



Polish Financial Supervision Authority

Komisja Nadzoru Finansowego

Pl. Powstańców Warszawy 1
00-950 Warszawa

Current report No: **6/2009**

Date: **2009-09-30**

Company: **HELIO S.A.**

Title: **Changes in the agreement with Bank BPH S.A.**

Legal basis: Art. 56 item 5 of Act on Public Offering

The report :

The Management Board of HELIO S.A. hereby informs about concluding on 29.09.2009 with Bank BPH S.A. with its registered office in Cracow ("the Bank") an annex to the credit agreement for a multipurpose multicurrency credit line executed on 11 August 2008, about which the Issuer informed in the current report no. 4/2008 of 11 August 2008.

On the basis of the above mentioned annex following changes were made:

1. The amount of the credit limit has been increased to the equivalent of PLN 10 000 000 intended for financing the current activities of the Debtor.
2. The credit was disbursed in the following way:
 - a. as a credit on the current account in the amount not larger than PLN 6 000 000. Crediting period until the 28.09.2010.
 - b. as a non-renewable working capital credit in the amount of PLN 4 000 000. The credit shall be made available on a designated credit account in PLN opened in the Bank and it shall be released in tranches payable upon the Debtor's order. The last tranche will be used no later than 31.12.2009. The Debtor obliges itself to pay off the total of the used non-renewable working capital credit in installments in accordance with the schedule. Any non-renewable financial repayment reduces the amount of the credit for the repaid installments and shall not be reused. The deadline of the payment of the last installment is on 31.03.2010.
3. From the amount of the used credit, the Bank shall collect the following interests:
 - a. In case of credit on the current account - according to the WIBOR 1M fixed interest rate plus the bank's commission. The interest shall be charged daily and shall be payable on the last day of the interest period. The interest period is a calendar month.

- b. In case of the non-renewable working capital credit – according to WIBOR 1M interest rate plus the bank's commission. During the interest period the interest rate does not change. The interest shall be charged in period of interest and shall be payable on the last day of the interest period. The interest period is a calendar month.
4. From the amount of the unused credit, the Bank shall charge a commission. The commission shall be charged daily from waggered at the disposal of unused amount of credit, based on the daily balance and shall be payable on the last day of each calendar month.
5. The following collaterals for repayment of the Credits, interest, commissions, charges, Bank's costs and any other Bank's receivables have been established:
 - a. a deposit mortgage for the amount up to PLN 14 500 000 for the real estate being a property of the Debtor, located in Wyględy and designated in the land and mortgage register (KW) no. WA1G/00058436/4 along with an assignment of the insurance policy,
 - b. the power of attorney to the Debtor's current account opened in the Bank,
 - c. an own bill of exchange in an in blanco form issued by the Debtor along with a bill of exchange declaration

The remaining essential terms of the agreement have not been changed. Annex shall enter into force on 30.09.2009.

The fundamental criterion for recognizing the agreements significant is the total value of the credit amounting to at least 10% of the Company's revenues from sales in the last four quarters.

Signed:

Leszek Wąsowicz
President of the Management Board