

Warsaw, 29 July 2011

Current Report No. 57/2011

Information about the conclusion of a material agreement

The Management Board of Trakcja - Tiltra S.A. (the "Company" or the "Customer" hereby announces that on 29 July 2011, a subsidiary of the Company - Przedsiębiorstwo Robót Kolejowych i Inżynieryjnych S.A., concluded material agreements with Poldim S.A. company, with its registered office in Tarnow and its subsidiary Poldim Mosty sp. z o.o., with its registered office in Katowice, for a total net amount of: **PLN 46 460 350,19** (in words: forty six million four hundred sixty thousand three hundred fifty zlotys 19/100)

Agreement with the highest value is the agreement concluded by Poldim S.A. with its registered office in Tarnow (hereinafter referred to as: the "Subcontractor", the "Contractor") the subcontracting agreement (hereinafter referred to as: the "Agreement") in connection with the performance by the Company of construction works regarding the agreement for construction works for the No. 9 line modernization on the section from km 236,920 to km 287,700 covered by the Local Control Centre's, with its registered office in Malbork, area, within the Project: No. POIŚ (OPIE) 7.1-1.3 "Modernization of the railway line E 65/CE 65 on the section Warsaw – Gdynia – LCS Ilawa, LCS Malbork areas" – which the Company announced in its Current Report No 35/2011 of 27 May 2011.

Value of the Agreement:

Total net value of the Agreement: **PLN 46,330,350.19** (in words: forty six million three hundred thirty thousand three hundred fifty zlotys 19/100).

Subject Matter of the Agreement:

Under the Agreement, the Subcontractor shall perform a complex realization of professional works (road works), related to No. 9 line modernization task, on the section from km 236.920 to km 287.700, covered by the Local Control Center, with its registered office in Malbork area, within the Project: No. POIŚ (OPIE) 7.1-1.3 "Modernization of the railway line E 65/CE 65 on the section Warsaw – Gdynia – LCS Ilawa, LCS Malbork" along with the drafting final and as-built designs of the railway signaling equipment, except for design, supply and installation of gates for the signaling devices and supply and installation of devices for repelling animals.

Term of Guarantee:

3 years

Contractual penalties:

1. For the faulty exceeding by the Contractor of the period of performance of the works determined in the approved schedule, the Customer shall have the right to charge a penalty in the rate of 0.05% of a total gross value of the Contractor's remuneration, for each commenced day of delay. Provided that PKP PLK charges the Customer with such the penalties.

2. For exceeding the time limits to remove by the Contractor of defects/faults during the warranty period, or by the deadline set for their removal, the Customer shall have the right of charging a penalty rate of 0.05% of the total gross remuneration of the Contractor for each commenced day of delay in their removal. Provided that PKP PLK charges the Customer with such the penalties.
3. The Contractor shall pay the Customer a penalty of 10% of a total gross remuneration of the Contractor for withdrawing from the Agreement by either Party, for reasons attributable to the Contractor.
4. The Customer has a right to claim for compensation in excess of contractual penalties, if the damage suffered thereby, exceeded the amount reserved in the Agreement for its penalties.

Terms and conditions of the agreement do not differ from those commonly used for this type of agreements.

The value of the abovementioned Agreement exceeds 10% of the equity capital of Traction - Tiltra SA

Legal basis: § 5 paragraph 1 point 3 of the Regulation of the Minister of Finance dated 19 February 2009 on the current and periodic disclosures to be made by issuers of securities and conditions for recognition as equivalent of information whose disclosure is required under the laws of a non-member state.