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na 490 i člana 491  
uštva (Službeni  
39/2011, 83/2014  
4/2018, 95/2018,  
91/2019 i 109/2021) privredna društva:

- 1. PLASTOPLAN PLASTIKA DOO DOBANOVCI**, Žitna br. 28, Dobanovci, matični broj 21410063 (u daljem tekstu: **Društvo sticalac**) koje zastupa direktor Arnold Kai David,

- 2. ALM KOMPAUNDI DOO BEOGRAD**, Bulevar oslobođenja br. 146/54, matični broj 20120207 (u daljem tekstu: **Društvo prenosilac**) koje zastupa direktor Aleksandar Milošević

(u daljem tekstu zajedno označeni kao **Ugovorne strane**)

Zaključuju u Beogradu dana 31.10.2022. godine sledeći:

**UGOVOR  
O PRIPAJANJU KONTORLISANOG  
DRUŠTVA SA OGRANIČENOM  
ODGOVORNOŠĆU KONTROLNOM  
DRUŠTVU SA OGRANIČENOM  
ODGOVORNOŠĆU**

Ugovorne strane saglasno konstatuju sledeće:

- Da je Društvo sticalac jedni član Društva prenosioca,
- Da Ugovorne strane sprovode pripajanje Društva prenosioca Društvu sticalocu u skladu sa odredbama Zakona o privrednim društvima (Službeni glasnik RS, br. 36/2011, 99/2011, 83/2014 - dr. zakon, 5/2015, 44/2018, 95/2018 i 91/2019), (u daljem tekstu: **Zakon**).

In accordance with the provisions of Article 490 and Article 491 of the Law on Business Companies (Official Gazette of the RS, No. 36/2011, 99/2011, 83/2014 - other laws, 5/2015, 44/2018, 95/2018, 91/ 2019 and 109/2021) companies:

- 1. PLASTOPLAN PLASTIKA DOO DOBANOVCI**, Žitna no. 28, Dobanovci, ID number 21410063 (hereinafter: **Acquiring Company**) represented by director Arnold Kai David, and

and

- 2. ALM KOMPOUNDI DOO BELGRADE**, Bulevar oslobođenja no. 146/54, registration number 20120207 (hereinafter: **Transferor Company**) represented by director Aleksandar Milošević

(hereinafter collectively referred to as the **Contracting Parties**)

They conclude in Belgrade on 31.10.2022. the following year:

**CONTRACT  
ON THE MERGER OF THE CONTROLLED  
COMPANY WITH LIMITED LIABILITY TO  
THE CONTROLLED COMPANY WITH  
LIMITED LIABILITY**

The contracting parties agree on the following:

- That the acquiring Company is a member of the Transferring Company,
- That the Contracting Parties carry out the merger of the Transferor company with the Acquiring company in accordance with the provisions of the Law on Business Companies (Official Gazette of the RS, no. 36/2011, 99/2011, 83/2014 - other laws, 5/2015, 44/2018, 95 /2018 and 91/2019), (hereinafter: **The Law**).

Imajući u vidu prethodno navedeno Ugovorne strane su se dogovorile kako sledi:

### **Predmet ugovora**

#### **Član 1.**

Predmet ovog Ugovora je pripajanje Društva prenosioca, koje je kontrolisano društvo, Društvu sticaocu, koje je kontrolno društvo Društva prenosioca i poseduje 100% udela Društva prenosioca. Pripajanje će se izvršiti tako što Društvo prenosilac prenosi svoju celokupnu imovinu Društvu sticaocu i prestaje sa postojanjem bez sprovođenja likvidacije, dok Društvo sticalac nastavlja sa postojanjem (u daljem tekstu: **Pripajanje**).

### **Cilj i posledice pripajanja**

#### **Član 2.**

Društvo sticalac je kontrolno društvo sa 100% udela u osnovnom kapitalu Društva prenosioca. Povezanost Društva sticaoca sa Društvom prenosioцем, ista poslovna politika i ciljevi su osnova za ovo Pripajanje, kojim će se postići smanjenje administrativnih troškova poslovanja te ubrzanje i optimizacija procesa rada, kao i efikasnije upravljanje, unapređenje poslovanja i jačanje tržišnog položaja.

Posledica pripajanja je prenošenje celokupne imovine i obaveza Društva prenosioca na Društvo sticaoca pri čemu Društvo prenosilac prestaje sa postojanjem.

