

**NACRT
UGOVORA O PRIPAJANJU**

Ovaj Ugovor o pripajanju („**Ugovor**“) zaključen je dana [unijeti] 2018. godine, između sljedećih ugovornih strana:

1. **AKCIONARSKO DRUŠTVO „BANJALUČKA PIVARA“ BANJA LUKA**, sa registrovanim sjedištem na adresi Slatinska br. 8, Banjaluka, registrovano kod Okružnog privrednog suda u Banjaluci, MB broj 01041886 („**Banjalučka pivara**“); i
2. **Društvo sa ograničenom odgovornošću DRAFT Banjaluka**, sa registrovanim sjedištem na adresi Sime Šolaje 1, Banjaluka, registrovano kod Okružnog privrednog suda u Banjaluci, MB broj 11152635 („**DRAFT**“);

(Banjalučka pivara i DRAFT će zajedno biti označavani kao „**ugovorne strane**“, a pojedinačno kao „**ugovorna strana**“)

UGOVORNE STRANE SAGLASNO KONSTATUJU SLJEDEĆE:

- a. Da je **Altima UK Value Investments Limited**, sa registrovanim sjedištem na adresi 89 Nexus way, Camana bay, Veliki Kajman, KY1-9007, Kajmanska ostrva, registrovano kod nadležnog registra Kajmanskih ostrva pod registracionim brojem 139986 („**AUKVIL**“) jedini član DRAFT-a i da ima 100% udjela u DRAFT-u.
- b. Da su DRAFT, AUKVIL i Banjalučka pivara akcionari Banjalučke pivare sa učešćem od 99,997345% u osnovnom kapitalu Banjalučke pivare i da je osnovni kapital Banjalučke pivare podijeljen na:
 - (i) 20.775.188 običnih akcija klase „A“, („**obične akcije**“) sa nominalnom vrijednošću od 1,00 KM po običnoj akciji;
 - (ii) 1.524.812 prioriternih, participativno-kumulativnih akcija klase „B“ („**prioritetne akcije**“) sa nominalnom vrijednošću od 1,00 KM po prioriternoj akciji.
- c. Da je DRAFT vlasnik 18.658.935 običnih akcija, AUKVIL vlasnik 1.178.063 običnih akcija i 1.524.812 prioriternih akcija i Banjalučka pivara vlasnik 937.598 običnih, sopstvenih akcija. Preostale 592 akcije, što čini 0,002655% učešća u osnovnom kapitalu Banjalučke pivare, su u

**DRAFT
MERGER AGREEMENT**

This Merger Agreement (the „**Agreement**“) is entered into on [insert] 2018, between the following parties:

1. **JOINT STOCK COMPANY “BANJALUČKA PIVARA” BANJALUKA**, with its registered seat at the address Slatinska 8, Banjaluka registered with the Banjaluka District Commercial Court under corporate identification number 01041886 (the „**Brewery**“); and
2. **Limited Liability Company DRAFT Banjaluka** with its registered seat at the address Sime Solaje 1, Banjaluka registered with the Banjaluka District Commercial Court under corporate identification number 11152635 („**DRAFT**“);

(the Brewery and DRAFT will jointly be referred to as the „**Parties**“, and individually as the „**Party**“)

THE PARTIES MUTUALLY ACKNOWLEDGE THE FOLLOWING:

- a. **Altima UK Value Investments Limited.**, with its registered seat at the address 89 Nexus way, Camana bay, Grand Cayman, KY1-9007, Cayman Islands, registered with the Cayman Islands' competent registry under corporate identification number 139986 („**AUKVIL**“) is a sole shareholder of DRAFT holding 100% share in DRAFT.
- b. DRAFT, AUKVIL and the Brewery are the shareholders of the Brewery, with 99.997345% of share capital in the Brewery, and the share capital of the Brewery is divided to:
 - (i) 20,775,188 ordinary shares, class “A” (the „**Ordinary Shares**“) with nominal value of BAM 1.00 per Ordinary Share; and
 - (ii) 1,524,812 priority, participatory-cumulative shares, class “B”, (the „**Preference Shares**“), with nominal value BAM 1.00 per Preference Share.
- c. DRAFT is a holder of 18,658,935 Ordinary Shares, and AUKVIL is a holder of 1,178,063 of Ordinary Shares and 1,524,812 of Preference Shares, and the Brewery is a holder of 937,598 Ordinary, treasury shares. The remaining 592 shares, which constitute 0.002655% of the share

