

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 12/ 2010

Date: 22 January 2010

Issuer's shortened name: KOPEX S.A.

Subject: Information on submitting an answer to the action at law by the Law Office representing KOPEX S.A. and TAGOR S.A.

Legal basis: Law on Offer, Art. 56, Par.1 Item 2– current and periodic information

Contents of the report:

Referring to the current reports as follows: No 1/2010 dated 04 January 2010, No 4/2010 dated 08 January 2010, No 5/2010 dated 12 January 2010, the Management Board of KOPEX S.A. (the Issuer) informs that on 21 January 2010, it obtained information on submitting a joint answer to the action at law from the Law Office representing the Issuer and Fabryka Maszyn i Urządzeń TAGOR S.A. based in Tarnowskie Góry (the Issuer's subsidiary) – hereinafter referred to as "TAGOR S.A."-, within a statutory term of two weeks, defined in the regulations of the Code of Civil Procedure - hereinafter referred to as "C.C.P."

The action at law in question was brought by Fabryka Zmechanizowanych Obudów Ścianowych FAZOS S.A. based in Tarnowskie Góry ("plaintiff") and it included a claim for compensation amounting to PLN 51,875,600 (say: fifty one million eight hundred seventy five thousand and six hundred zlotys). The answer to the action in law was posted at a Polish operator post office, in compliance with binding regulations, to the addresses of the Court and the proxy of the plaintiff.

The Issuer and TAGOR S.A. maintained their previous positions in the answer to the action at law which had been presented in the current reports as follows: No 173/2009 dated 06 November 2009, No 1/2010 dated 04 January 2010, No 5/2010 dated 12 January 2010 on unfounded claims brought by the plaintiff. Statements of the Issuer and TAGOR S.A. included in the answer to the action at law refer to three fundamental pleas, as below:

1. denial of a plea that Issuer and TAGOR S.A. supposedly did not execute or executed improperly cooperation agreements signed with Fabryka Maszyn FAMUR S.A. and the plaintiff. The agreements in question regarded execution of a Chinese contract. The Issuer and Fabryka Maszyn i Urządzeń TAGOR S.A. (the Issuer's subsidiary) are of the opinion that the cooperation agreement signed on 11 January 2008 between the Issuer and Fabryka Maszyn FAMUR S.A.- the plaintiff's dominant entity- did not demand the Issuer to entrust the plaintiff or Fabryka Maszyn FAMUR S.A. with the order of executing 50% of the Chinese contract value (the Issuer informed about signing the cooperation agreement in question in the current report No 4/2008 dated 12 January 2008). A detailed cooperation agreement dated 05 June 2008 and signed between the Issuer, TAGOR S.A., the plaintiff, Fabryka Maszyn FAMUR S.A. expired, due to changing the scope of the contract by the Chinese partner.
It is the reason why the plaintiff's statement of non-executing of the aforesaid agreements by the Issuer and TAGOR S.A. (resulted from non-entrusting the plaintiff with order of executing 50% of the value of the contract signed with a Chinese partner) is groundless, in compliance with Art.471 of the Civil Code.
2. non-liability of the Issuer and TAGOR S.A. for non-participating the plaintiff in execution of the Chinese contract which resulted from the fact that the Chinese

partner changed its demands and expectations- on the one hand side- and defectiveness of the products manufactured by the plaintiff to be subject of supply in the framework of the Chinese contract- on the other hand side. Cooperation agreements signed between the Famur Group and Kopex Group in 2008 defined specific items of the products. Annex to the aforesaid contract, signed in May 2009, changed the contract text and resulted in loss of timeliness and in legal ineffectiveness of the cooperation agreement. Despite of lack of legal binding obligations, the goodwill for further cooperation with the Famur Group resulted in placing an order for manufacture of advance rams and hydraulic cylinders by TAGOR S.A. with FAZOS S.A. in June 2009. However, quality of the products manufactured by the plaintiff and order execution time were inadequate. This fact entitled TAGOR S.A. to withdraw from a contract with FAZOS S.A.

3. lack of any casual nexus between actions of the Issuer and TAGOR S.A. and the supposed losses of the plaintiff's assets due to currency forward transactions. Forward transactions made by FAZOS S.A. had nothing in common with possible execution of the aforesaid Chinese contract.

To prove their previous positions, the Issuer and TAGOR S.A. have taken to court for taking of evidence basing on the proper documents and hearing of witnesses and litigants. The Issuer advises that considering protection of investors- the Issuer and Fabryka Maszyn FAMUR S.A. (the plaintiff's dominant entity)-, a notice of holding non-public meetings in compliance with Art.153 Cl.2 of the C.C.P. was included in the answer to the action at law in question.

The Issuer also advises that as soon as answers to two other actions at law are submitted (current report No 1/2010 dated 04 January 2010 and current report No 5/2010 dated 12 January 2010), the Issuer will inform about it in a separate current report.