
COMMON DRAFT TERMS OF CROSS-BORDER MERGER BY ACQUISITION

dated 18 April 2016

Kofola ČeskoSlovensko a.s.
as Successor Company

Kofola CS a.s.
as Dissolving Company 1

PINELLI spol. s r.o.
as Dissolving Company 2

Kofola S.A.
as Dissolving Company 3

KOFOLA, holdinška družba d.o.o.
as Dissolving Company 4

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COMMON DRAFT TERMS OF CROSS-BORDER MERGER BY ACQUISITION

1. INTRODUCTORY PROVISIONS; INVOLVED COMPANIES

- 1.1 The Board of Directors of the Successor Company (as defined in para. 1.2 below), the Board of Directors of the Dissolving Company 1 (as defined in para. 1.2 below), the Executives of the Dissolving Company 2 (as defined in para. 1.2 below), the Management Board of the Dissolving Company 3 (as defined in para. 1.2 below) and the Managing Director of the Dissolving Company 4 (as defined in para. 1.2 below) jointly prepared in accordance with the provisions of the Directive 2005/56/EC of the European Parliament and of the Council of 26 October 2005 on cross-border mergers of limited liability companies and the respective domestic provisions of the Involved Companies (as defined in para. 1.2 below), i.e. the provisions on cross-border merger under the laws of the Czech Republic (more specifically relevant provisions of the Act No. 125/2008 Coll., on Mergers of Business Companies and Co-Operatives, as amended (the "**Czech Merger Act**")), the provisions on cross-border merger under the laws of Poland (more specifically articles 516¹ - 516¹⁹ of the Polish Commercial Companies Code dated 15 September 2000, as amended (the "**Polish Companies Act**")), and the provisions on cross-border merger under the laws of Slovenia (more specifically the Companies Act, Official Gazette of the Republic of Slovenia, no 42/06, as amended (the "**Slovene Companies Act**")) these Common Draft Terms of Cross-Border Merger by Acquisition, on the basis of which the Dissolving Company 1, the Dissolving Company 2, the Dissolving Company 3 and the Dissolving Company 4 will be dissolved without conducting their liquidations and their all assets and liabilities will be transferred to the already existing Successor Company under the universal succession (the "**Project**", and the cross-border merger according to this Project as the "**Merger**").
- 1.2 The companies involved in the Merger, their business names, legal forms, registered offices and identification (registration) numbers are as follows:
- (a) **Kofola ČeskoSlovensko a.s.**, a joint-stock company (in Czech: *akciová společnost*) existing under the laws of the Czech Republic, with its registered office at Nad Porubkou 2278/31a, Poruba, 708 00 Ostrava, Czech Republic, Identification No.: 242 61 980, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section B, Insert No.: 10735 (the "**Successor Company**"), as the successor company;
 - (b) **Kofola CS a.s.**, a joint-stock company (in Czech: *akciová společnost*) existing under the laws of the Czech Republic, with its registered office at Nad Porubkou 2278/31a, Poruba, 708 00 Ostrava, Czech Republic, Identification No.: 276 63 001, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section B, Insert No.: 3109 (the "**Dissolving Company 1**"), as a dissolving company;
 - (c) **PINELLI spol. s r.o.**, a limited liability company (in Czech: *společnost s ručením omezeným*) existing under the laws of the Czech Republic, with its registered office at Za Drahou 165/1, Pod Bezručovým vrchem, 794 01 Krnov, Czech Republic, Identification No.: 498 11 908, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert No.: 37942 (the "**Dissolving Company 2**"), as a dissolving company;
 - (d) **Kofola S.A.**, a joint stock company (in Polish: *spółka akcyjna*) existing under the laws of Poland, with its registered office at ul. Wschodnia 5, 99-300 Kutno, Poland, registered in the register of the entrepreneurs of the National

Court Register maintained by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register, under KRS No.: 0000134518, holding REGON No.: 012771739 (the "**Dissolving Company 3**"), as a dissolving company; and

- (e) **KOFOLA, holdinška družba d.o.o.**, a limited liability company (in Slovenian: *družba z omejeno odgovornostjo*) existing under the laws of Slovenia, with its registered office at Boračeva 37, 9252 Radenci, Slovenia, Identification No.: 6744605000, registered in the Commercial Register maintained by the District court in Ljubljana, Slovenia and Agency of the Republic of Slovenia for Public Legal Records and Related Services under no. 2014/55764 (the "**Dissolving Company 4**"), as a dissolving company.

The Successor Company, Dissolving Company 1, Dissolving Company 2, Dissolving Company 3 and Dissolving Company 4 may be hereinafter jointly referred to as the "**Involved Companies**", and each individually as an "**Involved Company**".

The Successor Company, Dissolving Company 1 and Dissolving Company 2 may be hereinafter jointly referred to as the "**Czech Involved Companies**".

The Dissolving Company 1, Dissolving Company 2, Dissolving Company 3 and Dissolving Company 4 may be hereinafter jointly referred to as the "**Dissolving Companies**", and each individually as a "**Dissolving Company**".

- 1.3 As of the date of this Project, the registered capital of the Successor Company is CZK 2,229,500,000, which has been fully paid up and which is divided into 22,295,000 pieces of ordinary registered book-entry shares with a nominal value of CZK 100 each. As of the date of this Project, the Successor Company has more shareholders.
- 1.4 As of the date of this Project, the registered capital of the Dissolving Company 1 is CZK 184,000,000, which has been fully paid up and which is divided into (a) 1,500 pieces of ordinary registered certificated shares with a nominal value of CZK 2,000 each, and (b) 181 pieces of ordinary registered certificated shares with a nominal value of CZK 1,000,000 each. As of the date of this Project, the Dissolving Company 1 has the following sole shareholder:
- the Dissolving Company 3.
- 1.5 As of the date of this Project, the registered capital of the Dissolving Company 2 is CZK 1,002,000, which has been fully paid up. As of the date of this Project, the Dissolving Company 2 has the following sole participant having a 100% participation interest, which is not represented by a participation certificate and which corresponds to a contribution into the registered capital of the Dissolving Company 2 in the amount of CZK 1,002,000:
- the Successor Company.
- 1.6 As of the date of this Project, the registered capital of the Dissolving Company 3 is PLN 26,159,806.00, which has been fully paid up and which is divided into 26,159,806 shares with a nominal value of PLN 1.00 each, i.e. (a) 434,884 pieces of ordinary bearer shares of A class with a nominal value of PLN 1.00 each, (b) 100,000 pieces of ordinary shares of B class with a nominal value of PLN 1.00 each, (c) 82,856 pieces of ordinary shares of C class with a nominal value of PLN 1.00 each, (d) 9,458,040 pieces of ordinary shares of D class with a nominal value of PLN 1.00 each, (e) 3,000,000 pieces of ordinary shares of E class with a nominal value of PLN 1.00 each, (f) 13,083,342 pieces of ordinary shares of F class with a nominal value of PLN 1.00 each, (g) 684 pieces of ordinary shares of G class with a nominal value of PLN 1.00 each. As of the date of this Project, the Dissolving Company 3 has the following sole shareholder:

- the Successor Company.
- 1.7 As of the date of this Project, the registered capital of the Dissolving Company 4 is EUR 200,000, which has been fully paid up. As of the date of this Project, the Dissolving Company 4 has the following sole participant having a 100% participation interest corresponding to a contribution into the registered capital of the Dissolving Company 4 in the amount of EUR 200,000:
- the Dissolving Company 1.
- 1.8 As of the date of this Project, the shares of the Successor Company are subject to trading on a regulated market in the Czech Republic (a market maintained by *Burza cenných papírů Praha, a.s.*) and on a regulated market in Poland (a market maintained by *Giełda Papierów Wartościowych w Warszawie SA*), and the shares or participation interests of the other Involved Companies are not subject to trading on a regulated market. The Merger does not purport to impact trading of the shares of the Successor Company on the said regulated markets.
- 2. VALUATION OF ASSETS AND LIABILITIES; WAIVER OF RIGHTS; EXPERT REPORTS ON MERGER; MERGER REPORTS**
- 2.1 Given the fact that the registered capital of the Successor Company will not be increased by the assets and liabilities of the Dissolving Companies as a result of the Merger, the Dissolving Companies are not obligated to have their assets and liabilities valued by an expert in accordance with Section 73 (1) of the Czech Merger Act.
- 2.2 The Dissolving Company 3, as the sole shareholder of the Dissolving Company 1, waived the following rights, in the manner as set forth in Section 9 of the Czech Merger Act, before execution of this Project:
- (a) a right to even up, if such will be established, according to Section 7 letter a) of the Czech Merger Act;
 - (b) a right to exchange its shares, if such will be established, according to Section 7 letter b) of the Czech Merger Act;
 - (c) a right to compensation, if such will be established, according to Section 7 letter c) of the Czech Merger Act;
 - (d) a right to file a petition for determination of invalidity of this Project and a petition for declaration of invalidity of a resolution by the General Meeting (sole shareholder or sole participant) of any of the Involved Companies, by which the Merger will be approved, according to Section 7 letter e) of the Czech Merger Act; and
 - (e) other rights, including those that will occur in the future, to their full extent permitted by the Czech Merger Act, according to Section 7 letter g) of the Czech Merger Act.
- 2.3 The Successor Company, as the sole participant of the Dissolving Company 2, waived the following rights, in the manner as set forth in Section 9 of the Czech Merger Act, before execution of this Project:
- (a) a right to even up, if such will be established, according to Section 7 letter a) of the Czech Merger Act;

- (b) a right to exchange its shares, if such will be established, according to Section 7 letter b) of the Czech Merger Act;
- (c) a right to compensation, if such will be established, according to Section 7 letter c) of the Czech Merger Act;
- (d) a right to file a petition for determination of invalidity of this Project and a petition for declaration of invalidity of a resolution by the General Meeting (sole shareholder or sole participant) of any of the Involved Companies, by which the Merger will be approved, according to Section 7 letter e) of the Czech Merger Act;
- (e) a right to be sent any documents within the Merger according to Section 7 letter f) of the Czech Merger Act; and
- (f) other rights, including those that will occur in the future, to their full extent permitted by the Czech Merger Act, according to Section 7 letter g) of the Czech Merger Act.