postupku prenosa akcija manjinskih akcionara na otkupioaca, koji je sproveden na osnovu člana 438 stav 1 i 3 ZPD, te, shodno Rješenju Okružnog privrednog suda u Banjaluci broj 057-0-Reg-17-001473 od dana 4. avgusta 2017. godine, prenesene na AUKVIL kao otkupioaca, ali se kod Centralnog registra hartija od vrijednosti još uvijek vode kao vlasništvo manjinskog akcionara, jer su navedene akcije predmet založnog prava, usljed čega njihov prenos na vlasnički račun AUKVIL-a nije moguć dok se založno pravo ne oslobodi, shodno podzakonskim aktima Centralnog registra.

capital of the Brewery, have been subject to the squeeze out process, which process has been conducted in accordance with the Article 438 Para 1 and 3 of the CL, and according to the Banjaluka District Commercial Court Decision number 057-0-Reg-17-001473 dated 4 August 2017 transferred to AUKVIL as purchaser, but are still kept on the proprietary account of the minority shareholder with Central Securities Register, since the aforementioned shares are subject to pledge, which is why their transfer to the AUKVIL's proprietary account is not possible until the pledge is released, in accordance with the bylaws of Central Securities Registry.

d. Da je AUKVIL, kao jedini član DRAFT-a, u vršenju funkcije Skupštine DRAFT-a, dana [unijeti] 2018. godine, donio Odluku o odobravanju spajanja uz pripajanje u cilju pripajanja DRAFT-a Banjalučkoj pivari, kojom odlukom je usvojen ovaj Ugovor.

d. AUKVIL, as the sole shareholder of DRAFT, acting in capacity of the Shareholders' Meeting of DRAFT, enacted decision on approving the merger on [insert], for the purpose of the merger of DRAFT with the Brewery, by which decision this Agreement was adopted.

e. Da je Skupština akcionara Banjalučke pivare, dana [unijeti] 2018. godine, donijela odluku o odobravanju spajanja uz pripajanje u cilju pripajanja DRAFT-a Banjalučkoj pivari, kojom je usvojen ovaj Ugovor.

e. The Shareholders' Meeting of the Brewery, enacted decision on approving the merger on [insert], for the purpose of merger of DRAFT with the Brewery, by which decision this Agreement was adopted.

f. Da Ugovorne strane sprovode pripajanje DRAFT-a Banjalučkoj pivari u skladu sa odredbama Zakona o privrednim društvima Republike Srpske („Službeni glasnik Republike Srpske“, br. 127/08, 58/09, 100/11, 67/13 i 100/17) („Zakon“) i ostalim propisima, koji regulišu ovu materiju.

f. The Parties undertake merger of DRAFT with the Brewery in accordance with the provisions of the Company Law of the Republic of Srpska (“Official Gazette of the Republic of Srpska”, nos. 127/08, 58/09, 100/11, 67/13 i 100/17) (the “Law”) as well as with the other provisions governing the subject matter.

IMAJUĆI U VIDU GORENAVEDENO, UGOVORNE STRANE SU SE DOGOVORILE KAKO SLIJEDI:

BEARING IN MIND THE ABOVE STATED, THE PARTIES AGREED AS FOLLOWS:

1. PREDMET UGOVORA, CILJ I USLOVI SPAJANJA UZ PRIPAJANJE

1. SUBJECT OF THE AGREEMENT, OBJECTIVE AND TERMS OF MERGER

1.1. Predmet ovog Ugovora je statusna promjena spajanja uz pripajanje DRAFT-a Banjalučkoj pivari („pripajanje“), koja se vrši tako što DRAFT prenosi cijelu svoju imovinu i obaveze na Banjalučku pivaru, u skladu sa uslovima utvrđenim u ovom Ugovoru, čime DRAFT prestaje da postoji bez sprovođenja postupka likvidacije od momenta registracije pripajanja u Registru poslovnih subjekata kod Okružnog privrednog suda u Banjaluci, dok Banjalučka pivara nastavlja da posluje pod istim poslovnim imenom, sjedištem i pretežnom djelatnošću, a sve u skladu sa odredbama ovog Ugovora i Zakona.

1.1. Subject of this Agreement is the status change of merger of DRAFT with The Brewery (the “Merger”) which is to be executed by transferring all assets and obligations of DRAFT to the Brewery, in accordance with terms envisaged under this Agreement, based on which DRAFT 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 the Banjaluka District Commercial Court, while the Brewery continues to operate under the same business name, seat and core activity, all in accordance with the provisions of this Agreement and the Law.

