

**DRAFT  
MERGER AGREEMENT**

This Merger Agreement (the “**Agreement**“) is entered into on [●] 2021, between the following parties:

1. **Preduzeće za trgovinu naftom i gasom MOL Serbia društvo sa ograničenom odgovornošću Beograd**, with registered seat at the address Đorđa Stanojevića 14, Belgrade-Novi Beograd, registered with Serbian Business Registers Agency under the corporate identification number 17518518 and tax identification number (TIN) 103166884 (“**MOL Serbia**”), hereby represented by [insert], [insert function] as the recipient company,  
and
2. **Port SPV d.o.o. Sremski Karlovci**, with registered seat at the address Prosjanice bb, Sremski Karlovci, registered with Serbian Business Registers Agency under the corporate identification number 21433721 and tax identification number (TIN) 111156305 (“**Port SPV**“), hereby represented by [insert], [insert function] as the transferring company .

MOL Serbia and Port SPV are hereinafter jointly referred to as the “**Parties**”.

**THE PARTIES MUTUALLY ACKNOWLEDGE THE FOLLOWING:**

- a. MOL Serbia is the sole shareholder of Port SPV.
- b. The sole shareholder of MOL Serbia is a company **MOL Hungarian Oil and Gas Public Limited Company**, having its registered seat at the address Október huszonharmadika utca 18., 1117 Budapest, the Republic of Hungary, registered at the competent commercial registry of the Republic of Hungary, under the corporate identification number Cg. 01-10-041683 (“**MOL Hungary**”).
- c. MOL Serbia, as the sole shareholder of Port SPV, acting in capacity of the shareholder assembly of Port SPV, enacted Decision on merger on [insert date], for the purpose of the merger of Port SPV with MOL Serbia.

**NACRT  
UGOVORA O PRIPAJANJU**

Ovaj Ugovor o pripajanju („**Ugovor**“) zaključen dana [●] 2021. godine, između sledećih ugovornih strana:

1. **Preduzeće za trgovinu naftom i gasom MOL Serbia društvo sa ograničenom odgovornošću Beograd**, sa registrovanim sedištem na adresi Đorđa Stanojevića 14, Beograd-Novi Beograd, registrovano kod Agencije za privredne registre Republike Srbije, pod matičnim brojem 17518518 i poreskim identifikacionim brojem (PIB) 103166884 („**MOL Srbija**“), koga ovde zastupa [uneti], [uneti poziciju] kao društvo sticalac,  
i
2. **Port SPV d.o.o. Sremski Karlovci**, sa registrovanim sedištem na adresi Prosjanice bb, Sremski Karlovci, registrovano kod Agencije za privredne registre Republike Srbije, pod matičnim brojem 21433721 i poreskim identifikacionim brojem (PIB) 111156305 („**Port SPV**“), koga ovde zastupa [uneti], [uneti poziciju] kao društvo prenosilac.

U daljem tekstu MOL Srbija i Port SPV se zajednički označavaju kao „**Ugovorne strane**“.

**UGOVORNE STRANE SAGLASNO KONSTATUJU SLEDEĆE:**

- a. Da je MOL Srbija jedini član Port SPV-a.
- b. Da je jedini član MOL Srbija privredno društvo **MOL Hungarian Oil and Gas Public Limited Company**, sa registrovanim sedištem na adresi Október huszonharmadika utca 18., 1117 Budimpešta, Republika Mađarska, registrovano u nadležnom registru privrednih subjekata Republike Mađarske, pod registracionim brojem Cg. 01-10-041683 („**MOL Mađarska**“).
- c. Da je, MOL Srbija, kao jedini član Port SPV-a, u vršenju funkcije skupštine Port SPV-a, dana [uneti datum] godine doneo Odluku o pripajanju u cilju pripajanja Port SPV-a MOL Srbiji.

