

DRAFT	NACRT
MERGER AGREEMENT	UGOVORA O PRIPAJANJU
This Merger Agreement (the „ Agreement “) is entered into in Belgrade on [●], between the following parties:	Ovaj Ugovor o pripajanju („ Ugovor “) zaključen je u Beogradu, dana [●] godine, između sledećih ugovornih strana:
1. SOJAPROTEIN Društvo sa ograničenom odgovornošću za preradu soje Bečej , company registered at Serbian Business Registers Agency with registered seat address at Industrijska 1, Bečej, registration number: 08114072 and tax identification number (TIN): 100741587 (the „ Acquirer “),	1. SOJAPROTEIN Društvo sa ograničenom odgovornošću za preradu soje Bečej , privredno društvo registrovano kod Agencije za privredne registre Republike Srbije, sa registrovanom adresom sedišta Industrijska 1, Bečej, sa matičnim brojem: 08114072 i poreskim identifikacionim brojem (PIB): 100741587 („ Društvo sticalac “),
and	i
2. ADM Nutrition Holding d.o.o. Beograd , company registered at Serbian Business Registers Agency with registered seat address at Španskih boraca 3, Zgrada B, Sprat 6, Beograd, registration number: 17364723 and tax identification number (TIN): 101898648 (the „ Transferor “),	2. ADM Nutrition Holding d.o.o. Beograd , privredno društvo registrovano kod Agencije za privredne registre Republike Srbije, sa registrovanom adresom sedišta Španskih boraca 3, Zgrada B, Sprat 6, Beograd, sa matičnim brojem: 17364723 i poreskim identifikacionim brojem (PIB): 101898648 („ Društvo prenosilac “),
Acquirer and Transferor are hereinafter jointly referred to as the " Parties ".	U daljem tekstu Društvo sticalac i Društvo prenosilac se zajednički označavaju kao „ Ugovorne strane “.
THE PARTIES MUTUALLY ACKNOWLEDGE THE FOLLOWING:	UGOVORNE STRANE SAGLASNO KONSTATUJU SLEDEĆE:
a. The sole shareholder of the Transferor is ARCHER DANIELS MIDLAND EUROPE B.V. from Netherlands, with registered seat address at Kingsfordweg 83, Amsterdam, Netherlands and registration number: 24149451 (hereinafter: „ Archer Daniels “).	a. Da je jedini član Društva prenosioca ARCHER DANIELS MIDLAND EUROPE B.V. iz Holandije, sa registrovanom adresom sedišta Kingsfordweg 83, Amsterdam i matičnim brojem: 24149451 (u daljem tekstu: „ Archer Daniels “).
b. The shareholders of the Acquirer are Transferor with 89,242% share and Archer Daniels with 10,758% share.	b. Da su članovi Društva sticaoca Društvo prenosilac sa udelom od 89,242% i Archer Daniels sa udelom od 10,758%;
c. The Acquirer, enacted Decision on merger on [insert date], for the purpose of the merger of the Transferor with the Acquirer.	c. Da je Društvo sticalac dana [uneti datum] godine donelo Odluku o pripajanju u cilju pripajanja Društva prenosioca Društvu sticaocu.
d. For the same purpose, Transferor enacted Decision on merger on [insert date].	d. Da je u istom cilju, Društvo prenosilac dana [uneti datum] godine donelo Odluku o pripajanju.