Postupak Pripajanja sprovodi se u pojednostavljenom postupku, a sve u skladu sa odredbom člana 501 Zakona.

Konstatuje se da su Ugovorne strane saglasne da neće sačinjavati finansijski izveštaj sa mišljenjem revizora iz odredbe člana 490 Zakona.

Konstatuje se da u skladu sa odredbom člana 501 Zakona Društvo prenosilac nije u obavezi da sačini i dostavi na odobrenje izveštaje iz odredbe člana 490 stav 3 i stav

Bearing in mind the foregoing, the Contracting Parties have agreed as follows:

### **Subject of the agreement**

#### **Article 1.**

The subject of this Agreement is the merger of the Transferor Company, which is a controlled company, with the Acquiring Company, which is the controlling company of the Transferring Company and owns 100% of the shares of the Transferring Company. The merger will be carried out by the Transferor company transferring all its assets to the Acquiring company and ceasing to exist without liquidation, while the Acquiring company continues to exist (hereinafter: **Merger**).

### **Purpose and Consequences of the Merger**

#### **Article 2.**

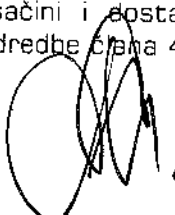
The Acquiring company is a control company with 100% share in the share capital of the Transferring company. The connection of the Acquiring company with the Transferring company, the same business policy and goals are the basis for this Merger, which will achieve the reduction of administrative business costs and the acceleration and optimization of the work process, as well as more efficient management, business improvement and strengthening of the market position.

The consequence of the merger is the transfer of all assets and liabilities of the Transferor Company to the Acquiring Company, whereby the Transferor Company ceases to exist.

The Merger procedure is carried out in a simplified procedure, all in accordance with the provisions of Article 501 of the Law.

It is noted that the Contracting Parties agree not to prepare a financial report with an auditor's opinion from the provisions of Article 490 of the Law.

It is established that in accordance with the provisions of Article 501 of the Law, the Transferor Company is not obliged to prepare and submit for approval the reports



4 Zakona, odnosno izveštaj revizora o izvršenoj reviziji statusne promene i izveštaj direktora o statusnoj promeni.

### Osnovni kapital Ugovornih strana

#### Član 3.

Ukupan osnovni novčani kapital Društva sticaoca upisan u Registru privrednih subjekata koji vodi Agencija za privredne registre iznosi:

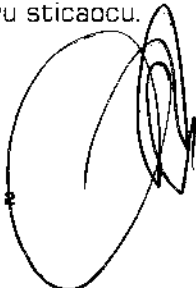
- Upisani novčani kapital: 5.000.000,00 RSD (slovima: petmiliona i 00/100),
- Uplaćeni novčani kapital: 5.000.000,00 RSD (slovima: petmiliona i 00/100).

Ukupan osnovni novčani kapital Društva prenosica upisan u Registru privrednih subjekata koji vodi Agencija za privredne registre iznosi:

- Upisani novčani kapital: 43.604,50 RSD (slovima: četrdesettrihljadešestočetiri i 50/100),
- Uplaćeni novčani kapital: 43.604,50 RSD (slovima: četrdesettrihljadešestočetiri i 50/100).

Imajući u vidu da je Društvo sticalac kontrolno društvo Društva prenosioca sa 100% udela u osnovnom kapitalu Društva prenosioca, Pripajanjem ne dolazi do promene u smislu povećanja osnovnog kapitala Društva sticaoca, a u skladu sa odredbom člana 503 Zakona, te ovaj Ugovor neće sadržati kao svoj sastavni deo predlog izmena osnivačkog akta Društva sticaoca posle pripajanja.

Ovom statusnom promenom ne vrši se zamena udela s obzirom da je Društvo prenosilac jednočlano i potpuno podređeno Društvu sticaocu.



from the provisions of Article 490, paragraph 3 and paragraph 4 of the Law, i.e. the auditor's report on the status change audit and the director's report on the status change.

### Basic capital of the Contracting Parties

#### Article 3.

The total basic cash capital of the Acquiring Company registered in the Register of Business Entities maintained by the Agency for Business Registers amounts to:

- Registered cash capital: RSD 5,000,000.00 (in letters: five million and 00/100),
- Paid-in cash capital: RSD 5,000,000.00 (in letters: five million and 00/100).

