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MERGER AGREEMENT

BETWEEN LIMITED LIABILITY COMPANIES

(hereinafter: the **Agreement**)

UGOVORA O PRIPAJANJU

IZMEĐU DRUŠTAVA S OGRANIČENOM ODGOVORNOŠĆU

(u daljem tekstu: **Ugovor**)

Concluded in Belgrade, between:

1. Bayer d.o.o. Beograd, a company incorporated under the laws of Serbia, having its registered office at Omladinskih brigada 88b, Beograd-Novı Beograd, and registered with the company number 17171526 (hereinafter: **Surviving Company**);

and

2. Monsanto Serbia d.o.o. Novi Sad, a company incorporated under the laws of Serbia, having its registered office at Bulevar Vojvode Stepe 84, Novi Sad-Grad, Novi Sad, and registered with the company number 20646390 (hereinafter: **Transferring Company**).

hereinafter jointly referred to as: the **Contracting Parties**.

Zaključen u Beogradu između:

1. Bayer d.o.o. Beograd, privredno društvo osnovano u skladu sa pravom Republike Srbije, sa sedištem na adresi Omladinskih brigada 88b, Beograd-Novı Beograd, i matičnim brojem 17171526 (u daljem tekstu: **Društvo sticalac**);

i

2. Monsanto Serbia d.o.o. Novi Sad, privredno društvo osnovano u skladu sa pravom Republike Srbije, sa sedištem na adresi Bulevar Vojvode Stepe 84, Novi Sad-Grad, Novi Sad, i matičnim brojem 20646390 (u daljem tekstu: **Društvo prenosilac**).

u daljem tekstu zajednički označeni kao: **Ugovorne strane**.

SUBJECT OF THE AGREEMENT

Article 1

Subject of this Agreement is the implementation of the merger between the Transferring Company and the Surviving Company in a way that the Transferring Company transfers all of its assets and liabilities to the Surviving Company and ceases to exist without being liquidated, while the Surviving Company continues to operate along with registration of increase of initial share capital, taking over of employees of Transferring Company and all assets of Transferring Company (hereinafter: the **Merger**).

RECITALS

Article 2

Contracting parties mutually recognize that following envisaged legal requirements for Merger are fulfilled:

PREDMET UGOVORA

Član 1.

Predmet ovog Ugovora jeste sprovođenje statusne promene pripajanja Društva prenosioca Društvu sticalacu, i to tako što Društvo prenosilac prenosi svoju celokupnu imovinu Društvu sticalacu i prestaje sa postojanjem bez sprovođenja likvidacije, dok Društvo sticalac nastavlja sa postojanjem uz sprovođenje promene povećanja osnovnog kapitala i preuzimanje zaposlenih i dobara u imovini Društva prenosioca (u daljem tekstu: **Pripajanje**).

PRETPOSTAVKE PRIPAJANJA

Član 2.

Ugovorne strane saglasno konstatuju da su ispunjene zakonom predviđene pretpostavke za Pripajanje, i to:

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- Draft Merger Agreement is made on 18 July 2019;
 - Sole shareholder of Surviving Company and Transferring Company is Bayer Global Investments B.V., a company incorporated under the laws of the Netherlands, having its registered office at Energieweg 1, 3641 RT Mijdrecht, the Netherlands, and registered with the company number 51490986 (hereinafter: **Founder**);
 - Founder agrees that financial report with auditor opinion of Surviving Company and Transferring Company will not be prepared pursuant to Article 490 paragraph 4 of the Company Law of the Republic of Serbia (Official Gazette of the RS, no. 36/11, 99/11, 83/2014, 5/2015, 44/2018 and 95/2018 – hereinafter: the **Law**);
 - Founder agrees that audit report on Merger of Surviving Company and Transferring Company will not be prepared pursuant to Article 490 Paragraph 5 of the Law;
 - Founder agrees that reports regarding Merger given by director of Surviving Company and board of directors of Transferring Company will not be prepared pursuant to Article 490 paragraph 6 of the Law;
 - List of employees within the Transferring Company whose employment relationship continues in the Acquiring Company has been drafted.
- da je nacrt ovog Ugovora sačinjen dana 18.07.2019. godine;
 - da je jedini član kako Društva sticaoca tako i Društva prenosioaca isto privredno društvo – Bayer Global Investments B.V., privredno društvo osnovano u skladu sa zakonima Holandije, sa registrovanim sedištem na adresi Energieweg 1, 3641 RT Mijdrecht, Holandija, pod registracionim brojem 51490986 (u daljem tekstu: **Osnivač**);
 - da je Osnivač saglasan da se finansijski izveštaji sa mišljenjem revizora Društva sticaoca i Društva prenosioaca ne pripremaju, u skladu sa odredbom člana 490. stav 4. Zakona o privrednim društvima Republike Srbije (Službeni glasnik RS, broj 36/11, 99/11, 83/2014 - dr. zakon, 5/2015, 44/2018 i 95/2018 – u daljem tekstu **Zakon**);
 - da je Osnivač saglasan da se izveštaji revizora o statusnoj promeni Društva sticaoca i Društva prenosioaca ne pripremaju, u skladu sa odredbom člana 490. stav 5. Zakona;
 - da je Osnivač saglasan da se izveštaji direktora Društva sticaoca, odnosno odbora direktora Društva prenosioaca o statusnoj promeni ne pripremaju, u skladu sa odredbom člana 490. stav 6. Zakona;
 - da je sačinjen spisak zaposlenih u Društvu prenosioacu čiji se radni odnos nastavlja u Društvu sticaocu.

MERGER PURPOSE

Article 3

Bearing in mind the fact that the contracting parties have the same Founder, the merger is carried out in order to optimize and centralize management functions, administrative and operational tasks, better and more efficient performance of the work process, as well as a unified marketing approach and formation of a unified long-term business strategy on the Serbian market.

CILJEVI PRIPAJANJA

Član 3.

Imajući u vidu činjenicu da Ugovorne strane imaju istog Osnivača, Pripajanje se vrši radi optimizacije i centralizacije upravljačkih funkcija i administrativno-operativnih poslova, kvalitetnijeg i efikasnijeg obavljanja procesa rada, kao i zbog objedinjenog marketinškog nastupa i formiranja dugoročne jedinstvene poslovne strategije na tržištu Srbije.

SHARE CAPITAL**OSNOVNI KAPITAL****Article 4****Član 4.**

Initial share capital of Surviving Company registered with the Serbian Business Registry Agency is:

Osnovni kapital Društva sticaoca upisan u registru Agencije za privredne registre iznosi:

Pecuniary capital:**Novčani kapital:**

- inscribed pecuniary capital:

- upisani novčani kapital:

RSD 3,498,006.05

3.498.006,05 RSD

- paid-in pecuniary capital:

- uplaćeni novčani kapital:

RSD 3,498,006.05

3.498.006,05 RSD

Non-pecuniary capital:**Nenovčani kapital:**

- inscribed non-pecuniary capital:

- upisani nenovčani kapital:

RSD o

o RSD

- contributed non-pecuniary capital:

- uneti nenovčani kapital:

RSD o

o RSD

Total capital:**Ukupno kapital:**

-pecuniary and non-pecuniary capital:

-novčani i nenovčani kapital:

RSD 3,498,006.05

3.498.006,05 RSD

Initial share capital of Transferring Company registered with the Serbian Business Registry Agency is:

Osnovni kapital Društva prenosioca upisan u registru Agencije za privredne registre iznosi:

Pecuniary capital:**Novčani kapital:**

- inscribed pecuniary capital:

- upisani novčani kapital:

