



Bank Polski

**Supplement dated 13 July 2017  
to the Base Prospectus dated 11 July 2017**

**€3,000,000,000**

**Programme for the Issuance of Euro Medium Term Notes**

*to be issued by*

**Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna**

*(incorporated as a joint stock company in the Republic of Poland)*

This supplement (the “**First Supplement**”) constitutes the first supplement to, and must be read in conjunction with, the base prospectus dated 11 July 2017 (jointly, the “**Base Prospectus**”) prepared by Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna (the “**Issuer**” or the “**Bank**”) with respect to the programme for the issuance of Euro Medium Term Notes (the “**Notes**”) referred to above (the “**Programme**”).

The terms defined in the Base Prospectus have the same meanings when used in this First Supplement. To the extent that there is any inconsistency between any statement in this First Supplement and any other statement in or incorporated in the Base Prospectus, the statements in this First Supplement will prevail.

An application has been made with the Luxembourg *Commission de Surveillance du Secteur Financier* (the “**CSSF**”), which is the competent Luxembourgish authority for the purpose of Directive 2003/71/EC, as amended (the “**Prospectus Directive**”), and the relevant implementing measures in Luxembourg, to approve this document as a supplement. This Supplement has been drawn up in accordance with Article 16(1) of the Prospectus Directive.

The Issuer accepts responsibility for the information contained in the First Supplement. To the best of its knowledge (having taken all reasonable care to ensure that such is the case), the information contained in the First Supplement is in accordance with the facts and contains no omission likely to affect its import. The amendments included in this First Supplement shall only apply to final terms, the date of which falls on or after the approval of this Supplement.

**Events that took place after the date of the Base Prospectus**

***Minor amendments and corrections to the Conditions of the Notes, General Description of the Programme, Subscription and Sale, and subsequently to Risk Factors included in the Base Prospectus***

As a result of the discussion on the final terms of the Agency Agreement to be executed between the Issuer and the Agents, the following amendments are deemed to be introduced into the Base Prospectus:

- 1) The description of “*Status of the Notes*” and “*Governing Law*” in section “*Features of the Notes and the Programme*” in chapter “*General Description of the Programme*” on pages 41 –43 of the Base Prospectus shall be deemed to be replaced with the following wording:

- “**Status of the Notes**

The Notes may either be senior or subordinated (respectively, the Senior Notes and the Subordinated Notes).

The Senior Notes shall constitute the direct, general, and unconditional, (subject to Condition 1.3 (*Negative Pledge*)) unsecured and unsubordinated obligations of the Issuer and will at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Senior Notes will at all times rank at least equally with all the other present and future unsecured and unsubordinated indebtedness of the Issuer (subject to Condition 1.3 (*Negative Pledge*)), save only for any obligation which may be preferred under mandatory provisions of applicable law of general application, as more fully described in “*Terms and Conditions of the Notes*”.

The Subordinated Notes shall constitute the direct, unconditional, unsecured and subordinated obligations of the Issuer and will at all times rank *pari passu* and without any preference among themselves. In the event of the insolvency or liquidation of the Issuer, the claims of the holders of Subordinated Notes against the Issuer in respect of such Subordinated Notes (including any damages or other amounts (if payable)) shall be subordinated to the claims of the creditors in respect of the obligations mentioned in (ii) below and shall rank:

- (i) at least *pari passu* with all other present or future subordinated obligations of the Issuer which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the Subordinated Notes;
- (ii) junior to all present or future (A) unsubordinated obligations of the Issuer (including in respect of deposits), expressed by their terms to rank in priority to the Subordinated Notes; (B) subordinated obligations of the Issuer, other than those which by law rank, or by their terms are expressed to rank, *pari passu* with, or junior to, the Subordinated Notes; and (C) any obligations preferred under mandatory and/or overriding provisions of law; and
- (iii) senior to the Issuer's ordinary shares, preferences shares and any subordinated obligations of the Issuer which by law rank, or by their terms are expressed to rank, junior to the Subordinated Notes;

as more fully described in “*Terms and Conditions of the Notes*”.

