

FINANCIAL SUPERVISORY COMMISSION

Current Report No 129/2008

Date: 9 October 2008

Issuer's shortened name: KOPEX SA

Subject: Significant inland agreement of the Issuer subsidiary

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

Report contents:

Management Board of KOPEX SA with registered seat in Katowice (the Issuer) informs as follows:

On 9 October 2008 the Issuer was informed about signing two agreements between Zabrzanskie Zakłady Mechaniczne SA with registered seat in Zabrze (the Issuer subsidiary)- Lessor- and Kompania Wegłowa S.A. Centrum Wydobywcze Wschod – Lessee.

Subject of the first agreement is lease of the KSW-460 NZ longwall shearer that will be operated in longwall No 433, seam No 324/3 at the Boleslaw Smialy mine, starting from 1 October 2008 until works in the longwall No 433 are completed; scope of the agreement also covers warranty and maintenance services during the lease term. Net value of the agreement amounts to PLN 88 thou.

Term of the agreement is 15 days.

Stipulated penalties:

- The Lessor will pay the Lessee stipulated penalties amounting to 10% of the agreement value if the Lessee renounces the agreement due to the reasons caused by the Lessor,
- The Lessee will pay the Lessor stipulated penalties amounting to 10% of the agreement value if the Lessor renounces the agreement due to the reasons caused by the Lessee,
- The Lessor will pay the Lessee stipulated penalties amounting to 100% of the daily lease rate for each day of delay in supply of the subject of the lease agreement on the fixed day,
- The Parties to the agreement agree that stipulated penalties will be calculated basing on the gross value of the agreement in question,
- The Lessee may be charged by the Lessor with stipulated penalties amounting to 100% of the daily lease rate for each day of delay in collecting the subject of the agreement on the fixed day,
- The Lessee may be charged by the Lessor with stipulated penalties in case of not returning in 10 days longwall shearer parts that were missing on the day of returning the subject of the agreement; the stipulated penalties will amount to 50% price of new longwall shearer parts, in accordance with purchase price list obligatory for KSW SA,
- Irrespective of the stipulated penalties set forth in Par.1 and 2, the Parties may claim damages based on general rules to the value of the loss borne factually but not exceeding the agreement value,

- If the longwall shearer or a shearer assembly are damaged by the Lessee and scrapping is necessary as a consequence of this, or if the longwall shearer or shearer assembly are classified to scrap procedure, because of other reasons caused by the Lessee, the Lessee will pay the Lessor compensation amounting to 75% of the initial price of the longwall shearer or the shearer assembly,
- If the scrap procedure is effected by the Lessor, the compensation will be reduced by the value of the parts saved and scrap value,
- It is admitted to adjust the compensation values individually,
- In any case, the compensation cannot be lower than not-amortized value of the longwall shearer or the shearer assembly,
- Compensations exceeding the stipulated penalties values may be claimed on the basis of the Civil Code

Subject of the second agreement is lease of the KSW-460 NZ longwall shearer that will be operated in longwall No 524, seam No 325 at the Boleslaw Smialy mine, starting from 19 November 2008 until works in the longwall No 433 are completed; scope of the agreement also covers warranty and maintenance services during the lease term. Net value of the agreement amounts to PLN 303 thou.

Term of the agreement is 73 days.

Stipulated penalties:

- The Lessor will pay the Lessee stipulated penalties amounting to 10% of the agreement value if the Lessee renounces the agreement due to the reasons caused by the Lessor,
- The Lessee will pay the Lessor stipulated penalties amounting to 10% of the agreement value if the Lessor renounces the agreement due to the reasons caused by the Lessee,
- The Lessor will pay the Lessee stipulated penalties amounting to 100% of the daily lease rate for each day of delay in effecting the supply of the subject of the lease agreement on the fixed day,
- The Parties to the agreement agree that stipulated penalties will be calculated basing on the gross value of the agreement in question,
- The Lessee may be charged by the Lessor with stipulated penalties amounting to 100% of the daily lease rate for each day of delay in collecting the subject of the agreement on the fixed day,
- The Lessee may be charged by the Lessor with stipulated penalties in case of not returning in 10 days longwall shearer parts that were missing on the day of returning the subject of the agreement; the stipulated penalties will amount to 50% price of new longwall shearer parts, in accordance with purchase price list obligatory for KSW SA,
- Irrespective of the stipulated penalties set forth in Par.1 and 2, the Parties may claim damages based on general rules to the value of the loss borne factually but not exceeding the agreement value,

Detailed conditions of the agreement comply with conditions usually applied in agreements of this kind.

For the last 12 months the Issuer subsidiaries have signed agreements with the customer in question and its subsidiaries amounting altogether to PLN 129,033 thou (this agreement included).

The Issuer informed about the last agreement signed with this customer in the current report RB 126/2008 on 3 October 2008.

Agreement of the biggest value signed in the last 12 months is the agreement concluded on 13 March 2008 between consortium of companies PBsz Zakład Usług Gornicznych Sp. z o.o. with registered seat in Bytom (the Issuer subsidiary) – Consortium Leader- and VACAT Sp. z o.o. with registered seat in Rybnik – Consortium Participant; net agreement value amounted to PLN 19,893 thou.

Value of the Issuer's equity in the end of Q2 2008, amounting to PLN 1,206,061 thou was accepted as a criterion of a significant agreement.