2.4 The Successor Company, as the sole shareholder of the Dissolving Company 3, waived the following rights, in the manner as set forth in Section 9 of the Czech Merger Act, before execution of this Project:

- (a) a right to even up, if such will be established, according to Section 7 letter a) of the Czech Merger Act;
- (b) a right to exchange its shares, if such will be established, according to Section 7 letter b) of the Czech Merger Act;
- (c) a right to compensation, if such will be established, according to Section 7 letter c) of the Czech Merger Act;
- (d) a right to file a petition for determination of invalidity of this Project and a petition for declaration of invalidity of a resolution by the General Meeting (sole shareholder or sole participant) of any of the Involved Companies, by which the Merger will be approved, according to Section 7 letter e) of the Czech Merger Act; and
- (e) other rights, including those that will occur in the future, to their full extent permitted by the Czech Merger Act, according to Section 7 letter g) of the Czech Merger Act.

2.5 The Dissolving Company 1, as the sole participant of the Dissolving Company 4, waived the following rights, in the manner as set forth in Section 9 of the Czech Merger Act, before execution of this Project:

- (a) a right to even up, if such will be established, according to Section 7 letter a) of the Czech Merger Act;
- (b) a right to exchange its shares, if such will be established, according to Section 7 letter b) of the Czech Merger Act;
- (c) a right to compensation, if such will be established, according to Section 7 letter c) of the Czech Merger Act;
- (d) a right to file a petition for determination of invalidity of this Project and a petition for declaration of invalidity of a resolution by the General Meeting (sole shareholder or sole participant) of any of the Involved Companies, by

which the Merger will be approved, according to Section 7 letter e) of the Czech Merger Act;

- (e) a right to be sent any documents within the Merger according to Section 7 letter f) of the Czech Merger Act; and
- (f) other rights, including those that will occur in the future, to their full extent permitted by the Czech Merger Act, according to Section 7 letter g) of the Czech Merger Act.

2.6 Given the fact that the Merger is a cross-border merger and that not all shareholders or participants of all Involved Companies have consented that an expert's report on this Project will not be prepared, this Project must be reviewed by an expert pursuant to Section 59q (2) of the Czech Merger Act, article 516⁶ of the Polish Companies Act and Article 622.d of the Slovene Companies Act.

2.6.1 Based upon a common petition of the Czech Involved Companies, the Regional Court in Ostrava upon its resolution no. 28 Nc 4009/2016 - 35 issued on 7 April 2016 appointed RSM TACOMA a.s., a joint-stock company (in Czech: *akciová společnost*) existing under the laws of the Czech Republic, with its registered office at Prague 8, Karolinská 661, Postal Code 18600, Czech Republic, Identification No.: 639 98 581, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert No.: 3439 (the "**Czech Expert**") as a common expert to review this Project and prepare a common expert's report on this Project for the shareholders/participants of the Czech Involved Companies.

2.6.2 District Court for Łódź-Śródmieście in Łódź is conducting a proceedings to appoint Mr. Marcin Kawka, the auditor expert (no. 11864) from RSM Poland Audyt S.A., a joint stock company (in Poland: *spółka akcyjna*) existing under the laws of Poland, with its registered office in Poznań, at ul. Droga Dębińska 3B, 61-555 Poznań, registered in the register of entrepreneurs of the National Court Register maintained by the District Court Poznań-Nowe Miasto I Wilda in Poznań, VIII Commercial Division of the National Court Register, under KRS No.: 0000240102, holding REGON No.: 300024853 (the "**Polish Expert**"), as an expert to review this Project and prepare an expert's report on this Project for the purpose of the Merger for the Dissolving Company 3. The Polish Expert will be appointed after this Project is executed.

2.6.3 Based upon a petition of the Dissolving Company 4, the District Court in Murska Sobota upon its resolution No. Ng 5/2016 issued on 7 April 2016 appointed AUDIT & CO, družba za revizijo in svetovanje d.o.o., a limited liability company (in Slovenian: *družba z omejeno odgovornostjo*) existing under the laws of the Republic of Slovenia, with its registered office at Lendavska ulica 18, Postal code 9000, Murska Sobota, Identification No.: 1932802000, registered in the Commercial Register maintained by the District Court in Murska Sobota, Insert No.: 069/10279700 (the "**Slovene Expert**") as an expert to review this Project and prepare an expert's report on this Project for the Dissolving Company 4.

2.7 Given the fact that the Merger is a cross-border merger within the meaning of the Czech Merger Act, the Polish Companies Act and the Slovene Companies Act, the respective corporate bodies of each of the Involved Companies shall prepare separate cross-border merger reports explaining the Merger, pursuant to Section 59p (1) of the Czech Merger Act, article 516⁵ of the Polish Companies Act and Article 622.c of the Slovene Companies Act.

3. FINANCIAL STATEMENTS FOR SETTING TERMS OF MERGER AND THEIR DATE; OPENING BALANCE SHEET; INTERIM FINANCIAL STATEMENTS

- 3.1 As of the date preceding the Decisive Date (as defined in Section 7 below), i.e. as of 31 December 2015, (i) the Successor Company prepared closing financial statements as annual financial statements in compliance with the International Financial Reporting Standards adopted by the European Union ("IFRS"), and (ii) the other Czech Involved Companies, i.e. the Dissolving Company 1 and the Dissolving Company 2, prepared closing financial statements as annual financial statements in compliance with the Act No. 563/1991 Coll., on Accounting, as amended, and the Decree No. 500/2002 Coll., implementing certain of the provisions of the Act No. 563/1991 Coll., on Accounting, as amended, for accounting units that are entrepreneurs accounting in double-entry accounting, and the related Czech Accounting Standards (the "**Czech Accounting Standards**"). The closing financial statements of the Czech Involved Companies are hereinafter referred to as the "**CZ Closing Financial Statements**".
- 3.2 As of the date preceding the Decisive Date (as defined in Section 7 below), i.e. as of 31 December 2015, the Dissolving Company 3 prepared its annual financial statement for financial year 2015 in compliance with provisions of the Polish Accounting Act dated 29 September 1994 as amended (the "**Polish Accounting Act**") (the "**PL Financial Statement**").
- 3.3 As of the date preceding the Decisive Date (as defined in Section 7 below), i.e. as of 31 December 2015, the Dissolving Company 4 prepared closing financial statements (the "**SL Closing Financial Statements**") as annual financial statements in compliance with the Slovene Companies Act and the related Slovenian Accounting Standards (the "**Slovenian Accounting Standards**").
- 3.4 As of the Decisive Date (as defined in Section 7 below), the Successor Company prepared an opening balance sheet (the "**Opening Balance Sheet**") in compliance with IFRS. The Notes to the Opening Balance Sheet describe how the Successor Company took over the items resulting from the CZ Closing Financial Statements, PL Financial Statement and SL Closing Financial Statements.
- 3.5 Each of the CZ Closing Financial Statements were audited without any reservation by PricewaterhouseCoopers Audit, s.r.o., a limited liability company (in Czech: *společnost s ručením omezeným*) existing under the laws of the Czech Republic, with its registered office at Hvězdova 1734/2c, Nusle, 140 00 Prague 4, Czech Republic, Identification No.: 407 65 521, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert No.: 3637 ("**PricewaterhouseCoopers Audit, s.r.o.**").
- 3.6 The PL Financial Statement was audited without any reservation by PricewaterhouseCoopers sp. z o.o., a limited liability company (in Poland: *spółka z ograniczoną odpowiedzialnością*), existing under the laws of the Poland, registered in the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS no. 0000044655, holding REGON: 012500673.
- 3.7 The SL Closing Financial Statements of the Dissolving Company 4 were audited without any reservation by PricewaterhouseCoopers podjetje za revizijo in druge finančno računovodske storitve, d.o.o., a limited liability company (in Slovenian: *družba z omejeno odgovornostjo*) existing under the laws of Slovenia, with its registered office at Cesta v Kleče 15, 1000 Ljubljana, Slovenia, Identification No.: 5717159000, registered in the Commercial Register maintained by the District Court in Ljubljana, Insert No.: 12156800.
- 3.8 The Opening Balance Sheet of the Successor Company was audited without any reservation by PricewaterhouseCoopers Audit, s.r.o.

