

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 152/2012

Date: 28 December 2012

Issuer's shortened name: KOPEX SA

Subject: **Significant agreement concluded by the Issuer with its subsidiary Kopex Machinery 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) informs that today has received a significant agreement concluded with its subsidiary Kopex Machinery SA with its registered seat in Zabrze.

The Parties of the aforementioned agreement dated 21.12.2012 are: KOPEX SA – Buyer and Kopex Machinery SA with its registered seat in Zabrze – Seller.

The subject of the agreement is supply of two complete roadheaders together with spare parts and two complete belt conveyors, as well as trainings and technical assistance during the assembly and commissioning of the equipment and on its operation during the first 6 months, as well as delivery of technical documentation for the final recipient in Argentina.

Total value of the agreement: PLN 43,531,000.00 + VAT

Term of the agreement:

8 months – supplies

8 months – services

Stipulated penalties:

If the Seller fails to comply with any obligation under the agreement the Buyer will be entitled to:

a) require the Seller to fulfill its obligations

or

b) renounce the agreement, following a written request to fulfill the obligations within forty-five working days from the day of receiving the request, stating in detail the obligation breached. If the breached obligation is delay in supply, the request may be placed if the term of this delay is longer than thirty working days.

Failure to comply with supply deadline or execution of technical training within the agreed term shall entitle the Buyer to seek stipulated penalties from the Seller in the amount of 0.005% of the total remuneration agreed in the agreement for each day of delay. Stipulated penalties may be pursued in conjunction with other penalties, which the Buyer can benefit in respect of breaches of obligation by the Seller.

If as a result of breaching the agreement the Seller will be required to return the amount paid to the Buyer, the Buyer will be entitled to charge a contractual interest in the amount of 0.05% of remuneration for each day of delay in the return of the money

for the period from the date of receipt of the money to the Seller's bank account up to the date of refund to the Buyer.

The condition of seeking the stipulated penalties by the Buyer is that the Buyer is charged these penalties by the final recipient.

The criterion of recognising an agreement as a significant one is exceeding by it of 10% of bounds pertaining to the Issuer's equity capital (the Issuer's equity capital amounts to 1,350,333 thou PLN, in compliance with data included in the published report for the thrid quarter of 2012) and fulfillment of the criteria set forth in Par.2 Cl.1 Item 44) and Par.2 Cl.2 of Regulation of the Minister of Finance dated 19 February 2009 on current and periodic information (...). In the past 12 months the Issuer signed with this customer and its subsidiaries agreements amounting altogether to 174,730 thou PLN (including this one). The highest value agreement from among all the agreements signed in the past 12 months is the agreement the Issuer informs about in this current report RB 152/2012.

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*).