The total basic cash capital of the Transferor Company registered in the Register of Business Entities maintained by the Agency for Business Registers amounts to:

- Registered cash capital: RSD 43,604.50 (in letters: forty-three thousand six-four and 50/100),
- Paid-in cash capital: RSD 43,604.50 (in letters: forty-three thousand six-four and 50/100).

Bearing in mind that the Acquiring Company is the controlling company of the Transferor Company with 100% share in the share capital of the Transferor Company, the Merger does not result in a change in the sense of increasing the share capital of the Acquiring Company, and in accordance with the provision of Article 503 of the Law, and this Agreement will not contain as its integral part part of the proposed amendment to the founding act of the Acquiring company after the merger.

This change of status does not result in the exchange of shares, given that the Transferor Company is a single member and fully subordinated to the Acquiring Company.



**Označenje vrednosti imovine i visina  
obaveza Društva prenosioca**

**Član 4.**

Vrednost imovine i visina obaveza Društva prenosioca koja prelaze na Društvo sticaoca na dan 31.10.2022. godine su:

- Vrednost imovine Društva prenosioca iznosi 119.756.220,96 RSD,
- Vrednost obaveza Društva prenosioca iznosi 31.246.432,06 RSD,

Bliži opis imovine i obaveza Društva prenosioca koje se po osnovu ovog Ugovora prenose na Društvo sticaoca sadržan je u Prilogu 1 koji čini sastavni deo ovog Ugovora.

Celokupna imovina i obaveze Društva prenosioca prelaze na Društvo sticaoca danom upisa Pripajanja u Registar privrednih subjekata kod Agencije za privredne registre.

**Prestanak poslovnih aktivnosti Društva  
prenosioca**

**Član 5.**

Poslovne aktivnosti Društva prenosioca prestaju danom upisa Pripajanja u registar kod Agencije za privredne registre.

Sve poslovne transakcije Društva prenosioca posle datuma navedenog u stavu 1 ovog člana smatraće se poslovnim transakcijama Društva sticaoca. Društvo prenosioc dužno je da svoje ugovarače obavesti o tome prilikom zaključenja ugovora, kao i da obavesti o pripajanju sva lica sa kojima je Društvo prenosioc bilo u pravnom odnosu.

Transakcije Društva prenosioca smatraće se računovodstvenim transakcijama obavljenim u ime Društva sticaoca od dana upisa Pripajanja u Registar privrednih subjekata kod Agencije za privredne subjekte.

**Marking of the value of the assets and  
the amount of liabilities of the transferor  
Company**

**Article 4.**

The value of the property and the amount of liabilities of the Transferor Company that are transferred to the Acquiring Company as of October 31, 2022. years are:

- The value of the assets of the transferor company amounts to 119.756.220,96 RSD,
- The value of the liabilities of the Transferor Company amounts to 31.246.432,06 RSD

A more detailed description of the assets and liabilities of the Transferor Company that are transferred to the Acquiring Company based on this Agreement is contained in Appendix 1, which forms an integral part of this Agreement.

The entire assets and liabilities of the Transferring Company are transferred to the Acquiring Company on the day of entry of the Merger in the Register of Business Entities at the Agency for Business Registers.

**Termination of business activities of the  
Transferor Company**

**Article 5.**

The business activities of the Transferor Company shall cease on the date of entry of the Merger in the register at the Agency for Business Registers.

All business transactions of the transferor company after the date specified in paragraph 1 of this article shall be considered business transactions of the acquiring company. The transferor company is obliged to inform its contractors about this when concluding the contract, as well as to inform about the merger all persons with whom the transferor company had a legal relationship.

Transactions of the Transferring Company will be considered accounting transactions performed on behalf of the Acquiring Company from the date of entry of the

**Prava organa upravljanja kod Društva prenosioca**

**Član 6.**

Danom upisa Pripajanja u Registar privrednih subjekata kod Agencije za privredne registre prestaje funkcija direktora direktoru Društva prenosioca, kao i sva punomoćja koja su data u vezi sa radom Društva prenosioca.

Direktoru Društva prenosioca ne pripada nikakva naknada zbog prestanka funkcije pre vremena sa čime se saglasio potpisivanjem ovog Ugovora.