RSD 7,262,910.55

7.262.910,55 RSD

- paid-in pecuniary capital:

- uplaćeni novčani kapital:

RSD 7,262,910.55

7.262.910,55 RSD

Non-pecuniary capital:**Nenovčani kapital:**

- inscribed non-pecuniary capital:

- upisani nenovčani kapital:

RSD o

o RSD

- contributed non-pecuniary capital:

- uneti nenovčani kapital:

RSD o

o RSD

Total capital:**Ukupno kapital:**

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-pecuniary and non-pecuniary capital:

RSD 7,262,910.55

Initial share capital of Surviving Company will be increased following the Merger, so it will be equal to the sum of initial share capital of Surviving Company and initial share capital of Transferring Company, amounting to:

Pecuniary capital:

- inscribed pecuniary capital:

RSD 10,760,916.60

- paid-in pecuniary capital:

RSD 10,760,916.60

Non-pecuniary capital:

- inscribed non-pecuniary capital:

RSD 0

- contributed non-pecuniary capital:

RSD 0

Total capital:

-pecuniary and non-pecuniary capital:

RSD 10,760,916.60

Surviving company will conduct registration of increase of the share capital arising from Merger, before the Serbian Business Registers Agency (Appendix 1 of this Agreement).

Given that the Contracting Parties have the same shareholder, Founder's share in the Surviving Company will remain in percentage of 100%, in other words due to the Merger there will be no change in shares percentage in the Surviving Company.

ASSETS AND TRANSFER OF ASSETS

Article 5

Contracting Parties jointly determine as value of assets and amount of liabilities of the Transferring Company which are by Merger transferred to the Surviving Company are as follows:

-novčani i nenovčani kapital:

7.262.910,55 RSD

Osnovni kapital Društva sticaooca biće povećan nakon Pripajanja, tako da će biti jednak zbiru osnovnog kapitala Društva sticaooca i osnovnog kapitala Društva prenosioca i iznosiće:

Novčani kapital:

- upisani novčani kapital:

10.760.916,60 RSD

- uplaćeni novčani kapital:

10.760.916,60 RSD

Nenovčani kapital:

- upisani nenovčani kapital:

0 RSD

- uneti nenovčani kapital:

0 RSD

Ukupno kapital:

-novčani i nenovčani kapital:

10.760.916,60 RSD

Društvo sticalac će izvršiti registraciju povećanja osnovnog kapitala po osnovu Pripajanja pred Agencijom za privredne registre (Prilog 1 ovog Ugovora).

S obzirom da Ugovorne strane imaju istog Osnivača, udeo Osnivača u Društvu sticaoocu će ostati u procentualnom iznosu od 100%, odnosno usled Pripajanja neće doći do promene procentualnog iznosa udela Osnivača u Društvu sticaoocu.

IMOVINA I NAČIN PRENOSA IMOVINE

Član 5.

Ugovorne strane saglasno označavaju da vrednost imovine i visina obaveza Društva prenosioca koje se Pripajanjem prenose na Društvo sticaooca iznose:

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Description	RSD
Total assets	175.617.300,79
Total liabilities	18,041,206.96

Opis	RSD
Ukupno imovina	175.617.300,79
Ukupno obaveze	18.041.206,96

The descriptions of assets and liabilities, as well as their value, i.e. the amounts that are transferred to the Surviving Company are provided in the table below (which are made based on Trial Balance of the Transferring Company which represents Schedule 5 of this Agreement).

Opisi imovine i obaveza, kao i njihova vrednost, odnosno visina, koje se Pripajanjem prenose na Društvo sticaoca, su dati u tabelama ispod (koje su sačinjene na osnovu Bruto bilansa Društva prenosioca koji predstavlja Prilog 5 ovog Ugovora).

Assets	
Description	RSD
Fixed assets	4,747,927.45
Trade receivables	58,138,387.11
Other receivables	3,686,379.30
Cash and cash equivalents	108,701,230.08
Prepayments and accrued income	343,376.85
Total assets	175.617.300,79

Imovina	
Opis	RSD
Osnovna sredstva	4.747.927,45
Potraživanja od kupaca	58.138.387,11
Ostala potraživanja	3.686.379,30
Gotovina i gotovinski ekvivalenti	108.701.230,08
Pretplate i AVR	343.376,85
Ukupno imovina	175.617.300,79

Liabilities	
Description	RSD
Trade payables	17,475,665.06
Other liabilities	45,995.14
Deferred tax liabilities	519,546.76
Total liabilities	18,041,206.96

Obaveze	
Opis	RSD
Obaveze prema dobavljačima	17.475.665,06
Ostale obaveze i PVR	45.995,14
Odložene poreske obaveze	519.547,76
Ukupno obaveze	18.041.206,96

Equity	
Description	RSD
Registered and paid-in pecuniary initial capital	7.262.910,55
Retained earnings	150.313.183,28
Total equity	157.576.093,83

Kapital	
Opis	RSD
Upisani i uplaćeni novčani osnovni kapital	7.262.910,55
Neraspoređena dobit	150.313.183,28
Ukupno kapital	157.576.093,83

The total assets and liabilities of the Transferring Company referred to in the preceding paragraph shall by Merger be transferred to the Surviving Company of in the following manner:

Celokupna imovina i obaveze Društva prenosioca iz prethodnog stava će se preneti na Društvo sticaoca Pripajanjem na sledeći način:

- Fixed assets are transferred to the Surviving Company by handing over the possession and transferring of accounting status of the Transferring Company, as of the date of its termination from the register of Serbian Business Registers Agency;
- Osnovna sredstva preneće se Društvu sticaocu predajom u posed i prenosom računovodstvenog stanja Društva prenosioca sa danom njegovog brisanja iz registra Agencije za privredne registre;
- Financial proceeds on bank accounts in possession of the Transferring Company will be transferred on bank accounts in possession of the Surviving Company at the day of termination of bank accounts of the Transferring Company;
- Novčana sredstva Društva prenosioca koja se zateknu na računima kod poslovnih banaka preneće se u trenutku gašenja tih računa u korist računa Društva sticaoca nalogom za prenos;

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- final product's stock will be transferred into possession of Surviving Company by handing over of the assets and transferring of accounting balance of the Transferring Company, as of the date of its termination from the register of Serbian Business Registers Agency;
- All rights, liabilities, and responsibilities under the contracts concluded by Transferring Company are transferred to Surviving Company that enters into these contracts in place of Transferring Company on date of Merger, pursuant to the provision of Article 6 paragraph 1 of this Agreement;
- All other rights and liabilities of Transferring Company are transferred on Surviving Company, which enters into the said rights, liabilities and responsibilities of Transferring Company, on date, which is defined as a date of Merger, pursuant to the provision of Article 6 paragraph 1 of this Agreement.
- zalihe gotovih proizvoda preneće se Društvu sticaocu predajom u posed i prenosom računovodstvenog stanja Društva prenosioca sa danom njegovog brisanja iz registra Agencije za privredne registre;
- sva prava, obaveze i odgovornosti iz ugovora, koje je zaključilo Društvo prenosilac, prelaze na Društvo sticaoca koje stupa u navedene ugovore na mesto Društva prenosioca na dan koji je određen kao Datum pripajanja, u skladu sa odredbom člana 6. stav 1. ovog Ugovora;
- sva ostala prava, obaveze i odgovornosti Društva prenosioca prelaze na Društvo sticaoca, koje stupa u navedena prava, obaveze i odgovornosti na mesto Društva prenosioca, na dan koje je određen kao Datum pripajanja, u skladu sa odredbom člana 6. stav 1. ovog Ugovora.