e. Parties undertake merger of the Transferor with the Acquirer in accordance with the provisions of the Company Law of the Republic of Serbia (published in „Official gazette of the Republic of Serbia”, nos. 36/2011, 99/2011, 83/2014, 5/2015, 44/2018, 95/2018, 91/2019 and 109/2021) („Law“).	e. Da Ugovorne strane sprovode pripajanje Društva prenosioca Društvu sticaocu u skladu sa odredbama Zakona o privrednim društvima Republike Srbije (objavljen u „Službenom glasniku Republike Srbije“, broj 36/2011, 99/2011, 83/2014, 5/2015, 44/2018, 95/2018, 91/2019 i 109/2021) („Zakon“).
BEARING IN MIND THE ABOVE STATED, THE PARTIES AGREED AS FOLLOWS:	IMAJUĆI U VIDU GORENAVEDENO, UGOVORNE STRANE SU SE DOGOVORILE KAKO SLEDI:
1. SUBJECT OF THE AGREEMENT, OBJECTIVE AND TERMS OF MERGER	1. PREDMET UGOVORA, CILJ I USLOVI PRIPAJANJA
1.1. Subject of this Agreement is the status change of merger of the Transferor to the Acquirer (the: „Merger“) which is to be executed by transferring all assets and obligations of the Transferor to the Acquirer, in accordance with terms envisaged under this Agreement, based on which the Transferor shall cease to exist without undertaking liquidation procedure as of the moment of registration of the merger with the registry of business entities held by Serbian Business Registers Agency, while the Acquirer continues to operate under the same business name, seat and core activity, all in accordance with the provisions of this Agreement and the Law.	1.1. Predmet ovog Ugovora je statusna promena pripajanja Društva prenosioca Društvu sticaocu („Pripajanje“) koja se vrši tako što Društvo prenosilac prenosi svu svoju imovinu i obaveze na Društvo sticaoca, u skladu sa uslovima utvrđenim u ovom Ugovoru, čime Društvo prenosilac prestaje da postoji bez sprovođenja postupka likvidacije od momenta registracije pripajanja u registru privrednih subjekata kod Agencije za privredne registre Republike Srbije, dok Društvo sticalac nastavlja da posluje pod istim poslovnim imenom, sedištem i pretežnom delatnošću, a sve u skladu sa odredbama ovog Ugovora i Zakona.
1.2. Objective of this Merger is optimisation of the corporate structure so that, upon the Merger, the Acquirer and Transferor continue to exist as one legal entity, in accordance with the Law and this Agreement.	1.2. Cilj Pripajanja je optimizacija korporativne strukture tako da, nakon Pripajanja, Društvo sticalac i Društvo prenosilac nastave da postoje kao jedno pravno lice, u skladu sa odredbama Zakona i ovog Ugovora.
2. IMPLICATIONS OF THE MERGER TO THE SHARE CAPITAL	2. POSLEDICE PRIPAJANJA NA OSNOVNI KAPITAL
2.1. Total registered and paid-in and contributed share capital of the Acquirer before the Merger amounts to RSD 88.405.254,06 and it is comprised of monetary part in the amount of RSD 71.720.687,05 and non-monetary part in the amount of RSD 16.684.567,01 which is fully paid-in. Shareholders of the Acquirer are Transferor with 89,242% share and Archer Daniels with 10,758% share.	2.1. Ukupan upisani i uplaćeni i uneti osnovni kapital Društva sticaoca pre Pripajanja iznosi 88.405.254,06 dinara i sastoji se od novčanog dela u iznosu od 71.720.687,05 dinara i nenovčanog kapitala u iznosu od 16.684.567,01 dinara, koji je u potpunosti uplaćen i unet. Članovi Društva sticaoca su Društvo prenosilac sa udelom od 89,242% i Archer Daniels sa udelom od 10,758%.