- 3.9 The CZ Closing Financial Statements of the Czech Involved Companies, the PL Financial Statement of the Dissolving Company 3 and SL Closing Financial Statements of the Dissolving Company 4, all dated as of 31 December 2015, are used for setting the terms of the Merger.
- 3.10 Since the CZ Closing Financial Statements are based on the data as of 31 December 2015, i.e., as of the date from which not more than 6 months lapsed until the date of this Project, no interim financial statements will be prepared for the Czech Involved Companies pursuant to Section 11 (2) of the Czech Merger Act.
- 3.11 Pursuant to article 516³ point 13 of the Polish Companies Act, the information on total assets and liabilities of all the Dissolving Companies have been prepared as of 31 March 2016, i.e. as at a certain day in the month preceding the submission of a petition to announce this Project under the Polish Companies Act. Pursuant to the unaudited balance sheets of each of the Dissolving Companies as of 31 March 2016, the total assets and liabilities of the Dissolving Companies in respective currency rounded to thousands are as follows:
- 3.11.1 the Dissolving Company 1:
- (a) the total assets amount to CZK 3,481,129,000 (rounded to thousands);
 - (b) the total liabilities amount to CZK 2,563,312,000 (rounded to thousands);
- 3.11.2 the Dissolving Company 2:
- (a) the total assets amount to CZK 4,498,000 (rounded to thousands);
 - (b) the total liabilities amount to CZK 4,501,000 (rounded to thousands);
- 3.11.3 the Dissolving Company 3:
- (a) the total assets amount to PLN 849,207,000 (rounded to thousands);
 - (b) the total liabilities amount to PLN 82,692,000 (rounded to thousands);
- 3.11.4 the Dissolving Company 4:
- (a) the total assets amount to EUR 67,219,000 (rounded to thousands);
 - (b) the total liabilities amount to EUR 66,619,000 (rounded to thousands).

The unaudited balance sheets of each of the Dissolving Companies as of 31 March 2016 have been prepared in accordance with the relevant laws and they constitute the Appendices 1 through 4 of this Project.

4. MANIFESTATION OF WILL TO MERGE INVOLVED COMPANIES; EFFECTIVE DATE OF MERGER

- 4.1 The Involved Companies hereby manifest their will that, under the conditions and in the manner as set forth in this Project, the Czech Merger Act, the Polish Companies Act and Section 6, chapter 2, division 4 of the Slovene Companies Act:
- (a) the Dissolving Companies will be dissolved;
 - (b) the assets and liabilities of the Dissolving Companies will pass to the Successor Company; and
 - (c) the Successor Company will enter into the legal position of the Dissolving Companies.

- 4.2 The Involved Companies hereby manifest their will that, under the conditions and in the manner as set forth in this Project, the Czech Merger Act, the Polish Companies Act and the Slovene Companies Act, the registered capital of the Successor Company will not be increased due to or in connection with the Merger.
- 4.3 According to Section 59k of the Czech Merger Act, article 516¹³ of the Polish Companies Act and Articles 622.c and 622.k of the Slovene Companies Act, the effective date of the Merger shall be governed by the laws of the country that will govern the Successor Company after the Merger occurs, i.e. by the laws of the Czech Republic.
- 4.4 Pursuant to the laws of the Czech Republic, the Merger shall take effect on the date of the registration of the Merger in the Commercial Register of the Czech Republic. To the extent permitted by relevant laws, legal effects of the Merger shall be deemed to occur at 00:00:01 a.m. (CET) on the date of the registration of the Merger in the Commercial Register of the Czech Republic.

5. EXCHANGE OF SHARES OR PARTICIPATION INTERESTS; INFORMATION ABOUT EFFECT OF MERGER ON SHARES IN SUCCESSOR COMPANY; PLEDGE OVER SHARES OR PARTICIPATION INTERESTS

- 5.1 Given the fact that
- (a) the Successor Company is the sole shareholder of the Dissolving Company 3;
 - (b) the Successor Company is the sole participant of the Dissolving Company 2;
 - (c) the Dissolving Company 1 is the sole participant of the Dissolving Company 4;
 - (d) the Dissolving Company 3 is the sole shareholder of the Dissolving Company 1; and
 - (e) the Dissolving Company 1, Dissolving Company 2, Dissolving Company 3 and Dissolving Company 4 will be dissolved as a result of the Merger,

the shares or participation interests in the Dissolving Companies are not subject to exchange for the shares in the Successor Company pursuant to Sections 134 and 155 (5) of the Czech Merger Act, article 516¹⁵ par. 1 of the Polish Companies Act, and Article 622.c (2), points 2, 3, 5 of the Slovene Companies Act. Hence, this Project does not stipulate any exchange rate for the shares or participation interests of the Dissolving Companies.

- 5.2 For the reasons stipulated in para. 5.1, this Project does not include the information connected to the exchange rate, namely information required by Section 70 (1) letter b), e), Section 88 (1), Section 100 (1) letter a), b) and e), and Section 155 (1) of the Czech Merger Act and by article 516³ points 2, 4, 5, 6 of the Polish Companies Act and Article 622.c (2), point 3 of the Slovene Companies Act.
- 5.3 For the reasons stipulated in para. 5.1 and because real value of the shares in the Successor Company will not be decreased as a result of the Merger pursuant to Section 70 (3) of the Czech Merger Act, no additional payment within the meaning of the Czech Merger Act will be made as a result of the Merger to the participants or shareholders of the Dissolving Companies and to the shareholders of the Successor Company.
- 5.4 The Merger will not result in change of number, type or form of shares of the Successor Company, neither the shares of the Successor Company will be transformed to certificated shares or immobilized shares. The Merger will not have any other effect on the shares in the Successor Company.
- 5.5 The Slovenian Commercial Register evidences a pledge over the 100% participation interest in the Dissolving Company 4 in favor of Česká spořitelna, a.s., a joint stock company (in

Czech: *akciová společnost*) existing under the laws of the Czech Republic, with its registered office at Prague 4, Olbrachtova 1929/62, Postal Code 14000, Czech Republic, Identification No.: 452 44 782, registered with the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert No.: 1171 (the "**Pledge**") as a security agent under the Pledge Agreement dated 6 May 2015 (the "**Pledge**"). On 13 April 2016, the Pledgee permitted in writing that the Pledge can be deleted from the Slovenian Commercial Register. The Dissolving Company 4 will take necessary steps so that the Pledge is deleted from the register without undue delay.

6. MANDATORY SHARE PURCHASE

- 6.1 As the shares in the Successor Company are not to be exchanged or affected within the meaning of Section 145 of the Czech Merger Act as a result of the Merger, the mandatory purchase of shares pursuant to the same Section of the Czech Merger Act is not applicable to the Merger, and hence this Project does not stipulate obligation of the Successor Company to purchase the shares.

7. DECISIVE DATE OF MERGER FOR ACCOUNTING PURPOSES

- 7.1 The decisive date of the Merger for the accounting purposes pursuant to Section 70 (1) letter c) of the Czech Merger Act is 1 January 2016 (the "**Decisive Date**"). From this date, transactions made by the Dissolving Companies shall be considered, from the accounting point of view, as made for account of the Successor Company.
- 7.2 Pursuant to the provisions of the Polish Accounting Act, the accounts books of the Dissolving Company 3 will be closed upon the date of registration of the Merger in the Commercial Register of the Czech Republic in accordance with para. 4.4 of this Project.

8. RIGHTS WHICH SUCCESSOR COMPANY WILL GRANT TO BOND HOLDERS OR HOLDERS OF (BOOK-ENTRY) PARTICIPATION SECURITIES WHICH ARE NOT SHARES, OR MEASURES WHICH ARE PROPOSED FOR THEM

- 8.1 As of the date of this Project, the Dissolving Company 3 has issued 110 pieces of bearer book-entry bonds with a nominal value of CZK 3,000,000 each, which are subject to trading on a regulated market in the Czech Republic (a market maintained by *Burza cenových papírů Praha, a.s.*) under ISIN No. CZ0000000351 (the "**Bonds**"). The rights of the holders of the Bonds will not be affected by the Merger; all obligations of the Dissolving Company 3 toward the holders of the Bonds will be taken over in the same exchange ratio by the Successor Company upon the registration of the Merger in Commercial Register of the Czech Republic. No specific rights will be granted or no specific measures will be proposed by the Successor Company toward the holders of the Bonds within the framework of the Merger.
- 8.2 Pursuant to the Act No. 190/2004 Coll., on Bonds, as amended (the "**Czech Bonds Act**"), the Dissolving Company 3 will convene a General Meeting of the holders of the Bonds to decide on the proposal of the Merger. All rights of the holders of the Bonds pursuant to the Czech Bonds Act, including the right to early redemption, will be guaranteed.
- 8.3 Except for the Bonds issued by the Dissolving Company 3, none of the Involved Companies has issued bonds or any book-entry or certificated securities entitling to participate in the Involved Companies or entitling to participate in profits that are not shares and interim certificates. For this reason, except for the information on the Bonds in para. 8.1 and 8.2 above, this Project does not contain information on any rights granted or measures proposed toward holders of bonds or any book-entry or certificated securities entitling to participate in the Involved Companies or entitling to participate in profits.

9. SPECIAL BENEFITS PROVIDED TO MEMBERS OF CORPORATE BODIES OF INVOLVED COMPANIES AND EXPERTS REVIEWING MERGER PROJECT

- 9.1 None of the Involved Companies provides any special benefits to members of their statutory bodies, supervisory boards, management boards, boards of trustees, to their supervisory directors or members of their other controlling bodies, if established.
- 9.2 None of the Involved Companies provides any special benefits to the experts reviewing this Project.

