

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 67/2013

Date: 31 July 2013

Issuer's shortened name: KOPEX SA

Subject: **The conclusion of a significant agreement with Kompania Węglowa S.A. Oddział KWK "Jankowice"**

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

Contents of the report:

The Management Board of KOPEX SA with its registered seat in Katowice (the Issuer) informs that today it received a message on which it states that the Issuer and its subsidiaries for the period from 9 April 2013. concluded with Kompania Węglowa SA based in Katowice and its subsidiaries, a number of individual contracts the subject of which has a value exceeding 10% of the equity of the Issuer (as of the last published by the Issuer's quarterly report QSr-1 on May 15, 2013).

The equities of Kopex SA underlying criteria amount to 1 378 389 thou PLN.

The total value of agreements concluded with this customer and its subsidiaries, of which the Issuer has become aware during the period from 9 April 2013 to 31 July, 2013 amounts to 174 389 138,12 PLN.

According to Art. 2 Par. 1 Item 44) and Art. 2 Par. 2 of the Minister of Finance of 19 February 2009 on current and periodic information published by issuers of securities and conditions for recognizing as equivalent information required by the law of a non-member state (Dz.U. z 2009 r., Nr 33, poz. 259 ze zmianami) met the criteria for a significant contract.

The highest value of the aforementioned is the one which the Issuer informed about in this current report.

KOPEX – Przedsiębiorstwo Bydowy Szybów SA with its registered seat in Bytom (the Issuer's subsidiary) today received a signed copy of the agreement dated 26.07.2013.

The Parties to the agreement are Kompania Węglowa SA Oddział KWK "Jankowice" (the Orderer) and the Consortium of companies (the Contractor): Przedsiębiorstwo Produkcyjno Górnicze ROW – JAS Sp. z o.o. with its seat in Jastrzębie Zdrój (the Leader) and KOPEX- Przedsiębiorstwo Bydowy Szybów SA with its registered seat in Bytom (the Consortium Member).

The subject of the agreement is: "Deepening of the shaft 8 in the section from level 731,76 to level 1103,7 with making the shaft support and two bilateral inlets on level 880 and 1070 and building of the shaft reinforcement for KW S.A. Oddział KWK "Jankowice"

The total value of the contract amounts to 198 532 180,00 PLN net + VAT, by preliminary arrangements between the consortium members 50% of the substantive-financial scope will be realized by KOPEX- Przedsiębiorstwo Bydowy Szybów SA with its registered seat in Bytom, i.e. amount of 99 266 090,00 PLN net + VAT.

The term of the agreement is 84 months from the date of signing the contract.

The provisions for contractual penalties contained in the agreement (according to the criteria RMF):

1. In the case failure to perform the contract or withdrawal from the contract due to the fault of either Party, the Party responsible for the failure to perform or withdrawal may be liable to the other party with liquidated damages in the amount of 10% of the contract price.
2. If for reasons attributable to the Contractor execution of the work will proceed with a delay with respect to material and financial schedule, the Orderer may request the Contractor to indicate the final date by which the Contractor has reached the involvement of the task according to schedule, assuming the timely performance of the work covered by the agreement. Purchaser shall be entitled to such rights at the end of each subsequent 12 months of the contract. The contractor is obliged to take a position in writing on date of reaching progress in accordance with the schedule, but the time to achieve the required progress cannot be longer than another 12 months of the agreement. When the declared by the Contractor date of reaching progress according to the schedule is not met, the Orderer may deviate from the contract for reasons attributable to the Contractor. In this case, the Orderer may charge the Contractor liquidated damages in the amount of 10% of the net value of the contract. Regardless of the contractual penalties the Parties may claim on general principles to the actual losses

Other relevant terms and conditions contained in the agreement:

1. The Orderer reserves the right to unilaterally withdraw from the contract in case of:
 - a) occurrence of significant change in circumstances such that its performance is not in the public interest, which could not be foreseen at the time of conclusion of the agreement,
 - b) changes in the organizational structure of the Orderer, resulting in the provision of the contract that cannot be delivered,
 - c) multiple evasion by the Contractor from the contract in whole or in part, infringement by the Contractor of the law, giving rise to security risks of the Orderer property and the health and the lives of workers
2. Withdrawal may occur within 30 days of becoming aware of such circumstances. In this case, the Contractor shall be paid remuneration which he is entitled to for the performance of the contract.
3. The Orderer shall have the right at any time to terminate this agreement by giving three months' notice.
4. The Orderer reserves the right to immediately and unilaterally withdraw from the Agreement for reasons attributable to the Contractor in the event of a delay in the delivery of a certified copy of the insurance policy as a true copy by the Contractor confirming that the contractor is insured against civil liability in respect of their operations.

Legal basis for publishing: Cl.5 Par.1 Item 3 in relation with CL.2 Par 2 and Cl. 9. of the Minister of Finance Regulation dated 19 February 2009 on current and periodic information transmitted by issuers of shares and conditions of recognizing as equivalent the information required by legal regulations of a country that is not a member country (*Dz.U. z 2009, Nr 33 poz.259 ze zmianami*).

