

(Translation from the Polish language)

## FINANCIAL SUPERVISORY COMMISSION

### Current report No 3/2015

Date: 12 January 2015

Issuer's shortened name: KOPEX SA

Subject: **Concluding an Annex to a significant agreement of the Issuer's subsidiary KOPEX – Przedsiębiorstwo Budowy Szybów S.A with KGHM Polska Miedź 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) announces that today it received an information from its subsidiary KOPEX – Przedsiębiorstwo Budowy Szybów S.A based in Bytom, on signing an Annex dated 02 January 2015 to the significant Agreement dated 05 June 2012 concluded between: KOPEX – Przedsiębiorstwo Budowy Szybów S.A (the "Contractor") and KGHM Polska Miedź S.A. (the "Purchaser") regarding performing of roadway excavations in Oddziały ZG Polkowice – Sierszowice and ZG Rudna.

Under the annex the contract period was extended to 2020 (formerly to 31.12.2016.).

Also the remuneration was established in the amount of the estimated PLN 427,500,000.00 net for the execution of the works in 2015 - 2020.

The final amount of compensation depends on the scope of work actually executed.

Until 31.12.2014 works were made with a total value of net PLN 230,540,591.00.

Annex changes also includes provisions for contractual penalties, namely:

1. The Contractor is entitled to charge the Purchaser the following penalties:

a) for the termination of the contract by the Purchaser for reasons beyond the control of the Contractor in the amount of:

- 10% of the estimated net contract value, in case of withdrawal in the first year of the contract, and from the second to the sixth year - 10% of the estimated net contract value decreased by 1/6 per each following year.

b) for the termination of the contract by the Contractor for reasons attributable to the Purchaser, in the amount of:

- 10% of the estimated net contract value, in case of withdrawal in the first year of the contract, and from the second to the sixth year - 10% of the estimated net contract value decreased by 1/6 per each following year.

2. The Purchaser is entitled to charge the Contractor the following penalties:

a) for the termination of the contract by the Contractor for reasons beyond the control of the Purchaser in the amount of:

- 10% of the estimated net contract value, in case of withdrawal in the first year of the contract, and from the second to the sixth year - 10% of the estimated net contract value decreased by 1/6 per each following year.

b) for the termination of the contract by the Purchaser for reasons attributable to the Contractor in the amount of:

- 10% of the estimated net contract value, in case of withdrawal in the first year of the contract, and from the second to the sixth year - 10% of the estimated net contract value decreased by 1/6 per each following year.

The Issuer informed about the aforesaid Agreement recently in the current report No. 181/2011 dated 08.12.2011.