ERBUD S.A.

Topic: Conclusion of a Definitive Agreement to buy 25% stake in Budlex Sp. z o.o. in accordance with Annex No. 2 to the Shareholders' Agreement, establishing the right to use 25% of Budlex Sp. z o.o. shares for the benefit of the Issuer and burden by the Issuer on assets of substantial value, i.e. 3,899 shares in a subsidiary Przedsiębiorstwo Robót Drogowych S.A.
Legal basis: Article 56 section 1 item 2 of the Bid Law - current and periodic information

Content of report:

On 30 September 2009, the Issuer [the "**Buyer**"] informed in a current report No. 55/2009 on concluding on 29 September 2009 a significant agreement, i.e. the Amendment No. 2 to the Shareholders' Agreement of 28 July 2007 [the "**Amendment No. 2**", the "**Shareholders' Agreement**"], which is also a preliminary contract on purchase of shares in the company operating under the name Budlex limited liability company with headquarters in Warsaw. Under the above-mentioned Amendment No. 2, the Buyer had to conclude a definitive agreement until 30 November 2010.

On 19 February 2010, the Buyer concluded with the legal successor of the company under the name Euroenrgia Sp. z o.o. based in Warsaw, Aleja Solidarności 117, entered into the Register of Entrepreneurs under the number KRS 0000050425 - and namely with the company under Cypriot law operating under the name Rison Limited, a limited liability company based in Nicosia, Cyprus, Costakis Pantelides Avenue 1 P.C. 1010, registered in the Register of Companies under the number HE 240111 [the "**Seller**"], a definitive agreement to sale of 251 shares in the company Budlex Sp. z o.o. Ltd., with a nominal value of PLN 1.000,00 zł (say: one thousand zlotys) each one and the total value at par amounting PLN 251,000.00 (say: two hundred and fifty-one thousand zlotys) [the "**Shares**"] representing 25% of the share capital and 25% of the total number of votes at the Shareholders' General Meeting of Budlex Sp. z o.o. [the "**Definitive Agreement**"].

Relevant agreement terms and conditions

On the basis of the Definitive Agreement, in accordance with the provisions of Annex No. 2, the Buyer shall pay for shares the total amount of PLN 25,000,000.00 (say: twenty five million zlotys). The payment shall be effected pro rata to July 1, 2013. The first instalment has been paid on the date of conclusion of the Definitive Agreement as a transfer of five claims available to the Buyer for the benefit of the Seller in the total amount of PLN 4,659,178.00; the second instalment worth PLN 7,605,500.00 shall be paid until April 1, 2010. The third instalment of PLN 3.534,160,71 and the fourth of PLN 3.534,160,71 shall be paid accordingly to 01.07.2011 and 01.07 2012. The last one in the amount of PLN 5,667,000.00 shall be paid till July 1, 2013.

To secure Seller's claims to Buyer:

1) The Buyer made a statement in the form of a notarial deed on a voluntary submission by the Buyer to execution, in accordance with Article 777 section 1 point 4 of the Code of Civil Procedure.

2) The Buyer made a statement in the form of a notarial deed on a voluntary submission by the Buyer to execution related to the accelerated maturity of the Price in case of changing control over the Buyer, in accordance with Article 777 section 1 point 5 of the Code of Civil Procedure.

3) Budlex Invest Sp. z o.o., a subsidiary of Budlex Sp. z o.o. made a statement in the form of a notarial deed on the establishment for the benefit of the Seller of a capped amount mortgage for the real estate located in Toruń, plots registered under No. 21/191, 21/192 and 21/193 in the amount of PLN 20,340,821.42, for which the District Court in Toruń, VI Land Registry Department keeps and maintains the Land Register KW No TO1T/00047697/3 [the "**Mortgage**"].

4) The Buyer and the Seller entered into a pledge agreement (possessory and registered) under which the Buyer established to the Seller a possessory pledge, and upon registration shall lien a registered pledge, both on 3899 shares, representing 29% percent of shares in Przedsiębiorstwo Robót Drogowych S.A. with headquarters in Toruń. The possessory pledge shall expire after the pledge by registration has been entered in the register of pledges.

According to the Definitive Agreement, the Shares shall be transferred (acquired) upon the occurrence of all of the following events:

1) payment by the Buyer to the Seller of the second instalment of Price in full, i.e. PLN 7,605,500.00;

2) entry into the land register KW No.TO1T/00047697/3 kept and maintained by the District Court in Toruń, VI Land Registry Department of the possessory pledge in the amount of PLN 20,340,821.42 (say: twenty million three hundred forty thousand, eight hundred and twenty-one point forty-two) on real estate located in Toruń, including plots under registration number 21/191, 21/192 and 21/193 for the benefit of the Seller, as security for debts of the Seller against the Buyer due to Price payment;

3) entry into the land register of the registered pledge on 3,899 (say: three thousand eight hundred and ninety-nine) shares in Przedsiębiorstwo Robót Drogowych S.A. based in Toruń, in favour of the Seller, as security for debts of the Seller against the Buyer due to Price payment.

