



CENTRAL EUROPEAN DIS
FORM 8K

RR Donnelley ProFile

ACWIN-CTXP81
9.8

MWRambre0ma

13-Sep-2007 17:26 EST

14343 TX 1 1*

TAM

HTM IFV 0C

Page 1 of 1

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of Earliest Event Reported) – September 13, 2007

CENTRAL EUROPEAN DISTRIBUTION CORPORATION
(Exact Name of Registrant as Specified in Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation)

0-24341
(Commission File Number)

54-18652710
(IRS Employer
Identification No.)

Two Bala Plaza, Suite 300
Bala Cynwyd, Pennsylvania
(Address of Principal Executive Offices)

19004
(Zip Code)

(610) 660-7817
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-



Item 1.01. Entry into a Material Definitive Agreement.

On September 13, 2007, Carey Agri International Poland Sp. z o.o., a wholly-owned subsidiary of Central European Distribution Corporation, entered into an amendment (the "Amendment") to its multipurpose non-revolving credit line agreement (the "Credit Facility") with Fortis Bank SA/NV, Austrian Branch.

The Amendment extends the maturity date of the Credit Facility from September 14, 2007 to October 12, 2007.

A copy of the Amendment is filed as exhibit 10.1 to this Form 8-K and is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure required by this item is included in Item 1.01 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Annex 4 to Multipurpose Non-Revolving Credit Line Agreement by and between Fortis Bank SA/NV and Carey Agri International Poland Sp. z o.o. dated September 13, 2007



SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, Central European Distribution Corporation has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CENTRAL EUROPEAN DISTRIBUTION CORPORATION

By: /s/ Chris Biedermann
Chris Biedermann
Vice President and Chief Financial Officer

Date: September 14, 2007



EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Annex 4 to Multipurpose Non-Revolving Credit Line Agreement by and between Fortis Bank SA/NV and Carey Agri International Poland Sp. z o.o. dated September 13, 2007

**Exhibit 10.1**

Annex no. 4 to MULTIPURPOSE NON-REVOLVING CREDIT LINE AGREEMENT
no. 015023-510-01
of October 12, 2006

entered into force on **September 13, 2007** by and between:

Fortis Bank S.A./NV, Austrian Branch with its registered office at Technologiestrasse 8, 1120 Wien, Austria entered into Commerce Register maintained by the Republic of Austria, under No. **FN 263765** („**Bank**”), represented by:

- 1) Andrea Vaz-König - Business Center Manager _____
- 2) Alfred Wunderl-Auner - Chief Accountant _____

and

Carey Agri International Poland Spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in 00-690 Warszawa, ul. Bokserska 66A, entered into the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register under KRS no. 51098 („**the Borrower**”), represented by:

- 1) William V. Carey - _____
- 2) _____ - _____

in connection with the extension of the financing term, the Parties hereto amend the Multipurpose non-revolving credit line agreement no. 015023-510-01 dated October 12, 2006 and changed lately by Amendment no. 3 dated June 11, 2007 („**Agreement**”) in the following way:

- I. Bank and the Borrower hereby declare that the outstanding amount based on the Agreement is PLN 300,000,000.00 (say: three hundred million zlotys).
- II. The current clause 3 of the Agreement will have the following wording:
 - 3. Financing term: until **October 12, 2007**.
- III. The current clause 4 of the Agreement will have the following wording:
 - 4. Current credit term: until **October 12, 2007**.
- IV. Other stipulations of the Agreement will remain unchanged.

The Borrower hereby gives its consent to furnish any information related to the Loan and the Borrower, obtained by the Bank during negotiations and pertaining to conclusion and performance of this Agreement, to the Bank's principal shareholder, i.e. Fortis Bank S.A./NV with its registered office in Brussels, Fortis Lease Polska Sp. z o. o. with its registered office in Warsaw and Fortis Investments Polska S.A. with its registered office in Warsaw and Dominet Bank S.A. with its seat in Lubin, likewise to other entities of Fortis Bank Group*. The Bank is allowed to provide such information both in the course of this Agreement and after its expiry.



The Bank hereby informs the Borrower that the Bank may forward any information related to the loan to the Interbank Economic Information System – Banking Register (MIG-BR) administered by the Polish Banks Association, likewise that the Bank may disclose any data gathered in the MIG-BR system to economic information bureaus that operate under the Act of February 14, 2003 on disclosing economic information (Journal of Laws No. 50, item 424 as amended) based on the requests of such bureaus and to the extent specified therein.

*) *Information on Fortis Group entities is available at: www.fortisbank.com.pl*

/s/ Andrea Vaz-König

/s/ Alfred Wunderl-Auner

Stamp and signatures for the Bank

/s/ William V. Carey

Company stamp and signatures of representatives
authorised to assume financial obligations on behalf
of the Borrower.

The signature of the Borrower has been affixed in my presence.

Izabela Bugumil

name and surname of the Bank's employee

/s/ Izabela Bugumil

signature of the Bank's employee