<p>2.2. Total registered and paid-in share capital of the Transferor before the Merger amounts to RSD 3.023.323.209,34 and is comprised from monetary part in total amount of RSD 2.662.925.842,79 and non-monetary part in total amount of RSD 360.397.366,55. The sole shareholder of the Transferor and owner of 100% share is the Archer Daniels.</p>	<p>2.2. Ukupan upisani i uplaćeni osnovni kapital Društva prenosioca pre Pripajanja iznosi 3.023.323.209,34 dinara i sastoji se od novčanog kapitala u visini od 2.662.925.842,79 dinara i nenovčanog kapitala u visini od 360.397.366,55 dinara. Jedini član Društva prenosioca i vlasnik 100% udela je Archer Daniels.</p>
<p>2.3. Bering in mind provisions of the Articles 502 and 503 of the Law (increase of the share capital of the Acquirer and prohibition of creation of “phantom-capital”), the Acquirer will not increase its share capital as a result of the Merger from shareholding interest owned by the Acquirer in the Transferor.</p>	<p>2.3. Imajući u vidu odredbe člana 502. i 503. Zakona (povećanje osnovnog kapitala Društva sticaoca i zabrana stvaranja prividnog kapitala), Društvo sticalac neće povećati svoj osnovni kapital kao rezultat Pripajanja po osnovu udela koje Društvo sticalac poseduje u Društvu prenosiocu.</p>
<p>2.4. In addition, pursuant to the Article 157 Paragraph 6 of the Law, acquisition of treasury shares by limited liability companies with a single shareholder is prohibited. Therefore, the Acquirer will not acquire treasury shares as a result of the Merger.</p>	<p>2.4. Dodatno, u skladu sa članom 157. stav 6. Zakona zabranjeno je sticanje sopstvenog udela od strane jednočlanog društva sa ograničenom odgovornošću. Prema tome, Društvo sticalac neće steći sopstveni udeo kao rezultat Pripajanja.</p>
<p>2.5. Also, the consequence of this merger is that after its completion and registration of status change, the only shareholder of the Acquirer will be Archer Daniels owning the 100% of the share capital of the Acquirer. The share capital will not be increased and will retain its value in the amount specified in this article.</p>	<p>2.5. Takođe, posledica ovog pripajanja je ta, da će po njegovom okončanju i registraciji statusne promene jedini član Društva sticaoca biti Archer Daniels sa vlasničkim udelom u kapitalu Društva sticaoca od 100%. Osnovni kapital Društva sticaoca neće biti povećavan i zadržaće vrednost u iznosu navedenom u ovom članu.</p>
<p>3. INFORMATION ON SHARES EXCHANGE</p>	<p>3. PODACI O ZAMENI UDELA</p>
<p>3.1. As stated above, the share owned by the Acquirer in the Transferor before the Merger will not result in increase of the share capital of the Acquirer nor acquisition of treasury shares of the Acquirer. Therefore, there will be no exchange of the shares as result of the Merger.</p>	<p>3.1. Kao što je navedeno gore, udeo koji Društvo sticalac ima pre Pripajanja u Društvu prenosiocu neće imati za posledicu povećanje kapitala Društva sticaoca niti sticanje sopstvenog udela Društva sticaoca. Prema tome, neće doći do zamene udela usled Pripajanja.</p>
<p>4. THE LIST OF SHAREHOLDERS WITH NOMINAL VALUE OF THE SHARE</p>	<p>4. SPISAK ČLANOVA DRUŠTVA SA NAVOĐENJEM NOMINALNE VREDNOSTI</p>
<p>4.1. The sole shareholder of the Transferor, Archer Daniels, holds 100% of the share in the Transferor, nominal value of which amounts to RSD 3.023.323.209,34.</p>	<p>4.1. Jedini član Društva prenosioca, Archer Daniels, ima udeo od 100% u Društvu prenosiocu, čija je nominalna vrednost 3.023.323.209,34 dinara.</p>

4.2. Shareholders of the Acquirer are the Transferor which holds 89,242% of the share in the Acquirer with nominal value of which amounts to RSD 88.025.426,84 and Archer Daniels which holds 10,758% with nominal value of which amounts to RSD 379.827,22.	4.2. Članovi Društva sticaoca, Društvo prenosilac sa udelom od 89,242% čija je nominalna vrednost 88.025.426,84 dinara i Archer Daniels sa udelom od 10,758% čija je nominalna vrednost 379.827,22 dinara.	
5. VALUE OF THE ASSETS AND AMOUNT OF OBLIGATIONS OF THE TRANSFEROR	5. VREDNOST IMOVINE I VISINA OBAVEZA DRUŠTVA PRENOSIOCA	
5.1. According to the financial statements made on 31.12.2021., the Transferor had assets and obligations of the following value:	5.1. Prema finansijskim izveštajima sastavljenim na dan 31.12.2021., Društvo prenosilac ima imovinu i obaveze, sledeće vrednosti:	
Value of assets – RSD 1,249,383 Amount of liabilities – RSD 1,249,383	Vrednost imovine – 1.249.383 dinara Visina obaveza – 1.249.383 dinara	
5.2. The structure of the assets and obligations according to the financial statements of the Transferor made on 31.12.2021. is as follows:	5.2. Struktura imovine i obaveza prema finansijskim izveštajima Društva prenosiooca sastavljenim na dan 31.12.2021. je sledeća:	
Group of accounts, account /Grupa računa, račun	Position/Pozicija	Amount (in thousands of dinars) /Iznos (u hiljadama dinara)
ASSETS /AKTIVA		
040	Participation in the capital of dependent legal entities / Učešće u kapitalu zavisnih pravnih lica	1.232.893
011	Ownership right over the trademarks / Pravo svojine na žigovima	2.262
012	Software and other rights /Softveri i ostala prava	196
200	Customers in the country of related parties / Kupci u zemlji povezana lica	9.500
224	Claims based on overpaid, other taxes and duties / Potraživanja po osnovu ostalih preplaćenih ostalih poreza I dažbina	120
228	Other short-term receivables / Ostala kratkoročna potraživanja	398
279	Claims for overpaid VAT / Potraživanja za više plaćen PDV	2.272

