

In the City of Buenos Aires, February 22, 2022

To:

<u>Comisión Nacional de Valores</u> (Argentine Securities and Exchange Commission) <u>Bolsas y Mercados Argentinos S.A.</u> <u>Mercado Abierto Electrónico S.A.</u>

<u>Ref.</u>: TGLT S.A. – Relevant Fact. Request for Consent – Obtaining the Required Majorities.

Dear Sirs,

I am writing to you in my capacity as Market Relations Officer for TGLT S.A. (the "Company" or "Issuer"), in connection with the relevant fact identified and published by the Issuer on the Financial Information Highway (Autopista de Información Financiera) (the "AIF") under ID 2855807 dated February 16, 2022, whereby the Company requested the consent (the "Request for Consent") of bondholders (the "Bondholders") of Class XVI secured corporate bonds denominated and payable in US Dollars, at a fixed incremental rate, maturing on February 11, 2023, for a face value of USD 20,484,229.92 (US Dollars twenty million four hundred eightyfour thousand two hundred and twenty-nine with 2/100) (the "Corporate Bonds") in order to (i) waive, remedy and cure, as if it had never occurred and with retroactive effect to the date of its occurrence, the event of default provided for in subsection (i) of section "(V) Additional Terms and Conditions of Corporate Bonds - Events of Default" established under the third addendum to the Prospectus Supplement dated October 5, 2021 (the "Third Addendum") occurred on January 1, 2022 and informed by the Company through relevant fact #2840083 published on December 31, 2021 on the AIF (the "Waiver of Default"); (ii) in the event the Itaú Agreement on the Participation in Catalinas (as such term is defined below) is executed on or before February 25, 2022, the Holders' consent, as set out in clause 18 of the "Offer of trust agreement and trust assignment as security for Class XVI Corporate Bonds" dated December 23, 2021, submitted by the Company to Banco de Servicios y Transacciones S.A. (the "MPM Trustee") and accepted by the latter on even date (the "MPN Trust"), and the authorization and instruction to the MPN Trustee to give its consent, in order that Banco Itaú Argentina S.A. ("Banco Itaú") shall receive 100% of the payment of the price of the Share Purchase Agreement (as such term is defined in the Third Addendum) to be paid by SES Purchasers (as such term is defined in the Third Addendum) on February 28, 2022, it being expressly established that the MPN Trust shall receive 100% of the payment of the price of the Share Purchase Agreement to be paid by SES Purchasers on May 31, 2022 ("Payment Consent"); and (iii) modify certain essential and nonessential term and conditions of the Corporate Notes (collectively (1), (2) and (3) above, the "Proposal"). Terms in capital letters not defined hereunder shall have the meanings assigned thereto in the Request for Consent.



Under the Request for Consent, it is informed that the Company has obtained the consent of Bondholders' representing 75.4% of the whole principal amount of the outstanding Corporate Bonds, thus exceeding the 66% required under the Third Addendum for the purpose of implementing the Proposal, which was established in the Request for Consent.

It is worthy of mention that, as provided for in the Request for Consent, should it be impossible, for any reason, to satisfy the first mortgage on the Hudson Property, created in benefit of Banco Itaú on December 19, 2019, on or before March 31, 2021, and simultaneously create the Hudson Mortgage to terminate the passive assignment agreement (*acuerdo de cesión pasiva*) executed by virtue of Offer of passive assignment as security for Catalinas I Private Financial Real Estate Management Trust" – No. 1/2020 issued by TGLT on February 11, 2020, which was accepted on even date by Banco de Servicios y Transacciones S.A., in its capacity as Collateral Agent, the statements of consent received will forthwith cease to have any effect and shall be deemed as never given, and the *status quo ante* to the Proposal will be automatically and fully effective and, consequently, the consents obtained and the Proposal shall be null and void and will be deemed as never granted, without any liability for the Company or the Bondholders (the "*Resolutory Condition*").

Finally, and for the purpose of implementing the Proposal, and provided the Resolutory Condition does not take place, the Company (a) shall publish an addendum to the Class XVI Corporate Bond Prospectus Supplement on: (i) the web page of Mercado Abierto Electrónico S.A.; (ii) the web site of Bolsas y Mercados Argentinos S.A.; and (iii) the AIF of the CNV; and (b) shall replace the global certificate corresponding to the Corporate Bonds, which is in the custody of Caja de Valores S.A.

Sincerely,

Daniel Antunez Market Relations Officer TGLT S.A.