

## In the City of Buenos Aires, on June 27, 2022.

To:

## Comisión Nacional de Valores (Argentine Securities and Exchange Commission) Bolsa de Comercio de Buenos Aires Mercado Abierto Electrónico

## **REF.: RELEVANT FACT. TRANSACTION WITH A RELATED PARTY**

## Dear Sirs,

I am writing to you in my capacity as Market Relations Officer of TGLT S.A. ("<u>Company</u>") in order to inform you that, at its meeting held on June 24, 2022, the Board of Directors of the Company approved the following:

(A) the subscription by Ponte Armelina S.A., (a company incorporated in the Eastern Republic of Uruguay and controlled by the Company holding 100% of its shares and votes), as debtor ("PASA"), with Hospitality Infrastructure, LLC (an entity controlled by Argentina Commercial Properties S.A.) ("Hospitality") and IRSA International LLC. (an entity controlled by IRSA Inversiones y Representaciones Sociedad Anónima) ("IRSA International", and together with "Hospitality", the "Lenders"), as lenders, a credit facility agreement for an amount of up to US\$4,000,000 (four million U.S. dollars), subject to the following main terms and conditions: (a) the maximum principal amount of up to US\$4,000,000 (four million U.S. Dollars); (b) the interest rate fixed at 12.00% nominal annual rate; (c) maturity: December 31, 2023; and (d) principal and interest repayment: at maturity (the "PASA Credit Agreement"). We hereby also inform that the PASA Credit Agreement will be evidenced in promissory notes and will be secured by: (i) an escrow assignment to be subscribed by the Company, as assignor, in favor of the Lenders, as assignees, of the payments to be made by Marina Río Lujan S.A. ("MRL"), a sociedad anónima (corporation) cocontrolled by the Company and Marcelo Rodolfo Gómez Prieto, ("MGP"), to the Company pursuant to a credit facility to be subscribed between MRL, as borrowers, and MGP and the Company, as lenders; and (ii) an escrow assignment to be entered into by PASA, as assignor, in favor of the Lenders, as assignees, of payments to be made by the Company to PASA under the Credit Facility to TGLT (as such term is defined below); and

(B) the execution by the Company, as borrower, and PASA, as lender, of a credit facility agreement for the notional amount of up to US\$4,000,000 (four million U.S. dollars), the principal terms and conditions of which are as follows: (a) maximum principal amount of up to US\$ 4,000,000 (four million U.S. dollars);(b) the interest rate fixed at 12% nominal annual rate; (c) maturity: December 31, 2023; and(c) maturity: December 31, 2023; and (d) repayment of principal and interest: at maturity (the "TGLT Credit Facility").

Furthermore, it is reported that the reason for the execution of the PASA Credit Agreement is to obtain funds from PASA so that PASA may subsequently finance the Company through the TGLT Credit Facility so that the Company, out of such funds, may subsequently finance MRL together with MGP in order to provide liquidity and new funds to MRL to allow it to continue with the development of the real estate project in



the approximately 30 hectares located in Solis s/n and the tracks of *Tren de la Costa*, Tigre District.

Finally, it is reported that, since: (i) Hospitality is a "related party" of the Company under the terms set forth in subsection (a)(v) of Article 72 of the Capital Market Law No. 26. 831, as amended (the "CML"); and (ii) IRSA International is a "related party" of the Company in terms of subsection (a)(v) of Section 72 of the CML; and (iii) the principal amount to be disbursed under the PASA Credit Agreement and the Credit Facility to TGLT involve a relevant amount in terms of Article 72 of the CML, because it exceeds 1% of the Company's equity as measured according to the Company's financial statements as of December 31, 2021, a report from the Audit Committee of the Company has been required, which considered that the terms and conditions of the PASA Credit Agreement and the Credit Facility to TGLT are reasonable and in line with market conditions for similar transactions entered into between independent parties under the terms set forth in Sections 72 and 73 of the CML.

Sincerely,

Daniel Antúnez Market Relations Officer