

Current report no. 4/2017

Date of issue: 2017-01-30

Abbreviated name of Issuer: DEKPOL S.A.

Subject: Conclusion of agreement concerning construction of production-storage halls in Aleksandrów Kujawski

Legal basis: Art. 17 section. 1 MAR (Market Abuse Regulation) – inside information

Content:

Management Board of DEKPOL S.A. („Company”, „Contractor”) informs, that on 30th January 2017 has entered into agreement with AGR II Polska Spółka z o.o. („Ordering Party”) regarding execution of construction works based on general contracting services and concerning the construction of production-storage halls along with social-office building on the territory of factory belonging to Ordering Party in Aleksandrów Kujawski (“Agreement”).

For the execution of the object mentioned in Agreement, Contractor will receive net remuneration in the amount of 5% of sales revenues of Dekpol Capital Group for the year 2015. Completion date has been set on the end of February 2018.

Ordering Party may, at any time, to withdraw from the Agreement for reasons attributable to Contractor (e.g. delay in execution of works and other breaches of Agreement) and in case of appearance of any essential change of circumstances, causing the fact, that the execution of the Agreement is not an interest of Ordering Party anymore, which was not predictable at the time of conclusion of the Agreement. In case of withdrawal from the Agreement for reasons attributable to Contractor, the Contractor is obliged to pay contractual penalty in the amount of 15% of gross remuneration. The Agreement includes also other notations concerning contractual penalties calculated for any case of breach of conditions concluded in the Agreement. Ordering Party is entitled to claim for supplementary compensation, increasing the amount of contractual penalties to the amount of real damages suffered. Contractor is entitled, according to progress in execution of the Agreement, along with approval from Ordering Party, to use services offered by subcontractors, nevertheless it does not absolve the Contractor from full responsibility for execution of contractual duties.