MERGER DATE

Article 6

Merger date is 1st October 2019.

By the end of 30 September 2019 all business activities of Transferring Company are terminated and from Merger date all transactions of Transferring Company, for tax and accounting purposes, will be considered as transactions of Surviving Company, pursuant to provisions of Article 491 paragraph 2 point 5 and 6 of the Law.

All business transactions of the Transferring Company conducted after Merger date shall be deemed as business transactions of Surviving Company. It is required that Transferring Company informs its contractors of that fact in moment of concluding of contract.

Values expressed in financial reports of the Transferring Company will be expressed in financial reports of Surviving Company after Merger, in accordance with laws governing accounting and auditing.

Any changes that occur between Merger date and date of registration of Merger in registry of Serbian Business Registers Agency, will be

DATUM PRIPAJANJA

Član 6.

Datum pripajanja je 1.10.2019. godine.

Okončanjem 30.09.2019. godine prestaju poslovne aktivnosti Društva prenosioca, i od Datuma pripajanja se sve transakcije Društva prenosioca, u poreske i računovodstvene svrhe, smatraju transakcijama Društva sticaoca, u skladu sa odredbama člana 491. stav 2. tačka 5. i 6. Zakona.

Sve poslovne transakcije Društva prenosioca izvršene nakon Datuma pripajanja smatraće se poslovnim transakcijama Društva sticaoca. Društvo prenosilac je dužno da svoje ugovarače obavesti o toj činjenici prilikom zaključenja ugovora.

Vrednosti iskazane u finansijskim izveštajima Društva prenosioca iskazuju se u finansijskim izveštajima Društva sticaoca nakon Pripajanja, u skladu sa zakonima kojima se uređuju računovodstvo i revizija.

Poslovne promene nastale između Datuma pripajanja i dana upisa Pripajanja u registar Agencije za privredne registre obuhvataju se u poslovnim knjigama Društva sticaoca.

included in accounting books of the Surviving Company.

EMPLOYMENT

Article 7

On the day of conclusion of this Agreement, Transferring Company has total number of 5 (five) employees.

List of employees in Transferring Company is provided in the Appendix 2 of this Agreement and it is integral part of the Agreement. The list in Appendix 2 may be subsequently revised until the day of adoption of this Agreement, by the Assemblies of the Contracting parties.

Employees of Transferring Company will be transferred to the Surviving Company to establish employment relationship with the Surviving Company on the day of registering of Merger in the registry of Serbian Business Registers Agency.

With the employee who does not want to continue to work within Surviving Company, the Transferring Company may terminate employment agreement.

Surviving Company will with all the employees of the Transferring Company who wish to continue to work with the Surviving Company conclude employment agreements under the conditions which are at least favourable for the employees as they were at the Transferring Company and apply those conditions for at least one year as of the change of the employer, unless in the domain in which the conditions at the Surviving Company are more favourable for the employees in accordance with its general act.

MANAGEMENT OF SURVIVING COMPANY

Article 8

The Merger has no effect on number and composition of company bodies of Surviving Company, so in that respect there will be no modification of Article of Association of the Surviving Company.

RADNI ODNOS ZAPOSLENIH

Član 7.

Na dan zaključenja ovog Ugovora, Društvo prenosilac ima ukupno 5 (pet) zaposlenih.

Spisak zaposlenih u Društvu prenosiocu dat je u Prilogu 2 Ugovora, i čini njegov sastavni deo. Spisak iz Priloga 2 može biti naknadno revidiran sve do dana usvajanja ovog Ugovora od strane skupština Ugovornih strana.

Zaposleni kod Društva prenosioaca biće preuzeti radi zasnivanja radnog odnosa sa Društvom sticaocem danom upisa Pripajanja u registar Agencije za privredne registre.

Zaposlenom koji ne želi da nastavi rad kod Društva sticaoca, Društvo prenosilac može otkazati ugovor o radu.

Društvo sticalac će sa svim zaposlenima Društva prenosioaca, koji žele da nastave rad kod Društva sticaoca, zaključiti ugovor o radu pod uslovima koji su najmanje jednako povoljni za zaposlene kao i uslovi kod Društva prenosioaca i primenjivati date uslove najmanje godinu dana od promene poslodavca, osim u domenu onih uslova koji su kod Društva sticaoca, shodno važećim opštim aktima u datom entitetu, povoljniji za zaposlene.

ORGANI UPRAVLJANJA DRUŠTVA STICAOCA

Član 8.

Pripajanje ne utiče na broj i sastav organa upravljanja Društva sticaoca, tako da se u tom pogledu neće vršiti izmena osnivačkog akta Društva sticaoca.

CREDITORS' RIGHTS

Article 9

Creditors of the Contracting Parties whose claims arose prior to the registration of the Merger in the register of the Serbian Business Registers Agency, and who believe that the Merger, which involves their borrower, may jeopardize settlement of their claims, may within 30 days from the date of the publication of draft of this Agreement require appropriate protection.

Protection of creditors stipulated in previous paragraph of Agreement is realized as follows:

- Providing of security in form of a pledge, suretyship or similar collaterals;
- Change of contract provisions on which original claim arose, or termination of said contract;
- Separate asset management of the contracting party who is creditors' debtor, until full settlement of creditors' claim;
- Undertaking other actions and measures to ensure that creditor's position is not deteriorated compared to its position before the Merger.

Creditor to whom is given appropriate security, as well as creditors which, in case of opening of bankruptcy proceeding or in other cases provided by the law have the right of priority settlement, have no rights stipulated under paragraphs 1 and 2 of this Article of the Agreement.

Contracting Parties provided an individual written notice to each creditor whose claim exceeds amount of RSD 2,000,000.00, in accordance with Article 497 paragraph 1 of the Law.

LITIGATIONS AND OTHER PROCEEDINGS

Article 10

Legal representative of the Surviving Company shall notify courts and all other authorities before which the proceedings are currently held, and in which proceedings the Transferring Company is represented as a party, of the fact that the Transferring Company ceased to exist. The Surviving Company shall take over the position of the Transferring Company in said proceedings, to the extent possible and allowed by the applicable law.

PRAVA POVERILACA

Član 9.

Poverioci Ugovornih strana, čija potraživanja su nastala pre registracije Pripajanja u registru Agencije za privredne registre, i koji smatraju da Pripajanje u kome učestvuje njihov dužnik može ugroziti namirenje njihovog potraživanja, mogu u roku od 30 dana od dana objavljivanja nacrtu ovog Ugovora zahtevati dobijanje odgovarajuće zaštite.

Zaštita poverilaca iz prethodnog stava ovog člana Ugovora se ostvaruje na sledeći način:

- davanjem obezbeđenja u vidu zaloge, jemstva i sličnih sredstava obezbeđenja;
- izmenama uslova ugovora po osnovu kog je nastalo predmetno potraživanje, ili raskidom tog ugovora;
- odvojenim upravljanjem imovinom one Ugovorne strane koja je poveriočev dužnik, do namirenja njegovog potraživanja;
- preduzimanjem drugih radnji i mera kojima se obezbeđuje da poveriočev položaj ne bude lošiji u odnosu na položaj koji je imao pre sprovođenja Pripajanja.

Poverilac kome je dato odgovarajuće obezbeđenje, kao i poverioci koji bi u slučaju otvaranja stečaja ili u drugim slučajevima predviđenim zakonom imali pravo prvenstvenog namirenja, nemaju prava iz stava 1. i 2. ovog člana Ugovora.

Ugovorne strane su pojedinačno pismeno obavestile svakog poverioca čije potraživanje prevazilazi 2.000.000,00 RSD, u skladu sa odredbom člana 497. stav 1. Zakona.

