

Current Report No. 33/2014

Date: 28 November 2014

Information on the execution of significant lease agreements by subsidiaries of MLP GROUP S.A. with the company "Piotr i Paweł" S.A.

I. The Management Board of MLP GROUP S.A. with its registered office in Pruszków (hereinafter the "Issuer") hereby informs that on 27 November 2014 the Issuer's subsidiaries: MLP Teresin spółka z ograniczoną odpowiedzialnością w organizacji with its registered office in Pruszków (hereinafter referred to as "Lessor 1") and MLP Poznań II Sp. z o.o. with its registered office in Pruszków (hereinafter referred to as "Lessor 2") entered into lease agreements (hereinafter referred to jointly as the "Lease Agreements", and individually as the "Lease Agreement") with "Piotr i Paweł" S.A. (hereinafter referred to as the "Lessee").

II. The Lease Agreement with Lessor 1 pertains to the lease of a warehouse-office facility of a total area of approx. 37,600 m² with buildings and equipment which is to be located in a warehouse-production-office building complex (hereinafter the "Centrum MLP Teresin") that Lessor 1 will execute on a real property located in Gnatowice Stare, Kampinos Township.

The Lessee will lease warehousing facilities of an area of approx. 36,300 m² as well as office and social rooms of an area of approx. 800 m². The facility will be executed and delivered for use by the Lessee in stages.

The Lease Agreement with Lessor 1 establishes the dates of delivery of the object of lease with respect to specific stages:

- stage I, i.e. warehousing facility of an area of approx. 7,000 m² and offices of an area of 300 m²: on 1 August 2016;
- stage II, i.e. warehousing facility of an area of 7,000 m² and offices of an area of approx. 500 m²: on 1 October 2016;
- stage III, i.e. warehousing facility of an area of approx. 22,200 m²: on 1 September 2017.

The Lease Agreement with Lessor 1 was executed for a definite term from the date of delivery of the stage 1 area to the tenth anniversary of the date of delivery of the stage III area.

III. The Lease Agreement with Lessor 2 pertains to the lease of a warehouse-office facility of a total area of approx. 7,400 m² with buildings and equipment which is to be located in a warehouse-production-office building complex (hereinafter the "MLP Poznań Center") that Lessor 2 will execute on a real property located in Koninko, Kórnik Township, wielkopolskie Voivodship.

Pursuant to the Lease Agreement with Lessor 2, the Lessee will lease warehousing facilities of an area of approx. 6,950 m² as well as office and social rooms of an area of approx. 450 m².

The date of delivery of the object of lease specified in the Lease Agreement with Lessor 2 is 1 August 2017.

The Lease Agreement with Lessor 2 was executed for a definite term starting on the date of delivery of the object of lease and ending 10 years following the delivery date.

- IV.** The Issuer estimates that the total value of benefits under the Lease Agreements throughout their entire life will amount to approx. EUR 14,293,000, i.e. the equivalent of approx. PLN 59,752,000. This amount consists of:
- approx. EUR 11,621,000, i.e. the equivalent of approx. PLN 48,583,000, in the case of the Lease Agreement executed by Lessor 1;
 - approx. EUR 2,672,000, i.e. the equivalent of approx. PLN 11,169,000, in the case of the Lease Agreement executed by Lessor 2.
- V.** Each of the Lease Agreements contain provisions on contractual penalties which meet the criteria set in § 9 Item 5 of the Regulation issued by the Finance Minister on the Current and Periodic Information Transmitted by Securities Issuers and the Conditions for Recognizing the Information Required by the Regulations of a Non-Member State as Equivalent.
- 1) In case of the Lease Agreement concluded by Lessor 1:
- contractual penalty for a delay in the delivery of the object of lease to the Lessee after the delivery date of the given stage as established in the Lease Agreement with Lessor 1 in the amount of: (i) EUR 1,000 per each day of delay in the delivery of the relevant stage for the first 45 days following the delivery date specified for the given stage, (ii) EUR 2,000 per each day of delay in the delivery of the relevant stage after the period referred to in point (i), subject to a reservation that the maximum amount of contractual penalties due to the Lessee per each stage may not exceed the amount equivalent to PLN 500,000.00. The Parties have also agreed that in cases when the delay in the delivery of the object of lease to the Lessee is due solely, with no fault of Lessor 1, to the failure of the appropriate body to issue, on the dates assumed by the Parties, a decision or resolution necessary to deliver the object of lease, the contractual penalty may be charged by the Lessee only 30 days after the delivery date of the given stage.
 - contractual penalty in case of the Lessee's withdrawal from the Lease Agreement: PLN 8,000,000.00.
- 2) In case of the Lease Agreement concluded by Lessor 2:
- contractual penalty for a delay in the delivery to the Lessee of the specific area as provided for in the Lease Agreement with Lessor 2 in the amount of: (i) EUR 1,000 per each day of delay in the delivery of the relevant stage for the first 45 days following the delivery date specified in the agreement, (ii) EUR 2,000 per each day of delay in the delivery after the period referred to in point (i), subject to a reservation that the maximum amount of contractual penalties due to the Lessee per each stage may not exceed the amount equivalent to PLN 400,000.00. The Parties have also agreed that in

cases when the delay in the delivery of the object of lease to the Lessee is due solely, with no fault of Lessor 2, to the failure of the appropriate body to issue, on the dates assumed by the Parties, a decision or resolution necessary to deliver the object of lease, the contractual penalty may be charged by the Lessee only 21 days after the delivery date.

- contractual penalty in case of the Lessee's withdrawal from the Lease Agreement: PLN 400,000.00.

The Lessee may not seek damages in the amount exceeding the value of such penalties.

- VI.** The remaining terms and conditions of the Contract do not deviate from the terms and conditions generally applied in agreements of this type.
- VII.** The fact that throughout the life of the Agreements the estimated value of the object of the Agreements exceeds 10% of the Issuer's equity as at the Report date forms the criterion for recognition of the Lease Agreements executed by the subsidiary companies as significant.

Legal basis:

Article 56 Section 1 Item 2 of the Act on Offerings – current and periodic information

§ 5 Section 1 Item 3 of the Regulation issued by the Finance Minister on 19 February 2009 on the Current and Periodic Information Transmitted by Securities Issuers and the Conditions for Recognizing the Information Required by the Regulations of a Non-Member State as Equivalent. (Journal of Laws of 2009, No. 33, Item 259).