

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 69/2013

Date: 28 August 2013

Issuer's shortened name: KOPEX SA

Subject: **The signing of an agreement by KOPEX – Przedsiębiorstwo Bydowy Szybów S.A. with Południowy Koncern Węglowy S.A.**

Legal basis: Law on Offer, Art. 56, Par.1 Item – confidential information

Contents of the report:

The Management Board of KOPEX SA with its registered seat in Katowice (the Issuer) announces the signing of an agreement today between Południowy Koncern Węglowy S.A. - the Orderer, and KOPEX – Przedsiębiorstwo Bydowy Szybów S.A. (a subsidiary of the Issuer) – the Contractor. The subject of the Agreement is "Deepening the shaft Janina VI with making of bilateral shaft inlet at the level 800 and installation of infrastructure in the shaft."

The agreement value amounts to 126 692 852,37 PLN gross (103 002 319,00 PLN net).

The agreement will be executed in the period from 28.08.2013 to 27.07.2016 (35 months).

Liquidated damages:

- if either party withdraws from the Agreement in its entirety for reasons attributable to the Contractor or the Contractor withdraws from the Agreement in its entirety without just cause - 10% of unrealized contract value as of the date of withdrawal,
- if the Orderer terminates the Contract for reasons attributable to the Contractor or the Contractor terminates the Agreement without reasonable, important reason, or for reasons attributable to him - at 10% of unrealized net contract value as of the date of withdrawal;

Liquidated damages may be deducted from the remuneration of the Contractor. Provisions of the Agreement on penalties for withdrawal from the Agreement in whole or in part, shall remain in force despite the termination of the Contract.

The Orderer may claim additional compensation from the Contractor on general principles, laid down in the Civil Code.

The Orderer shall pay to the Contractor liquidated damages if either party withdraws from the agreement as a whole for reasons attributable to the Orderer or the The Orderer withdraws from the Agreement in its entirety without just cause - 10% of unrealized net contract value by as at the date of withdrawal.

The above mentioned contract does not meet the criteria to be considered significant within the meaning of the Minister of Finance of 19 February 2009 on current and periodic information (G), but because of its high value and impact on the future financial results of the Issuer, the fact of the conclusion of first such a large contract with this customer and having regard to the principle of transparency of the Issuer and the importance of this information to market participants, the Board decided to include it to the public.

Legal basis for publishing: Act on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies

dated 29 July 2005 (Dz.U. Nr 184, poz. 1539) consolidated text of 9 October 2009 (Dz.U. Nr 185, poz. 1439).