- **“Governing Law:**

The Notes and any non-contractual obligations arising out of in connection with the Notes will be governed by English law, except that Condition 1.1(b) (*Status – Subordinated Notes*) is governed by Polish law.”

- 2) The title of Condition 1 (*Status and Security*) included in chapter “*Terms and Conditions of the Notes*” on page 168 of the Base Prospectus shall be deemed to be replaced with the following wording: “**1 STATUS**”.
- 3) Condition 1.1 (*Status and Security*) in chapter titled “*Terms and Conditions of the Notes*” on page 168 of the Base Prospectus shall be deemed to be replaced with the following wording:

“1.1 **Status**

The Notes may either be senior (the “**Senior Notes**”) or subordinated (the “**Subordinated Notes**”):

- (a) *Senior Notes*: The Senior Notes shall constitute the direct, general, unconditional, (subject to Condition 1.3 (*Negative Pledge*)) unsecured and unsubordinated obligations of the Issuer and will at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Senior Notes will at all times rank at least equally with all the other present and future unsecured and unsubordinated indebtedness of the Issuer (subject to Condition 1.3 (*Negative Pledge*)), save only for any obligation that may be preferred under mandatory provisions of applicable law of general application.
- (b) *Subordinated Notes*: The Subordinated Notes shall constitute the direct, unconditional, unsecured and subordinated obligations of the Issuer and will at all times rank *pari passu* and without any preference among themselves. In the event of the insolvency or liquidation of the Issuer, the claims of the holders of Subordinated Notes against the Issuer in respect of such Subordinated Notes (including any damages or other amounts (if payable)) shall be subordinated to the claims of the creditors in respect of the obligations mentioned in (ii) below and shall rank :

- (i) at least *pari passu* with all other present or future subordinated obligations of the Issuer which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the Subordinated Notes,
  - (ii) junior to all present or future: (A) unsubordinated obligations of the Issuer (including in respect of deposits), (B) subordinated obligations of the Issuer, other than those which by law rank, or by their terms are expressed to rank, *pari passu* with, or junior to, the Subordinated Notes; and (C) any obligations preferred under mandatory and/or overriding provisions of law; and
  - (iii) senior to the Issuer's ordinary shares, preferences shares and any subordinated obligations of the Issuer which by law rank, or by their terms are expressed to rank, junior to the Subordinated Notes.
- 4) The whole Condition 1.2. (*Security*) in chapter titled "*Terms and Conditions of the Notes*" on page 169 of the Base Prospectus shall be deleted and as a result numbering of Condition 1.3 (*Senior MREL Notes*) shall be replaced with 1.2.
- 5) In the chapter titled "*Terms and Conditions of the Notes*", after Condition 1.2 (*Senior MREL Notes*) a new Condition 1.3. (*Negative pledge with respect to Senior Notes*) shall be deemed to be added on page 169 of the Base Prospectus with the following wording:

**"1.3 Negative pledge with respect to Senior Notes**

The Issuer shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Security Interests, other than Permitted Security Interests, on any of its assets, now owned or hereafter acquired, or any income or profits therefrom, securing any Relevant Indebtedness or any Guarantee of or indemnity in respect of any Relevant Indebtedness, unless, at the same time or prior thereto, the Issuer's obligations hereunder are (i) secured equally and rateably with such Relevant Indebtedness or (ii) have the benefit of such other security or any other arrangement which is equivalent in all material respects to any such Security Interest.

**"Guarantee"** means any financial obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any Indebtedness or other obligation of any other person and any obligation direct or indirect contingent or otherwise, of such person (a) to purchase or pay (or advance or supply funds for the purchase or payment of such Indebtedness or other obligation of such other person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods securities or services, to take-or-pay or to maintain financial statement conditions or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided, however, that* the term **"Guarantee"** will not include endorsements for collection or deposit in the ordinary course of business. The term **"Guarantee"** used as verb has a corresponding meaning;

**"Indebtedness"** means any indebtedness of any person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (a) amounts raised by acceptance under any acceptance credit facility;
- (b) amounts raised under any note purchase facility;
- (c) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (d) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 30 days; and
- (e) amounts raised under any other transaction (including, without limitation, any Repo, forward sale or purchase agreement) having the commercial effect of a borrowing.