10. PROTECTION OF CREDITORS AND MINORITY SHAREHOLDERS

- 10.1 As of the date the Merger becomes legally effective, as referred to in para. 4.4 of this Project, the Successor Company shall acquire by way of the universal legal succession all of the rights and obligations of all the Dissolving Companies. As of the date the Merger becomes legally effective, the creditors of the Dissolving Companies shall become creditors of the Successor Company, thus the Merger shall not affect adversely the rights of the creditors of the Dissolving Companies, including the amount, terms and conditions, as well as circumstances of the claims.
- 10.2 Creditors of the Dissolving Company 3 may, within one month from the date of announcement of this Project under the Polish Companies Act, request that their claims be secured, if they make it plausible that their satisfaction is threatened by the Merger.
- 10.3 The Merger shall not affect adversely the rights of the creditors and the minority shareholders of the Successor Company.
- 10.4 The addresses, at which information on the conditions of execution of the rights of creditors of each of the Involved Companies may be obtained, are the same as the addresses of the registered offices of each Involved Company indicated in para. 1.2 of this Project.

11. CURRENT VERSION OF ARTICLES OF ASSOCIATION OF SUCCESSOR COMPANY

- 11.1 The current version of the Articles of Association of the Successor Company as of the date of this Project constitutes Appendix 5 of this Project.

12. PROBABLE IMPACTS OF MERGER ON EMPLOYMENT STATUS OF INVOLVED COMPANIES; INFORMATION ON PLANNED EMPLOYEE DISMISSAL

- 12.1 As of the date of this Project:
- (a) no employee council has been established in the Involved Companies; and
 - (b) no trade union is active in the Involved Companies.
- 12.2 Further to the Merger, rights and duties under labor-law relationships of all employees of the Dissolving Companies shall pass to the Successor Company. The Merger will not have any social consequences since all employees of the Dissolving Companies shall - under unchanged terms and conditions - become employees of the Successor Company.
- 12.3 In connection with the Merger, there is no expected negative impact of the Merger upon employees of the Dissolving Companies; in particular, there is no plan for employee dismissal.
- 12.4 All employees of the Involved Companies will be informed as due about the Merger and about their rights in relation to the Merger, and they will be allowed to become acquainted with this Project.

12.5 The social aspects of the Merger will, along with the legal and economic aspects, be explained in greater detail in the reports on the Merger prepared in line with the Czech Merger Act, the Polish Companies Act and the Slovene Companies Act.

13. DATA ON PROCEDURE TO DETERMINE INVOLVEMENT OF EMPLOYEES IN MATTERS OF SUCCESSOR COMPANY AND ITS CORPORATE GOVERNING BODIES

13.1 Given the fact that the employees' participation right in the corporate governing bodies has not been established in either of the Involved Companies and there is no plan to establish such a right in any of the Involved Companies before the registration of the Merger with the Czech Commercial Register, no right to employees' participation in the Successor Company's corporate governing bodies shall arise as a result of the Merger within the meaning of Section 214 (2) of the Czech Merger Act.

14. APPROVAL OF MERGER

14.1 Pursuant to the Czech Merger Act, the Merger will be approved by the General Meeting of the Successor Company, the sole shareholder of the Dissolving Company 1 and the sole participant of the Dissolving Company 2.

14.2 Pursuant to the Polish Companies Act, the Merger will be approved by the General Meeting of the Dissolving Company 3. Pursuant to the Statute of the Dissolving Company 3, the Merger will also be approved by the Supervisory Board of the Dissolving Company 3.

14.3 Pursuant to Slovene law, before the Merger may become legally effective, the Merger will be approved by the sole participant of the Dissolving Company 4.

15. REPRESENTATIONS

15.1 Each Involved Company represents that the Merger does not require consent by any authority pursuant to Section 15a of the Czech Merger Act and respective provisions of Polish and Slovenian law. In the event that any permits or licenses for activities to be performed by the Successor Company shall not pass from the Dissolving Companies to the Successor Company as a result of the Merger, the Successor Company will obtain such licenses and permits as required by the laws of the Czech Republic, Poland and Slovenia.

15.2 Each Involved Company represents that the resolution of its sole shareholder (participant) or General Meeting to approve the Merger will not be subject to any further approval.

15.3 Each Involved Company represents that it has not been dissolved, declared insolvent or granted a suspension of payments and it has not performed, and neither was performed by any third party, any actions or steps or commencement of proceeding against it in relation to its insolvency, bankruptcy, liquidation, moratorium, termination, extinction, mandatory administration or reorganization.

16. JOINT AND FINAL PROVISIONS

16.1 It is intended that after the Merger the Successor Company will continue with the activities of the Dissolving Companies. Each Involved Company agrees to perform (or procure performance of) all further acts and things, and execute (or procure execution of) such further documents as may be required by law or as may be reasonably required to implement and/or give effect to the transactions contemplated by this Project.

16.2 As a result of the Merger becoming effective, the Successor Company will have a permanent establishment in Slovenia.

- 16.3 If the Czech Merger Act requires that any of the Czech Involved Companies must make a certain document available for inspection at its registered office, such document will be available for eventual inspections on business days between 10.00 am and 3.00 pm (CET) during the statutory period of time.
- 16.4 This Project has been executed in ten (10) counterparts, each of the Involved Companies retains two (2) counterparts.
- 16.5 This Project has been executed in English language version. For the purpose of effectuation of the Merger in the Czech Republic, Poland and Slovenia, this Project will be translated into Polish, Czech and Slovenian languages.
- 16.6 Should any provision of this Project be or become invalid or ineffective, the invalidity or ineffectiveness of such provision will not result in the invalidity of this Project in its entirety or of its other provisions, if such invalid or ineffective provision may be severed from the remaining content of this Project. The Involved Companies undertake to replace such invalid or ineffective provision by a new valid and effective provision that will, in terms of its content, as closely as possible correspond to the substance and purpose of the original provision.
- 16.7 This Project has been prepared and approved jointly by the Board of Directors of the Successor Company, the Board of Directors of the Dissolving Company 1, the Executives of the Dissolving Company 2, the Management Board of the Dissolving Company 3 and the Managing Director of the Dissolving Company 4, and has been executed in recognition thereof.
- 16.8 This Project has been prepared with a view to comply with the requirements of the laws of the Czech Republic, laws of Poland and laws of Slovenia with respect to cross border legal mergers.

APPENDIX 1
BALANCE SHEET OF DISSOLVING COMPANY 1

Kofola CS a.s.

as at 31 March 2016

(in thousands of CZK)

Ident. a	ASSETS b	line c	31.3.2016	31.12.2015
			Net 3	Net 4
	TOTAL ASSETS (L.02+03+31+63)	001	3 481 129	3 538 579
B.	Fixed assets (L.04+13+23)	003	3 293 446	3 294 233
B.I.	Intangible fixed assets (L.05 to 12)	004	87 062	78 486
3.	Software	007	30 318	35 332
4.	Intellectual property rights	008	56 524	42 850
7.	Intangible fixed assets under construction	011	220	304
B.II.	Tangible fixed assets (L.14 to 22)	013	150 270	159 633
3.	Plant and equipment	016	29 395	32 519
6.	Other tangible fixed assets	019	2 876	3 015
7.	Tangible fixed assets under construction	020	496	412
9.	Adjustments to acquired fixed assets	022	117 503	123 687
B.III.	Long-term investments (L.24 to 30)	023	3 056 114	3 056 114
B.III.1.	Equity investments - subsidiaries	024	1 224 492	1 224 492
3.	Other long-term securities and ownership interests	026	11 363	11 363
4.	Loans - group undertakings, associated companies	027	1 817 519	1 817 519
7.	Advance payments for long-term investments	030	2 740	2 740
C.	Current assets (L.32+39+48+58)	031	164 778	227 203
C.II.	Long-term receivables (L.40 to 47)	039	80 052	54 401
7.	Other receivables	046	65 832	43 728
8.	Deferred tax asset	047	14 220	10 673
C.III.	Short-term receivables (L.49 to 57)	048	79 813	137 681
C.III.1.	Trade receivables	049	51 498	107 659
6.	Tax receivables	054	5 315	8 172
7.	Short-term advances paid	055	1 450	355

8.	Estimated receivables	056	14	112
9.	Other receivables	057	21 536	21 383
C.IV.	Short-term financial assets (L.59 to 62)	058	4 913	35 121
C.IV.1.	Cash	059	383	98
2.	Bank accounts	060	4 530	35 023
D.I.	Deferrals (L. 64+65+66)	063	22 905	17 143
D.I.1.	Prepaid expenses	064	9 537	10 413
3.	Accrued revenues	066	13 368	6 730