**Organi upravnja Društva sticaoca**

**Član 7.**

Pripajanje ne utiče na broj i sastav organa upravljanja Društva sticaoca, tako da se neće vršiti bilo kakve promene u istim.

**Prava zaposlenih**

**Član 8.**

Društvo sticalac kao poslodavac sledbenik preuzima od poslodavca prethodnika opšti akt i sve ugovore o radu koji važe na dan promene poslodavca.

Društvo prenosilac kao poslodavac prethodnik dužan je da poslodavca sledbenika potpuno i istinito obavesti o pravima i obavezama iz opšteg akta i ugovora o radu koji se prenose.

Društvo prenosilac kao poslodavac prethodnik obavestio je zaposlene o prenošenju ugovora o radu na Društvo sticaoca kao poslodavca sledbenika pismenim putem nakon objave nacрта ovog Ugovora kod Agencije za privredne registre.

Merger in the Company Register at the Serbian Business Registers Agency.

**Rights of the management body at the Transferor Company**

**Article 6.**

On the day of registration of the Merger in the Serbian Business Registers Agency, the position of director to the director of the Transferor company ceases, as well as all powers of attorney given in connection with the work of the Transferor company.

The Managing director of the Transferor Company is not entitled to any compensation due to premature termination of office, which he agreed to by signing this Agreement.

**Management bodies of the Acquiring Company**

**Article 7.**

The merger does not affect the number and composition of the management bodies of the acquiring Company, so no changes will be made in them.

**Employee rights**

**Article 8.**

The acquiring company, as the successor employer, takes over from the predecessor employer the general act and all employment contracts valid on the day of the change of employer.

The transferor company, as the predecessor employer, is obliged to fully and truthfully inform the successor employer about the rights and obligations from the general act and employment contract that are being transferred.

The Transferor company as the predecessor employer informed the employees about the transfer of the employment contract to the Acquiring company as the successor employer in writing after the publication of the draft of this Agreement at the Serbian Business Registers Agency.

Spisak zaposlenih koji prihvataju da nastave rad kod Društva sticaoca kao poslodavca sledbenika sadržan je u Prilogu 2 koji čini sastavni deo ovog Ugovora.

Društvo prenosilac potvrđuje da su sve dospele obaveze zaposlenih do dana overe Ugovora izmirene u celosti.

#### **Član 9.**

Nacrt ovog Ugovora Društvo sticalac i Društvo prenosilac su dostavili Agenciji za privredne registre radi objavljivanja na internet stranici Registra privrednih subjekata najkasnije mesec dana pre dana održavanja sednice skupštine društva prenosica na kojoj je doneta odluka o statusnoj promeni (pripajanju).

Poverioci Društva prenosioca imaju ista prava kao i poverioci Društva sticaoca.

Poverioci čija potraživanja iznose najmanje 2.000.000,00 RSD ili u navedenoj protivvrednosti bilo koje valute po srednjem kursu NBS na dan objave iz odredbe člana 495 Zakona pisanim obaveštenjem treba da budu obavešteni o sprovođenju statusne promene najkasnije 30 dana pre održavanja sednice Skupštine na kojoj se donosi odluka o statusnoj promeni. Ugovorne strane saglasno konstatuju da Društvo prenosilac nema registrovane poverioce sa potraživanjama u prethodno navedenom iznosu.

#### **Preuzimanje prava i obaveza**

#### **Član 10.**

Danom upisa Pripajanja u Registar privrednih subjekata kod Agencije za privredne registre prava i obaveze Društva prenosioca prelaze na Društvo sticaoca.

Novčana sredstva Društva prenosioca koja se zateknu na poslovnim računima kod banaka biće preneti na Društvo sticaoca uplatom na račun Društva sticaoca u trenutku gašenja tih računa, a na osnovu ovog Ugovora.

The list of employees who agree to continue working for the Acquiring Company as a successor employer, is contained in Appendix , which is an integral part of this Agreement.

The Transferor company confirms that all due obligations of the employees have been settled in full by the date of certification of the Agreement.

#### **Article 9.**

The draft of this Agreement was submitted by the Acquiring Company and the Transferring Company to the Serbian Business Registers Agency for publication on the website of the Company Register no later than one month before the date of the meeting of the transferring company's assembly at which the decision on status change (merger) was made.