**"Permitted Security Interests"** means:

- (a) any Security Interest created by the Issuer for the benefit of the Noteholders or in connection with any limited recourse financing arrangements;
- (b) any Security Interest created by any other Subsidiary to secure Securities Indebtedness, provided that (i) any such Securities Indebtedness is incurred on a limited recourse basis for the sole purpose of financing loans any other member of the Group pursuant to a loan participation notes arrangement or programme, the related prospectus or other offering document for which has been approved by a competent authority or by, or on behalf of, a stock exchange (as the case may be); (ii) the business activities of such other Subsidiary are contractually limited to incurring Indebtedness for the sole purpose of financing on-lending to the Issuer or any other member of the Group (and matters incidental thereto); and (iii) such Security Interest is created only over the relevant Subsidiary's benefit of the related on-lending arrangements and any bank accounts established specifically for the purposes of that incurrence of Securities Indebtedness or the related on-loan;
- (c) any Security Interest upon, or with respect to, any securitisation of property or assets or similar financing structure in relation to property or assets where the primary source of payment of any obligations secured by property or assets is linked to the proceeds of such property or assets (or where payment of such obligations is otherwise supported by such property or assets), but may make provision for rights of recourse on an unsecured basis (apart from the property or assets subject to the securitisation or financing structure) which may arise upon any failure to perform or default by the obligors in relation to such property or assets; provided that the aggregate outstanding amount of such obligations secured, does not, at any time, exceed 10 per cent, of the total consolidated assets of the Group, as determined at any time by reference to the most recent consolidated statement of financial position of the Group prepared in accordance with IFRS; and
- (d) any other Security Interests securing Relevant Indebtedness (not falling within any of paragraphs (a) to (c) above), provided that the aggregate amount of Relevant Indebtedness secured by all such Security Interests does not exceed five per cent, of the value of the consolidated total assets of the Group as calculated on a consolidated basis from the latest audited or unaudited consolidated annual or, as the case may be, audited or unaudited consolidated interim financial statements of the Group prepared in accordance with IFRS consistently applied;

**“Relevant Indebtedness”** means any present or future Indebtedness, having an original maturity of more than one year, in the form of or represented by:

- (a) bonds, notes, debentures, loan stock or other securities that are for the time being, or are capable of being, quoted, listed or ordinarily dealt in or on any stock exchange, over-the-counter or other securities market, whether issued by private placement or otherwise (collectively, **“Securities Indebtedness”**); or
- (b) any other Indebtedness that is funded or financed by Securities Indebtedness or which is intended to be the principal source of payment for any principal or interest payable in respect of any Securities Indebtedness;

**“Security Interest”** means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any foregoing under the laws of any jurisdiction.”

- 6) Condition 8.1 (*Events of Default with respect to Senior Notes*) included in chapter titled *“Terms and Conditions of the Notes”* on page 176 of the Base Prospectus shall be deemed to be replaced with the following wording:

**“8.1 Events of Default with respect to Senior Notes**

If any of the following events occurs:

- (a) *Non-payment*: the Issuer fails to pay any amount of principal in respect of the Senior Notes on the due date for payment thereof or fails to pay any amount of interest in respect of the Senior Notes, provided such failure continues for more than five days in the case of principal and seven days in the case of interest; or

- (b) *Breach of other obligations*: the Issuer fails to perform or observe any of its other obligations under or in respect of the Senior Notes and the failure continues for 45 days after written notice thereof, addressed to the Issuer by any Noteholder, has been delivered to the Issuer or to the Specified Office of the Fiscal Agent; or
- (c) *Cross-default of Issuer*:
  - (i) any present or future Indebtedness of the Issuer or any of its Subsidiaries is not paid when due (after the expiry of any applicable grace period); or
  - (ii) any such Indebtedness becomes (or becomes capable of being declared) due and payable prior to its stated maturity otherwise than at the option of the Issuer or (as the case may be) the relevant Subsidiary or (provided that no event of default, howsoever described, has occurred) any person entitled to such Indebtedness, or
  - (iii) the Issuer or any of its Subsidiaries fails to pay when due any amount payable by it under any Guarantee of any Indebtedness,

