

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 30/2015

Date: 12 November 2015

Issuer's shortened name: KOPEX SA

Subject: **Concluding a significant agreement for Tauron Wytwarzanie S.A.**

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 about the signing of a significant agreement on 11.12.2015 (as leader of the consortium, which is discussed later), with the company E003B7 Sp. z o.o. with headquarters in Racibórz. The parties to the agreement are: Consortium Kopex SA (Consortium Leader) and the company Stal-Systems SA based in Wólka Pełkińska (Consortium Partner) occurring together as the Contractor and E003B7 Sp. z o.o. (a subsidiary of RAFAKO SA) acting as the Purchaser.

Subject of the agreement is "Supply and erection of steel structure of the machine room building, boiler room, bunker, LUVU, SCR installation of coal bunkers, elevation and position of steam blowers" intended for Power Unit with a gross capacity of 910 MWe realized for Tauron Wytwarzanie S.A. Oddział Elektrownia Jaworzno III - Elektrownia II in Jaworzno.

The estimated total value of the contract amounts to PLN 179.952.200,00 + VAT.

Term of the agreement is 16 months after its entry into force.

The Agreement shall enter into force subject to obtaining by the Purchaser of all required approvals to conclude the Agreement with the Contractor, in particular the approval of guarantors, of RAFAKO SA and TAURON Wytwarzanie S.A., if they are required.

The entry Issuer will inform about the Agreement entering into force of in a separate current report.

Significant terms of the agreement:

1. Leader of the Consortium and Consortium Partners are jointly and severally liable.
2. The total limit of contractual penalties for delays in the implementation of contractual obligations may not exceed 15% of the Contract Price irrespective of the penalty for termination of the contract due to the fault of the Contractor in the amount of 15% of Contract Price.
3. In the case where as a result of non-performance or improper performance, damage exceeds the value of the penalties accrued from this contract, as well as in other cases of non-performance or improper performance of the agreement, the Parties have the right to claim additional compensation on general principles under the Civil Code to set limit liability 100% of the gross contract value, except for the performance of a replacement, which is not covered by the limit.

The total value of the contract exceeds 10% of the equity of the Issuer (as of the last quarterly report QSr 3/2015 published by the Issuer's on 12.11.2015) amounting to PLN 1.562.611 thou.

Pursuant to § 2 paragraph 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 of 2014. pos. 133)., met the criteria for the conclusion of a significant contract.

Legal basis: § 5 sec. 1 point 3 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 .U. of 2014. pos. 133).