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| <p>1.2. Cilj pripajanja je optimizacija korporativne strukture društava, koja učestvuju u statusnoj promjeni u skladu sa odredbama Zakona i ovog Ugovora.</p> | <p>1.2. Objective of the Merger is optimization of the corporate structure of the companies participating in the status change in accordance with the Law and this Agreement.</p> |
| <p>2. POSLJEDICE PRIPAJANJA NA OSNOVNI KAPITAL</p> | <p>2. IMPLICATIONS OF THE MERGER TO THE SHARE CAPITAL</p> |
| <p>2.1. Ukupni upisani i uplaćeni osnovni kapital Banjalučke pivare prije pripajanja iznosi 22.300.000,00 KM.</p> | <p>2.1. Total registered and paid-in share capital of the Brewery before the Merger amounts to BAM 22,300,000.00.</p> |
| <p>2.2. Ukupni upisani i uplaćeni osnovni kapital DRAFT-a prije pripajanja iznosi 9.779,15 KM i čini ga jedan udio u vlasništvu AUKVIL-a .</p> | <p>2.2. Total registered and paid-in share capital of DRAFT before the Merger amounts to BAM 9.779,15. The sole shareholder of DRAFT is AUKVIL.</p> |
| <p>2.3. Imajući u vidu odredbe člana 384 Zakona (povećanje osnovnog kapitala i zabrana stvaranja prividnog kapitala), Banjalučka pivara neće povećati svoj osnovni kapital kao rezultat pripajanja po osnovu akcija, koje DRAFT ima u Banjalučkoj pivari.</p> | <p>2.3. Bearing in mind provisions of the Articles 384 of the Law (increase of the share capital and prohibition of creation of “phantom-capital”), the Brewery will not increase its share capital as a result of the Merger based on shares held by DRAFT in the Brewery.</p> |
| <p>2.4. U skladu sa članom 384 stav 2 Zakona, akcije, koje DRAFT ima u Banjalučkoj pivari, postaju sopstvene akcije Banjalučke pivare („sopstvene akcije“) nakon registracije pripajanja kod Okružnog privrednog suda u Banjaluci.</p> | <p>2.4. Pursuant to the Article 384 Paragraph 2 of the Law, shares of DRAFT in the Brewery will become treasury shares (“Treasury Shares”) of the Brewery after Registration of the Merger before Banjaluka District Commercial Court.</p> |
| <p>2.5. Dodatno, osnovni kapital Banjalučke pivare neće se povećati, zato što je DRAFT, kao društvo, koje prestaje pripajanjem, iskazalo gubitak iznad kapitala, odnosno obaveze DRAFT-a su veće od imovine DRAFT-a.</p> | <p>2.5. In addition, share capital of Banjalučka pivara shall not be increased, because DRAFT, as the company that ceases to exist, declared a loss above its capital, i.e. obligations of DRAFT are higher than its assets.</p> |
| <p>2.6. Shodno navedenom, osnovni kapital Banjalučke pivare nakon registracije pripajanja ostaće neizmijenjen i iznosiće 22.300.000,00 KM.</p> | <p>2.6. Accordingly, share capital of the Brewery after registration of the Merger, shall remain unchanged and shall amount BAM 22,300,000.00.</p> |
| <p>2.7. Kako neće doći do povećanja osnovnog kapitala Banjalučke pivare, neće doći ni do izmjene osnivačkog akta, odnosno statuta Banjalučke pivare.</p> | <p>2.7. Since there will be no increase of the share capital, there will be no amendments of the Articles of Association, i.e. the Statute of the Brewery.</p> |
| <p>3. PODACI O ZAMJENI AKCIJA</p> | <p>3. INFORMATION ON SHARES EXCHANGE</p> |
| <p>3.1. Kao što je navedeno gore, na osnovu ovog Ugovora, sve akcije, koje DRAFT ima prije pripajanja u Banjalučkoj pivari, postaće sopstvene akcije Banjalučke pivare.</p> | <p>3.1. As stated above, based on this Agreement, all shares held by DRAFT in the Brewery before the Merger will become treasury shares of the Brewery.</p> |
| <p>3.2. S obzirom da će Banjalučka pivara sa sopstvenim akcijama postupiti shodno članu 219 stav 3 Zakona, Banjalučka pivara neće AUKVIL-u, kao jedinom vlasniku DRAFT-a ,u zamjenu izdati svoje akcije, niti izvršiti bilo kakvu novčanu isplatu.</p> | <p>3.2. The Brewery will treat the Treasury Shares in accordance with Article 219 Paragraph 3 of the Law, thus the Brewery shall not issue any shares nor perform any monetary compensation to AUKVIL, as sole shareholder of DRAFT.</p> |