*provided that* the amount of Indebtedness referred to under (i) and/or (ii) above, and/or the amount payable under any Guarantee referred to under (iii) above; individually or in the aggregate, exceeds EUR 10,000,000 (or its equivalent amount in any other currency or currencies); or

- (d) *Winding up etc*: an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer; or
- (e) *Unlawfulness*: it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Senior Notes;

then the holders of at least 25 per cent. in aggregate principal amount of the Senior Notes may, by written notice addressed to the Issuer (with a copy to the Fiscal Agent), declare the Senior Notes to be immediately due and payable, whereupon the Senior Notes shall become immediately due and payable together with accrued interest (if any) without further action or formality, provided, however, that if the Issuer receives notice in writing (with a copy to the Fiscal Agent) from holders of at least 50 per cent. in aggregate principal amount of the outstanding Senior Notes to the effect that the Event of Default or Events of Default giving rise to any above mentioned declaration of acceleration is or are cured following any such declaration and that such holders wish the relevant declaration to be withdrawn, the Issuer shall give notice thereof to the Noteholders (with a copy to the Fiscal Agent), whereupon the relevant declaration shall be withdrawn and shall have no further effect but without prejudice to any rights or obligations which may have arisen before the Issuer gives such notice (whether pursuant to these Conditions or otherwise). No such withdrawal shall affect any other or any subsequent Event of Default or any right of any Noteholder in relation thereto.

**“Guarantee”** means any financial obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any Indebtedness or other obligation of any other person and any obligation direct or indirect contingent or otherwise, of such person (a) to purchase or pay (or advance or supply funds for the purchase or payment of such Indebtedness or other obligation of such other person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods securities or services, to take-or-pay or to maintain financial statement conditions or otherwise) or (b) entered into for the purpose of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided, however, that* the term **“Guarantee”** will not include endorsements for collection or deposit in the ordinary course of business. The term **“Guarantee”** used as verb has a corresponding meaning;

**“Indebtedness”** means any indebtedness of any person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (a) amounts raised by acceptance under any acceptance credit facility;
- (b) amounts raised under any note purchase facility;
- (c) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;

- (d) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 30 days; and
- (e) amounts raised under any other transaction (including, without limitation, any Repo, forward sale or purchase agreement) having the commercial effect of a borrowing.

“**Repo**” means a securities repurchase or resale agreement or reverse repurchase or resale agreement, a securities lending or rental agreement or any agreement relating to securities which is similar in effect to any of the foregoing and for the purposes of this definition, the term “**securities**” means any capital stock, share, debenture or other debt or equity instrument, or derivative thereof, whether issued by any public or private company, any government or any agency, authority, central bank, department, government, legislature, minister, official or public statutory person (whether autonomous or not) of, or of the government of any state or any international or supra-national body;

“**Subsidiary**” means, in relation to any Person (the “**first person**”) at any particular time, any other person (the “**second person**”):

- (a) whose affairs and policies the first person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second person or otherwise; or
- (b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first person.”

- 7) Condition 8.2 (*No Event of Default with respect to Subordinated Notes*) included in chapter titled “*Terms and Conditions of the Notes*” on page 176 of the Base Prospectus shall be deemed to be replaced with the following wording:

“8.2 ***No Event of Default with respect to Subordinated Notes***

There will be no event of default in respect of the Subordinated Notes and the Subordinated Noteholders will not be able to accelerate payments in respect of Subordinated Notes other than in the insolvency or liquidation of the Issuer.”

- 8) The title of Condition 9 included in chapter “*Terms and Conditions of the Notes*” on page 176 of the Base Prospectus shall be deemed to be replaced with the following wording: “**MEETING OF NOTEHOLDERS; MODIFICATION OF NOTES, WAIVER**”.

