

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 30/2013

Date: 02 April 2013

Issuer's shortened name: KOPEX SA

Subject: **Significant agreement concluded by the Issuer's subsidiary Kopex – Przedsiębiorstwo Budowy Szybów SA with Kompania Węglowa SA**

Legal basis: Law on Offer, Art. 56, Par.1 Item 1 – 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 been aware of receiving by Kopex – Przedsiębiorstwo Budowy Szybów SA with its registered seat in Bytom (the Issuer's subsidiary) a significant agreement signed with Kompania Węglowa SA based in Katowice.

The Parties of the aforementioned agreement dated 19.03.2013 are: Kopex – Przedsiębiorstwo Budowy Szybów SA – Contractor and Kompania Węglowa SA – Orderer.

The subject of the agreement is: „Deepening the Leon IV shaft from level 1076 m to level 1210,7 m, reinforcement of the shaft and sided shafts in the deepened section and extending the mine lift shafts, primary and secondary, for KW SA, Rydułtowy – Anna Coal Mine”.

Value of the agreement: PLN 88.679.764,00 + VAT

Term of agreement: up to 62 months from the date of the contract.

Stipulated penalties:

1. In case of failure to execute the agreement or renouncing the agreement due to the reasons caused by one of the Parties, the liable Party may be charged by the other Party stipulated penalties amounting to 10% of the net value of the agreement.
2. If for reasons attributable to the Contractor's implementation of the work will be done with a delay with respect to the Substantive and financial schedule, The Orderer may invite 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 contract. The Orderer shall be entitled to such a right at the end of each subsequent 12 months of the contract. If the declared by the Contractor date of achieving the 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 the Orderer may charge the Contractor stipulated penalties in the amount of 10% of the net value of the agreement.
3. Regardless of the point. 2, for failure to perform the contract by the Contractor with in annual bill (ie in relation to the scope of work provided for implementation in accordance with Substantive and financial schedule, in each

of the subsequent 12 months, and for the last period of the contract - 14 months) for reasons attributable to him, the Orderer may charge the Contractor stipulated penalties in the amount of 0.05% of the annual net value of the contract, for each day of delay from the day following the date specified in the contract for the completion of this part of the contract.

4. In case of delay in removal of defects found upon receipt or within the warranty period the Orderer may charge a stipulated penalties of 0.1% of the net value of the phase (in accordance with the Substantive and financial schedule) for each day of delay calculated from the date appointed for the removal of defects.
5. The Contractor shall not be liable in damages for late performance of the contract or removal of defects, if this delay will result from causes attributable to the Purchaser by the lack of opportunities haulage preventing the pit excavation (shaft). In the case of the above-mentioned reasons for a period exceeding in the scale of one month 30% of productive hours specified in the conformity card, the Orderer at the request of the Contractor will conclude with the annex to the agreement, extending the implementation period of time equal to the breakdown downtimes.
6. Regardless of the stipulated penalties the Parties retain the right to claim compensation up to the value of the losses borne in fact.

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 fulfilment 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 231.626 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 report RB30/2013. 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*).