- 3.3. Kako nema povećanja vrijednosti osnovnog kapitala Banjalučke pivare zbog iskazanog negativnog kapitala DRAFT-a, zamjena udjela, koje AUKVIL ima u DRAFT-u za akcije Banjalučke pivare se ne obračunava, odnosno Banjalučka pivara neće emitovati dodatne akcije AUKVIL-u u zamjenu za udjele koje AUKVIL ima u DRAFT-u.
- 3.4. Ugovorne strane saglasno konstatuju da će, nakon registracije pripajanja, svi akcionari Banjalučke pivare imati ona prava i obaveze, koje su propisane Zakonom i Statutom Banjalučke pivare.
- 4. NAČIN PRENOSA IMOVINE I OBAVEZA NA BANJALUČKU PIVARU**
- 4.1. Sva imovina i obaveze DRAFT-a se prenose na Banjalučku pivaru, u skladu sa knjigovodstvenom metodom, i to na sljedeći način:
- na prenos akcija, koje DRAFT ima u Banjalučkoj pivari, se primjenjuju odredbe člana 2.4, 3.1 i 3.2 ovog Ugovora i član 284 stav 2 Zakona, te ovaj Ugovor i pripajanje predstavljaju osnov za i dovode do sticanja sopstvenih akcija od strane Banjalučke pivare;
 - novčana sredstva DRAFT-a na poslovnim računima kod banaka prenijete se sa stanjem na dan zatvaranja računa na poslovne račune Banjalučke pivare, uz obavljanje potrebnih formalnosti kod odgovarajuće banke;
 - sva prava, obaveze, odgovornosti i pogodnosti iz ugovora sa trećim licima, koje je zaključio DRAFT, koji nisu u potpunosti izvršeni i predstavljaju osnov prava i obaveza za DRAFT, prelaze na Banjalučku pivaru, koja stupa u navedene ugovore na mjesto DRAFT-a;
 - sva prava DRAFT-a, uključujući bez ograničenja bilo koja i sva potraživanja, primanja, depozite kod banaka ili drugih finansijskih institucija, ostala slična prava na primanja u novcu, unaprijed plaćene poslove ili druge troškove, poreske olakšice, kao i bilo koja i sva prava DRAFT-a da zahtijevaju na dug li kratak rok, plaćanja, naknade ili naplatu bilo kog potraživanja, koje može imati prema bilo kojoj trećoj strani ili ispunjenje ili izvršenje bilo kog nenovčanog potraživanja bilo koje treće strane, biće prenijeta na Banjalučku
- 3.3. As there is no increase of the Brewery's share capital, for DRAFT's declared negative capital, exchange of share held by AUKVIL in DRAFT for shares of the Brewery shall not be calculated, i.e. the Brewery shall not issue additional shares to AUKVIL in exchange for share AUKVIL holds in DRAFT.
- 3.4. The Parties mutually acknowledge that after registration of the Merger, all shareholders of the Brewery shall have the rights and obligations prescribed by the Law and by the Statute of the Brewery.
- 4. WAY OF TRANSFER OF ASSETS AND OBLIGATIONS TO THE BREWERY**
- 4.1. All assets and liabilities of DRAFT are being transferred to the Brewery at book value as follows:
- Articles 2.4, 3.1 and 3.2 of this Agreement and Article 284 Paragraph 2 of the Law are applied to the transfer of the shares owned by DRAFT in the Brewery, and therefore this Agreement and the Merger represent the ground and result in acquisition of the Treasury shares in the Brewery by the Brewery;
 - monetary funds of DRAFT held at business accounts with banks shall be transferred as at the date of the closing of the accounts to the business accounts of the Brewery, by fulfilling all necessary formalities with the relevant bank;
 - all rights, obligations, liabilities and benefits from the agreements entered by DRAFT with third parties, which are not fulfilled and represent ground for rights and obligations for DRAFT, are being transferred to the Brewery who shall enter into mentioned agreements in the place of DRAFT;
 - all rights of DRAFT, including but not limited to any and all claims, receivables, deposits with banks or other financial institutions, other cash equivalents, inventories, prepaid business and other expenses, tax benefits, as well as any and all other rights or entitlements of DRAFT 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 the Brewery, by fulfilling all

pivaru, obavljanjem potrebnih formalnosti kod nadležnih organa;

