

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 67/2014

Date: 27 November 2014

Issuer's shortened name: KOPEX SA

Subject: **Concluding a significant agreement as the sum of agreements with Jastrzębska Spółka Węglowa SA**

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) announces that on 27.11.2014 it received an information on signing an agreement dated 25.11.2014 concluded between Jastrzębska Spółka Węglowa SA with its seat in Jastrzębie Zdrój (Purchaser) and a Consortium of companies: Fabryka Maszyn i Urządzeń TAGOR S.A. (Issuer's subsidiary) – Leader of Consortium, Przedsiębiorstwo Hydromel S.A. and BECKER – WARKOP Sp. z o.o. occurring together as a Contractor. The subject of the agreement is: " Delivery of 159 pieces of roof support sections type TAGOR-14/32-POz and 6 pieces of outer sections type TAGOR-14/32-POz/S for JSW S.A. KWK "Budryk". The agreement amounts to PLN 30.906.504,06 net + VAT.

The share of the Fabryka Maszyn i Urządzeń TAGOR S.A. in the value of the contract is according to the preliminary findings of approx. 38%. The participation of individual members of the consortium contract value will be determined in a separate agreement between the parties of the consortium.

The contract will be financed by PKO Bankowy Leasing Sp. z o.o. in Łódź (with the Purchaser limit granted under the lease agreement), based on a tripartite agreement between the Purchaser, the Contractor and the PKO Bankowy Leasing Sp. z o.o.

The term of delivery of the contract: up to 16 weeks from the date of the agreement.

In the event of non-performance or improper performance of the above mentioned parties of the Supply Agreement will have the right to apply penalties:

1) In the event of withdrawal of the contract by the Purchaser to the fault of the Contractor, the Contractor will pay a penalty of 10% of the gross price specified in the contract,

2) The Contractor may be charged by the Purchaser penalty in the amount of 0.1% of the gross price specified in the contract for each day of delay in the execution of this contract,

3) The Contractor may be charged by the Purchaser penalty in the amount of 0.1% of the gross price specified in the contract for each day of delay in relation to the agreed date for the closure of failure on the contract,

4) The Contractor may be charged by the Purchaser penalty in the amount of 0.01% of the gross price specified in the contract for each hour of delay in relation to the agreed date of accession to the failure or malfunction of the warranty,

The payment of liquidated damages specified in point. 2), 3) and 4) does not relieve the Contractor from the performance of the agreement.

Regardless of the contractual penalties the Parties are entitled to claim compensation on general principles of the Civil Code.

The Issuer's subsidiaries, in the period from 28 February 2014 concluded number of contracts with Jastrzębska Spółka Węglowa SA with its seat in Jastrzębie Zdrój. The total value of the contracts exceeds 10% of the equity of the Issuer (as of the last published by the Issuer's quarterly report QSr-3/2014 on 13.11.2014). Equity Issuer's underlying criterion is PLN 1.549.025 thousand.

The total value of contracts concluded with Jastrzębska Spółka Węglowa SA, of which the Issuer received information, in the period from 28 February 2014 to 27 November 2014 amounts to net PLN 169.868.535,66. Pursuant to § 2 section 1 point 44) and § 2 of 2 of the Ordinance 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 laws of a non-member state (Journal of Laws . Laws of 2009., No. 33, item. 259, as amended) - RMF, met the criteria for significant agreement.

The highest value of the contained in the above mentioned period is the agreement dated 08.08.2014, received on 19.08.2014. The parties to the agreement are:

Jastrzębska Spółka Węglowa S.A. based in Jastrzębie Zdrój - The Purchaser and the Consortium of companies which includes BECKER – WARKOP Sp. z o.o. – Leader, Fabryka Maszyn i Urządzeń TAGOR S.A. (Issuer's subsidiary), Hydrotech S.A. as consortium members - occurring together as a Contractor.

The subject of the aforementioned agreement is " Delivery of 159 pieces of roof support sections type BW 13/29 POz and 6 pieces of outer sections type BW 13/29 POz/S for JSW S.A. KWK "Budryk".

The value of the agreement amounts to net PLN 35.987.000,00 + VAT, including Fabryka Maszyn i Urządzeń TAGOR S.A. salary of net PLN 14.339.047,50 + VAT.

The term of delivery of the contract: up to 11 weeks from the date of the agreement.

In the event of non-performance or improper performance of the above-mentioned Agreement the parties have the right to apply penalties:

- 1) In the event of withdrawal of the contract by the Purchaser to the fault of the Contractor, the Contractor will pay a penalty of 10% of the gross price specified in the contract,
- 2) The Contractor may be charged by the Purchaser penalty in the amount of 0.1% of the gross price specified in the contract for each day of delay in the implementation of the agreement with respect to a fixed term,
- 3) The Contractor may be charged by the Purchaser penalty in the amount of 0.1% of the gross price specified in the contract for each day of delay in relation to the agreed date for the closure of failure on the contract
- 4) The payment of liquidated damages specified in point. 2) and 3) does not relieve the Contractor from the performance of the agreement.

Regardless of the contractual penalties the Parties are entitled to claim compensation on general principles of the Civil Code.

Legal basis: § 5 sec. 1 point 3 in conjunction with § 2 paragraph 2 and § 9 of the Regulation 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 laws of a non-member state (Journal. Laws of 2014, item. 133).