

POLISH FINANCIAL SUPERVISION AUTHORITY

Current Report No. 31 / 2011

Date of issue: 28.12.2011

Short name of the issuer: ELEKTROTIM S.A.

Subject: Conclusion of a reference contract with the Regional Management of Infrastructure in Bydgoszcz [Regionalny Zarząd Infrastruktury]

Legal grounds: Article 56, section 1, subsection 3 of the Public Offering Act – current and periodical information

Report's Content:

Pursuant to Article 5, section 1, subsection 3 of the Ordinance of the Minister of Finance of 19 February 2009 on on current and periodical information provided by securities issuers and conditions for recognising as equivalent the information required by law of a non-Member State, the Management Board of ELEKTROTIM S.A. notifies that on 28.12.2011 it concluded a contract with the Regional Management of Infrastructure in Bydgoszcz.

The Subject of the Contract is developing the design documentation and performance of construction and assembly works and delivery of devices and equipment related to the construction of "HALO-HAHO" free fall simulator at Military Unit No. 4395 in Leżnica Wielka.

The value of the Subject of the above-mentioned Contract constitutes a net remuneration in the amount of PLN 26,950,000.00 (say: twenty six million, nine hundred and fifty thousand PLN).

The term of completing the entire Subject of the Contract: 15.11.2013.

In case of failure to perform or improper performance of contractual duties Parties reserve the right to implement contractual penalties in the following cases and of the following amounts:

- a) for the delay of completing particular element in the amount of 0.15% of the gross value of that element for each day of the delay,
- b) for the delay in performing other liabilities of the Contractor under the Contract for which the Contracts specifies terms of completion in the amount of 0.15% of the gross value of that element for each day of the delay,
- c) for the delay in delivering extended security of the proper performance of the Contract in the amount of 0.15% of the gross value, for each day of the delay,
- d) for the withdrawal from the Contract due to reasons attributable to the Contractor in the amount of 10% of the gross value of the Contract,
- e) for the withdrawal from the Contract by the Ordering Party due to not meeting the deadline for repairing the damages to the Subject of the Contract or improper performance of the Contract by the Contractor in the amount of 10% of the gross value of the Contract.

The Ordering Party reserved in the Contract the possibility of seeking supplementary compensation exceeding the level of contractual penalties, substantiating its claims by calculating actually suffered damages and their direct relation with non-performance or improper performance of the contractual liability by the Contractor.

The Agreement shall be considered as significant if its value exceeds 10% of own capital of ELEKTROTIM S.A.