- 9) Condition 16 (*Acknowledgement Of Bail-In And Write-Down Or Conversion Powers*) included in chapter “*Terms and Conditions of the Notes*” on page 178-179 of the Base Prospectus shall be deemed to be replaced with the following wording:

“16. **ACKNOWLEDGEMENT OF BAIL-IN AND WRITE-DOWN OR CONVERSION POWERS**

Notwithstanding and to the exclusion of any other term of the Notes or any other agreements, arrangements or understanding between the Issuer and any Noteholder (which, for the purposes of this Condition 16, includes each holder of a beneficial interest in the Notes), by its acquisition of the Notes, each Noteholder acknowledges, accepts and agrees to be bound by the exercise of, any Bail-in Power by the Polish Bank Guarantee Fund or any successor or replacement thereto and/or such other authority which has the ability to exercise any Bail-in Power in relation to the Issuer (the **Relevant Resolution Authority**) that may result in the write-down or cancellation of all, or a portion, of the principal amount of, or payments of interest or other distributions on, the Notes and/or the conversion of all, or a portion, of the principal amount of, or payments of interest or other distributions on, the Notes into shares or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the Notes to give effect to the exercise by the Relevant Resolution Authority of such Bail-in Power. Each Noteholder further acknowledges and agrees that the rights of the Noteholders are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any Bail-in Power by the Relevant Resolution Authority.

For these purposes, a **Bail-in Power** means any statutory write-down, conversion, transfer, modification, suspension or similar or related power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements relating to the resolution of credit institutions, investment firms

and/or group entities in effect and applicable in the Republic of Poland, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the BRRD and/or the Polish Act of 10 June 2016 on Bank Guarantee Fund, the deposit guarantee scheme and compulsory restructuring (as amended from time to time, the Act on Bank Guarantee Fund) as amended or replaced from time to time and any instruments, rules and standards created thereunder, pursuant to which liabilities of the Issuer (or any affiliate of the Issuer) can be reduced, cancelled, modified and/or converted into shares or other securities or obligations of the Issuer or any other person. **BRRD** means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms dated 15 May 2014 and published in the Official Journal of the European Union on 12 June 2014, as amended or replaced from time to time.

Upon the Issuer being informed or notified by the Relevant Resolution Authority of the actual exercise of the Bail-in Power or the date from which the Bail-in Power shall be effective with respect to the Notes, the Issuer shall notify the Noteholders without delay. The Issuer will also deliver a copy of such notice to the Fiscal Agent for informational purposes, although the Fiscal Agent shall not be required to send such notice to Noteholders. Any delay or failure by the Issuer to give such notice shall not affect the validity and enforceability of the Bail-in Power nor the effects on the Notes described in this Condition.

The exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Notes shall not constitute an Event of Default and these Conditions shall continue to apply in relation to the residual principal amount of, or outstanding amount payable with respect to, the Notes, subject to any modification of the amount of interest or other distributions payable to reflect the reduction of the principal amount, and any further modification of these Conditions that the Relevant Resolution Authority may decide in accordance with applicable laws and regulations relating to the resolution of credit institutions, investment firms and/or group entities in effect and applicable in the Republic of Poland.

Each Noteholder also acknowledges and agrees that this provision is exhaustive on the matters described herein to the exclusion of any other agreements, arrangements or understandings relating to the application of any Bail-in Power to the Notes.

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority, the Issuer and each Noteholder (including each holder of a beneficial interest in the Notes) hereby agree that (a) the Fiscal Agent shall not be required to take any directions from Noteholders, and (b) the Agency Agreement shall impose no duties upon the Fiscal Agent whatsoever, in each case with respect to the exercise of any Bail-in Power by the Relevant Resolution Authority.

Notwithstanding the foregoing, if, following the completion of the exercise of the Bail-in Power by the Relevant Resolution Authority, any Notes remain outstanding (for example, if the exercise of the Bail-in Power results in only a partial write-down of the principal of the Notes), then the Fiscal Agent's duties under the Agency Agreement shall remain applicable with respect to the Notes following such completion to the extent that the Issuer and the Fiscal Agent shall agree pursuant to an amendment to the Agency Agreement.