24	Cash equivalents and cash / Gotovinski ekvivalentni i gotovina	1.742
	TOTAL ASSETS/UKUPNA AKTIVA	1.249.383
OBLIGATIONS /PASIVA		
30	Share capital /Osnovni kapital	3.023.323
34	Retained earnings from previous years / Neraspoređeni dobitak ranijih godina	809
35	Loses (Capital) /Gubitak (Kapital)	-1.795.097
42, except/osim 427	Short-term financial liabilities (Long-term reservations and liabilities/Short-term liabilities) /Kratkoročne finansijske obaveze (Dugoročna rezervisanja i obaveze/Kratkoročne obaveze)	18.500
43 and/i 44	Liabilities from business operations (Long-term reservations and liabilities/Short-term liabilities) /Obaveze iz poslovanja (Dugoročna rezervisanja i obaveze/Kratkoročne obaveze)	716
[47 and 48]	Obligations based on VAT and other public incomes and accruals / Obaveze po osnovu PDV-a i ostalih javnih prihoda i pasivna vremenska razgraničenja	1.132
	TOTAL OBLIGATIONS/ UKUPNA PASIVA	1.249.383
More detailed specification of all assets and rights from Paragraph 5.2 above is given in Appendix no. 2 to this Agreement,		
Detaljnija specifikacija stvari i prava iz stava 5.2 gore data je u Prilogu br. 2 ovog Ugovora,		
6. WAY OF TRANSFER OF ASSETS AND OBLIGATIONS TO THE ACQUIRER		
6. NAČIN PRENOSA IMOVINE I OBAVEZA NA DRUŠTVO STICAOCA		
6.1. All assets and liabilities of the Transferor are being transferred to the Acquirer as follows:		
6.1. Sva imovina i obaveze Društva prenosioca se prenose na Društvo sticaoca na sledeći način:		
<ul style="list-style-type: none"> - Articles 2.3 and 2.4 of this Agreement, Article 505 Paragraph 4 of the Law and Article 157 Paragraph 6 of the Law are applied to the transfer of the share owned by the Acquirer in the Transferor, and therefore this Agreement and the Merger do not represent grounds and do not result in acquisition of the treasury shares by the Acquirer; 		
<ul style="list-style-type: none"> - Na prenos udela koji Društvo sticalac ima u Društvu prenosiocu se primenjuju odredbe člana 2.3 i 2.4 ovog Ugovora, člana 505. stav 4. Zakona i člana 157. stav 6. Zakona, te ovaj Ugovor i Pripajanje ne predstavlja osnov za i ne dovode do sticanja sopstvenog udela od strane Društva sticaoca; 		