SUDSKI I DRUGI POSTUPCI

Član 10.

Direktor Društva sticaoca obavestiće sudove i druge organe pred kojima se vode postupci u kojima je Društvo prenosilac stranka u postupku, da je ono prestalo da postoji, a da će u postupcima, u kojima je to dopušteno zakonom koji se primenjuje na konkretan postupak i u meri u kojoj je to moguće, postupak nastaviti Društvo sticalac.

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ACTIONS UPON CONCLUSION OF AGREEMENT

Article 11

Following the conclusion of this Agreement, the Contracting Parties shall take all necessary steps for the implementation and registration of the Merger in business registry of Serbian Business Registry Agency, after the expiry of period of thirty days at the earliest, from the date of entry into force of this Agreement.

Surviving Company will submit an application for registration of Merger of Transferring Company to the Surviving Company in registry of the Serbian Business Registers Agency.

Transferring Company shall apply for registration of deletion of the Transferring Company from the registry of Serbian Business Registers Agency.

RADNJE NAKON ZAKLJUČENJA UGOVORA

Član 11.

Nakon zaključenja ovog Ugovora, Ugovorne strane će preduzeti sve neophodne radnje za sprovođenje i registraciju Pripajanja u registru privrednih subjekata koji vodi Agencija za privredne registre, najranije po isteku roka od 30 (trideset) dana od dana stupanja na snagu ovog Ugovora.

Društvo sticalac će podneti prijavu za upis statusne promene pripajanja Društva prenosioca Društvu sticaocu u registar privrednih subjekata.

Društvo prenosioc će podneti prijavu za upis brisanja Društva prenosioca iz registra privrednih subjekata.

MISCELLANEOUS

Article 12

Integral parts of this Agreement are:

- draft Decision on Amending of Articles of Association of Surviving Company (Appendix 1);
- List of employees in Transferring Company whose employment continues within the Surviving Company (Appendix 2);
- Notification of intended Merger (Appendix 3);
- List of Transferring Company members with the nominal value of share acquired in the Surviving Company (Appendix 4);
- Trial Balance of Transferring Company (Appendix 5).

Article 13

All disputes arising out of this Agreement or in connection with this Agreement shall be resolved before the competent court in Belgrade.

Article 14

This Agreement shall enter into force when by decision from Article 498 of the Law is approved

RAZNO

Član 12.

Sastavni deo ovog Ugovora čine:

- predlog Odluke o izmenama i dopunama osnivačkog akta Društva sticaoca (Prilog 1);
- spisak zaposlenih u Društvu prenosiocu čiji se radni odnos nastavlja u Društvu sticaocu (Prilog 2);
- Obaveštenje o nameravanom sprovođenju Pripajanja (Prilog 3);
- Spisak članova Društva prenosioca sa nominalnom vrednosti udela koje stiču u Društvu sticaocu (Prilog 4);
- Bruto bilans Društva prenosioca (Prilog 5).

Član 13.

Svi sporovi koji nastanu iz ovog Ugovora ili u vezi sa ovim Ugovorom biće rešavani pred nadležnim sudom u Beogradu.

Član 14.

Ovaj Ugovor stupa na snagu kada ga odlukom iz člana 498. Zakona odobri Osnivač Ugovornih

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by sole shareholder of both Contracting Parties, i.e. on the date of conclusion of this Agreement, if that date is later. strana, odnosno danom zaključenja ovog Ugovora ako je taj datum kasniji.

Article 15

This Agreement is made in 7 (seven) identical copies, of which one (1) copy retains certification authority, two (2) copies are used for the purposes of Merger registration before the Serbian Business Registers Agency, while two (2) copies retain each of the Contracting Parties.

This Agreement is drafted in English and Serbian language. In case of inconsistencies, the Serbian language version shall prevail.

In the name and on behalf of the Surviving Company

In the name and on behalf of the Transferring Company

Član 15.

Ovaj Ugovor je sačinjen u 7 (sedam) istovetnih primeraka, od kojih 1 (jedan) primerak zadržava organ overe, 2 (dva) primerka služe za potrebe registracije Pripajanja kod Agencije za privredne registre, dok po 2 (dva) primerka zadržava svaka ugovorna strana.

Ovaj Ugovor sačinjen je na srpskom i engleskom jeziku. U slučaju bilo kakvih nesaglasnosti između dva teksta, tekst na srpskom jeziku će biti merodavan.

Za Društvo Sticaoca

Za Društvo prenosioca

Appendix 1

Prilog 1

SHAREHOLDER'S DECISION**ODLUKA SKUPŠTINE ČLANOVA
DRUŠTVA**

Pursuant to the Company Law of the Republic of Serbia (Official Gazette of the RS, no. 36/11, 99/11, 83/2014, 5/2015, 44/2018 and 95/2018) and in accordance with clause 29 of the Articles of Association of **BAYER DOO BEOGRAD**, a company incorporated under the laws of Serbia, having its registered office at Omladinskih brigada 88b, Beograd-Novi Beograd, and registered with the company number 17171526 (hereinafter: **Company**), the General Meeting of the Company, consisting of the sole shareholder:

U skladu sa Zakonom o privrednim društvima Republike Srbije (Službeni glasnik RS, broj 36/11, 99/11, 83/2014, 5/2015, 44/2018 i 95/2018) i sa članom 29. Osnivačkog akta društva **BAYER DOO BEOGRAD**, privredno društvo osnovano u skladu sa pravom Republike Srbije, sa sedištem na adresi Omladinskih brigada 88b, Beograd-Novi Beograd, i matičnim brojem 17171526 (u daljem tekstu: **Društvo**), skupština Društva, čiji je jedini član:

Bayer Global Investments B.V., a company incorporated under the laws of the Netherlands, registered under registration number 51490986 and having its registered seat at the address Energieweg 1, 3641 RT Mijdrecht, the Netherlands

Bayer Global Investments B.V., privredno društvo registrovano u skladu sa zakonima Holandije, sa registarskim brojem 51490986 i sedištem na adresi Energieweg 1, 3641 RT Mijdrecht, Holandija

herewith takes, with effect of the date of signing of this decision, the following:

ovim donosi, sa stupanjem na snagu od dana potpisivanja, sledeću:

Decision on Amendments of Articles of Association**Odluku o izmeni Osnivačkog akta Društva**(hereinafter: **Decision**)(u daljem tekstu: **Odluka**)

By this Decision are amended individual provisions of the Articles of Association of the Company, as of 28 January 2013 (hereinafter: **Articles**), as follows:

Ovom Odlukom menjaju se pojedine odredbe Osnivačkog akta Društva potpisanog na dan 28. januar 2013. godine (u daljem tekstu: **Osnivački akt**), kao što sledi:

Article 1**Član 1**

The Preamble of the Articles is amended to read as follows:

Menja se preambula Osnivačkog akta tako da glasi kao u nastavku:

“In accordance with the Company Law (Official Gazette of the RS, no. 36/11, 99/11, 83/2014, 5/2015, 44/2018 and 95/2018), founder Bayer Global Investments B.V., a company incorporated under the laws of the Netherlands, with statutory seat in Mijdrecht, the Netherlands, and with registered address at Energieweg 1, 3641 RT Mijdrecht, registered with the competent registry under a registration number 51490986 in the function of the assembly of the company, issues the following:”

“U skladu sa Zakonom o privrednim društvima (Službeni glasnik RS, broj 36/11, 99/11, 83/2014 - dr. zakon, 5/2015, 44/2018 i 95/2018), osnivač Bayer Global Investments B.V., privredno društvo osnovano prema zakonima Holandije, sa sedištem u Mijdrecht-u, Holandija, sa registrovanom adresom Energieweg 1, 3641 RT Mijdrecht, koje je registrovano u nadležnom registru pod registarskim brojem 51490986, u funkciji skupštine članova društva donosi sledeću:”

Article 2**Član 2**

Clause 1 paragraph 1 of the Articles is amended to read as follows:

Menja se član 1. stav 1 Osnivačkog akta tako da glasi kao u nastavku:

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“By passing this decision, BAYER limited liability company for the production and trading of polymers, chemical products, plant protection and plant health care products Beograd (Novi Beograd) registration number 17171526, TIN number 100206599 (hereinafter: the **Company**), performs adjustment of Articles of Association after the status change merger to itself of company Monsanto Serbia d.o.o. Novi Sad, with headquarters at Bulevar Vojvode Stepe 84, Novi Sad-Grad, Novi Sad, and registration number 20646390.”

