

Current report: 41/2013

Report date: 5 November 2013

Issuer's abbreviated name:

WIKANA

Subject:

Aggregate value of agreements with NORDON Sp. z o.o. exceeds 10% of the Issuer's equity

Legal basis:

Art. 56 sec. 1 point 2 of the Act on Offerings - current and periodic information

Report content:

The management board of WIKANA S.A. (the "Issuer") announces that on 5 November 2013 a subsidiary of the Issuer, WIKANA Nieruchomości Sp. z o.o. 05 MARINA S.K.A. (the "Ordering Party") signed an agreement with NORDON Sp. z o.o. (the "Contractor," "NORDON") concerning comprehensive construction work under a subsequent phase of the Osiedle Marina project in Lublin (the "Agreement").

As a result of the above agreement, the total aggregate value of agreements between WIKANA Group companies and NORDON executed in the past 12 months was about PLN 14 625 000 net.

The subject of the Agreement is performance of construction works consisting of comprehensive development of a multi-family residential building together with services and an A3 underground car park to developer status, excluding development of land, external grids and connections, together with obtaining a use permit, located in Lublin, ul. ks. Ludwika Zalewskiego. The works will be performed in compliance with a construction and working design, material standards, technical documentation and an asset and finance plan, as provided by the Ordering Party.

The following dates were established in the Agreement:

- commencement of works: 5 November 2013,
- completion of works, together with obtaining a use permit: 31 October 2014.

The latter date is subject to a change in the events specified in the Agreement, such as force majeure, which the Issuer may not predict or prevent.

The value of the Agreement is PLN 6 285 000.00 net (the "Remuneration"). Partial settlements will be performed based on monthly invoices issued after establishing work progress and after meeting contractual conditions regarding work progress and liabilities towards sub-contractors.

The sum total of all partial invoices may not exceed 90% of the Remuneration. Final settlement will be performed based on a final invoice, issued pursuant to the handover protocol after obtaining the use permit.

The Agreement contains the following contractual penalty provisions:

- the Contractor will pay penalties to the Ordering Party for, among others, delays in performance of the subject of the Agreement and delays in removal of faults discovered during handover or in the course of the warranty period;
- the Ordering Party will pay penalties to the Contractor in the event that final handover is delayed;

- in the event that one of the parties terminates the Agreement, the party receiving the basis for termination will pay the terminating party a contractual penalty equal to 10% of the Remuneration;

- the Contractor has the right to charge statutory interest on terms specified in the Agreement for each day of delay in payment of invoices after the payment deadline specified in the Agreement.

Different contractual penalties may be charged in aggregate, provided that they are in accordance with the terms. In accordance with the Agreement, all contractual penalties may not exceed 10% of the Remuneration.

The Contractor will offer a 36-month warranty period for all works, counting from signing the final, fault-free handover protocol. The Contractor will provide a warranty for all installed building installations and equipment, such as is equivalent to manufacturer warranty.

The other conditions in the Agreement do not differ from the standard conditions applied to this type of agreement.

The aggregate value of the agreements with NORDON Sp. z o.o. is significant due to the fact that it exceeds 10% of the Issuer's equity.

Detailed legal basis: § 5 sec. 1 point 3 of the Ordinance of the Minister of Finance of 19 February 2009 concerning current and periodic information disclosed by issuers of securities [...]

President of the Management Board
Sylwester Bogacki

Vice-President of the Management Board
Krzysztof Szaliłow