<p>- Monetary funds of the Transferor held at business accounts with banks shall be transferred as at the date of the closing of the accounts to the business accounts of the Acquirer, by fulfilling all necessary formalities with the relevant bank;</p>	<p>- Novčana sredstva Društva prenosioca na poslovnim računima kod banaka preneće se sa stanjem na dan zatvaranja računa na poslovne račune Društva sticaoca, uz obavljanje potrebnih formalnosti kod odgovarajuće banke;</p>
<p>- Movable assets, fixed assets, inventory and other, encumbered or without encumbrances, whether owned or leased, without any exception or limitation, shall be transferred to the Acquirer by giving into the possession and transferring the accounting sheet of the Transferor as of the Merger Date;</p>	<p>- Pokretne stvari, osnovna sredstva, sitan inventar i drugo, opterećena ili bez opterećenja, u svojini ili u zakupu, bez bilo kakvih izuzetaka ili ograničenja, preneće se Društvu sticaocu predajom u posed i prenosom računovodstvenog stanja Društva prenosioca sa Danom Pripajanja;</p>
<p>- All rights, obligations, liabilities and benefits from the agreements entered by the Transferor, which are not fulfilled and represent ground for rights and obligations for the Transferor, are being transferred to the Acquirer who enters into mentioned agreements in the place of the Transferor;</p>	<p>- Sva prava, obaveze, odgovornosti i pogodnosti iz ugovora koje je zaključilo Društvo prenosilac, koji nisu u potpunosti izvršeni i predstavljaju osnov prava i obaveza za Društvo prenosioca, prelaze na Društvo sticaoca koje stupa u navedene ugovore na mesto Društva prenosioca;</p>
<p>- All intangible assets and rights of the Transferor, including but not limited to any and all intellectual property rights of the Transferor (including any and all patents, trademarks, trade names, industrial designs, copyrights), as well as any and all claims, receivables, deposits with banks or other financial institutions, other cash equivalents, inventories, prepaid business and other expenses, tax credits, security interests and leasehold interests of the Transferor, as well as any and all other rights or entitlements of the Transferor to seek, in short or in long term, payment, compensation or enforcement of any other claim it may have toward any third party or fulfilment or enforcement of any other non-monetary obligation of any third party are transferred to the Acquirer, by fulfilling all necessary formalities with the competent authorities;</p>	<p>- Sva bestelesna imovina i prava Društva prenosioca, uključujući bez ograničenja bilo koja i sva prava intelektualne svojine Društva prenosioca (uključujući bilo koje i sve patente, žigove, poslovna imena, prava industrijskog dizajna, autorska prava), kao i bilo koja i sva potraživanja, primanja, depozite kod banaka ili drugih finansijskih institucija, ostala slična prava na primanja u novcu, unapred plaćene poslove ili druge troškove, poreske olakšice, prava u vezi sa obezbeđenjima ili zakupima Društva prenosioca, kao i bilo koja i sva prava Društva prenosioca da zahtevaju, na dug li kratak rok, plaćanja, naknade ili naplatu bilo kog potraživanja koja mogu imati prema bilo kojoj trećoj strani ili ispunjenje ili izvršenje bilo kog nenovčanog potraživanja bilo koje treće strane, biće preneti na Društvo sticaoca, obavljanjem potrebnih formalnosti kod nadležnih organa;</p>

- All mutual outstanding claims, contracts, rights and obligations between the Transferor and the Acquirer cease to exist, due to merger of the companies into one entity;	- Sva međusobna potraživanja, ugovori, prava i obaveze između Društva prenosioca i Društva sticaoca, prestaju da postoje, iz razloga pripajanja društava u jedno lice;
- All debts, obligations and other liabilities of the Transferor towards any third parties, including but not limited to commercial creditors, counterparties from the applicable commercial agreements the Transferor has entered into, as well as towards any state creditor on the ground of public revenues payable by the Transferor, shall be transferred to the Acquirer based on the law.	- Svi dugovi, obaveze i ostale odgovornosti Društva prenosioca prema bilo kojoj trećoj strani, uključujući, bez ograničenja, poverioce i saugovarače iz ugovora koje je Društvo sticalac zaključilo, kao i pripadajuće fiskalne obaveze Društva prenosioca koje ona duguju bilo kom poveriocu sa javnim ovlašćenjima, biće takođe prenete na Društvo sticaoca, po sili zakona.
6.2. The Transferor, promptly after the conclusion of this Agreement and its notarization, in accordance with this Agreement, will undertake all legal actions required for effectuation of transfer of assets and rights listed in this Agreement to the Acquirer.	6.2. Društvo prenosilac će odmah po zaključenju i overi ovog Ugovora kod nadležnog organa, u skladu sa ovim Ugovorom preduzeti sve pravne radnje potrebne radi izvršenja prenosa stvari i prava navedenih u ovom Ugovoru na Društvo sticaoca.
6.3. On the basis of this Agreement the respective registration in accordance with the Company Law of the Republic of Serbia, Law on Accounting and Audit of the Republic of Serbia, Law on Cadastre of the Republic of Serbia, Law on copyright law and copyright related rights as well as all other applicable laws of the Republic of Serbia, shall be performed.	6.3. Na osnovu ovog Ugovora ima se izvršiti knjiženje u skladu sa Zakonom o privrednim društvima Republike Srbije, Zakonom o računovodstvu i reviziji Republike Srbije, Zakonom o državnom premeru i katastru Republike Srbije, Zakonom o autorskom i srodnim pravima kao i svim drugim važećim zakonima Republike Srbije.
6.4. There are no special rights in the Acquirer which are granted to directors of the Transferor and directors of the Acquirer.	6.4. Ne postoje posebne pogodnosti u Društvu sticaocu koje se odobravaju direktorima Društva prenosioca i direktorima Društva sticaoca.
6.5. Transferor has no employees, and therefore there are no persons to continue their work with the Acquirer after the Merger, based on their work at the Transferor.	6.5. Društvo prenosilac nema zaposlenih, stoga ne postoje lica koja će nakon Pripajanja nastaviti rad u Društvu sticaocu po osnovu rada u Društvu prenosiocu.
7. DATE OF THE CEASE OF BUSINESS ACTIVITIES OF THE TRANSFEROR	7. DATUM OD KOGA PRESTAJU POSLOVNE AKTIVNOSTI DRUŠTVA PRENOSIOCA
7.1. Business activities of the Transferor cease as of the date of registration of the	7.1. Poslovne aktivnosti Društva prenosioca prestaju danom registracije Pripajanja kod