Ident. a	LIABILITIES b	line c	31.3.2016 5	31.12.2015 6
	TOTAL LIABILITIES AND EQUITY (L.68+89+122)	067	3 481 129	3 538 579
A.	Equity (L.69+73+80+83+87+88)	068	917 817	1 040 025
A.I.	Registered capital (L.70+71+72)	069	184 000	184 000
A.I.1.	Registered capital	070	184 000	184 000
A.II.	Capital contributions (L.74 to 79)	073	659 587	659 587
2.	Other capital contributions	075	289 261	289 261
3.	Revaluation of assets and liabilities	076	370 326	370 326
A.III.	Funds from profit (L.81+82)	080	294	
2.	Statutory and other funds	082	294	
A.IV.	Retained earnings (L.84+85+86)	083	96 138	3 401
A.IV.1.	Retained profits	084	96 138	3 401
A.V.1	Profit (loss) for the current period (+/-)	087	- 22 202	193 037
B.	Liabilities (L.90+95+106+118)	089	2 563 312	2 498 554
B.I.	Provisions (L.91 to 94)	090	21 090	43 606
4.	Other provisions	094	21 090	43 606
B.II.	Long-term liabilities (L.96 to 105)	095	240 971	232 809
2.	Liabilities - group undertakings	097	31 838	31 838
4.	Liabilities to shareholders/members	099	193 180	193 180
9.	Other payables	104	15 953	7 791
B.III.	Short-term liabilities (L.107 to 117)	106	502 985	397 437

B.III.1.	Trade payables	107	18 615	49 036
2.	Liabilities - group undertakings	108	113 243	110 256
4.	Liabilities to shareholders/members	110	320 020	220 192
5.	Payables to employees	111	22 905	8 396
6.	Payables to social security and health insurance	112	12 639	3 262
7.	Tax liabilities and subsidies	113	7 017	1 838
10.	Estimated payables	116	8 270	4 203
11.	Other payables	117	276	254
B.IV.	Bank loans and overdrafts (L.119 to 121)	118	1 798 266	1 824 702
B.IV.1.	Long-term bank loans	119	721 514	751 340
2.	Short-term bank loans	120	1 076 752	1 073 362

APPENDIX 2
BALANCE SHEET OF DISSOLVING COMPANY 2

Pinelli spol. s r.o.

as at 31 March 2016

(in thousands of CZK)

Ident. a	ASSETS b	line c	31.3.2016	31.12.2015
			Net 3	Net 4
	TOTAL ASSETS (L.02+03+31+63)	001	4 498	9 245
B.	Fixed assets (L.04+13+23)	003	1 119	1 171
B.I.	Intangible fixed assets (L.05 to 12)	004	1 119	1 171
4.	Intellectual property rights	008	1 026	1 078
7.	Intangible fixed assets under construction	011	93	93
C.	Current assets (L.32+39+48+58)	031	3 372	8 057
C.III.	Short-term receivables (L.49 to 57)	048	1 163	6 329
C.III.1.	Trade receivables	049	1 075	5 698
6.	Tax receivables	054	88	631
9.	Other receivables	057		
C.IV.	Short-term financial assets (L.59 to 62)	058	2 209	1 728
2.	Bank accounts	060	2 209	1 728
D.I.	Deferrals (L. 64+65+66)	063	7	17
D.I.1.	Prepaid expenses	064	7	17

Ident. a	LIABILITIES b	line c	31.3.2016	31.12.2015
			5	6
	TOTAL LIABILITIES AND EQUITY (L.68+89+122)	067	4 498	9 245
A.	Equity (L.69+73+80+83+87+88)	068	- 3	- 536
A.I.	Registered capital (L.70+71+72)	069	1 002	1 002
A.I.1.	Registered capital	070	1 002	1 002
A.IV.	Retained earnings (L.84+85+86)	083	- 1 538	615
A.IV.1.	Retained profits	084	615	615
2.	Accumulated losses	085	- 2 153	

A.V.1	Profit (loss) for the current period (+/-)	087	533	- 2 153
B.	Liabilities (L.90+95+106+118)	089	4 501	9 781
B.III.	Short-term liabilities (L.107 to 117)	106	4 501	9 781
B.III.1.	Trade payables	107	4 447	9 781
7.	Tax liabilities and subsidies	113	54	

APPENDIX 3
BALANCE SHEET OF DISSOLVING COMPANY 3

KOFOLA S.A.
in '000 PLN

ASSETS	31.3.2016	31.12.2015
Non-current assets	791 797	788 301
Property, plant and equipment	268	268
Investment in subsidiaries and associates	705 604	705 604
Loans provided to related parties	82 769	81 835
Deferred tax assets	3 155	594
Current assets	57 410	44 282
Assets classified as held for sale		
Current assets excl. Assets classified as held for sale	57 410	44 282
Trade and other receivables	33 236	33 801
Financial receivables from dividends	15 733	-
Cash and cash equivalents	8 441	10 480
TOTAL ASSETS	849 207	832 583

LIABILITIES AND EQUITY	31.3.2016	31.12.2015
Share capital	26 160	26 160
Other reserves	725 389	731 610
Profit/(loss) for the period	14 966	(6 720)
Total equity	766 515	751 050
Non-current liabilities	73 096	70 349
Bonds issued	51 494	51 401
Other non-current liabilities	19 092	18 948
Deferred tax reserve	2 510	-
Current liabilities	9 596	11 183
Bonds issued	1 174	577
Trade and other payables	6 640	8 825
Other financial liabilities	1 782	1 782
Total Liabilities	82 692	81 533
TOTAL LIABILITIES AND EQUITY	849 207	832 583

APPENDIX 4
BALANCE SHEET OF DISSOLVING COMPANY 4

Kofola d.o.o. (SI)

in ths. EUR	31.3.2016	31.12.2015
ASSETS	67 219	67 278
A. Non-current assets	0	0
B. Current assets	67 219	67 278
Short-term investments	67 153	67 153
1. Short-term investments, excluding loans	67 153	67 153
a.) Investment in subsidiaries and associates	67 153	67 153
V. Cash and cash equivalents	66	125
C. SHORT-TERM ACCRUALS AND PREPAID EXPENSES	0	0
EQUITY AND LIABILITIES	67 219	67 278
EQUITY	599	934
I. Share capital	200	200
1. Share capital	200	200
III. Profit reserves	37	37
1. Statutory reserves	37	37
V. Retained earnings	698	0
IV. Net profit for the year	-335	698
C. Long-term liabilities	0	0
Č Short-term liabilities	66 619	66 342
II Short-term financial liabilities	66 584	66 119
1. Short-term financial liabilities to group companies	66 584	66 119
III Current operating liabilities	35	223
1. Current operating liabilities to group companies	0	166
2. Short-term trade payables	35	58
D SHORT-TERM ACCRUALS AND DEFERRED INCOME	0	1

APPENDIX 5
CURRENT ARTICLES OF ASSOCIATION OF SUCCESSOR COMPANY

CONSOLIDATED VERSION OF ARTICLES OF ASSOCIATION

of

KOFOLA ČESKOSLOVENSKO A.S.

prepared according to the Articles of Association of Kofola ČeskoSlovensko a.s. drawn up in form of a notarial deed NZ 1040/2015, N 1083/2015 dated 15 September 2015, prepared on behalf of JUDr. Roman Bláha, a notary public in Havlíčkův Brod, and further reflecting:

- (i). *the resolution of the General Meeting of Kofola ČeskoSlovensko a.s. on the increase of the registered capital of Kofola ČeskoSlovensko a.s. by CZK 2,200,000,000, certified by a notarial deed no. NZ 1151/2015, N 1153/2015 dated 12 October 2015, drawn up on behalf of JUDr. Roman Bláha, a notary public in Havlíčkův Brod; and*
- (ii). *the resolution of the General Meeting of Kofola ČeskoSlovensko a.s. on the change of the Articles of Association of Kofola ČeskoSlovensko a.s., certified by a notarial deed no. NZ 1279/2015, N 1257/2015 dated 10 November 2015, drawn up on behalf of JUDr. Roman Bláha, a notary public in Havlíčkův Brod; and*
- (iii). *the resolution of the Board of Directors of Kofola ČeskoSlovensko a.s. on increase of the registered capital of Kofola ČeskoSlovensko a.s. by CZK 27,500,000, certified by a notarial deed no. NZ 1417/2015, N 1366/2015 dated 1 December 2015, drawn up by JUDr. Roman Bláha, a notary public in Havlíčkův Brod.*

* * *

1. ESTABLISHMENT AND INCORPORATION OF COMPANY

- 1.1 Kofola ČeskoSlovensko a.s. ("Kofola") was established by a Founding Deed dated August 1, 2012 incorporated into a notarial deed No. N 331/2012, NZ 281/2012 drawn up by JUDr. Dana Skružná, a notary public with her seat in Prague. Kofola was incorporated by a registration into the Czech Commercial Register on September 12, 2012.

2. BUSINESS NAME, REGISTERED SEAT AND WEBSITE

- 2.1 The business name of Kofola is: Kofola ČeskoSlovensko a.s.
- 2.2 The registered office of Kofola is located in Ostrava.
- 2.3 The website of Kofola for posting mandatory information and documents on the Internet is: www.firma.kofola.cz.

3. DURATION OF COMPANY

- 3.1 Kofola has been established for an indefinite period of time.

4. SCOPE OF BUSINESS AND ACTIVITY OF COMPANY

- 4.1 Kofola's scope of business (*předmět podnikání*) is as follows:

- (a) Production, trade and services not mentioned in the Annexes 1 through 3 of the Trade Licensing Act (*Výroba, obchod a služby neuvedené v přílohách 1 až 3 živnostenského zákona*);
- (b) Activity of accounting advisors, maintenance of accounting and maintenance of tax evidence (*Činnost účetních poradců, účetnictví, vedení daňové evidence*).

