

## Current Report No. 27/2011

Prepared on: 19 December 2011

### **Subject: Conclusion of an annex to the significant agreement with Elektrownia Połaniec S.A. - GDF SUEZ ENERGIA POLSKA Group**

*General legal basis: Article 56.1.2 of the Act on Public Offering - current and periodic information*

#### Contents:

The Management Board of LW Bogdanka S.A. with registered office in Bogdanka (the “Company”) hereby announces that on 19 December 2011 it signed Annex No. 8 (the “Annex”) to the *Long-Term Agreement on Sale of Power Coal No. 3/W/2007*, concluded on 30 October 2007 between the Company and Elektrownia Połaniec Spółka Akcyjna – GDF SUEZ ENERGIA POLSKA Group (the “Połaniec Power Plant”), with registered office in Zawada 26, 28-230 Połaniec, and described in the Issue Prospectus of 14 May 2009 in section 8.6.3.2 (the “Agreement”), amended with Annex No. 5 (described in Current Report No. 2/2010 of 15 January 2010) and Annex No. 6 (described in Current Report No. 36/2010 of 20 September 2010).

Under the Annex, part of supplies specified in Annex No. 6 with value of approx. PLN 40.8 million which were scheduled for 2011 will be executed in 2012. The Annex also extends the term of the Agreement until 31 January 2013. Furthermore, the Annex specifies the volume of supplies of power coal, the price, as well as the schedule of quarterly supplies in 2012 and in January 2013. Under the trade terms defined in the Annex, the Company’s net revenue on coal supplies to the Połaniec Power Plant in 2012 and in January 2013, to be performed following the end of supplies in 2011, will amount to PLN 328.8 million. The Annex is in effect from the day of its conclusion until 31 January 2013.

The Agreement provides for the following liquidated damages:

For failure to supply or collect the amount of coal indicated in the Agreement, liquidated damages shall be paid in the amount of 10% of the value of coal which has not been supplied or collected. Each Party has the right to claim supplementary damages on general terms, if the liquidated damages fail to cover the value of damage incurred, except for lost profit.

Other terms and conditions of the Agreement remain unchanged and do not differ from the market standards applied in such agreements.

The criterion for deeming the concluded Annex as significant is that its value exceeds 10% of the value of the Company shareholders’ equity.

Legal basis for submitting the report: Article 5.1.3 of the Regulation of the Minister of Finance on the Stock Exchange