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| <p>d. For the same purpose, MOL Hungary, as the sole shareholder of MOL Serbia, acting in capacity of the shareholder assembly of MOL Serbia, enacted Decision on merger on [insert date].</p>  | <p>d. Da je u istom cilju, MOL Mađarska, kao jedini član MOL Srbije, u vršenju funkcije skupštine MOL Srbije dana [uneti datum] godine donela Odluku o pripajanju.</p>  |
| <p>e. Parties undertake merger of Port SPV into MOL Serbia 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 and 91/2019) (the “Law”). The merger represents a merger of the subsidiary company to the parent company through a simplified procedure.</p> | <p>e. Da Ugovorne strane sprovede pripajanje Port SPV-a MOL Srbiji u skladu sa odredbama Zakona o privrednim društvima Republike Srbije (objavljen u „Službenom glasniku Republike Srbije“, br. 36/2011, 99/2011, 83/2014, 5/2015, 44/2018, 95/2018 i 91/2019) („Zakon“). Navedeno pripajanje predstavlja pripajanje zavisnog društva matičnom društvu u okviru pojednostavljenog postupka.</p> |

**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 Port SPV into MOL Serbia (the: „Merger“) by transferring all assets and liabilities of Port SPV to MOL Serbia, in accordance with the terms of this Agreement. Under the Merger, Port SPV shall cease to exist without undertaking liquidation procedure as of the moment of registration of the Merger with the Register of Business Entities held by Serbian Business Registers Agency, while MOL Serbia continues to operate under the same business name, seat and core activity, all in accordance with this Agreement and the Law.

1.1. Predmet ovog Ugovora je statusna promena pripajanja zavisnog društva Port SPV matičnom društvu MOL Srbiji („Pripajanje“) koja se vrši tako što Port SPV prenosi svu svoju imovinu i obaveze na MOL Srbija, u skladu sa uslovima utvrđenim u ovom Ugovoru. Na osnovu Pripajanja, SPV prestaje da postoji bez sprovođenja postupka likvidacije od momenta registracije Pripajanja u Registru privrednih subjekata kod Agencije za privredne registre Republike Srbije, dok MOL Srbija nastavlja da posluje pod istim poslovnim imenom, sedištem i pretežnom delatnošću, a sve u skladu sa ovim Ugovorom i Zakonom.

1.2. Objective of the Merger is the optimisation of the corporate structure so that, upon the Merger, MOL Serbia and Port SPV 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, MOL Srbija i Port SPV 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 subscribed and paid-in share capital of MOL Serbia before the Merger amounts to RSD 9,724,061,839.47 and it is comprised of totally paid in pecuniary capital. The sole shareholder of MOL Serbia is MOL Hungary.

2.1. Ukupni upisani i uplaćeni osnovni kapital MOL Srbija pre Pripajanja iznosi 9.724.061.839,47 dinara i sastoji se od potpuno uplaćenog novčanog kapitala. Jedini član MOL Srbije je društvo MOL Mađarska.