4.2 Kofola's scope of activity (*předmět činnosti*) is as follows:

- (a) Lease of real-estate, apartments and non-residential premises (*Pronájem nemovitostí, bytů a nebytových prostor*).

5. REGISTERED CAPITAL AND SHARES OF COMPANY

- 5.1 The registered capital of Kofola amounts to CZK 2,229,500,000 (in words: two billion two hundred twenty-nine million five hundred thousand Czech crowns).
- 5.2 The registered capital is divided into 22,295,000 (in words: twenty-two million two hundred ninety-five thousand) common registered shares (*kmenové akcie na jméno*), each of a face value of CZK 100 (in words: one hundred Czech crowns), issued as book-entry shares (*zaknihované akcie*) (the "Shares" or each individually a "Share").
- 5.3 The Shares are transferrable without any limitation.
- 5.4 Each Share carries one (1) vote. The total number of votes in Kofola is 22,295,000 (in words: twenty-two million two hundred ninety-five thousand) votes.
- 5.5 It is admitted, that in case of subscription or acquisition of shares of Kofola by its employees and by the employees of its subsidiaries, the employees of Kofola and the employees of its subsidiaries do not have to pay in full the issue price of such shares, or they may acquire the shares from Kofola under other preferential conditions, provided that a potential difference between the paid part of the issue price and the price, or between the issue price and the price will be covered by own funds of Kofola. The conditions of such acquisition of shares of Kofola shall be set by the Board of Directors. This clause shall apply *mutatis mutandis* to the employees of Kofola and the employees of its subsidiaries, who are retired.

6. GLOBAL SHARE

- 6.1 This Section applies only in case Kofola has issued certificated shares.
- 6.2 Global shares replacing individual replaceable shares can be issued to shareholders.
- 6.3 A shareholder owning more individual replaceable shares can at any time request Kofola to exchange these shares for one (1) or more global shares.
- 6.4 A shareholder owning a global share can at any time request Kofola to exchange this share:
 - (a) for individual replaceable shares; or
 - (b) for more global shares replacing the original global share in such a way that newly issued global shares replace those replaceable individual shares replaced by the original global share; or
 - (c) for individual replaceable shares and one (1) or more global shares by a combination of option (a) and (b).

6.5 Kofola must satisfy the request of a shareholder for exchange pursuant to Sections 6.3 and 6.4 without undue delay after receipt of the request, however not earlier than all shares determined to be exchanged are handed over to Kofola, and within 14 calendar days thereafter at the latest. Costs for the exchange and costs for the destroying of replaced (global) shares are borne by Kofola.

7. BONDS

7.1 Pursuant to a resolution of the General Meeting, Kofola may issue bonds which incorporate a right to exchange for shares of Kofola (i.e. convertible bonds) or a prior right to subscribe to new shares of Kofola (i.e. priority bonds).

8. LIST OF SHAREHOLDERS

8.1 Except for the following paragraph, shareholders of Kofola will be entered in a List of Shareholders kept by Kofola. The law stipulates requirements on the content of a List of Shareholders.

8.2 In so far as the Shares are issued as book-entry securities, the List of Shareholders is replaced by a book-entry securities register.

9. RIGHTS AND OBLIGATIONS OF SHAREHOLDERS

9.1 The law and these Articles of Association stipulate rights and obligations of a shareholder.

9.2 A shareholder has a right in particular to:

- (a) a share in profit or liquidation surplus if a profit or liquidation surplus is determined for distribution among shareholders;
- (b) participate and vote at a General Meeting; and
- (c) make proposals and counter-proposals to the matters involved in the agenda of a General Meeting.

9.3 A shareholder has also a right to request and receive clarification on the matters relating to Kofola or entities controlled by Kofola under the conditions set by the Act No. 90/2012 Coll., on Business Companies and Cooperatives (the Business Corporations Act) ("**Czech Companies Act**"). A Chairman of a General Meeting may reasonably limit a time in which a shareholder can present the request at a General Meeting.

9.4 No shareholder has a prior right to subscribe to new shares of Kofola which have not been subscribed by another shareholder of Kofola within the meaning of Sec. 484(2) of the Czech Companies Act.

9.5 A share in Kofola's profit and liquidation surplus can be paid not only in cash. The way in which payment of a share in Kofola's profit and liquidation surplus is to be made will be decided on by the General Meeting.

9.6 The decisive date to exercise a shareholder right to share in Kofola's profit corresponds to the decisive date to attend the General Meeting which resolved on the profit distribution.

9.7 The decisive date to attend a General Meeting is the seventh day preceding the date of holding of the General Meeting.

10. INTERNAL STRUCTURE SYSTEM OF COMPANY, COMPANY'S BODIES

10.1 Kofola chose a dualistic internal structure system.

10.2 Kofola's bodies are:

- (a) General Meeting;
- (b) Board of Directors;
- (c) Supervisory Board; and
- (d) Audit Committee.

10.3 In case Kofola has a sole shareholder, no General Meeting takes place and the sole shareholder will exercise the powers of the General Meeting. If the sole shareholder adopts a resolution while performing powers of the General Meeting, the sole shareholder must deliver such a resolution to the attention of Kofola; such a resolution is effective vis-à-vis Kofola as of the moment it is received by Kofola. Members of Kofola's bodies are obliged to present a proposal of resolutions to the sole shareholder in sufficient time advance. The sole shareholder may determine a deadline by which the proposal must be presented to the sole shareholder.

11. GENERAL MEETING

11.1 The General Meeting is the supreme body of Kofola.

11.2 The General Meeting is authorized to:

- (a) decide on changes of the Articles of Association, unless it is a change which occurred as a result of increase of the registered capital by the Board of Directors authorized by the General Meeting to do so or a change which occurred as a result of other legal facts;
- (b) adopt procedural rules of the General Meeting, if Kofola desires to provide more details on the course of a General Meeting of Kofola besides the rules stipulated by the law or these Articles of Association;
- (c) elect and recall members of the Supervisory Board and approve their agreement on performance of office including their remuneration;
- (d) appoint and recall a liquidator and approve its agreement on performance of office including its remuneration;
- (e) approve a transfer, lease or pledge of Kofola's enterprise or such a part thereof that would imply a significant change of the existing structure of the enterprise or a significant change of the scope of business or activity of Kofola,
- (f) decide on matters which are submitted by the Board of Directors to the General Meeting to be resolved by the General Meeting, provided that the General Meeting has a power to decide on such matters;
- (g) grant instructions to the Board of Directors and Supervisory Board and approve operating principles of the Board of Directors and the Supervisory Board, provided

that these are not contrary to law; the General Meeting may also prohibit a member of the Board of Directors and Supervisory Board to take certain actions, in case such a prohibition is in the interest of Kofola;

- (h) decide on distribution of profit, or of other own sources, or decide on settlement of loss;
 - (i) appoint Kofola's auditor; and
 - (j) decide on any other issues falling under the powers of the General Meeting by virtue of the Czech Companies Act or these Articles of Association.
- 11.3 A General Meeting is convened by the Board of Directors. The Czech Companies Act provides for the cases in which a General Meeting is convened by a member of the Board of Directors, by the Supervisory Board or by its member.
- 11.4 A General Meeting constitutes a quorum if the shareholders present at the General Meeting own shares with aggregate face value exceeding 50% (in words: fifty percent) of the registered capital. If a General Meeting does not constitute a quorum within one (1) hour from its anticipated opening, a substitute General Meeting with the same agenda will be convened by the Board of Directors without undue delay, if still necessary, in the manner prescribed by the Czech Companies Act and these Articles of Association. A substitute General Meeting can resolve without a necessity to constitute the quorum.
- 11.5 An invitation to a General Meeting must include the statutory information and in case of a proposal to amend the Articles of Association, also the content of the intended amendment should be cited in the invitation. Kofola will also enable to the shareholders a free access to the proposal of amendment of the Articles of Association at the registered office of Kofola and on its website.
- 11.6 If all shareholders agree, a General Meeting can take place also without fulfilling the requirements set for convocation of a General Meeting.
- 11.7 Making sound or visual recordings of a General Meeting is subject to a consent of a General Meeting.
- 11.8 Kofola must, for each agenda of a General Meeting, include a "Discussion" point and provide for the discussion enough space.
- 11.9 A General Meeting convened on request of qualified shareholders, as defined by the Czech Companies Act, may only be cancelled or its date changed upon the approval by the shareholders submitting the request. In all other cases, a General Meeting may be cancelled should any extraordinary obstacles to its holding (such as force majeure) occur or when holding a General Meeting would be obviously purposeless.

12. PARTICIPATION AT GENERAL MEETING

- 12.1 A venue, date and time of a General Meeting will be determined in a manner so as to ensure that a shareholder's right to attend a General Meeting is not unreasonably restricted. It is deemed that a General Meeting convened to begin and end between 9.00 a.m. (CET) and 6.00 p.m. (CET) on a business day at the registered office of Kofola, elsewhere in Ostrava or in Prague does not unreasonably restrict a shareholder's right to attend a General Meeting.
- 12.2 A shareholder can participate at a General Meeting either personally or through a proxy.