Creditors of the transferring company have the same rights as creditors of the Acquiring company.

Creditors whose claims amount to at least RSD 2,000,000.00 or in the stated equivalent value of any currency at the middle exchange rate of the NBS on the day of the announcement from the provisions of Article 495 of the Law should be notified by written notice of the implementation of the status change no later than 30 days before the Assembly session at which makes a decision on status change. The contracting parties agree that the Transferor company has no registered creditors with claims in the aforementioned amount.

#### **Assumption of rights and obligations**

#### **Article 10.**

On the day of registration of the Merger in the Company Register at the Serbian Business Registers Agency, the rights and obligations of the transferring Company are transferred to the Acquiring Company.

Funds of the Transferor Company found in business accounts with banks will be transferred to the Acquiring Company by payment to the account of the Acquiring Company in advance of closing those accounts, based on this Agreement.

Pravo svojine na pokretnim stvarima prenosi se na Društvo sticaoca u trenutku predaje stvari u državinu Društva sticaoca i prenosom računovodstvenog stanja Društva prenosioca sa danom njegovog brisanja.

Druga prava prenose se na odgovarajući način propisan za prenos te vrste prava.

Jednostrane izjave volje koje je pre Pripajanja dalo Društvo prenosilac ostaju na snazi do isteka vremena važenja i proizvode pravno dejstvo prema Društvu sticaocu kao da ih je ono dalo.

Jednostrane izjave volje koje su pre Pripajanja date u korist Društva prenosioca koriste Društvu sticaocu, osim ako su date s obzirom na svojstva Društva prenosioca a davalac izjave ne prihvata da umesto Društva prenosioca izjava koristi Društvu sticaocu.

Moment prelaska prava i obaveza ne utiče na obavezu odvojenog upravljanja imovinom i odvojenog iskazivanja rezultata poslovanja predviđenu ovim Ugovorom.

Uzajamna potraživanja između Ugovornih strana koja još nisu namirena, gase se usled sjedinjavanja dužnika i poverioca u istom licu.

## **Sprovođenje ovog Ugovora**

### **Član 11.**

Po zaključenju ovog Ugovora, direktori Ugovornih strana podneće registracionu prijavu Agenciji za privredne registre radi upisa prestanka Društva prenosioca, Pripajanja i promena koje su nastupile usled Pripajanja kod Društva sticaoca.

Prijava iz stava 1 ovog člana biće podneta u roku od 30 dana od dana zaključenja ovog Ugovora.

The right of ownership of movable property is transferred to the Acquiring Company at the moment of handing over the property to the Acquiring Company's state and by transferring the accounting balance of the Transferring Company with the date of its deletion.

Other rights are transferred in the appropriate manner prescribed for the transfer of that type of right.

Unilateral declarations of will made by the Transferring Company prior to the Merger shall remain in force until the expiry of their validity period and produce legal effects towards the Acquiring Company as if they had been issued by the Transferring Company.

Unilateral declarations of will made before the Merger in favor of the Transferor Company benefit the Acquiring Company, unless they were given with regard to the properties of the Transferor Company and the person giving the declaration does not accept that the declaration benefits the Acquiring Company instead of the Transferor Company.

The moment of transfer of rights and obligations does not affect the obligation of separate asset management and separate reporting of business results provided for in this Agreement.

Mutual claims between the Contracting Parties that have not yet been settled are extinguished due to the merger of the debtor and the creditor in the same person.

## **Enforcement of this Agreement**

### **Article 11.**

After the conclusion of this Agreement, the directors of the Contracting Parties will submit a registration application to the Agency for Business Registers for the purpose of registering the termination of the transferor Company, the Merger and the changes that occurred because of the Merger with the acquiring Company.

The application from paragraph 1 of this article will be submitted within 30 days from the date of conclusion of this Agreement.

## Popis imovine

### Član 12.

U roku od 30 dana od dana upisa promene u Registar privrednih subjekata kod Agencije za privredne registre izvršiće se popis imovine Ugovornih strana i sravnjenje tako utvrdjenog stanja sa stanjem u poslovnim knjigama.

## Sudski i drugi postupci

### Član 13.

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, postupak nastaviti Društvo sticalac.

## Izmene osnivačkog akta Društva sticaoca

### Član 14.

S obzirom da izvršenim Pripajanjem ne dolazi do promena u Osnivačkom aktu Društva sticaoca isti ostaje na snazi i posle Pripajanja.