Merger with Serbian Business Registry Agency („ Merger Date “).	Agencije za privredne registre Republike Srbije („ Dan Pripajanja “).
7.2. All transactions of the Transferor, for the accountancy purposes, shall be considered as transactions performed in the name of the Acquirer as of 30.09.2022.	7.2. Sve transakcije Društva prenosioca se u računovodstvene svrhe smatraju transakcijama obavljenim u ime Društva sticaoca od datuma 30.09.2022.
8. DOCUMENTATION IN RELATION TO THE STATUS CHANGE	8. DOKUMENTACIJA U VEZI SA STATUSNOM PROMENOM
8.1. The Parties hereby confirm that the shareholders of the companies which are involved in the Merger agreed, in accordance with Paragraphs 4,5 and 6 of the Article 490 of the Law, that they will not make, in relation to the Merger, the following documents:	8.1. Ugovorne strane konstatuju da su se članovi društava koja učestvuju u Pripajanju saglasili, u skladu sa stavovima 4. 5., i 6. člana 490. Zakona da se u vezi sa Pripajanjem neće sačinjavati:
– Financial reports with the opinion of the auditor, from the Article 490 Paragraph 1 Item 2 of the Law;	– finansijski izveštaji sa mišljenjem revizora, iz člana 490. stav 1. tačka 2) Zakona;
– Auditor’s report on executed audit of the status change from the Article 490 Paragraph 1 Item 3 of the Law; and	– izveštaj revizora o izvršenoj reviziji statusne promene iz člana 490. stav 1. tačka 3) Zakona; i
– Director's report on status change from the Article 490 Paragraph 1 Item 4 of the Law.	– izveštaj direktora o statusnoj promeni, iz člana 490. stav 1. tačka 4) Zakona.
8.2. It is hereby confirmed that the shareholders of the companies involved in the merger were enabled, at the seat of the companies, to review all acts and documents from the Article 496 Paragraph 1 of the Law.	8.2. Konstatuje se da je članovima društava koja učestvuju u Pripajanju omogućen u sedištu društava uvid u akta i dokumente iz člana 496. stav 1. Zakona.
9. OTHER RIGHTS AND LIABILITIES OF THE PARTIES	9. OSTALA PRAVA I OBAVEZE UGOVORNIH STRANA
9.1. Parties hereby ascertain that they are familiar with all facts which are material to entering into this Agreement and executing of the status change of the merger, and they waive their rights to review and require termination of this Agreement because they were not provided with any documents that may be relevant to the implementation of this status change, or because those documents were not provided within the	9.1. Ugovorne strane ovim saglasno potvrđuju da su im poznate sve činjenice od značaja za zaključenje ovog Ugovora i sprovođenje statusne promene Pripajanja, i odriču se prava da preispituju i traže poništenje ovog Ugovora zbog toga što im nisu dostavljena neka dokumenta koja mogu biti od značaja za sprovođenje ove statusne promene, ili zbog toga što im ova dokumenta nisu dostavljena u rokovima predviđenim relevantnim propisima.

