



Warsaw, 17 August 2011

Current Report No. 62/2011

**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 17 August 2011, the Company concluded with TORPOL Sp. z o.o., with its registered office in Poznan (hereinafter referred to as: the "Subcontractor") a subcontracting agreement (hereinafter referred to as: the "Agreement") in connection with the performance by the Company of a public contract entitled: "Design and performance of construction works on the railway line Krakow - Medyka - state border on the section **Podłęże - Bochnia**, km 16.000 - 39.000 of the Project "Modernization of the railway line E 30/C-E30, section Krakow - Rzeszow, phase 3," (hereinafter referred to as: the "Agreement"). - current report No. 34/2010 of 3 November 2010.

Value of the Agreement:

Total initial net value of the Agreement: **PLN 290,287,460.00** (in words: two hundred ninety million two hundred eighty seven thousand four hundred sixty zlotys);

Total initial gross value of the Agreement: **PLN 357,053,575.80** (in words: three hundred fifty seven million fifty three thousand five hundred seventy five zlotys 80/100);

Subject Matter of the Agreement:

The Subcontractor pursuant to the agreement shall perform the following works:

- construction-assembly works for reconstruction of Podłęże station (km 16.0 - 20.1)
- construction-assembly works for reconstruction of Podłęże – Kłaj rail route (km 20,1 – 27,3)
- construction-assembly works for reconstruction of Kłaj station (km 27,3 – 29,2)
- construction-assembly works for reconstruction of Kłaj - Bochnia rail route (km 29,2 – 36,2)
- construction-assembly works for reconstruction of Bochnia station (km 36,2 – 39,0)

The final scope and value of the works shall be determined after approval by the Investor of the concept of the detailed design for the task.

Term of Guarantee:

43 months.

Contractual penalties:

Should the Subcontractor exceed the term of performance of the agreement the Customer shall be entitled to charge it with a contractual penalty of 0.1% of the total gross remuneration of the Subcontractor, for each

commenced day of delay. Notwithstanding the foregoing, should the delay, attributable to the Subcontractor, exceed 15 (fifteen) days, the Customer shall be entitled to withdraw from the Agreement by notifying the Subcontractor in writing.

Should the Subcontractor exceed the term for removal of defects, faults and/or inaccuracies during the guarantee period, the Customer shall be entitled to charge it with a contractual penalty of 0.1% of the Subcontractor's total gross remuneration, for each commenced day of delay.

Terms and conditions of the agreement are similar to those commonly used for these types of agreements.

The amount of the above mentioned Agreement exceeds 10% of the equity of Trakcja - Tiltra S.A.

*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.*