FINANCIAL SUPERVISION BOARD

Current report no

/ 2010 35

Date of issue: 2010-11-24

Short name of the issuer

ELEKTROTIM S.A.

Conclusion of a meaningful contract – design and installation of an electric fence protection Subject: system and video supervision system on the fence of Wroclaw airport.

Legal ground Article 56 section 1 subsection 2 of the Act upon tender – current and periodical

## information

According to § 5 section 1 subsection 3 of the Financial Minister's Decree dated on 19.02.2009 regarding current and periodical information passed by issuers of securities and the conditions of acknowledging as equivalent the information required by legal regulations of a non-member country, the Management of ELEKTROTIM S.A. Company is informing upon the contract concluded on 24<sup>th</sup> November 2010 with the Ordering Party- Airport S.A. with the registered office: 54-530 Wroclaw, Skarżyńskiego 36.

The subject of the contract is design and installation of electric fence protection system and video supervision system on the airport's fence.

The value of the contractual subject is a lump sum remuneration amounting to 8.662.000,00 zloty gross (in words: eight million six hundred and sixty two thousand zloty).

The established deadline for execution of the contractual subject is: 10.03.2011.

In case of non-performance of inappropriate performance of the contractual obligations, the Parties reserve right for applying conventional penalties in the following cases and amounts: The Ordering Party is entitled to charge ELEKTROTIM S.A. with conventional penalties: for delay in performance of the contractual subject -0,03% of gross remuneration for each day of delay; for delay in removing faults of the contractual subject -0,3% of gross remuneration for each day of delay counted from the date determined for removal of faults; for withdrawal from the contract by fault of the Executor - 20% of gross remuneration. The Parties have reserved the right to claim for additional compensation exceeding the rate of conventional penalties, on the general rules of the civil code.

The criterion of acknowledging this contract as meaningful is a value exceeding 10% of own capital of ELEKTROTIM S.A.