

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 23/2013

Date: 12 March 2013

Issuer's shortened name: KOPEX SA

Subject: **Significant agreement concluded by the Issuer's subsidiary Kopex Machinery SA and ZZM-MG sp. z o.o. with Kompania 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) informs that on 11.03.2013 has been aware of receiving by Kopex Machinery SA with its registered seat in Zabrze (the Issuer's subsidiary) two significant agreements signed with Kompania Węglowa SA based in Katowice.

The Parties of the aforementioned agreements dated 7.02.2013 and 11.02.2013 are: consortium of the following companies: BUMECH SA – Leader, Kopex Machinery SA and Zabrzeńskie Zakłady Mechaniczne – Maszyny Górnicze sp. z o.o. – Contractor and Kompania Węglowa SA – Orderer.

The subject of the first agreement is: „Provision of maintenance services of leased roadheaders produced by ZZM-BUMECH for the Branches of KW SA within 2013”.

The subject of the second agreement is: „Provision of maintenance services of roadheaders produced by Bumech and operated in the form of a lease in the Branches of KW SA within 2013”.

Total value of the agreements: PLN 2,990,000.00 + VAT

Value of the first agreement: PLN 1,050,000.00 + VAT

Value of the second agreement: PLN 1,940,000.00 + VAT

Term of the agreements: 2013

Stipulated penalties:

1. The Contractor is obliged to pay the Orderer stipulated penalties:
 - a) amounting to 10% of the net value of the services in case of withdrawal from the execution of service specified in a maintenance call by the Contractor due to the reasons caused by the Contractor,
 - b) amounting to the net value of maintenance man-hour for each hour of delay beyond the time specified in the agreement in case of delay in removing of failure due to the reasons caused by the Contractor,
 - c) amounting to 0.1% of the net value of the ordered elements in case of delay in its delivery due to the reasons caused by the Contractor, for each hour of delay beyond the time specified in the agreement.
2. The Orderer is obliged to pay the Contractor stipulated penalties:

- a) amounting to 10% of the net value of the services in case of withdrawal from the execution of service specified in a maintenance call by the Orderer due to the reasons caused by the Orderer.
3. Regardless of the stipulated penalties the Parties retain the right to claim on a general Civil code basis.

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 1,384,877 thou PLN, in compliance with data included in the published report for Q4 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's subsidiaries signed with this customer and its subsidiaries agreements amounting altogether to 165,790 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 informed about in the current reports RB82/2012 dated 25.05.2012 that also includes information relating to the highest value agreement set forth in Cl.9 Items from 1) to 7) of the Minister of Finance Regulation dated 19 February 2009 on current and periodic information (...).

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*).