

Current Report no. 53/2015

Issue date: 2015-09-14

Issuer's abbreviated name: Dekpol S.A.

Subject: Concluding a material contract with Carrefour Polska Sp. z o. o.

Legal basis: Article 56.1.2 of the Act on Public Offering – current and interim information

Report content:

With reference to current report no. 38/2015 dated 17 June 2015 on the acceptance by Carrefour Polska Sp. z o.o. ("Contracting Authority") of the offer made by Dekpol S.A. ("Company", "Contractor") for the execution of construction work with respect to remodelling the Commercial Centre Carrefour Morena in Gdańsk ("Project"), the Company's Management Board reports that on 14 September 2015 a contract for the execution of the aforementioned work under general contracting ("Contract") was concluded with the Contracting Authority.

The subject of the Contract consists in the execution of construction work with respect to remodelling the Commercial Centre Carrefour Morena in Gdańsk, including the conversion of certain premises into cinemas, commercial and service premises and fitness clubs. The value of the remuneration for the execution of the work corresponds to 40% of the Issuer's equity. Pursuant to the Contract, the deadline for obtaining a decision on the occupancy permit for the Project has been set on 30 March 2016.

The total amount of contractual penalties for delay in the execution of the Project by the Contractor shall not exceed 16% of the total remuneration net due to the Contractor under the Contract. Moreover, if any of the Parties rescinds the Contract or dissolves it on grounds attributed to the other Party, the other Party will be obliged to pay a contractual penalty of 10% of the amount of remuneration specified in the Contract. If (without a consent of the Contracting Authority) the Contractor interferes with functional control of the installations and networks after the facilities have been put into use, the Contracting Authority will have a right to charge an additional contractual penalty of 5% of the remuneration specified in the Contract, irrespective of claims on account of losses and costs incurred. Moreover, the Contract provides for additional contractual penalties charged on a case-by-case basis for breaches related to causing pollution or impeding the use of the area in the Commercial Centre designated for customers or for a failure to comply with occupational safety and health regulations. The contractual penalties provided for in the Contract do not exclude the right of the Contracting Authority to claim compensation exceeding the contractual penalties in line with general principles.

The criterion of materiality for the aforementioned Contract is 10% the Issuer's equity.