Sve što u osnivačkom aktu nije u suprotnosti sa ovim Ugovorom ostaje na snazi i posle Pripajanja.

## Prilozi koji čine sastavni deo ovog Ugovora

### Član 15.

Sastavni deo ovog Ugovora čini:

- Opis imovine i obaveza Društva prenosioca (Prilog 1)



## Inventory of property

### Article 12.

Within 30 days from the date of entry of the change in the Company Register at the Serbian Business Registers Agency, an inventory of the assets of the Contracting Parties and reconciliation of the thus determined state with the state in the business books will be carried out.

## Court and other proceedings

### Article 13.

The Director of the Acquiring Company will inform the courts and other authorities before which proceedings are conducted in which the Transferring Company is a party to the proceedings, that it has ceased to exist, and that in proceedings where this is allowed, the proceeding will be continued by the Acquiring Company.

## Amendments to the founding act of the Acquiring Company

### Article 14.

Given that the Merger does not result in changes to the Founding Act of the acquiring Company, it remains in force even after the Merger.

Everything in the articles of incorporation that is not inconsistent with this Agreement shall remain in force after the Merger.

## Attachments that form an integral part of this Agreement

### Article 15.

An integral part of this Agreement consists of:

- Description of assets and liabilities of the Transferor Company (Appendix 1)





**Prelazne i završne odredbe**

**Član 16.**

Ovaj Ugovor overava se u skladu sa zakonom kojim se uređuje overa potpisa.

Ugovor je zaključen u 6 (šest) istovetnih primeraka od kojih po 1 (jedan) primerak za svaku Ugovornu stranu, 1 (jedan) primerak za javnog beležnika, a ostali za potrebe prijavljivanja promene kod Agencije za privredne registre i drugih državnih organa i organizacija.

**Član 17.**

Na prava i obaveze Ugovornih strana koja nisu uređena ovim Ugovorom, primenjuju se odredbe Zakona i drugih propisa Republike Srbije.

Sve izmene i dopune ovog Ugovora punovažne su ukoliko su sačinjene u pisanoj formi i potpisane i overene od strane obe Ugovorne strane.

Eventualne sporove Ugovorne strane rešavaće sporazumno, a u slučaju spora ugovara se nadležnost Privrednog suda u Beogradu.

**Transitional and final provisions**

**Article 16.**

This Agreement is certified in accordance with the law governing the certification of signatures.

The contract was concluded in 6 (six) identical copies, of which 1 (one) copy for each Contracting Party, 1 (one) copy for the notary public, and the rest for the purposes of reporting changes to the Agency for Economic Registers and other state bodies and organizations.

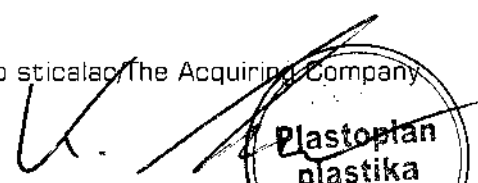
**Article 17.**

The provisions of the Law and other regulations of the Republic of Serbia apply to the rights and obligations of the Contracting Parties that are not regulated by this Agreement.

All amendments and additions to this Agreement are valid if they are made in writing and signed and certified by both Contracting Parties.

Any disputes between the Contracting Parties will be resolved by agreement, and in the event of a dispute, the jurisdiction of the Commercial Court in Belgrade is agreed upon.

Društvo sticalac/The Acquiring Company

  
Direktor/Director Arnold Kai David



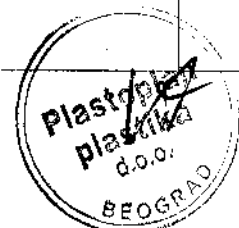
Društvo prenosilac/The Transferring Company

  
Direktor/Director Miroslav Milošević

**Prilog 1 /Appendix 1**

Vrednosti imovine i obaveza društva prenosioca / Values of the transferor company assets and liabilities

