

Current report No. 151/2013

Date prepared: 26.10.2013

Issuer's abbreviated name
POLIMEX-MOSTOSTAL

Subject: Agreement concerning the Opole project.

Legal basis: Art. 56 (1) (2) of the Act on Public Offering – current and periodic information

With reference to current report no. 112/2013 dated 14 August 2013 and current report no. 126/2013 dated 30 September 2013 informing on negotiations regarding the participation of Alstom Power sp. z o.o. (hereinafter referred to as "**Alstom**") in construction of power units nos. 5 and 6 in Elektrownia Opole (the Opole Power Plant; hereinafter referred to as the "**Opole Project**"), the Management Board of Polimex-Mostostal S.A. with its registered office in Warsaw (hereinafter referred to as the "**Company**") hereby informs that on 25 October 2013 the Company and PGE Górnictwo i Energetyka Konwencjonalna S.A. (formerly PGE Elektrownia Opole S.A.) (hereinafter referred to as the "**Ordering Party**") as well as Rafako S.A. (hereinafter referred to as "**Rafako**") and Mostostal Warszawa S.A. (hereinafter referred to as "**Mostostal**") acting jointly with the Company as a consortium of companies (hereinafter collectively referred to as the "**Consortium**") and subsidiary company of Polimex - Polimex-Cekop Development sp. z o.o. in liquidation (in the course of registering the change of the business name into Polimex Projekt Opole sp. z o.o.) with its registered office in Warsaw (hereinafter referred to as "**SPV-Polimex**"), subsidiary company of Rafako - E001RK sp. z o.o. with its registered office in Racibórz (hereinafter referred to as "**SPV-Rafako**"), subsidiary company of Mostostal - Mostostal Power Development sp. z o.o. with its registered office in Warsaw (hereinafter referred to as "**SPV-Mostostal**") and Alstom Power sp. z o.o. (hereinafter referred to as "**Alstom**") concluded an agreement specifying the terms and conditions of cooperation among the signatories as part of the execution of the contract for construction of power units nos. 5 and 6 in Elektrownia Opole dated 15 February 2012 (hereinafter referred to as the "**Main Contract**").

Pursuant to the Agreement, the Ordering Party accepted the content of the draft subcontracting agreements between Polimex and SPV-Polimex, Rafako and SPV-Rafako, and Mostostal and SPV-Mostostal (hereinafter collectively referred to as the "**Subcontracting Agreements with SPV**") and expressed its consent to their conclusion; however, the parties to the Agreement agreed that each SPV will perform its liabilities resulting from the appropriate subcontracting agreement in favour of the Ordering Party. Moreover, pursuant to the Agreement, the Ordering Party accepted the content of the draft subcontracting agreements between SPV-Polimex and Alstom, SPV-Rafako and Alstom, and SPV-Mostostal and Alstom (hereinafter collectively referred to as the "**Subcontracting Agreements with Alstom**") and expressed its consent to their conclusion; however, the parties to the Agreement agreed that Alstom will perform its liabilities resulting from the above-mentioned Subcontracting Agreements in favour of the Ordering Party.

Pursuant to the Agreement:

- the parties agreed that due to the works executed by Alstom on the basis of the Subcontracting Agreements with Alstom, in order to fulfil the Ordering Party's obligation to pay remuneration in favour of the Consortium due to the Main Contract, a given Consortium member's obligation to pay remuneration in favour of an appropriate SPV due to an appropriate Subcontracting Agreement with SPV and to fulfil the obligation of an appropriate SPV to pay remuneration in favour of Alstom on the basis of an appropriate Subcontracting Agreement with Alstom, the Ordering Party has undertaken to pay remuneration specified in the Main Contract directly in favour of Alstom on the basis of transfers within the meaning of article 921¹ of the Civil Code;
- the parties agreed on the method of delivery by the Consortium of the Advance Payment Guarantees within the meaning of the Main Contract as well as on the method of payment by the Ordering Party of the second instalment of the advance payment;
- the parties agreed that due to Alstom performing obligations resulting from the Subcontracting Agreements with Alstom in favour of the Ordering Party, the bank or insurance guarantees, which according to the provisions of the Subcontracting Agreements with Alstom Alstom is obliged to submit accordingly in favour of SPV-Polimex, SPV-Rafako and SPV-Mostostal in order to secure the performance of Alstom's liabilities resulting from the Subcontracting Agreements with Alstom, Alstom

shall submit to the Ordering Party, while the beneficiary, specified in their content, will be the Ordering Party;

- the parties agreed on the terms and conditions of repayment by the Ordering Party of the amount of PLN 277,399,440.00 paid in the money as the Performance Bond within the meaning of the Main Contract;
- the members of the Consortium and Alstom specified the cases concerning breaches of the terms and conditions of execution of the Opole Project with regard to the members of the Consortium, in which cases Alstom and other members of the Consortium shall be authorized to take over the scope of works of the breaching party;

The agreement concluded among the Ordering Party, the Consortium, SPV-Polimex, SPV-Rafako, SPV-Mostostal and Alstom has been deemed significant due to the fact that it concerns the contract for execution of the Opole Project, from which the revenues of the Company exceed 10% of the revenues from the sale of Polimex Capital Group for the period of last four working quarters.

Signatures of persons representing the Company:
Robert Kosmal - Manager of the Shareholder Supervision