer of monetary receivables under the insurance agreement concerning the aforementioned real property to the Bank to the extent covering construction risks of the Property Development Task for the amount not lower than net value the construction works in the period of project implementation and confirmed transfer of monetary receivables to the Bank under the insurance agreement concerning the real property regarding the Property Development Project to the extent of insurance against fire and other random events after completion of the project.
- 3. Additional conditions include the following: as from the date of the credit agreement, funds obtained from the sale of units in the project being funded but not covered by the provisions of the Property Development Act (the Act on the protection of the rights of a flat and single family house buyer and on the Developers' Guarantee Fund) are to be transferred to an account at the Bank; presentation of the occupancy permit to the Bank by 31/10/2025, the sale of units at the average net price indicated by the Bank.
- 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 significance 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 BOŚ Bank SA during the last 12 months, that value being PLN 85,200,000.

Detailed legal grounds: Article 17(1) of 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).