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| <p>2.2. Total subscribed and paid-in share capital of Port SPV before the Merger amounts to RSD 1,000 and it is comprised of totally paid in pecuniary capital. The sole shareholder of Port SPV is MOL Serbia.</p>  | <p>2.2. Ukupni upisani i uplaćeni osnovni kapital Port SPV-a pre Pripajanja iznosi 1.000 dinara i sastoji se od novčanog kapitala koji je u potpunosti uplaćen. Jedini član Port SPV-a je MOL Srbija.</p>   |
| <p>2.3. Pursuant to the Articles 502 and 503 of the Law (<i>increase of the share capital of recipient company and prohibition of creation of "phantom-capital"</i>), MOL Serbia will not increase its share capital because of the Merger based on the shareholding interest owned by MOL Serbia in Port SPV.</p> | <p>2.3. U skladu sa članovima 502. i 503. Zakona (<i>povećanje osnovnog kapitala društva sticaoca i zabrana stvaranja prividnog kapitala</i>), MOL Srbija neće povećati svoj osnovni kapital kao rezultat Pripajanja po osnovu udela koje MOL Srbija poseduje u Port SPV-u.</p> |
| <p>2.4. Pursuant to the Article 505 Paragraph 4 Article 157 Paragraph 6 of the Law, MOL Serbia will not acquire the treasury shares under the Merger.</p>  | <p>2.4. U skladu sa članom 505. stav 4. i članom 157. stav 6. Zakona, MOL Srbija neće steći sopstveni udeo usled Pripajanja.</p>  |
| <p><b>3. INFORMATION ON SHARES EXCHANGE</b></p>  | <p><b>3. PODACI O ZAMENI UDELA</b></p>  |
| <p>3.1. As stated above, the Merger will not result in an increase of the share capital of MOL Serbia nor in acquisition of treasury shares of MOL Serbia. Therefore, there will be no exchange of the shares as result of the Merger.</p>   | <p>3.1. Kao što je navedeno gore, Pripajanje neće imati za posledicu povećanje kapitala MOL Srbija niti sticanje sopstvenog udela MOL Srbija. Prema tome, neće doći do zamene udela usled Pripajanja.</p>   |
| <p><b>4. THE LIST OF SHAREHOLDERS WITH NOMINAL VALUE OF THE SHARE</b></p>  | <p><b>4. SPISAK ČLANOVA DRUŠTVA SA NAVODENJEM NOMINALNE VREDNOSTI</b></p>   |
| <p>4.1. MOL Serbia, holds 100% of the share in Port SPV, nominal value of which amounts to RSD 1,000.</p>  | <p>4.1. MOL Srbija, ima udeo od 100% u Port SPV-u, čija je nominalna vrednost 1.000 dinara.</p>   |
| <p>4.2. The sole shareholder of MOL Serbia, i.e. MOL Hungary, holds 100% of the share in MOL Serbia, nominal value of which amounts to RSD 9,724,061,839.47.</p>   | <p>4.2. Jedini član MOL Srbija, tj. MOL Mađarska, ima udeo od 100% u MOL Srbija, čija je nominalna vrednost 9.724.061.839,47 dinara.</p>  |
| <p><b>5. VALUE OF THE ASSETS AND AMOUNT OF LIABILITIES OF PORT SPV</b></p>   | <p><b>5. VREDNOST IMOVINE I VISINA OBAVEZA PORT SPV-A</b></p>   |
| <p>5.1. Total value of the assets of Port SPV on 31 December 2020 amounts to RSD 250,681,844 and total amount of liabilities of Port SPV on 31 December 2020 amounts to RSD 10,922,932.09.</p>   | <p>5.1. Ukupna vrednost imovine Port SPV-a na dan 31. decembar 2020. godine iznosi 250.681.844 dinara, a ukupna visina obaveza Port SPV-a na dan 31. decembra 2020. godine iznosi 10.922.932,09 dinara.</p>   |
| <p>5.2. Description of assets and liabilities: the structure of the assets and liabilities of Port SPV on 31 December 2020 is as follows:</p>  | <p>5.2. Opis imovine i obaveza: struktura aktive i pasive Port SPV-a na dan 31. decembra 2020. godine je sledeća:</p>   |

<b>ASSETS /AKTIVA</b>	<b>Amount (in dinars) / Iznos (u dinarima)</b>	<b>LIABILITIES/PASIVA</b>	<b>Amount (in dinars) / Iznos (u dinarima)</b>
LICENCES/LICENCE	237.182.345,00	LOANS/POZAJMICE	10.000.000,00
SMALL INVENTORY/SITAN INVENTAR	426.469,00	SUPPLIERS RELATED PARTIES/DOBAVLJAČI POVEZANA LICA	287.885,00
TRADE RECEIVABLES/POTRAZIVANJA	1.923.558,00	SUPPLIERS IN COUNTRY/DOBAVLJAČI U ZEMLJI	3.780,00
CASH AND CASH EQUIVALENTS/TEKUCI RACUN	11.149.471,00	OTHER OBLIGATIONS/OSTALE OBAVEZE	12.960,00
		PAYROLL OBLIGATIONS/POREZ ZA ZARADE	118.480,00
		MANDATORY CONTRIBUTIONS/OBAVEZE ZA POREZE I DOPRINOSE NA ZARADE	414.000,00
		VALUE ADDED TAXT/POREZ NA DODATU VREDNOST	85.869,00
<b>TOTAL ASSETS/UKUPNA AKTIVA</b>	<b>250.682.000,00</b>	<b>TOTAL LIABILITIES/ UKUPNA PASIVA</b>	<b>10.922.932,00</b>

5.3. Assets and liabilities of Port SPV described in Articles 5.2 of this Agreement will be transferred from Port SPV to MOL Serbia.

5.3. Imovina i obaveze Port SPV-a opisane u članu 5.2. ovog Ugovora će biti preneti sa Port SPV-a na MOL Srbija.

## **6. TRANSFER OF APPROVAL**

## **6. PRENOS ODOBRENJA**

6.1. Port SPV shall, simultaneously with the publication of the decision on this status change, notify in writing the Port Management Agency of the Republic of Serbia (“**Port Management Agency**”) about the initiation of the Merger.