timeframe stipulated by the relevant regulations.	
9.2. The Acquirer and Transferor agree that the Acquirer shall be liable for the obligations of the Transferor in accordance with the law.	9.2. Društvo sticalac i Društvo prenosilac su saglasni da će Društvo sticalac odgovarati za obaveze Društva prenosioca u skladu sa zakonom.
10. OTHER PROVISIONS	10. OSTALE ODREDBE
10.1. This Agreement enters into force upon approval by the shareholders of the companies involved in the merger, signing by the Parties and certification before the competent authority.	10.1. Ovaj Ugovor stupa na snagu nakon što bude odobren od strane članova društava koja učestvuju u Pripajanju, potpisan od strane Ugovornih strana i overen kod nadležnog organa.
10.2. Amendments and changes to this Agreement shall be done in the form of annexes to this Agreement and shall become integral part of this Agreement and shall apply only if made in written form, duly signed by the Parties and certified in accordance with the applicable regulations.	10.2. Izmene i dopune ovog Ugovora vršiće se aneksima na Ugovor i činiće njegov sastavni deo i važiće samo ako su sastavljeni u pisanoj formi, propisno potpisani od strane Ugovornih strana, i overeni u skladu sa važećim propisima.
10.3. Integral part of this Agreement are (i) the proposal of the Decision on Amendments to the Memorandum of Association of the Acquirer (Appendix no. 1); and (ii) detailed specification of all assets and rights from Paragraph 5.2 above (Appendix no. 2).	10.3. Sastavni deo ovog Ugovora predstavljaju (i) predlog Odluke o izmenama osnivačkog akta Društva sticaoca (Prilog br. 1); i (ii) detaljnija specifikacija stvari i prava iz stava 5.2 gore (Prilog br. 2).
10.4. As mentioned under the Article 6.6. of this Agreement, there are no employees in the Transferor, so no employee of the Transferor will continue its employment with the Acquirer.	10.4. Kao što je navedeno u članu 6.6. ovog Ugovora, u Društvu prenosiocu ne postoje zaposleni, tako da ne postoje zaposleni u Društvu prenosiocu čiji radni odnos se nastavlja u Društvu sticaocu.
10.5. This Agreement, along with other necessary documents, represents the grounds for registration of status change of merger in the registry of commercial entities which is held by Serbian Business Registry Agency.	10.5. Ovaj Ugovor uz ostalu neophodnu dokumentaciju predstavlja osnov za upis statusne promene Pripajanja u registru privrednih subjekata koji se vodi pri Agenciji za privredne registre Republike Srbije.
10.6. As a result of the Merger, and based on this Agreement and other documents provided under the regulations, the deletion of the Transferor shall be registered with the registry of commercial entities held by Serbian Business Registry Agency.	10.6. Kao posledica Pripajanja, a na osnovu ovog Ugovora i ostale dokumentacije predviđene propisima, registrovaće se i brisanje Društva prenosioca iz registra privrednih subjekata koji se vodi pri Agenciji za privredne registre Republike Srbije.

<p>10.7. This Agreement is made in Serbian and English version. In case of discrepancies, Serbian version shall prevail.</p> <p>10.8. Parties mutually declare that this Agreement represents the expression of their free and mutually expressed will, and they are signing it without any objections in six copies, out of which one copy is for the authority who certifies the signatures, one is for the Serbian Business Registry Agency, and two copies for each Party.</p>	<p>10.7. Ovaj Ugovor je sačinjen na srpskom i engleskom jeziku. U slučaju nesaglasnosti između verzija, preovlađaća verzija sačinjena na srpskom jeziku.</p> <p>10.8. Ugovorne strane saglasno izjavljuju da ovaj Ugovor predstavlja izraz njihove slobodne i saglasno izražene volje, pa ga potpisuju bez primedbi u šest primeraka, od kojih jedan primerak ide organu koji vrši overu potpisa, jedan Agenciji za privredne registre Republike Srbije, a po dva primerka ostaju Ugovornim stranama.</p>
<p><i>[Signatures and certification clause]</i></p>	<p><i>[Potpisi i klauzula overe]</i></p>