Vrednost imovine društva prenosioca/Value of the transferor company assets				
RAČUN	NAZIV RAČUNA/Account name		Saldo/Balance	
			Duguje	Potražuje
023	POSTROJENJA I OPREMA	Plant and equipment	6.171.709,16	
132	ROBA U PROMETU NA VELIKO	Wholesale merchandise	47.448.479,82	
152	PLACENI AVANSI ZA ROBU U ZEMLJI	Advances paid for goods - domestic	12.205,00	
154	PLACENI AVANSI ZA USLUGE U ZEMLJI	Advances paid for services - domestic	327.246,27	
204	KUPCI U ZEMLJI	Trade receivables - domestic third party	56.476.810,85	
205	KUPCI U INOSTRANSTVU	Trade receivables - foreign third party	119.160,00	
222	POTRAZIVANJA OD DRZAVNIH ORGANA I ORGANIZACIJA-CARINA	Receivables from customs	18.691,73	
223	POTRAZIVANJA ZA VISE PLACENI POREZ NA DOBITAK	Receivables for prepaid income tax	149.762,16	
224	POTRAZIVANJA PO OSNOVU PREPLACENIH OSTALIH POREZA I DOPRINOSA-PDV PO UVOZU	Receivables for other taxes and contributions prepaid	150.086,50	
241	TEKUCI (POSLOVNI) RACUNI	Bank accounts - Dinars	2.071.193,69	
243	BLAGAJNA	Cash in hand	13.351,94	
244	DEVIZNI RACUN	Bank accounts - foreign currency	721.095,73	
270	POREZ NA DODATU VREDNOST U PRIMLJENIM RACUNIMA (FAKTURAMA) PO OPSTOJ STOPI OD (osim	VAT in incoming invoices - general tax rate (except advances paid)	79.891,72	
272	POREZ NA DODATU VREDNOST U DATIM AVANSIMA PO OPSTOJ STOPI	VAT in advances paid - general tax rate	54.541,04	
274	POREZ NA DODATU VREDNOST PLACEN PRI UVOZU DOBARA PO OPSTOJ STOPI	VAT paid for import of goods - general tax rate	3.375.898,00	
279	POTRAZIVANJA ZA VISE PLACENI POREZ NA DODATU VREDNOST	Receivables for prepaid VAT	2.118.099,47	
280	UNAPRED PLACENI TROSKOVI	Prepaid costs	383,74	
288	ODLOZENA PORESKA SREDSTVA	Deferred tax assets	125.789,65	
289	OSTALA AKTIVNA VREMENSKA RAZGRANICENJA	Other accruals	321.824,49	



Vrednost obaveza društva prenosioca/Value of the transferor company liabilities				
RACUN	NAZIV RACUNA/Account name		Saldo/Balance	
			Duguje	Potražuje
416	OBAVEZE PO OSNOVU FINANSIJSKOG LIZINGA	Liabilities for financial lease		1.659.823,73
430	PRIMLJENI AVANSI, DEPOZITI I KAUCIJE	Received advances, deposits and caution money		1.775.380,00
435	DOBAVLJACI U ZEMLJI	Trade payables - domestic		874.041,59
436	DOBAVLJACI U INOSTRANSTVU	Trade payables - foreign		22.517.846,85
463	OBAVEZE PREMA ZAPOSLENIMA	Liabilities to employees		32.605,68
469	OSTALE OBAVEZE- ČLANARINA PKS	Other liabilities		101.136,00
470	OBAVEZE ZA POREZ NA DODATU VREDNOST PO IZDATIM RACUNIMA PO OPSTOJ STOPI (OSIM PRIML	Liabilities for VAT in outgoing invoices - general tax rate (except advances received)		4.141.431,50
472	OBAVEZE ZA POREZ NA DODATU VREDNOST PO PRIMLJENIM AVANSIMA PO OPSTOJ STOPI	Liabilities for VAT in advances received - general tax rate		89.616,67
499	OSTALA PASIVNA VREMENSKA RAZGRANICENJA	Other accruals and deferred income		54.541,04
<b>UKUPNO/Total (RSD) :</b>			<b>119.756.220,96</b>	<b>31.246.423,06</b>

A large, stylized handwritten signature in black ink is written over a circular stamp. The stamp contains some illegible text and a central emblem.



**Prilog 2 /Appendix 2**

Spisak zaposlenih koji prihvataju da nastave rad kod Društva sticaoaca kao poslodavca sledbenika /  
The list of employees who agree to continue working for the Acquiring Company as a successor  
employer

1 - ALEKSANDAR MILOŠEVIĆ - JMBG 2311963710464