“Donošenjem ove Odluke, BAYER Društvo sa ograničenom odgovornošću za proizvodnju i trgovinu polimerima, hemijskim proizvodima, sredstvima za zaštitu bilja i sredstvima za očuvanje zdravlja Beograd (Novi Beograd) matični broj 17171526, PIB 100206599 (u daljem tekstu: **Društvo**), vrši usklađivanje osnivačkog akta nakon sprovedene statusne promene pripajanja sebi društva Monsanto Serbia d.o.o. Novi Sad, sa sedištem na adresi Bulevar Vojvode Stepe 84, Novi Sad-Grad, Novi Sad, i matičnim brojem 20646390.“

Article 3

Član 3

Clause 14 of the Articles is amended to read as follows:

Menja se član 14. Osnivačkog akta tako da glasi kao u nastavku:

“The total subscribed, and paid-up fixed capital of the Company is monetary capital and it amounts to RSD 10,760,916.60. “

“Ukupan upisani i uplaćeni osnovni kapital Društva je novčani i iznosi 10.760.916,60 RSD.“

Article 4

Član 4

After the amendments of the Articles, legal representative of the Company shall draft and sign the clean text of the said document.

Zakonski zastupnik Društva je u obavezi da nakon izmene Osnivačkog akta sačini i potpiše prečišćeni tekst navedenog dokumenta.

Article 5

Član 5

This Decision is made in 2 (two) copies.

Ova Odluka je sačinjena u 2 (dva) primerka.

Issued in/Izdato u _____, on/dana __.__.2019. godine

For and on behalf of/Za

Bayer Global Investments B.V.

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Appendix 2

Prilog 2

LIST OF EMPLOYEES

in the Transferring Company whose working
relationship continues with the Surviving
Company

SPISAK ZAPOSLENIH

u Društvu prenosiocu čiji se radni odnos
nastavlja u Društvu sticaocu

	Name and surname/Ime i prezime	Qualifications/Stručna sprema	Position/Radno mesto
1.	Slavko Spasojević	VII - graduate agricultural engineer / diplomirani inženjer poljoprivrede	Germplasm Advancement Manager / Menadžer zadužen za germoplazme
2.	Rajko Mišković	VII - graduate agricultural engineer / diplomirani inženjer poljoprivrede	Area Field Supervisor / Supervizor prodaje i ogleđa za određenu teritoriju
3.	Marko Bulović	VII - graduate agricultural engineer / diplomirani inženjer poljoprivrede	Key Account Manager / Menadžer za ključne poslovne saradnike
4.	Milica Lazić	VII/1 – master of law / master pravnik	Regulators Affairs Manager / Balkan Menadžer za poslove registracije
5.	Nina Skenderović	VII - graduate agricultural engineer / diplomirani inženjer poljoprivrede	Demand Generation Manager / Menadžer prodaje

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Appendix 3

Prilog 3

NOTIFICATION OF INTENDED MERGER

**OBAVEŠTENJE O NAMERAVANOM
SPROVOĐENJU PRIPAJANJA**

In accordance with Article 495 of the Company Law of the Republic of Serbia (Official Gazette of the RS, no. 36/11, 99/11, 83/2014, 5/2015 and 44/2018 - hereinafter: **Law** ") companies:

U skladu sa članom 495. Zakona o privrednim društvima (Službeni glasnik RS, broj 36/11, 99/11, 83/2014 - dr. zakon, 5/2015, 44/2018 i 95/2018 - u daljem tekstu: „**Zakon**“) privredna društva:

1. BAYER DOO BELGRADE, a company established in accordance with the laws of the Republic of Serbia, with its seat at address Omladinskih brigada 88b, Belgrade-Novı Beograd, and with the registration number 17171526 (hereinafter: **Surviving Company**),

1. BAYER DOO BEOGRAD, privredno društvo osnovano u skladu sa pravom Republike Srbije, sa sedištem na adresi Omladinskih brigada 88b, Beograd-Novı Beograd, i matičnim brojem 17171526 (u daljem tekstu: **“Društvo sticalac”**),

and

i

2. Monsanto Serbia d.o.o. Novi Sad, a company established in accordance with the laws of the Republic of Serbia, with its seat at address Bulevar Vojvode Stepe 84, Novi Sad-Grad, Novi Sad, and registration number 20646390 (hereinafter: **Transferring Company**),

2. Monsanto Serbia d.o.o. Novi Sad, privredno društvo osnovano u skladu sa pravom Republike Srbije, sa sedištem na adresi Bulevar Vojvode Stepe 84, Novi Sad-Grad, Novi Sad, i matičnim brojem 20646390 (u daljem tekstu: **“Društvo prenosilac”**),

inform the founder and sole member of both companies Bayer Global Investments B.V., a company established in accordance with the laws of the Netherlands, registered at the address Energieweg 1, 3641 RT Mijdrecht, Netherlands, under registration number 51490986, that:

u obaveštavaju osnivača i jedinog člana oba društva Bayer Global Investments B.V., privredno društvo osnovano u skladu sa zakonima Holandije, sa registrovanim sedištem na adresi Energieweg 1, 3641 RT Mijdrecht, Holandija, pod registracionim brojem 51490986 da:

– they intend to perform merger between the Transferring Company and the Surviving Company in a way that Transferring Company transfers all of its assets and liabilities to the Surviving Company and ceases to exist without being liquidated, while Surviving Company continues to operate along with registration of increase of initial share capital, taking over of employees and all assets of Transferring Company;

– nameravaju da izvrše statusnu promenu pripajanja Društva prenosioca Društvu sticaocu, i to tako što Društvo prenosilac prenosi svoju celokupnu imovinu Društvu sticaocu i prestaje sa postojanjem bez sprovođenja likvidacije, dok Društvo sticalac nastavlja sa postojanjem uz sprovođenje promene povećanja osnovnog kapitala i preuzimanje zaposlenih i dobara u imovini Društva prenosioca;

– at the seat of the Surviving Company at the address Omladinskih brigada 88 b, Novi Beograd, every working day between 09:00 and 17:00 may inspect the documents and acts referred to in Article 490 of the Law in regard of subject merger.

– u sedištu Društva sticaoca na adresi Omladinskih brigada 88 b, Novi Beograd, može svakog radnog dana između 09:00 i 17:00 može izvršiti uvid u dokumente i akte iz člana 490. Zakona u vezi sa navedenim pripajanjem.

