

Current report no. 194/2014

Date prepared: 2.12.2014

Issuer's abbreviated name: POLIMEX-MOSTOSTAL

Subject: Conclusion of a preliminary contract for the sale of assets

Legal basis: Art. 56 sec. 1 item 1 of the Act on Public Offering – confidential information

The Management Board of Polimex-Mostostal S.A. with the registered office in Warsaw ("**Company**") informs that on 1 December 2014 WERBUD INDUSTRY CENTRUM spółka z ograniczoną odpowiedzialnością with the registered office in Łódź, KRS no. 0000067522 ("**Buyer**"), concluded with the Company a preliminary contract ("**Contract**") for sale of the chosen assets of the Company ("**Assets**").

Conclusion of the promised sale contract of Assets shall occur no later than 31 January 2015 ("**Closing Date**"). The content of the promised sale contract shall be broadly consistent with the model set out in the annex to the Contract.

The net sales price of the Assets amounts to PLN 2,400,000.00 (two million four hundred thousand zlotys); PLN 2,952,00.00 (two million nine hundred and fifty-two thousand zlotys) with VAT. The sales price may be subject to change if on the Closing Date the value of net Assets does not correspond to the value resulting from the Contract.

Conclusion of the promised sale contract is dependent on the fulfillment of the following conditions precedent:

1. concluding annexes to pledge contracts with the administrators of pledges on particular Assets or obtaining appropriate declarations regarding renouncing of a pledge on the Assets and excluding the Assets from the group of objects secured by registered pledges;
2. concluding by the Company a bank account agreement, the content of which is approved by the Buyer;
3. the Company is not declared bankrupt as of the Closing Date;
4. the value of the Assets corresponds to the value indicated in the Contract as of the Closing Date, the admissible change of the value of Assets amounts to 1,5% of the net sales price;
5. obtaining by the Company and the Buyer all corporate consents necessary for the conclusion of the promised sale contract.

Each Party is entitled to withdraw from the Contract up to the Closing Date if: (i) the condition indicated in point 2 above is not fulfilled within 7 working days since the conclusion of the Contract, (ii) if the bodies take a negative stance and point 5 above is not fulfilled.

Signatures of persons representing the Company:

Ewa Ciborowska - Director of Management Board Service and Legal Advise