- sva međusobna potraživanja, ugovori, prava i obaveze između Ugovornih strana prestaju da postoje, iz razloga pripajanja društava u jedno lice;
- svi dugovi, obaveze i ostale odgovornosti DRAFT-a prema bilo kojoj trećoj strani, uključujući, bez ograničenja, povjerioce i saugovarače iz ugovora, koje je DRAFT zaključio, kao i pripadajuće fiskalne obaveze DRAFT-a, koje DRAFT dužuje bilo kom povjericu sa javnim ovlaštenjima, kao i bilo koji zajmovi sa povezanim licima, biće takođe prenijeti na Banjalučku pivaru po sili zakona;
- prava trećih lica, kao što je zaloga ili drugo pravo, kojima se ograničava svojina na akcijama DRAFT-a, prelaze na sopstvene akcije Banjalučke pivare, preduzimanjem odgovarajućih pravnih radnji kod nadležnih organa u skladu sa važećim propisima.

necessary formalities with the competent authorities;

- all mutual outstanding claims, contracts, rights and obligations between the Parties shall cease to exist, due to merger of the companies into one entity;
- all debts, obligations and other liabilities of DRAFT towards any third parties, including but not limited to commercial creditors, counterparties from the applicable commercial agreements DRAFT has entered into, as well as towards any state creditor on the ground of public revenues, and any intragroup loans payable by DRAFT, shall be transferred to the Brewery based on the operation of the law.
- third person rights, such as pledge or other right, which rights are limiting the ownership over the shares of DRAFT, shall be transferred to Treasury Shares of the Brewery, by fulfilling necessary legal actions before competent bodies in accordance with applicable provisions.

4.2. DRAFT nema zaposlenih, i usljed toga nema lica zaposlenih u DRAFT-u, čiji se radni odnos nastavlja u Banjalučkoj pivari.

4.3. Funkcija direktora DRAFT-a prestaje nakon registracije Pripajanja i direktor DRAFT-a neće biti imenovan ni na jednu rukovodnu funkciju u okviru Banjalučke pivare.

4.4. Direktor i Upravni odbor Banjalučke pivare, kao i ostali organi upravljanja i odlučivanja, nastavljaju da vrše svoje funkcije u skladu sa svojim mandatima.

4.5. Ne postoje posebne pogodnosti u Banjalučkoj pivari, koje se odobravaju direktoru ili članu upravnog odbora Banjalučke pivare.

5. DAN OBRAČUNA PRIPAJANJA

5.1. Sve transakcije DRAFT-a se, u računovodstvene svrhe, smatraju transakcijama obavljenim u ime Banjalučke pivare od 30. novembra 2017. godine, kao dana obračuna pripajanja.

5.2. Shodno članu 391 Zakona o privrednim društvima, pravne posljedice pripajanja nastupaju od dana registracije pripajanja kod Registra poslovnih subjekata Okružnog privrednog suda u Banjaluci.

4.2. DRAFT has no employees, and therefore there are no persons employed with DRAFT which will continue their work with the Brewery.

4.3. Mandate of director of DRAFT shall expire upon registration of the Merger and director of DRAFT shall not be appointed to any managerial position within the Brewery.

4.4. Director and Board of Directors of the Brewery shall continue to perform their functions in accordance with their mandates.

4.5. There are no special rights in the Brewery which are granted to director of the Brewery or to the members of the Board of Directors.

5. DATE OF THE MERGER CALCULATION

5.1. All transactions of DRAFT, for the accountancy purposes, shall be considered as transactions performed in the name of the Brewery as of 30th November 2017 as Merger Calculation Date.

5.2. In accordance with Article 391 of the Company Law, legal effects of the Merger shall occur as of the date of registration of the Merger before Registry of Business Entities of Banjaluka District Commercial Court.