Issued in/Izdato u _____, on/dana _____.2019. godine

For and on behalf of/Za
BAYER DOO BELGRADE / Monsanto Serbia d.o.o. Novi Sad

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Appendix 4

In accordance with Article 491 of the Company Law of the Republic of Serbia (Official Gazette of the RS, no. 36/11, 99/11, 83/2014, 5/2015 and 44/2018 - hereinafter: "**Law**") companies

1. BAYER DOO BELGRADE, a company established in accordance with the laws of the Republic of Serbia, with its seat at address Omladinskih brigada 88b, Belgrade-Novi Beograd, and with the registration number 17171526 (hereinafter: **Surviving Company**),

and

2. Monsanto Serbia d.o.o. Novi Sad, established in accordance with the laws of the Republic of Serbia, with its seat at address Bulevar Vojvode Stepe 84, Novi Sad-Grad, Novi Sad, and registration number 20646390 (hereinafter: **Transferring Company**),

issue and determine

LIST OF TRANSFERRING COMPANY MEMBERS

with the nominal value of share acquired in the surviving company

Given that the Surviving Company and Transferring Company have the same shareholder and sole member:

Bayer Global Investments B.V., a company established in accordance with the laws of the Netherlands, registered at the address Energieweg 1, 3641 RT Mijdrecht, Netherlands, under registration number 51490986 (hereinafter: "**Founder**")

Founder's share in the Surviving Company will remain in percentage of 100%, in other words due to the merger of the Transferring Company and the nominal value of the initial share capital of the Founder in the Surviving Company after merger is RSD 10,760,916.60.

Prilog 4

U skladu sa članom 491. Zakona o privrednim društvima (Službeni glasnik RS, broj 36/11, 99/11, 83/2014 - dr. zakon, 5/2015, 44/2018 i 95/2018 - u daljem tekstu: „**Zakon**“) privredna društva

1. BAYER DOO BEOGRAD, privredno društvo osnovano u skladu sa pravom Republike Srbije, sa sedištem na adresi Omladinskih brigada 88b, Beograd-Novi Beograd, i matičnim brojem 17171526 (u daljem tekstu: "**Društvo sticalac**"),

i

2. Monsanto Serbia d.o.o. Novi Sad, privredno društvo osnovano u skladu sa pravom Republike Srbije, sa sedištem na adresi Bulevar Vojvode Stepe 84, Novi Sad-Grad, Novi Sad, i matičnim brojem 20646390 (u daljem tekstu: "**Društvo prenosilac**"),

donose i utvrđuju

SPISAK ČLANOVA DRUŠTVA PRENOSIOCA

sa nominalnom vrednosti udela koje stiču u društvu sticaocu

S obzirom da Društvo sticalac i Društvo prenosilac imaju istog osnivača i jedinog člana oba društva:

Bayer Global Investments B.V., privredno društvo osnovano u skladu sa zakonima Holandije, sa registrovanim sedištem na adresi Energieweg 1, 3641 RT Mijdrecht, Holandija, pod registracionim brojem 51490986 (u daljem tekstu "**Osnivač**")

udeo Osnivača u Društvu sticaocu će ostati u procentualnom iznosu od 100% usled pripajanja Društva prenosioca, a nominalna vrednost osnovnog kapitala Osnivača u Društvu sticaocu nakon pripajanja iznosiće 10.760.916,60 RSD.

Issued in/Izdato u _____, on/dana _____.2019. godine

For and on behalf of/Za

BAYER DOO BELGRADE / Monsanto Serbia d.o.o. Novi Sad

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Appendix 5

Prilog 5

TRIAL BALANCE OF THE TRANSFERING COMPANY "MONSANTO SERBIA
DOO NOVI SAD"

BRUTO BILANS DRUŠTVA PRENOSIOCA „MONSANTO SERBIA DOO
NOVI SAD“

Konto	Konto naziv	PS duguje	PS potražuje	Tekuće promene duguje	Tekuće promene potražuje	Duguje	Potražuje	Poz. saldo	Neg. saldo	Saldo
02300	Tehnička postrojenja	76,208,229.83	0.00	10,702,374.30	81,183,491.90	86,910,604.13	81,183,491.90	5,727,112.23	0.00	5,727,112.23
02312	Računarska oprema	1,459,294.66	0.00	765,646.13	141,524.41	2,224,940.79	141,524.41	2,083,416.38	0.00	2,083,416.38
02316	Ostala nepomenuta oprema	10,799,960.08	0.00	-9,245,908.12	0.00	1,554,051.96	0.00	1,554,051.96	0.00	1,554,051.96
0263	Postrojenja i oprema u pripremi			2,222,112.31	2,222,112.31	2,222,112.31	2,222,112.31	0.00	0.00	0.00
029010	Ispravka vrednosti postrojenja i opreme po osnovu amortizacije-Konto 02300	0.00	50,944,253.34	49,203,643.32	418,609.00	49,203,643.32	51,362,862.34	0.00	2,159,219.02	-2,159,219.02
029011	Ispravka vrednosti postrojenja i opreme po osnovu amortizacije-Konto 02312			114,340.40	1,547,044.00	114,340.40	1,547,044.00	0.00	1,432,703.60	-1,432,703.60
029012	Ispravka vrednosti postrojenja i opreme po osnovu amortizacije-Konto 02316			0.00	1,024,730.50	0.00	1,024,730.50	0.00	1,024,730.50	-1,024,730.50
1033	Alat i inventar u upotrebi	1,504,081.50	0.00	66,322.50	427,877.90	1,570,404.00	427,877.90	1,142,526.10	0.00	1,142,526.10
1039	Ispravka vrednosti alata i inventara koji je dat u upotrebu i u	0.00	1,504,081.50	427,877.90	66,322.50	427,877.90	1,570,404.00	0.00	1,142,526.10	-1,142,526.10

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	celini se otpisuje u obrač. periodu Avansi za inventar									
1502	plaćeni u zemlji	134,300.00	0.00	-134,300.00	0.00	0.00	0.00	0.00	0.00	0.00
	Potraživanja od kupaca ostalih povezanih lica u									
2030	inostranstvu	57,194,772.35	0.00	62,340,923.82	97,881,191.06	119,535,696.17	97,881,191.06	21,654,505.11	0.00	21,654,505.11
	Potraživanja od kupaca ostalih povezanih lica u									
2031	inostranstvu u RSD			36,483,882.00	0.00	36,483,882.00	0.00	36,483,882.00	0.00	36,483,882.00
	Potraživanja za više plaćen porez na dobitak-akontacije u									
2230	2018.	1,635,198.90	0.00	590,598.00	2,225,796.90	2,225,796.90	2,225,796.90	0.00	0.00	0.00
	Potraživanja za više plaćen porez na dobitak-akontacije u									
2231	2019.			3,614,958.00	0.00	3,614,958.00	0.00	3,614,958.00	0.00	3,614,958.00
	Potraživanja od fondova po osnovu isplaćenih naknada zaposlenima za bolovanje preko 30									
2250	dana	2,440,069.95	0.00	245,849.00	2,685,918.95	2,685,918.95	2,685,918.95	0.00	0.00	0.00
	Potraživanja od fondova po osnovu isplaćenih naknada zaposl. za bolovanje preko 30-porodiljsko									
2251	2017.	1,013,575.68	0.00	0.00	1,013,575.68	1,013,575.68	1,013,575.68	0.00	0.00	0.00
	Potraživanja od drugih pravnih lica - depozit									
22830	za zakup kancelarije	71,421.30	0.00	0.00	0.00	71,421.30	0.00	71,421.30	0.00	71,421.30