<p align="center">DRAFT DECISION ON AMENDMENTS AND CHANGES TO THE MEMORANDUM OF ASSOCIATION OF THE COMPANY</p>	<p align="center">PREDLOG ODLUKE O IZMENAMA I DOPUNAMA OSNIVAČKOG AKTA</p>
<p>In accordance with the provisions of the Company Law of the Republic of Serbia, a company ARCHER DANIELS MIDLAND EUROPE B.V. from Netherlands, with registered seat address at Kingsfordweg 83, Amsterdam, Netherlands and registration number: 24149451 (the „Member“), sole shareholder of SOJAPROTEIN Društvo sa ograničenom odgovornošću za preradu soje Bečej, company registered at Serbian Business Registers Agency with registered seat address at Industrijska 1, Bečej, registration number: 08114072 and tax identification number (TIN): 100741587 (the „Company“), acting in capacity of the shareholders’ assembly of the Company, on [insert date], enacts:</p>	<p>U skladu sa odredbama Zakona o privrednim društvima Republike Srbije, privredno društvo ARCHER DANIELS MIDLAND EUROPE B.V. iz Holandije, sa registrovanom adresom sedišta Kingsfordweg 83, Amsterdam i matičnim brojem: 24149451 („Član“), jedini član privrednog društva SOJAPROTEIN Društvo sa ograničenom odgovornošću za preradu soje Bečej, privredno društvo registrovano kod Agencije za privredne registre Republike Srbije, sa registrovanom adresom sedišta Industrijska 1, Bečej, sa matičnim brojem: 08114072 i poreskim identifikacionim brojem (PIB): 100741587 („Društvo“), vršeći funkciju skupštine Društva, dana [uneti datum], donosi:</p>
<p align="center">DECISION ON AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION OF THE COMPANY</p>	<p align="center">ODLUKU O IZMENAMA OSNIVAČKOG AKTA DRUŠTVA</p>
<p align="center">Article 1</p>	<p align="center">Član 1</p>
<p>Current Memorandum of Association of the Company dated 14.5.2021. with all subsequent amendments is amended by revoking the current Memorandum of Association and adopting of the new Memorandum of Association of the Company, as presented in Annex 1 of this Decision.</p>	<p>Menja se važeći osnivački akt Društva od 14.5.2021. sa svim kasnijim izmenama i to tako što se važeći osnivački akt stavlja van snage, a usvaja se novi Osnivački akt Društva, sa tekstom kao u Prilogu 1 ove Odluke.</p>
<p align="center">Article 2</p>	<p align="center">Član 2</p>
<p>This Decision becomes effective as of the date of signing.</p>	<p>Ova Odluka stupa na snagu danom potpisivanja.</p>
<p align="center">On [insert date] / Dana [insert date]</p> <p align="center">In the name and on behalf of Shareholder: / U ime i za račun Člana:</p> <p align="center">_____</p> <p align="center">[signature/potpis] [position/funkcija]</p>	

"ADM NUTRITION HOLDING" DOO BEOGRAD

11070 Novi Beograd
Španskih boraca 3, zgrada B, VI sprat
Matični broj:17364723
PIB:101898648

PRILOG BR. 2 UGOVORA

DETALJNA SPECIFIKACIJA STVARI I PRAVA

Br.invent.	Sredstva	Dat.kapit.	Opis sredstava
2010	12000049	30.11.2021	RAČUNAR.PROG.SAP
2165	12000043	01.01.2014	VMWARE VSPHERE 5 ENT ACC KIT 6CPU 3YEAR
2488	12000047	01.06.2013	RAČUNARSKI PROGRAM SAP
2489	11000013	01.06.2013	SAP LICENCE
2690	11000019	15.01.2021	SAP HANA -BAZA PODATAKA
2695	11000020	01.05.2021	SAP LICENCE BUSINESS SUITE PROFESIONAL USER
02698-1	11000025	01.08.2021	LICENCE-WINDOWS SERVER No1
02698-2	11000026	01.08.2021	LICENCE-WINDOWS SERVER No2
02698-3	11000027	01.08.2021	LICENCE-WINDOWS SERVER No3
02698-4	11000028	01.08.2021	LICENCE-WINDOWS SERVER No4
02698-5	11000029	01.08.2021	LICENCE-WINDOWS SERVER No5
2699	11000024	01.08.2021	LICENCE-SCCM+WINDOWS SERVER
919	103000521	31.5.2012	Wireless Ruter TP-Link TL-WR2543ND
1189	103000794	30.6.2014	TP LINK TL-WR2543 TLWR2543ND 450MB/S BEŽIČNI
1190	103000795	30.6.2014	TP LINK TL-WR2543 TLWR2543ND 450MB/S BEŽIČNI
1191	103000796	30.6.2014	TP LINK TL-WR2543 TLWR2543ND 450MB/S BEŽIČNI
1199	103000804	30.6.2014	TP LINK TL-WR2543 TLWR2543ND 450MB/S BEŽIČNI
1200	103000805	30.6.2014	TP LINK TL-WR2543 TLWR2543ND 450MB/S BEŽIČNI