- 12.3 A shareholder who is an individual will submit his identification card or passport in order to prove his identity before being admitted to a General Meeting.
- 12.4 A shareholder that is a legal entity may participate at a General Meeting through a person authorized to represent such a shareholder (authorized person). In such a case, the authorized person will submit an original or a certified copy of a registry extract or another reliable document that will prove the existence of the shareholder and the authorization of the authorized person to represent the shareholder; these documents may not be older than three (3) months. If these documents are not issued in Czech or English language, an official translation of the documents or their necessary part into the Czech or English language must be attached. An authorized person will submit his identification card or passport in order to prove his identity before being admitted to a General Meeting.
- 12.5 If a shareholder is represented by a proxy, the proxy must, before being admitted to a General Meeting, submit a Power of Attorney in written form signed by the shareholder (if a shareholder is an individual) or signed by one or more authorized person(s) on behalf of the shareholder (if a shareholder is a legal entity) in each case with such signature being notarized. A proxy of a shareholder that is a legal entity must submit, along with the Power of Attorney, an original or a certified copy of a registry extract or another reliable document that will prove the existence of the shareholder and the authorization of the authorized person(s) who signed the Power of Attorney on behalf of the shareholder; these documents (except the Power of Attorney) may not be older than three (3) months. If these documents are not in Czech or English language, an official translation of the documents or their necessary part into the Czech or English language must be attached. The proxy will submit his identification card or passport in order to prove his identity before being admitted to a General Meeting.
- 12.6 Kofola may admit to a General Meeting a shareholder, its authorized representative or its proxy if there is no doubt about their identity and their power to represent the shareholder even if the documents to be submitted under the Sections 12.3 through 12.5 are not submitted in their entirety or with necessary signature notarization.
- 12.7 All present shareholders will be recorded in an attendance list (*seznam přítomných akcionářů*) that will contain information required by the Czech Companies Act. If a certain person is refused to be registered in the attendance list and admitted to a General Meeting, the refusal and its reasoning will be specified in the attendance list. The attendance list must be available in the meeting room until the closing of a General Meeting.
- 12.8 Members of the Board of Directors must participate at any General Meeting; they must be granted a right to take the floor whenever they ask. Members of the Supervisory Board or the Audit Committee must be admitted to a General Meeting whenever they ask. An auditor is entitled to participate at the relevant part of a General Meeting to acquaint General Meeting approving financial statements with its findings. Other persons can participate at a General Meeting subject to consent of the convener of a General Meeting or a Chairman of the General Meeting.

13. COURSE OF GENERAL MEETING

- 13.1 A General Meeting will be opened by a convener or by a person designated by a convener. If no such person is present at a General Meeting, a General Meeting will be opened by a Chairman of the Board of Directors or by a person designated by the Chairman of the Board of Directors, or in case of lack of such designation, by the oldest member of the Board of Directors present at a General Meeting. If no such person is present, a General Meeting will be opened by a Chairman of the Supervisory Board or by a person designated by the Chairman of the Supervisory Board. If none of the persons stipulated above can open the General Meeting,

the General Meeting will be opened by a shareholder owning shares with highest aggregate nominal value; if there are more such shareholders, the oldest of them (or the oldest person representing them) will open the General Meeting.

- 13.2 A person opening a General Meeting confirms correctness of the convocation of a General Meeting and its quorum and present its agenda. Thereafter, he proposes candidates for position of (i) a Chairman of a General Meeting, (ii) a minute taker, (iii) a minute verifier, and (iv) a scrutiniser(s).
- 13.3 A Chairman of a General Meeting arranges for a due course of a General Meeting, including arranging for order of voting, ensuring its proper course, declare the General Meeting to be closed, resolve doubts concerning the procedure and manage work of the staff procuring the course of a General Meeting.
- 13.4 A Chairman of a General Meeting may not resign from his position without a significant reason.
- 13.5 After a Chairman of a General Meeting takes up his position, he will open each agenda item according to the order mentioned in the invitation. The Chairman will call on a person who suggested a proposal to present the proposal and then will call on a person who suggested a counter-proposal to present the counter-proposal. Each shareholder suggesting a motion (i.e. a proposal or counter-proposal) will have reasonable time for presentation of his motion determined by the Chairman.
- 13.6 After the proposals (or counter-proposals) for a particular agenda item are presented, the Chairman announces what proposals or counter-proposals have been submitted and determines the order of voting.
- 13.7 Prior to the voting, the Chairman asks if there are any objections to the motions, and the General Meeting will listen to these objections, if any.
- 13.8 After the voting, the Chairman declares the outcome of the voting.
- 13.9 A General Meeting may decide that some matters included in the agenda of a General Meeting will be (i) postponed on a subsequent General Meeting or (ii) not discussed at all. Such decision can be adopted only for significant reasons and must be justified. Such decision cannot be adopted in case the relevant General Meeting has been convened on request of a qualified shareholder (unless such qualified shareholder consents to such decision).
- 13.10 A minute taker prepares minutes from a General Meeting. Minimal contents of the minutes is stipulated by law.

14. VOTING AT GENERAL MEETING

- 14.1 Shareholders vote by raising a voting card indicating the number of votes pertaining to the respective shareholder.
- 14.2 It is permitted to vote at a General Meeting with use of technical means through a direct two-way remote transmission based on sound or image two-way communication tool that will enable verification of the identity of a person entitled to perform the voting right and recognize the shares with the performed voting right (such as a phone or a videoconference).
- 14.3 Shareholders may also cast votes by correspondence voting. In such a case, shareholders cast their votes in writing at least one (1) business day before a General Meeting is opened. Those shareholders who vote by correspondence voting are deemed present at the General Meeting

but only for the purposes of voting for those agenda items for which they have casted votes by correspondence.

- 14.4 A correspondence voting must include:
- (a) name, surname, date of birth and residence address of a shareholder (if a shareholder is an individual) or a representative of a shareholder;
 - (b) business name, registered seat and identification (registration) number of a shareholder (if a shareholder is a legal person);
 - (c) agenda item to which the voting relates;
 - (d) number and face value of shares of a shareholder with which the shareholder performs the voting;
 - (e) information whether a shareholder votes for, against or whether the shareholder abstains from voting; and
 - (f) notarized signature of a person who signs a correspondence voting; if a correspondence voting is signed by a proxy, the proxy must attach a Power of Attorney signed by the shareholder (if a shareholder is an individual) or signed by an authorized person on behalf of the shareholder (if a shareholder is a legal entity). Signatures on the Power of Attorney must be notarized.
- 14.5 In case a shareholder who is a legal entity performs the correspondence voting, a correspondence voting must be accompanied by an original or certified copy of a registry extract or another reliable document that will prove the existence of the shareholder and the authorization of the authorized person(s) to sign the correspondence voting on behalf of the shareholder or to sign the Power of Attorney based on which a proxy signed the correspondence voting. If these documents are not in Czech or English language, an official translation of the documents or a necessary part thereof into Czech or English language must be attached. These documents (except the Power of Attorney) may not be older than three (3) months. Signatures on the Power of Attorney must be notarized.
- 14.6 Kofola may admit a correspondence voting without the documents under the Section 14.5 being submitted in their entirety or with necessary notarization if there is no doubt about the identity of such voting shareholder and the shareholder's power to cast the votes.
- 14.7 A correspondence voting that has been received by Kofola cannot be changed or cancelled. If the shareholder who cast corresponding votes will be also present at the General Meeting, correspondence voting is disregarded.

15. BOARD OF DIRECTORS

- 15.1 The Board of Directors is a statutory body of Kofola.
- 15.2 The Board of Directors is in particular authorized and obliged to:
- (a) manage Kofola's business;
 - (b) ensure that Kofola's books are properly kept;
 - (c) submit ordinary, extraordinary, consolidated and, where appropriate, interim financial statements to the General Meeting;

- (d) submit a proposal on profit distribution or coverage of loss to the General Meeting; and
 - (e) take other actions required by the Czech Companies Act, other laws and these Articles of Association.
- 15.3 Notwithstanding other matters falling within the competence of the Board of Directors, the following matters shall require the adoption of a resolution by the Board of Directors:
- (a) approving the draft consolidated economic and financial plan (the "budget") that will be presented to the Supervisory Board for approval,
 - (b) unless the same matter falls within the competence of the Supervisory Board pursuant Sec. 16.2(h), approving subscription, acquisition or disposal of shares in other entities and approving joining a company or partnership under commercial law or a civil-law by Kofola or any of its subsidiaries,
 - (c) unless the same matter falls within the competence of the Supervisory Board pursuant to Sec. 16.2(i), approving a registered capital increase, sale of enterprise or an organized part of enterprise, a demerger, merger or other transformations of Kofola or any of its subsidiary,
 - (d) unless the same matter falls within the competence of the Supervisory Board pursuant to Sec. 16.2(m), approving acquisition or other disposal by Kofola or its subsidiary of real property whose values exceeds the amount of EUR 5,000,000 or its equivalent, of a perpetual usufruct right or an interest in such a real property,
 - (e) unless the same matter falls within the competence of the Supervisory Board pursuant to Sec. 16.2(j) or 16.2(o), approving the assumption of a liability or the disposal of assets by Kofola or any its subsidiary in a transaction other than executed in the ordinary course of business of the Kofola or any Kofola's subsidiary, where such transaction has not been provided for in the budget of Kofola or any its subsidiary and its value - based on one or more related legal transactions - exceeds the amount of EUR 250,000 or its equivalent,
 - (f) proposing the liquidation of any Kofola's subsidiary,
 - (g) defining the terms and conditions of remuneration of the management boards and supervisory boards members of Kofola's subsidiaries,
 - (h) proposing amendments of the articles of association and approving the rules of procedure for supervisory and management boards of Kofola's subsidiaries,
 - (i) unless the same matter falls within the competence of the Supervisory Board pursuant to Sec. 16.2 (l), issuing sureties by Kofola or its subsidiaries or creating security on the assets of Kofola or its subsidiaries, with a view to secure performance of obligations/discharge of liabilities by entities other than Kofola's subsidiaries.
- 15.4 The Board of Directors must present a consolidated economic and financial plan (budget) for a following fiscal year of Kofola to the Supervisory Board no later than two months prior to the beginning of the following fiscal year of Kofola. If the Supervisory Board does not approve the budget, the Board of Directors will conduct activities based on the most recent approved annual budget. The Board of Directors is obliged to prepare and present to the Supervisory Board monthly reports on the performance of Kofola's consolidated budget within twenty (20) days from the end of each month.