6.1. Port SPV će istovremeno sa objavljivanjem Odluke o ovoj statusnoj promeni obavestiti Agenciju za upravljanje lukama Republike Srbije („**Agencija**“) o započinjanju postupka Pripajanja.

6.2. Within 30 days following the registration of the Merger with the Serbian Business Registers Agency (“**Merger Date**”), MOL Serbia shall submit the request for issuance of the approval for performing port activity in the port area of the pier for special purposes for transshipment of oil and oil derivatives in Sremski Karlovci, or the amendment of the approval that was issued to Port SPV by the decision of the Port Management Agency No. 342-229 / 2018-6 of 22 January 2019 (“**Approval**”), as well as the

6.2. U roku od 30 dana od dana registracije Pripajanja kod Agencije za privredne registre („**Dan Pripajanja**“), MOL Srbija će Agenciji podneti zahtev za izdavanje novog odnosno izmenu odobrenja za obavljanje lučke delatnosti u lučkom području pristaništa za posebne namene za pretovar nafte i naftnih derivata u Sremskim Karlovcima ili za izmene odobrenja koje je izdato društvu Port SPV rešenjem Agencije broj 342-229/2018-6 od 22. januara 2019. godine („**Odobrenje**“), kao i zahtev za

request for cancelation of the Approval issued to Port SPV.

ukidanje Odobrenja koji je dodeljen Port SPV-ju.

6.3. The contractual position from the Agreement on performance of port activity for transshipment of oil and oil derivatives executed between Port SPV and Port Management Agency on 14 July 2017 and amended by Annex No. 1 concluded on 22 January 2019 and Annex No. 2 concluded on 27 November 2020 shall be transferred to MOL Serbia. The transfer of contractual position under the mentioned agreement from Port SPV to MOL Serbia shall be acknowledged by new agreement or by amendments/annex to the existing agreement.

6.3. Na MOL Srbija prelazi ugovorna pozicija iz Ugovora o obavljanju lučke delatnosti pretovara nafte i naftnih derivata koji je zaključen između Port SPV-a i Agencije dana 14. jula 2017. godine, i izmenjen Aneksom broj 1 koji je zaključen dana 22. januara 2019. godine i Aneksom broj 2 koji je zaključen dana 27. novembra 2020. godine. Prenos ugovorne pozicije iz navedenog ugovora sa Port SPV na MOL Srbija će biti konstatovan novim ugovorom ili izmenama/aneksom postojećeg ugovora.

## **7. MANNER OF TRANSFER OF ASSETS AND LIABILITIES TO MOL SERBIA**

## **7. NAČIN PRENOSA IMOVINE I OBAVEZA NA MOL SRBIJA**

7.1. All assets and liabilities of Port SPV shall be transferred to MOL Serbia as follows:

7.1. Sva imovina i obaveze Port SPV-a će biti preneti na MOL Srbija na sledeći način:

- 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 MOL Serbia in Port SPV, and therefore this Agreement and the Merger do not represent a legal basis for and will not result in acquisition of the treasury shares by MOL Serbia;
- pecuniary funds of Port SPV held at business accounts with banks shall be transferred at latest at the date of the closing of the accounts to the business accounts of MOL Serbia, by fulfilling all necessary formalities with the relevant banks;
- movable assets, fixed assets, inventory and other, encumbered or without encumbrances, whether owned or leased, without any exception or limitation, shall be transferred to MOL Serbia by giving them into the possession and by transferring the accounting sheet of Port SPV as of the Merger Date. Register of fixed assets as of 31. December 2020 is attached in Annex 1;
- all rights, obligations, liabilities and benefits from the agreements entered by Port SPV, which are not fulfilled and represent legal basis for rights and liabilities for Port SPV, are being