If the Relevant Resolution Authority exercises the Bail-in Power with respect to less than the total prevailing outstanding amount of the Notes, and any accrued and unpaid interest on the Notes that has not been previously cancelled or otherwise is no longer due, unless the Fiscal Agent is otherwise instructed by the Issuer or the Relevant Resolution Authority or the Regulator, any cancellation, write-off or conversion made in respect of the Notes pursuant to the Bail-in Power will be made on a pro-rata basis.

No expenses necessary for the procedures under this Condition 16 (*Acknowledgement of Bail-In and Write-Down or Conversion Powers*), including, but not limited to, those incurred by the Issuer and the Fiscal Agent, shall be borne by any Noteholder."

- 10) Condition 17 (*Governing Law*) included in chapter "*Terms and Conditions of the Notes*" on page 179 of the Base Prospectus shall be deemed to be replaced with the following wording:

**"17. GOVERNING LAW AND JURISDICTION**

The Notes, the Deed of Covenant, the Agency Agreement and the Account Bank Agreement and any non-contractual obligations arising out of or in connection with the Notes, the Deed of Covenant, the Agency

Agreement and the Account Bank Agreement are governed by English law, except that Condition 1.1(b) (*Status – Subordinated Notes*) is governed by Polish law.

The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”), arising out of or in connection with the Notes, the Deed of Covenant, or any non-contractual obligation arising out of or in connection therewith).

The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

This Condition 17 (*Governing Law and Jurisdiction*) is for the benefit of the Noteholders only. As a result nothing in this Condition 17 (*Governing Law and Jurisdiction*) prevents any Noteholder from taking proceedings relating to a Dispute (“**Proceedings**”) in any other courts with jurisdiction. To the extent allowed by law, the Noteholders may take concurrent Proceedings in any number of jurisdictions.

The Issuer appoints Capita Trust Company Limited, currently at 4th Floor, Dukes Place, London EC3A 7NH, United Kingdom to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's behalf, the Issuer shall appoint a further person in England to accept service of process on its behalf. Nothing in this Clause shall affect the right to serve process in any other manner permitted by law.”

- 11) The reference to the EU Savings Tax Directive is not relevant, as a result point (ii) in the Condition 7 (Taxation) included in chapter “*Terms and Conditions of the Notes*” on page 176 of the Base Prospectus shall be deleted and subsequent numbering of point (iii) shall be replaced with (ii).
- 12) The risk factor “*Limited events of default in respect of Senior Preferred Notes*” included in section “**Risks Relating To The Notes**” on page 35 of the Base Prospectus shall be deemed to be deleted.
- 13) In chapter “*Subscription and Sale*” on page 199 of the Base Prospectus, the references made to the Dealer Agreement shall be deemed to be replaced with references to the Programme Agreement and as a result:
  - first paragraph of the chapter “*Subscription and Sale*” on page 199 of the Base Prospectus shall be deemed to be replaced with the following wording:

“Notes may be sold from time to time by the Issuer to any one or more of Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna or such other Dealers as may be appointed from time to time in respect of any Series of Notes (the “**Dealers**”). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and subscribed by, Dealers will be set out in a programme agreement (the “**Programme Agreement**”) and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be subscribed by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Programme Agreement will make provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.”; and
  - third paragraph of the section “*United States of America*” on page 199 of the Base Prospectus shall be deemed to be replaced with the following wording:

“Each Dealer will agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Principal Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Principal Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice



setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.”

### **General**

Save as disclosed in this First Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus that is material in the context of the Programme since the date of the publication of the Base Prospectus. Additionally, references to page numbers in the Table of Contents in the Base Prospectus were updated.

Copies of this First Supplement can be obtained, free-of-charge, at specified offices of Citibank, N.A., London Branch and Banque Internationale à Luxembourg, unless such documents have been modified or superseded. This First Supplement will also be available to view on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

Investors who have already agreed to purchase or subscribe for securities before the publication of this First Supplement have the right, exercisable within a time limit of two working days after the publication of this First Supplement, i.e. 17 July 2017, to withdraw their subscription orders.