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| 6. DOKUMENTACIJA U VEZI SA STATUSNOM PROMJENOM | 6. DOCUMENTATION IN RELATION TO THE STATUS CHANGE |
| 6.1. Konstatuje se da je članu i akcionarima društava, koja učestvuju u pripajanju, omogućen u sjedištu društava uvid u akta i dokumente iz člana 380 Zakona. | 6.1. 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 380 of the Law. |
| 7. OSTALA PRAVA I OBAVEZE UGOVORNIH STRANA | 7. OTHER RIGHTS AND LIABILITIES OF THE PARTIES |
| 7.1. Ugovorne strane ovim saglasno potvrđuju da su im poznate sve činjenice od značaja za zaključenje ovog Ugovora i sprovođenje statusne promjene pripajanja, i odriču se prava da preispituju i traže poništenje ovog Ugovora zbog toga što im nisu dostavljena neka dokumenta, koja mogu biti od značaja za sprovođenje pripajanja, ili zbog toga što im ova dokumenta nisu dostavljena u rokovima predviđenim relevantnim propisima. | 7.1. Parties hereby ascertain that they are familiar with all facts which are material to entering into this Agreement and executing of the status change of the Merger, and they waive their rights to review and require termination of this Agreement because they were not provided with any documents that may be relevant to the implementation of the Merger, or because those documents were not provided within the timeframe stipulated by the relevant regulations. |
| 7.2. Ugovorne strane su saglasne da će Banjalučka pivara odgovarati za obaveze DRAFT-a u skladu sa Zakonom. | 7.2. The Parties agree that the Brewery shall be liable for the obligations of DRAFT in accordance with the Law. |
| 8. PRAVA POVJERILACA | 8. THE RIGHTS OF THE CREDITORS |
| 8.1. Pozivaju se povjerioci Ugovornih strana na ostvarivanje svojih prava u skladu sa članom 386 Zakona. | 8.1. The creditors of the Parties are invited to exercise their rights in accordance with Article 386 of the Law. |
| 9. OSTALE ODREDBE | 9. OTHER PROVISIONS |
| 9.1. Ovaj Ugovor stupa na snagu nakon što bude odobren od strane skupština Ugovornih strana u skladu sa Zakonom, i potpisan od strane Ugovornih strana, ili njihovih punomoćnika i potvrđen od strane notara. | 9.1. This Agreement enters into force upon approval by the shareholders meetings of the Parties in accordance with the Law, signing by the Parties or their proxies and certification by the notary public. |
| 9.2. Izmjene i dopune ovog Ugovora vršiće se aneksima Ugovora i činiće njegov sastavni dio i važiće samo ako su sastavljeni u pisanoj formi, propisno potpisani od strane Ugovornih strana. | 9.2. 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. |
| 9.3. Ovaj Ugovor, uz ostalu neophodnu dokumentaciju, predstavlja osnov za upis statusne promjene pripajanja u Registru poslovnih subjekata, koji se vodi kod Okružnog privrednog suda u Banjaluci. | 9.3. This Agreement, along with other necessary documents, represents the ground for registration of status change of merger in the Register of Business Entities held by the Banjaluka District Commercial Court. |
| 9.4. Kao posljedica pripajanja, a na osnovu ovog Ugovora i ostale dokumentacije predviđene propisima, registrovaće se i brisanje DRAFT-a iz Registra poslovnih subjekata, koji se vodi kod Okružnog privrednog suda u Banjaluci. | 9.4. As a result of the Merger, and based on this Agreement and other documents provided under the regulations, the deletion of DRAFT shall be registered with the Register of Business Entities held by Banjaluka District Commercial Court. |

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| 9.5. Na ovaj Ugovor se primjenjuje pravo Republike Srpske. U slučaju bilo kakvog spora, koji nastane iz ili u vezi sa ovim Ugovorom, nadležan je Okružni privredni sud u Banjaluci. | 9.5. This Agreement shall be governed by the law of the Republic of Srpska. Any dispute resulting from or in connection with this Agreement shall be resolved by the District Commercial Court in Banjaluka. |
| 9.6. Ugovorne strane saglasno izjavljuju da ovaj Ugovor predstavlja izraz njihove slobodne i saglasno izražene volje, pa ga potpisuju bez primjedbi. | 9.6. Parties mutually declare that this Agreement represents the expression of their free and mutually expressed will, and they are signing it without any objections. |
| 9.7. Ovaj Ugovor je sačinjen na srpskom i engleskom jeziku. U slučaju nesaglasnosti između verzije na srpskom i verzije na engleskom, tekst na srpskom jeziku će prevladati. | 9.7. This Agreement is made in Serbian and English language. In case of inconsistency between Serbian version and English version, the Serbian version will prevail. |

Za: / For:

AKCIONARSKO DRUŠTVO „BANJALUČKA PIVARA“ BANJA LUKA

[unijeti / insert]

[unijeti / insert]

Za: / For:

DRAFT d.o.o. Banjaluka

[unijeti / insert]