- na prenos udela koji MOL Srbija ima u Port SPV-u 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 predstavljaju osnov za i ne dovode do sticanja sopstvenog udela od strane MOL Srbija;
- novčana sredstva Port SPV-a na poslovnim računima kod banaka preneće se najkasnije na dan zatvaranja računa na poslovne račune MOL Srbija, uz obavljanje potrebnih formalnosti kod odgovarajuće banke;
- pokretne stvari, osnovna sredstva, sitan inventar i drugo, opterećeni ili bez opterećenja, u svojini ili u zakupu, bez bilo kakvih izuzetaka ili ograničenja, preneće se na MOL Srbiju predajom u posed i prenosom računovodstvenog stanja Port SPV-a sa Danom Pripajanja. Registar osnovnih sredstava sa stanjem na 31. decembar 2020. godine dat je u Prilogu 1;
- sva prava, obaveze, odgovornosti i pogodnosti iz ugovora koje je zaključio Port SPV, koji nisu u potpunosti izvršeni i predstavljaju osnov prava i obaveza za Port SPV, prelaze na MOL Srbija koji

transferred to MOL Serbia who will assume the contractual positions of Port SPV under the mentioned agreements;

- all intangible assets and rights of Port SPV, including but not limited to all claims, receivables, deposits with banks or other financial institutions, other cash equivalents, inventories, prepaid business and other expenses, tax benefits, security interests and leasehold interests of Port SPV, as well as any and all other rights or entitlements of Port SPV 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-pecuniary obligation of any third party are transferred to MOL Serbia on the day of registration of the Merger or by fulfilling all necessary formalities with the competent authorities (if they are required);
- all permits, licences, concessions, other benefits and releases granted to Port SPV are transferred to MOL Serbia, unless otherwise prescribed by the individual regulations, by fulfilling all necessary formalities with the competent authorities;
- all mutual outstanding claims, contracts, rights and liabilities between Port SPV and MOL Serbia shall cease to exist, due to the Merger of the companies into one entity;
- all debts, obligations and other liabilities of Port SPV towards any third parties, including but not limited to commercial creditors, counterparties from the applicable agreements Port SPV has entered into, as well as towards any state creditor on the ground of public revenues payable by Port SPV, shall be transferred to MOL Serbia based on the operation of the law.

7.2. Promptly after signing of this Agreement and its notarization before the competent authority, Port SPV will undertake all legal actions required for effectuation of transfer of assets and rights listed in this Agreement to MOL Serbia.

preuzima ugovorne pozicije Port SPV-a iz tih ugovora;

- sva bestelesna imovina i prava Port SPV-a, uključujući bez ograničenja 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 Port SPV-a, kao i bilo koja i sva prava Port SPV-a da zahteva, na dug li kratak rok, plaćanja, naknade ili naplatu bilo kog potraživanja koja može imati prema bilo kojoj trećoj strani ili ispunjenje ili izvršenje bilo kog nenovčanog potraživanja bilo koje treće strane, biće preneti na MOL Srbija danom registracije pripajanja ili obavljanjem potrebnih formalnosti kod nadležnih organa (ukoliko su takve formalnosti potrebne);
- sve dozvole, licence, koncesije, druga prava ili oslobođenja data Port SPV-u prenose se na MOL Srbija, osim ako nije drugačije propisano posebnim propisima, obavljanjem potrebnih formalnosti kod nadležnih organa;
- sva međusobna potraživanja, ugovori, prava i obaveze između Port SPV-a i MOL Srbija prestaju da postoje, iz razloga pripajanja društava u jedno lice;
- svi dugovi, obaveze i ostale odgovornosti Port SPV-a prema bilo kojoj trećoj strani, uključujući, bez ograničenja, poverioce i saugovarače iz ugovora koje je Port SPV zaključio, kao i pripadajuće fiskalne obaveze Port SPV-a koje on duguje bilo kom poveriocu sa javnim ovlašćenjima, biće takođe preneti na MOL Srbija, po sili zakona.

7.2. Odmah po zaključenju i overi ovog Ugovora kod nadležnog organa, Port SPV će preuzeti sve pravne radnje potrebne radi efektuiranja prenosa stvari i prava navedenih u ovom Ugovoru na MOL Srbija.