Under the Definitive Agreement the Seller has undertaken that until the transfer of the Shares to the Buyer, he will not sell or encumber (with any property or bond right) on Shares or a part thereof to any person other than the Buyer, will not commit to this, and will neither conclude a preliminary contract, nor submit a bid in this regard.

Use of Shares in Budlex Sp. z oo

In accordance with the Definitive Agreement, on the day of conclusion of the Definitive Agreement the Seller has delivered to the Buyer Shares to be used free of charge. Use of Shares in Budlex Sp. z o.o. shall expire, as regards to all Shares in the use, on the date of acquisition of the Shares by the Buyer. Thereby the Buyer will be the sole shareholder of the Company (currently the Buyer has 75% stake in the share capital of Budlex Sp. z o.o.). All property and non-property rights connected to the shares delivered by the Seller to the Buyer's use shall be exercised over the period of using Shares by the Buyer as the sole user of the Shares and the Seller's right to self-

exercise of these rights or to grant powers in this regard to third parties has been excluded. In particular, the Buyer shall perform the following rights due to the Shares used:

(a) the right to vote at meetings of the Company's shareholders and while making resolutions in accordance with Art. 227 § 2 of the Commercial Companies Code, in all matters arising from law or Articles of Association, being the subject to the resolutions of the shareholders of the Company, subject to the provisions of point (c) below;

(b) the right to request convening a Shareholders Meeting or to bring individual cases on the agenda;

c) until the payment of second instalment of Price, the Buyer shall not vote at the Shareholders' General Meeting Shares used and exercise voting rights during adoption of resolutions as per Art. 227 § 2 of the Commercial Companies Code, without the prior consent of the Seller, in the following cases:

1) sale and lease of Budlex Sp. z o.o. or its organized part, and establishment a limited property right on the company;
2) dissolution of Budlex Sp. z o.o. and opening of its liquidation, including the appointment of a liquidator;
3) increasing or reducing the share capital of Budlex Sp. z o.o. and redemption of shares;
4) changing the Budlex Sp. z o.o. partnership contract;
5) dividing, merger and conversion of Budlex Sp. z o.o.;
6) imposition of surcharges and their repayment;
7) disposal of shares in subsidiaries listed in the Definitive Agreement;
8) distributing profits or covering losses, including setting authorizing the payment of dividends or advances on dividends.

In the event of breaching the obligation as provided for in point (c) above, through the execution on behalf of the Seller a right to vote while adopting resolutions by the Company's Shareholders in cases specified in point (c) above, without the consent of the Seller, the Buyer shall be obliged to pay the Seller penalty in the amount of PLN 2,000,000 (say: two million zlotys) within 7 (seven) days upon the Seller's notice.

Possessory pledge on assets of significant value, i.e. on 3,899 shares in Przedsiębiorstwo Robót Drogowych S.A. with headquarters in Toruń

1) Basic characteristics of the assets (type of shares and the number of votes at the GM), on which the pledge has been established:

In order to secure the agreement the Buyer has entered with the Seller into a pledge contract (possessory and registered) under which the Buyer established to the Seller a possessory pledge, and upon registration shall lien a registered pledge, both on 3,899 shares, representing 29% percent of shares in Przedsiębiorstwo Robót Drogowych S.A. based in Toruń. The possessory pledge shall expire after the pledge by registration has been entered in the register of pledges.

2) Book value of the said shares in the accounts of the Issuer:

Name and legal form of the unit	Przedsiębiorstwo Robót Drogowych S.A.

Head office	Toruń
Range of activity	Road construction
Type of relation to the Parent (subsidiary, partially owned, associated, detailing the direct and indirect relationship)	Subsidiary
Method of consolidation used/valuation by equity method or indication that the unit is not subject to consolidation/to valuation by equity method	Full method
Value adjustments (total)	0
Carrying value of shares / stocks	40,494
Percentage of share capital held	100%
Percentage of total votes on GM	100%

3) Type of relations between Erbud and persons managing or supervising the Erbud Company, and a pledgee (the Seller):
Lack.

4) Percentage of the pledged shares in the share capital of Przedsiębiorstwo Robót Drogowych and the their nominal value and type of long or short-term financial investment of Erbud:
Pledged shares represent 29% of the share capital of PRD S.A. The Issuer shall invest in shares of PRD SA on a long-term basis.

Other information

Budlex Sp. z o.o. is a company engaged in the development business. The entity operates in the market of Toruń and Bydgoszcz, carrying out housing projects. Currently, it is estimated that the share in the local market amounts to 23 percent. Last year, the Issuer has appointed in Budlex Sp. z o.o. a new Executive Board consisting of persons which are experienced in the housing development, both of residential and commercial use. This was the beginning of the extension of the Budlex Group activity in the area of commercial investments throughout Poland. The new Board began a successful restructuring of the Group which has already brought calculable economic results.

Criterion for recognition of the Definitive Agreement and the right to use of Shares as significant:
The transaction price exceeds 10% of the equity of the Issuer.