

**Current report 25/2015**

**Report date: 15 September 2015**

**Subject: Condition precedent fulfilled. Disclosure of confidential information**

Legal basis: 56 sec. 1 point 1) of the Act on Offerings - confidential information

Report content:

The Management Board of WIKANA S.A. (the "Issuer") hereby discloses confidential information the disclosure of which had been delayed pursuant to art. 57 sec. 1 of the Act of 29 July 2005 on Public Offerings and the Terms for Introducing Financial Instruments to Organised Trading and on Public Companies and § 2 sec. 1 point 3 of the Ordinance of the Minister of Finance of 13 April 2006 on the types of information which may compromise the issuer's legitimate interests and on the issuer's handling of time-delayed disclosure of confidential information.

Notification regarding disclosure being delayed until 30 September 2015 was sent to the Polish Financial Supervision Authority (KNF) on 18 August 2015, worded as follows:

Acting pursuant to art. 57 sec. 1 of the Act of 29 July 2005 on Public Offerings and the Terms for Introducing Financial Instruments to Organised Trading and on Public Companies (the "Act") and § 2 sec. 1 point 3 of the Ordinance of the Minister of Finance of 13 April 2006 on the types of information which may compromise the issuer's legitimate interests and on the issuer's handling of time-delayed disclosure of confidential information, the Management Board of Wikana S.A. (the "Issuer") announces that it decided to delay until 30 September 2015 the fulfilment of the obligation referred to in art. 56 sec. 56 sec. 1 of the Act regarding information on the execution, on 18 August 2015, of a material agreement by a subsidiary of the Issuer ("Subsidiary") containing a condition precedent ("Agreement"), which consisted of the Subsidiary obtaining financing for the works being the subject of said Agreement to no later than 30 September 2015.

Disclosure of information on execution of the Agreement at present could weaken the Subsidiary's negotiating position in talks regarding financing and thus negatively impact these negotiations or their outcome, which would be an infringement on a legitimate interest of the Subsidiary and, therefore, also the Issuer.

Delaying the disclosure of this information will not result in misleading the public, and the Issuer will ensure the confidentiality of such delayed information until compliance with the obligation is achieved."

The Issuer announces that it decided to delay the disclosure of the above-mentioned confidential information because it could weaken the Subsidiary's negotiating position in talks regarding financing and thus negatively impact these negotiations or their outcome, which would be an infringement on a legitimate interest of the Subsidiary and, therefore, also the Issuer.

The Agreement was executed between Wikana Property Sp. z o.o. OMEGA S.K.A. ("Subsidiary") - a subsidiary of the Issuer, and ST INVEST Zbigniew Tarłowski, Karol Szczec

s.c. ("Contractor"), and concerns performance of construction work the subject of which is development of a residential multi-family building under phase VII of the Świerkowa Aleja investment in Zamość ("Agreement").

Duration of the Agreement is 12 months from the date on which the construction site is formally handed over.

Remuneration for the performance of the object of the Agreement is a flat fee of PLN 4 653 000 net.

The Agreement provides for contractual penalties for the Contractor, including for failure to complete the Agreement within the specified deadline, failure to remove faults under warranty within the given deadline and termination of the Agreement by the Subsidiary due to Contractor fault. The Subsidiary has the right to seek supplementary compensation from the Contractor up to the amount of damages actually suffered, provided that the amount of damage exceeds the amount of contractual penalties received. The Contractor is entitled to receive a contractual penalty from the Subsidiary for, among other things, withdrawal from the Agreement due to the Subsidiary's fault or delay in final handover. Contractual penalties may be calculated in aggregate, provided that the total does not exceed 10% of the value of the Agreement.

Other terms of the Agreement, including those pertaining to performance, withdrawal or termination, do not differ from the terms typically applied to this type of agreement.

The Agreement meets the criteria for a material agreement due to the fact that its value exceeds 10% of the Subsidiary's equity.

The Issuer decided to disclose confidential information because the condition precedent consisting of the Subsidiary securing financing for the work being the subject of the Agreement had been fulfilled.

*Robert Pydzik*  
*President of the Management Board*

*Agnieszka Maliszewska*  
*Member of the Management Board*