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| 7.3. On the basis of this Agreement the respective registrations shall be performed in accordance with the Company Law of the Republic of Serbia, Law on Accounting of the Republic of Serbia, as well as all other applicable laws of the Republic of Serbia.            | 7.3. Na osnovu ovog Ugovora ima se izvršiti upis u skladu sa Zakonom o privrednim društvima Republike Srbije, Zakonom o računovodstvu Republike Srbije, kao i svim drugim važećim zakonima Republike Srbije.  |
| 7.4. There are no special rights in MOL Serbia which are granted to directors of Port SPV.  | 7.4. Ne postoje posebne pogodnosti u MOL Srbija koje se odobravaju direktorima Port SPV-a .   |
| 7.5. List of employees of Port SPV on 31 December 2020 is given in Appendix no. 2. In accordance with the law, all persons which are on Merger Date employed with Port SPV will continue to be employed by MOL Serbia according to their respective employment contracts. | 7.5. Spisak zaposlenih Port SPV-a na dan 31. decembra 2020. godine dat je u Prilogu br. 2. U skladu sa zakonom, sva lica koja budu na Dan Pripajanja zaposlena kod Port SPV-a će nastaviti da budu zaposlena kod MOL Srbija u skladu s njihovim ugovorima o radu. |
| 7.6. Port SPV has two directors: Milenko Janković, citizen of Serbia, and Juraj Polić, citizen of Croatia.  | 7.6. Port SPV ima 2 direktora: Milenko Janković, državljanin Srbije, i Juraj Polić, državljanin Hrvatske.   |
| 7.7. Milenko Janković will keep position of director of MOL Serbia, and Juraj Polić will no longer be director of Port SPV as his position will terminate as a consequence of the Merger.   | 7.7. Milenko Janković će nastaviti da bude direktor u MOL Srbiji, dok će Juraju Poliću prestati funkcija direktora Port SPV kao posledica Pripajanja.   |

<b>8. DATE OF THE CEASE OF BUSINESS ACTIVITIES OF PORT SPV</b>	<b>8. DATUM OD KOGA PRESTAJU POSLOVNE AKTIVNOSTI PORT SPV-A</b>
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| 8.1. Business activities of Port SPV will cease as of the date of registration of the Merger with Serbian Business Registers Agency.                       | 8.1. Poslovne aktivnosti Port SPV-a prestaju danom registracije Pripajanja kod Agencije za privredne registre Republike Srbije.   |
| 8.2. All transactions of Port SPV, for the accounting purposes, shall be considered as transactions performed in the name of MOL Serbia as of Merger Date. | 8.2. Sve transakcije Port SPV-a se u računovodstvene svrhe smatraju transakcijama obavljenim u ime MOL Srbija od Dana Pripajanja. |

<b>9. DOCUMENTATION IN RELATION TO THE MERGER</b>	<b>9. DOKUMENTACIJA U VEZI SA PRIPAJANJEM</b>
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| 9.1. 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: | 9.1. 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 sledeći dokumenti: |
| <ul style="list-style-type: none"> <li>– financial reports with the opinion of the auditor, provided in the Article 490 Paragraph 1 Item 2 of the Law;</li> </ul>  | <ul style="list-style-type: none"> <li>– finansijski izveštaji sa mišljenjem revizora, iz člana 490. stav 1. tačka 2) Zakona;</li> </ul>  |

- auditor’s report on executed audit of the status change, provided in the Article 490 Paragraph 1 Item 3 of the Law; and
- director’s report on status change, provided in the Article 490 Paragraph 1 Item 4 of the Law.

- izveštaj revizora o izvršenoj reviziji statusne promene, iz člana 490. stav 1. tačka 3) Zakona; i
- izveštaj direktora o statusnoj promeni, iz člana 490. stav 1. tačka 4) Zakona.

9.2. 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 provided in the Article 496 Paragraph 1 of the Law.

9.2. 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.

9.3. It is hereby confirmed that the creditors of the Port SPV were notified about the Merger, in accordance with the Article 497 of the Law.

9.3. Konstatuje se da su poverioci Port SPV-ja obavješteni o Pripajanju, u skladu sa članom 497 Zakona.

## **10. OTHER RIGHTS AND LIABILITIES OF THE PARTIES**

## **10. OSTALA PRAVA I OBAVEZE UGOVORNIH STRANA**

10.1. Parties hereby confirm that they are familiar with all facts which are material to entering into this Agreement and executing the Merger, and they waive their rights to review and require termination of this Agreement on the basis of them not being timely provided with any documents that may be relevant to the implementation of this status change.

10.1. 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 blagovremeno dostavljena neka dokumenta koja mogu biti od značaja za sprovođenje ove statusne promene.

## **11. OTHER PROVISIONS**

## **11. OSTALE ODREDBE**

11.1. This Agreement enters into force upon approval thereof by the shareholders of the companies involved in the Merger, signing by the Parties and certification before the competent authority.

