

## POLISH FINANCIAL SUPERVISION AUTHORITY

Current Report No. 22 / 2013

Date of issue: 24.05.2013  
Short name of the issuer: ELEKTROTIM S.A.  
Subject: **Conclusion of the reference contract between the subsidiary of ELEKTROTIM S.A. i.e. MAWILUX S.A.**  
Legal grounds: Article 56, section 1, subsection 2 of the Public Offering Act – current and periodical information

### Content of the Report:

Pursuant to Article 5, section 1, subsection 3 of the Ordinance of the Minister of Finance of 19.02.2009 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 24.05.2011 gained knowledge from the Management Board of **MAWILUX S.A. - subsidiary company of ELEKTROTIM S.A.** - that MAWILUX S.A. received from BUDIMEX S.A., Budownictwo Komunikacyjne Północ in Warszawa with its seat in Warszawa a reference contracts signed on 21.05.2013.

The subject of the Contract is performance of electric and teletechnical works with accompanying works, as part of the following task: **"Expansion of the manoeuvring area at the Warsaw Chopin Airport - Rebuilding and expanding PPS 2, PPS 4, and PPS 6 (together with DK D1), as well as rebuilding of the runway DS-3 and expanding taxiway".**

The remuneration for performance of the subject of the Contract shall be:

- 1) **EUR 1,471,624.67** (say: one million, four hundred seventy one thousand, six hundred twenty four, 67/100) net for delivery of the navigation lighting materials  
and
- 2) **EUR 9.333.892,97** (say: nine million, three hundred thirty three thousand, eight hundred ninety two, 97/100) net for construction and assembly works as well as other deliveries.

Completion term of the Subject shall be 01.08.2014.

In case of failure to perform or improper performance of contractual duties Parties (BUDIMEX S.A. and MAWILUX S.A.) reserve, among others applying contractual penalties in the following cases and of the following amounts:

1. for not keeping the deadline for completion of works under the Contract or deadlines for executing stages/elements of works specified in the Itemised and Financial Schedule  
– in the amount of 0.5% of the contractual remuneration gross per each day of delay;

2. for delays in repairing faults discovered during commissioning or during the term of statutory liability period or guarantee period - in the amount of 0.5% of the remuneration gross per each day of delay, from the expiration of the term set by BUDIMEX S.A. for the repair of faults;
3. in case of withdrawing from the Contract by BUDIMEX S.A. due to reasons attributable to MAWILUX S.A., as well as in case of withdrawing from the Contract by MAWILUX S.A. due to reasons attributable to BUDIMEX S.A. - in the amount of 10% of the contractual remuneration gross.

The Agreement shall be considered as significant if the its value exceeds 10% of own capital of ELEKTROTIM S.A., that is the Party dominant to MAWILUX S.A.