

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 57/2010

Date: 28 June 2010

Issuer's shortened name: KOPEX S.A.

Subject: **Domestic agreement of the Issuer's subsidiary.**

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

Contents of the report:

Management Board of KOPEX S.A. with a registered seat in Katowice (the Issuer) informs that has been aware of receiving on 25 June 2010 by RYFAMA S.A. with a registered seat in Rybnik (the Issuer's subsidiary) an agreement signed with Jastrzębska Spółka Węglowa S.A. with a registered seat in Jastrzębie Zdrój.

The parties of the agreement dated 23 June 2010 are: RYFAMA S.A. - as the Supplier and Jastrzębska Spółka Węglowa S.A. Zakład Logistyki Materiałowej – as the Receiver.

The subject of the agreement is: „Package of 4 items: supply of scraper conveyors chutes, profile E-230 – the third task“.

Net value of the agreement: PLN 500.766,00 thou

Term of the agreement: till 31.12.2010

Stipulated penalties: In case when delay in fulfillment the agreement or order by the Supplier is at least 7 days, the Receiver may recede from the agreement by fault of the Supplier. The Supplier will pay a stipulated penalty for the delay and in addition a penalty for breach of the agreement amounting to 10% of the gross value of unperformed part of the agreement. Further, in case of delay in fulfillment the agreement or order by the Supplier, the Receiver is entitled to purchase goods at the expense of the Supplier, which number corresponds to the number of goods which are delayed by the Supplier. The Receiver is also entitled to require the Supplier to pay the value of the goods, retaining in both cases a claim for damages caused by the delay. In case of recede from the agreement by the Receiver due to the fault of Supplier and in case when the agreement is unperformed by the Supplier notwithstanding expiration of its term or expiration of goods release term, the Receiver will be entitled to a stipulated penalty amounting to 10% of the gross value of unperformed part of the agreement. The Supplier may claim a penalty amounting to 10% of the gross value of unperformed part of the agreement in case of recede from the agreement by the Receiver due to the reasons caused by him. Additionally the Receiver retain the right to claim damages in excess of the value of above mentioned penalties in case when the stipulated penalties do not cover the losses born in fact. Detailed conditions of the agreement stick to the conditions commonly applied in the agreements of this kind.

A criterion of recognizing an agreement as a significant one is its transgression of a 10% bound of the Issuer's equity capital (the Issuer's equity capital, according to the report for the first quarter of 2010, amounts to PLN 1.341.850) and fulfillment of the criteria set forth in Par.2, Cl.1.44 and Par.2 Cl.2 of the Minister of Finance Regulation dated 19 February 2009

on current and periodic information (...). In the past 12 months the Issuer subsidiaries have signed with this customer and its subsidiaries agreements amounting altogether to PLN 298.243 thou, including this one. The Issuer informed about the last agreement signed with this customer in the current report RB 54/2010 dated 23.06.2010. The highest value agreement from among all the agreements signed in the past 12 months is the agreement the Issuer informed about in the current report RB 136/2009 dated 30.07.2009 that also contains information relating to the highest value agreement set forth in Par 9 Cl. 1-7 of Regulation by the Minister of Finance dated 19 February 2009 on current and periodic information (...).

Legal basis: Par.5 Cl.1.3 in connection with Par.2 Cl.2 and Par.9 of the Minister of Finance Regulation dated 19 February 2009 on current and periodic information conveyed by issuer of securities and conditions of recognizing as equivalent information requested by legal regulations of a country that is not a member country (*Dz.U. z 2009, Nr 33 poz.259 with changes*).