11.1. 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.

11.2. 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.

11.2. 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.

11.3. The following appendices are integral part of this Agreement: (i) Register of fixed assets as at 31 December 2020 (Appendix no. 1); (ii) list of employees of Port SPV (Appendix no. 2); (iii) list of transport assets of Port SPV (Appendix no. 3). In this regard, it is possible that in a period from 31 December 2020 until the Merger Date there will be changes of data specified in such appendices or in the Clause 5 of this Agreement, but in any case, in

11.3. Sastavni deo ovog Ugovora predstavljaju sledeći prilozi: (i) Registar osnovnih sredstava na dan 31. decembar 2020. godine (Prilog br. 1); (ii) spisak zaposlenih Port SPV-a (Prilog br. 2); (iii) spisak transportnih sredstava Port SPV-a (Prilog br. 3). U tom smislu, moguće ja da će u periodu od 31. decembra 2020. godine do Dana Pripajanja doći od izmena podataka koji su navedeni u tim prilozima ili u članu 5 ovog Ugovora, ali



accordance with the law, all the assets and liabilities of Port SPV existing on Merger Date will be transferred to MOL Serbia. Also, all persons which are on Merger Date employed with Port SPV will continue to be employed by MOL Serbia according to their respective employment contracts.

u svakom slučaju, u skladu sa zakonom, na MOL Srbija će preći sva ona imovina i obaveze Port SPV-a koje budu postojale na Dan Pripajanja. Takođe, sva lica koja budu na Dan Pripajanja zaposlena kod Port SPV-a će nastaviti radni odnos kod MOL Srbija u skladu s njihovim ugovorima o radu.

- 11.4. This Agreement was made in English and Serbian language. In case of discrepancy between these two versions, the Serbian language version shall prevail.
- 11.4. Ovaj Ugovor je sastavljen na engleskom i srpskom jeziku. U slučaju nesaglasnosti između te dve verzije, tekst na srpskom jeziku će prevladati.
- 11.5. This Agreement, along with other necessary documents, represents the legal basis for registration of Merger in the Register of Business Entities which is held by Serbian Business Registers Agency.
- 11.5. Ovaj Ugovor uz ostalu neophodnu dokumentaciju predstavlja osnov za upis Pripajanja u Registru privrednih subjekata koji se vodi pri Agenciji za privredne registre Republike Srbije.
- 11.6. As a result of the Merger and based on this Agreement and other documents provided under the regulations, the deletion of Port SPV shall be registered with the Register of Business Entities held by Serbian Business Registers Agency.
- 11.6. Kao posledica Pripajanja, a na osnovu ovog Ugovora i ostale dokumentacije predviđene propisima, registrovaće se i brisanje Port SPV-a iz Registra privrednih subjekata koji se vodi pri Agenciji za privredne registre Republike Srbije.
- 11.7. Parties mutually declare that this Agreement represents the expression of their free and mutually expressed will, and they are signing it without any objections.
- 11.7. Ugovorne strane saglasno izjavljuju da ovaj Ugovor predstavlja izraz njihove slobodne i saglasno izražene volje, pa ga potpisuju bez primedbi.

**For MOL SERBIA**

**Za MOL SRBIJA**

\_\_\_\_\_  
Name: [insert]  
Function: [insert]

\_\_\_\_\_  
Ime: [uneti]  
Funkcija: [uneti]

**For PORT SPV**

**Za PORT SPV**

\_\_\_\_\_  
Name: [uneti]  
Function: [director]

\_\_\_\_\_  
Ime: [uneti]  
Funkcija: [direktor]

**Appendix no. 1 / Prilog br. 1**

**Register of fixed assets as of 31 December 2020 / Registar osnovnih sredstava na dan 31.decembar 2020.**

**Appendix no. 2 / Prilog br. 2**

**List of employees of Port SPV / Spisak zaposlenih Port SPV-a**

IME	PREZIME	RADNO MESTO
MARKO	PETROVIĆ	Manipulant na pristanu/mornar
STEFAN	POPOV	Manipulant na pristanu/mornar
MIROSLAV	AIRALDI	Manipulant na pristanu/mornar

**Appendix no. 3 / Prilog br. 3**

**List of transport assets of Port SPV / Spisak transportnih sredstava Port SPV-a**