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	Tekući (poslovni) računi (analitika po bankama)	595,727.21	0.00	37,673,065.95	37,960,992.21	38,268,793.16	37,960,992.21	307,800.95	0.00	307,800.95
24100	Tekući račun - bolovanje			492,958.95	492,958.95	492,958.95	492,958.95	0.00	0.00	0.00
24101	Prelazni račun			492,958.95	492,958.95	492,958.95	492,958.95	0.00	0.00	0.00
2419	Devizni računi kod banaka u zemlji	44,437,245.54	0.00	97,881,191.06	33,925,007.47	142,318,436.60	33,925,007.47	108,393,429.13	0.00	108,393,429.13
2440	Devizni računi kod banaka u inostranstvu-USD	85,296.17	0.00	1,944,653.57	2,029,949.74	2,029,949.74	2,029,949.74	0.00	0.00	0.00
2441	Prelazni devizni račun			766,380.75	766,380.75	766,380.75	766,380.75	0.00	0.00	0.00
24490	Novčana sredstva kod banke za kupovinu deviza			34,400,659.89	34,400,659.89	34,400,659.89	34,400,659.89	0.00	0.00	0.00
2483	Porez na dodatu vrednost u primljenim fakturama po opštoj stopi (osim plaćenih avansa)			1,235,557.70	1,235,557.70	1,235,557.70	1,235,557.70	0.00	0.00	0.00
2700	Razgraničeni PDV	12,062.46	0.00	158,560.34	135,608.95	170,622.80	135,608.95	35,013.85	0.00	35,013.85
2701	Porez na dodatu vrednost plaćen pri uvozu dobara po opštoj stopi			492,094.18	492,094.18	492,094.18	492,094.18	0.00	0.00	0.00
2740	Potraživanja za više plaćeni porez na dodatu vrednost	1,012,643.00	0.00	1,727,653.00	2,431,933.00	2,740,296.00	2,431,933.00	308,363.00	0.00	308,363.00
2790	Udeli članova doo- Monsanto Invest N.V.									
30100	Maarssen Holand Neraspoređeni dobitak ranijih godina (analitika po godinama)		7,262,910.55	0.00	0.00	0.00	7,262,910.55	0.00	7,262,910.55	-7,262,910.55
3400	Neraspoređeni dobitak tekuće godine		103,300,038.48	0.00	33,775,263.20	0.00	137,075,301.68	0.00	137,075,301.68	-137,075,301.68
3410			33,775,263.20	33,775,263.20	0.00	33,775,263.20	33,775,263.20	0.00	0.00	0.00

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4320	Dobavljači - matična i zavisna pravna lica u inostranstvu	753,184.52	766,380.75	16,376,400.34	766,380.75	17,129,584.86	0.00	16,363,204.11	-16,363,204.11
4350	Dobavljači u zemlji za fakturisane obaveze	464,653.92	13,044,534.82	13,619,833.96	13,044,534.82	14,084,487.88	0.00	1,039,953.06	-1,039,953.06
43600	Dobavljači u inostranstvu - USD		2,047,827.27	2,047,827.27	2,047,827.27	2,047,827.27	0.00	0.00	0.00
43601	Dobavljači u inostranstvu - EUR		1,251,148.37	1,323,656.26	1,251,148.37	1,323,656.26	0.00	72,507.89	-72,507.89
4500	Obaveze za neto zarade i naknade zarada koje terete troškove poslovanja		12,380,511.42	12,380,511.42	12,380,511.42	12,380,511.42	0.00	0.00	0.00
4510	Obaveze za porez na dohodak građana iz zarada i naknada zarada zaposlenih koje se ne refundiraju		1,566,115.57	1,566,115.57	1,566,115.57	1,566,115.57	0.00	0.00	0.00
4520	Obaveze za doprinos za penzijsko i inval. osiguranje na zarade i naknade zarada na teret zaposlenog		1,589,679.26	1,589,679.26	1,589,679.26	1,589,679.26	0.00	0.00	0.00
4521	Obaveze za doprinos za zdravstveno osiguranje na zarade i naknade zarada na teret zaposlenog		584,774.92	584,774.92	584,774.92	584,774.92	0.00	0.00	0.00
4522	Obaveze za doprinos za osiguranje od nezaposlenosti na zarade i naknade zarada na teret zaposlenog		85,161.46	85,161.46	85,161.46	85,161.46	0.00	0.00	0.00
45310	Obaveze za doprinos za PIO na zarade i		1,362,561.23	1,362,561.23	1,362,561.23	1,362,561.23	0.00	0.00	0.00

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	naknade zarada na teret poslodavca							
	Obaveze za doprinos za zdravstveno osiguranje na zarade i naknade zarada na teret poslodavca							
45312		584,774.92	584,774.92	584,774.92	584,774.92	0.00	0.00	0.00
	Obaveze za neto naknadu zarade po osnovu porodijskog odsustva							
4541		159,507.78	159,507.78	159,507.78	159,507.78	0.00	0.00	0.00
	Obaveze za porez na dohodak građana na teret zaposlenog na naknadu zarade za porodijsko odsustvo							
45501		21,040.34	21,040.34	21,040.34	21,040.34	0.00	0.00	0.00
	Obaveze za doprinos za zdravstveno osiguranje na teret zaposlenog za vreme porodijskog odsustva							
45511		31,556.47	31,556.47	31,556.47	31,556.47	0.00	0.00	0.00
	Obaveze za doprinos zdravstva na teret zaposlenog na naknadu zarade za porodijsko odsustvo							
45521		11,608.27	11,608.27	11,608.27	11,608.27	0.00	0.00	0.00
	Obaveze za doprinos za nezaposlenost na teret zaposlenog na naknadu zarade za porodijsko odsustvo							
45531		1,690.53	1,690.53	1,690.53	1,690.53	0.00	0.00	0.00
	Obaveze za doprinos za osiguranje za slučaj nezaposlenosti na teret poslodavca							
45611	porodijsko bolovanje	27,048.41	27,048.41	27,048.41	27,048.41	0.00	0.00	0.00

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	Obaveze za doprinos zdravstva na teret poslodavca na naknadu zarade za								
45621	porodiljsko odsustvo	11,608.27	11,608.27	11,608.27	11,608.27	0.00	0.00	0.00	
4570	Objedinjena naplata - prelazni račun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4630	Obaveza prema zaposlenima za naknadu troškova na službenom putovanju	1,200.00	1,200.00	0.00	1,200.00	1,200.00	0.00	0.00	
46302	Obaveza prema zaposlenima za dnevnice na službenom putovanju	78,746.36	113,629.18	80,877.96	113,629.18	159,624.32	0.00	45,995.14	-45,995.14
46390	Ostale obaveze prema zaposlenima-gotovina refundacija		67,861.01	67,861.01	67,861.01	67,861.01	0.00	0.00	0.00
4829	Ostale obaveze za poreze, carine i druge dažbine iz nabavke ili na teret troškova		653,059.50	653,059.50	653,059.50	653,059.50	0.00	0.00	0.00
4980	Odložene poreske obaveze po osnovu privremenih poreskih razlika	519,546.76	0.00	0.00	0.00	519,546.76	0.00	519,546.76	-519,546.76
5123	Troškovi kancelarijskog materijala		4,488.21	0.00	4,488.21	0.00	4,488.21	0.00	4,488.21
5127	Troškovi sitnog inteventara		66,322.50	0.00	66,322.50	0.00	66,322.50	0.00	66,322.50
5128	Troškovi ostalog materijala (režijskog)		63,495.27	0.00	63,495.27	0.00	63,495.27	0.00	63,495.27
51280	Troskovi održavanja higijene		614.12	0.00	614.12	0.00	614.12	0.00	614.12
51281	Troškovi ostalog materijala (režijskog)		347.98	0.00	347.98	0.00	347.98	0.00	347.98

