

## Report No. 2/2016

The Management Board of Stalexport Autostrady S.A. (hereinafter called "Company") informs that on 05 February 2016 Stalexport Autostrada Małopolska S.A. with its registered seat in Mysłówice (which is 100% subsidiary company of Stalexport Autoroute S.a.r.l., which is in turn a 100% subsidiary of company Stalexport Autostrady S.A.) signed significant agreement, to which the following entities are parties:

- 1) Stalexport Autostrada Małopolska S.A. with its seat in Mysłówice (41-404), ul. Piaskowa 20 (hereinafter called „the Employer”),
- 2) Consortium of companies formed by: Pavimental Polska Sp. z o.o. with registered seat in Warsaw (00-013), ul. Królewska 16 and Pavimental S.p.A. with the seat in Italy, Via Giuseppe Donati 174, Rome 00159 and (hereinafter called „the Contractor”).

The subject of the agreement is realization of the Contract HM-3-2016 „Resurfacing 2016-2017” Lump Sum Fixed Price Contract of the net Agreed Price PLN 40.227.275,02 (hereinafter called “the Contract”).

The General Conditions for this Contract shall be “Conditions of Contract for Engineering-Construction Works designed by the Employer”, first edition, 1999 created by Fédération Internationale des Ingénieurs-Conseils (FIDIC) – copy in the Polish language (fourth English-Polish unchanged edition, 2008). The General Conditions of the Contract are supplemented by the Conditions of Particular Application. The General Conditions of the Contract will become binding provided that Conditions of Particular Application do not stipulate otherwise. General Conditions of the Contract and Conditions of Particular Application together shall constitute Conditions of the Contract.

The agreement provides the following penalty fees for the Contractor:

- 1) amount of Delay Penalty - limit penalties is 15% of the approved net contract price in accordance with Clause 8.7 of the Conditions of Contract,
- 2) penalties for not remedying defects in the Works on time – limit penalties is 15% of the approved net contract price in accordance with Clause 11.4 of the Conditions of Contract,
- 3) penalties for unjustified traffic restrictions – limit penalties in accordance with Clause 8.13 of the Conditions of Contract amounts to 2% of approved net contract price.

The Management Board of the Company additionally informs that due to the large scope of the works relating to the realization the above described Contract “Guiding principles for performing construction/repair works between Toll Collection Plazas resulting in a failure to meet the motorway standards” adopted for use by Stalexport Autostrada Małopolska S.A. (attached hereto) will be applicable.

**The criterion to recognize the agreement as a significant contract:** the value of the subject of the Contract exceeds 10% of the Company’s equity capitals.

### Legal basis:

Art. 5 paragraph 1 point 3 Regulation from the Minister of Finance of 19 February 2009 on the current and periodical information presented by issuers of securities and on consideration as equivalent the information required by law of the countries outside the EU (Journal of Laws of 2009, No. 33, Item 259, later amended).