

**Current Report No. 16/2015**

Date: 01 October 2015

**Conditional agreement to sell the MLP Bieruń park**

The Management Board of MLP Group S.A. (“Company”, “Issuer”) hereby reports the conclusion of an agreement in the form of a notary deed pertaining to the sale of significant assets, i.e. the MLP Bieruń park (“Property”) by a subsidiary of the Company. On 30 September 2015, the Company subsidiaries, MLP Bieruń spółka z ograniczoną odpowiedzialnością with its registered office in Pruszków (“**Seller 1**”) and Lokafor 201 spółka z ograniczoną odpowiedzialnością w organizacji spółka komandytowo-akcyjna with its registered office in Warsaw (“**Seller 2**”), signed a preliminary agreement with WestInvest Gesellschaft für Investmentfonds mbH with its registered office in Düsseldorf) (“**Buyer**”) to sell land located in Bieruń, in bieruńsko-lędziński county in Silesian Voivodship in record area 0002, Bieruń Stary and together with the buildings along with the title of ownership to the structures and assets (“Agreement”). The total area of the land is **114,875 m<sup>2</sup>** (one hundred fourteen thousand eight hundred seventy-five square meters). The purchase agreement is to be executed by Seller 1 or Seller 2. Under the agreement to be executed to perform the Agreement, one of the Sellers is also supposed to agree to assign to the Buyer all the Seller’s economic copyrights to the Project, all the rights under the Construction Guarantees and the Project Guarantees and all the rights to the Lease Agreement Collateral Documents.

The net price for the Property covered by the Agreement will be calculated according to the formula set forth in the Agreement and will be roughly EUR 26,900,000 plus VAT, which as of the date of publishing this current report, according to the average EUR/PLN exchange rate published by the National Bank of Poland is the equivalent of the net amount of PLN 114,018,340 (one hundred fourteen million eighteen thousand three hundred forty zloty).

The Agreement will to contain clauses permitting the charging of contractual penalties of a total value of at least EUR 200,000. Contractual penalties are supposed to be stipulated in the event of the Seller defaulting on its obligation to remedy defects and flaws in parts of the Property and of the Seller defaulting on the non-pecuniary obligations prescribed by the sale agreement. The remittance of contractual penalties is supposed to preclude the right to pursue claims for damages exceeding the amount of these penalties.

The remaining terms and conditions of the Agreement do not deviate from the market standards applied in contracts of this type.

The value of the Agreement exceeds 10% of the Issuer’s equity, which forms the criterion for recognizing this Agreement to be a material agreement.

*Legal basis:*

*§ 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).*