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5130	Troškovi naftnih derivata	942,788.53	0.00	942,788.53	0.00	942,788.53	0.00	942,788.53
5200	Zarade koje zaposleni ostvare za obavljeni rad i vreme provedeno na radu (bruto)	16,206,242.63	0.00	16,206,242.63	0.00	16,206,242.63	0.00	16,206,242.63
52110	Doprinos za penzijsko i invalidsko osiguranje	1,362,582.23	0.00	1,362,582.23	0.00	1,362,582.23	0.00	1,362,582.23
52111	Doprinos za zdravstveno osiguranje na teret poslodavca	584,774.92	0.00	584,774.92	0.00	584,774.92	0.00	584,774.92
5290	Ostala lična primanja zaposlenih (bruto)	104.14	0.00	104.14	0.00	104.14	0.00	104.14
529111	Naknada troškova zaposlenima za službeno putovanje troškovi prevoza	271,583.12	0.00	271,583.12	0.00	271,583.12	0.00	271,583.12
529112	Naknada troškova zaposlenima za službeno putovanje troškovi noćenja	693,353.05	0.00	693,353.05	0.00	693,353.05	0.00	693,353.05
529113	Naknada troškova zaposlenima za službeno putovanje troškovi za dnevnice	80,938.34	0.00	80,938.34	0.00	80,938.34	0.00	80,938.34
529114	Naknada ostalih troškova zaposlenima na službenom putovanju	17,220.96	0.00	17,220.96	0.00	17,220.96	0.00	17,220.96
529115	Naknada troškova zaposlenima za službeno putovanje troškovi ishrane	20,229.30	0.00	20,229.30	0.00	20,229.30	0.00	20,229.30
5300	Troškovi proizvodnih usluga	16,363,204.11	0.00	16,363,204.11	0.00	16,363,204.11	0.00	16,363,204.11
5310	Troškovi prevoza	167,580.00	0.00	167,580.00	0.00	167,580.00	0.00	167,580.00

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5315	Troškovi telefona 450000	860,768.77	0.00	860,768.77	0.00	860,768.77	0.00	860,768.77
5316	Troškovi taksi i rent a car usluga	3,070,588.29	0.00	3,070,588.29	0.00	3,070,588.29	0.00	3,070,588.29
5330	Zakupnina poslovnog prostora pravnih lica i preduzetnika	354,207.00	0.00	354,207.00	0.00	354,207.00	0.00	354,207.00
5350	Troškovi oglasa u novinama	357,145.80	0.00	357,145.80	0.00	357,145.80	0.00	357,145.80
5351	Troškovi oglasa na radiju	3,203,133.33	0.00	3,203,133.33	0.00	3,203,133.33	0.00	3,203,133.33
5360	Troškovi čije su aktivnosti usmerene ka sticanju novog znanja	134,300.00	0.00	134,300.00	0.00	134,300.00	0.00	134,300.00
5369	Ostali troškovi istraživanja 41800200	75,777.31	0.00	75,777.31	0.00	75,777.31	0.00	75,777.31
5390	Troškovi za proizvodne usluge 42100200	75,350.00	0.00	75,350.00	0.00	75,350.00	0.00	75,350.00
5392	Troškovi komunalnih usluga	520.70	0.00	520.70	0.00	520.70	0.00	520.70
5394	Naknada za korišćenje auto-puta	151,908.04	0.00	151,908.04	0.00	151,908.04	0.00	151,908.04
5396	Troskovi parkiranja Troškovi ostalih	31,391.99	0.00	31,391.99	0.00	31,391.99	0.00	31,391.99
5399	usluga	1,247.00	0.00	1,247.00	0.00	1,247.00	0.00	1,247.00
5400	Troškovi amortizacije Troškovi konsalting	418,609.00	0.00	418,609.00	0.00	418,609.00	0.00	418,609.00
5502	usluga Troskovi	40,595.59	0.00	40,595.59	0.00	40,595.59	0.00	40,595.59
5503	racunovodstvenih usluga	1,499,548.10	0.00	1,499,548.10	0.00	1,499,548.10	0.00	1,499,548.10
5504	Troškovi za usluge iznajmljivanja radnika	1,088,388.84	0.00	1,088,388.84	0.00	1,088,388.84	0.00	1,088,388.84
5509	Ostale neproizvodne usluge	17,117.00	0.00	17,117.00	0.00	17,117.00	0.00	17,117.00

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	Troškovi reprezentacije u sopstvenim poslovnim							
5510	prostorijama	137,597.20	0.00	137,597.20	0.00	137,597.20	0.00	137,597.20
5512	Troškovi ugostiteljskih usluga	468,193.95	0.00	468,193.95	0.00	468,193.95	0.00	468,193.95
5530	Troškovi pl. prometa u zem. 40088990	70,190.27	0.00	70,190.27	0.00	70,190.27	0.00	70,190.27
5531	Troškovi platnog prometa sa inostranstvom	8,000.00	0.00	8,000.00	0.00	8,000.00	0.00	8,000.00
5532	Troškovi za bankarske usluge	19,480.00	0.00	19,480.00	0.00	19,480.00	0.00	19,480.00
55400	Članarina Privrdnoj komori Srbije na zarade i naknade zarada zaposlenih	49,044.00	0.00	49,044.00	0.00	49,044.00	0.00	49,044.00
55599	Ostali porezi koji terete troškove	18,211.16	0.00	18,211.16	0.00	18,211.16	0.00	18,211.16
5591	Takse za priznavanje sorti	1,754,820.00	0.00	1,754,820.00	0.00	1,754,820.00	0.00	1,754,820.00
5595	Takse	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00	3,000.00
5627	Kamate za neblagovremeno plaćene javne prihode	218.52	0.00	218.52	0.00	218.52	0.00	218.52
5630	Realizovane negativne kursne razlike obračunate prilikom naplata i plaćanja po fin. plasmanima	324,538.14	0.00	324,538.14	0.00	324,538.14	0.00	324,538.14
5702	Neotpisana vrednost i dodatni troškovi rashodovanja							
5706	postrojenja i opreme Gubici po osnovu prodaje postrojenja i	27,184.01	0.00	27,184.01	0.00	27,184.01	0.00	27,184.01
		34,551,623.08	0.00	34,551,623.08	0.00	34,551,623.08	0.00	34,551,623.08

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	opreme (kapitalni gubici)									
	Nedokumentovani troškovi koji se ne priznaju u poreskom bilansu	5,443.62	0.00	5,443.62	0.00	5,443.62	0.00	5,443.62		
57992	Rashodi po osnovu ispravki grešaka iz ranijih godina koje nisu materijalno značajne	59,811.68	0.00	59,811.68	0.00	59,811.68	0.00	59,811.68		
5920	Prihodi od prodaje usluga ostalim povezanim licima na inostranom tržištu	0.00	62,436,742.48	0.00	62,436,742.48	0.00	62,436,742.48	-62,436,742.48		
6131	Pozitivne kursne razlike po osnovu potraživanja (prema trećim licima)	0.00	41,073.06	0.00	41,073.06	0.00	41,073.06	-41,073.06		
6630	Ostali finansijski prihodi	0.00	5.19	0.00	5.19	0.00	5.19	-5.19		
6699	Dobici po osnovu prodaje opreme	0.00	36,483,882.00	0.00	36,483,882.00	0.00	36,483,882.00	-36,483,882.00		
6706	Ostali razni prihodi	0.00	0.67	0.00	0.67	0.00	0.67	-0.67		
6799		198,603,878.63	198,603,878.63	490,526,418.65	490,526,418.65	689,130,297.28	689,130,297.28	267,100,301.81	267,100,301.81	0.00