

Current Report No. 50/2013

Date prepared: 2013-05-22

Subject: Conclusion of the Agreement by subsidiary with KGHM Polska Miedź S.A. – disclosure of confidential information

Legal basis: Article 56 Section 1 Item 1 of the Public Offering Act – confidential information

Contents of the report:

MAKRUM S.A. seated in Bydgoszcz (“Company”) informs that today, i.e. 22 May 2013, the Management Board of the subsidiary MAKRUM Project Management Sp. z o.o. seated in Bydgoszcz (“Contractor”) has signed the Agreement with KGHM Polska Miedź S.A. seated in Lubin (“Ordering Party”) with conclusion date of 16.05.2013 (“Agreement”), for the replacement, repair and modernization of elements of the drying plant for the Agreement net value of PLN 5 690 000, 00. Initial date of delivery of the ordered devices was determined in the Agreement for the period from 01.10.2014 to 30.04.2015. The Company informed about the tender, the consequence of which is the conclusion of this Agreement, disclosing confidential information in the current report no. 34/2013 dated 25 April 2013.

Pursuant to the Agreement, performance bond is the amount equal to 10% of the Agreement gross value, i.e. PLN 699 870,00 in the form of cash deposit or bank guarantee/ surety.

For withdrawal from the Agreement by the Ordering Party for reasons attributable to the Contractor or for withdrawal from the Agreement by the Contractor for reasons beyond the control of the Ordering Party, the Contractor may be charged contractual penalties in the amount of 15 % of the Agreement value. For a delay in performance of the Agreement on time within the frameworks of a given stage, the Contractor may be charged a contractual penalty in the amount of 0,5 % of the value of a given stage for each commenced day of delay. For a delay in removal of defects during the guarantee period the Contractor may be charged a contractual penalty in the amount of 0,1 % of the Agreement value for each commenced day of delay. For a delay in the reaction time of the Contractor’s guarantee service, the Contractor may be charged a contractual penalty in the amount of 0,01 % of the Agreement value for each commenced hour of delay.

In the case of non-performance or improper performance of the Agreement, the Contractor shall have the right to charge the Ordering Party with the contractual penalty for the withdrawal from the Agreement by the Contractor for the reasons attributable to the Ordering Party in the amount of 15 % of the Agreement value.

Payment of the contractual penalties shall not exclude the right to claim damages in excess of these penalties.

Other provisions of the Agreement shall not deviate from the generally applicable terms for this type of agreements.

This information was considered confidential information subject to publication under Art. 154 paragraph 1 of the Act dated 29 July 2005 on trading in financial instruments (Journal of Laws 2010.211.1384) due to the expected impact of conclusion of the aforementioned Agreement on the price of the Company's shares.

Note: Polish version of this report is legally binding. English version is for reference only.