- 15.5 The Board of Directors has six (6) members who are elected and recalled by the Supervisory Board.
- 15.6 The Board of Directors – by the way of resolution of the Board of Directors adopted upon prior approval granted by the Supervisory Board – shall itself determine functions that particular members of the Board of Directors shall serve within the Board of Directors, with reservation that the Board of Directors shall always include Chairman of the Board of Directors (Chief Executive Officer) and Chief Financial Officer.
- 15.7 The term of a member of the Board of Directors is five (5) years. Reappointment is possible.
- 15.8 In case a legal entity is a member of the Board of Directors and is wound up, its legal successor does not become a member of the Board of Directors.
- 15.9 A member of the Board of Directors is, in compliance with Sec. 438 of the Act No. 89/2012 Coll., the Civil Code, authorized to entrust another person to represent Kofola in certain matters.
- 15.10 The Board of Directors grants or revokes a general proxy (*prokura*). Approval of the grant or revocation by the General Meeting is not required.
- 15.11 Meetings of the Board of Directors are convened as the need arises. The meetings are held at Kofola's registered office or at another venue upon consent of all the Board of Directors members.
- 15.12 The Board of Directors constitutes a quorum if a majority of its members is present or otherwise takes part in a meeting. It takes a decision by a majority of votes of present or otherwise participating members.
- 15.13 The Board of Directors elects and recalls from its members a chairman of the Board of Directors whose vote is decisive in case of equality of votes.
- 15.14 A meeting of the Board of Directors is convened by a written or electronic invitation, stating the place, date, time of the meeting and its agenda. The invitation must be delivered to the members at least two (2) business days prior to the meeting, together with the materials that should be discussed by the Board of Directors. If there is a risk of delay, this deadline may be shortened to a necessary extent.
- 15.15 If the Supervisory Board removes from office any member or members of the Board of Directors as a result of which the number of the Board of Directors members falls below five, the Supervisory Board must appoint on the same meeting new members of the Board of Directors in such a number which will guarantee the maintenance of the composition of the Board of Directors referred to in these Articles of Association.
- 15.16 If the term of office of any member or members of the Board of Directors terminates due to reasons other than their removal from office and, as a result, the number of the Board of Directors members falls below five, the Supervisory Board must, within fourteen (14) days of the occurrence of such fact, appoint a new member or members of the Board of Directors in such a number which will guarantee the maintenance of the composition of the Board of Directors referred to in these Articles of Association.
- 15.17 The Board of Directors can adopt resolutions outside a meeting (*per rollam*) of the Board of Directors by use of technical means. The conditions of the decision-making must be determined so as to enable verification of identity of the member of the Board of Directors authorized to participate at the decision-making. The Board of Directors may also adopt decisions outside their meeting (*per rollam*) in writing. The proposal for adoption of a resolution outside their meeting is submitted by any member of the Board of Directors,

provided that such member determines the deadline for voting and the manner of voting; the deadline must not be shorter than five (5) business days or longer than ten (10) business days. The member of the Board of Directors proposing a resolution will make a record of the resolution adopted outside the meeting and will inform the Board of Directors on adoption of the resolution.

- 15.18 Minutes of the meetings are drawn up and signed by the Chairman and a minute taker to document the course of the Board of Directors' meetings and its decisions; an attendance list is attached to the minutes.
- 15.19 The Board of Directors can adopt its Rules of Procedure that will regulate a course of meeting of the Board of Directors within the conditions stipulated by law and these Articles of Association. The Rules of Procedure may regulate establishment of committee(s) of the Board of Directors having the powers stipulated therein. The Rules of Procedure must also be approved by the Supervisory Board.

16. SUPERVISORY BOARD

16.1 The Supervisory Board is a controlling body of Kofola.

16.2 The Supervisory Board is in particular authorized and obliged to:

- (a) elect and recall members of the Board of Directors as well as approve the Board of Directors decisions regarding determination of functions that particular members of the Board of Directors shall serve within the Board of Directors;
- (b) supervise the exercising of powers by the Board of Directors and Kofola's activities;
- (c) review all documents and records concerning Kofola's activities and check whether the accounting records are kept properly and in accordance with reality;
- (d) check whether Kofola's business or other activities are carried out in accordance with other legal regulations and with the Articles of Association;
- (e) review the ordinary, extraordinary, consolidated and, where appropriate, interim financial statements as well as a proposal on profit distribution or coverage of loss, and submit its opinions to the General Meeting;
- (f) approve the budget of the capital group of Kofola prepared by Kofola's Board of Directors, approve any material change of the format used for preparing Kofola's budget;
- (g) approve Kofola's long-term operating plans developed by the Board of Directors;
- (h) approve any acquisition, purchase or disposal of shares in other entities, as well as joining any company or partnership pursuant to commercial law or civil law, by Kofola or any of its subsidiaries, in case such transaction is not provided for in the budget of Kofola and its value exceeds EUR 8,000,000 or an equivalent of that amount;
- (i) approve any registered capital increase, sale of enterprise or an organised part of enterprise, a demerger, merger or other transformation of any Kofola's subsidiary if the value of assets subject to such transaction exceeds 15% of Kofola's consolidated assets disclosed in the financial statements for the preceding financial year and if such transaction is not provided for in the budget of Kofola;

- (j) approve the conclusion of an agreement (by Kofola or any of its subsidiaries) which is not provided for in the budget of Kofola and under which Kofola or its subsidiary would assume a liability in amount exceeding:
 - (i) EUR 30,000,000 or an equivalent of that amount with respect to activities conducted as part of the ordinary course of business; and
 - (ii) EUR 3,000,000 or an equivalent of that amount with respect to activities conducted outside the ordinary course of business;
- (k) approve the conclusion of a loan agreement (or another similar agreement concerning financial debt) by Kofola or its subsidiary acting as a lender if such an agreement is not provided for in the budget of Kofola and its value exceeds EUR 2,000,000 or an equivalent of that amount, except for:
 - trade credit granted in the ordinary course of business; and
 - loans granted on the market principles between the companies falling within the group of Kofola companies (the "Kofola's Group");
- (l) approve the issue of any sureties, guarantees (or other forms of assuming responsibility for third-party liabilities) by Kofola or any company within the Kofola's Group if they are not provided for in Kofola's budget and their value exceeds EUR 2,000,000 or an equivalent of that amount; the term "third party" does not apply to Kofola and its subsidiaries;
- (m) approve acquisition or disposal by Kofola or its subsidiaries of real property, a perpetual usufruct right or an interest in real property (or in a perpetual usufruct right) if such transaction is not provided for in Kofola's budget and its value exceeds EUR 5,000,000 or an equivalent of that amount;
- (n) approve the disposal of any intellectual property rights of Kofola or its subsidiaries if the actual market value of such rights exceeds EUR 1,000,000 or an equivalent of that amount and if no such disposal is provided for in Kofola's budget;
- (o) approve the disposal, by Kofola or any of its subsidiaries, of assets whose value exceeds 15% of the Kofola's consolidated net book value (if the disposal is made by Kofola) or 15% of the net book value of a given Kofola's subsidiary (if disposal is made by a given Kofola's subsidiary) disclosed in the financial statements for the preceding financial year, if no such disposal is provided for in Kofola's budget;
- (p) approve the liquidation of any Kofola's subsidiary if the value of such Kofola subsidiary's assets exceeds 15% of Kofola's consolidated assets disclosed in the financial statements for the preceding financial year;
- (q) approve the terms and conditions of remuneration of members of Kofola's Board of Directors;
- (r) approve the terms and conditions of remuneration of members of the management and supervisory boards of Kofola's subsidiaries if the total annual remuneration of a given person (including any bonuses, awards, severance payments and other similar benefits) exceeds the following limits (gross value):
 - (i) for members of the management boards of Kofola's subsidiaries: EUR 175,000 or an equivalent of that amount;
 - (ii) for members of the supervisory boards of Kofola's subsidiaries: EUR 25,000 or an equivalent of that amount;

- (s) approve the rules of procedure for Kofola's Board of Directors as well as any changes to those rules;
- (t) approve the rules of procedure for Kofola's Supervisory Board as well as any changes to those rules;
- (u) propose the appointment of an auditor to audit the financial statements of Kofola's subsidiaries;
- (v) approve the conclusion, by Kofola or any of its subsidiaries, of an agreement concerning a transaction with a party related to (i) Kofola (ii) any company within Kofola's Group, or (iii) any shareholder (participant) holding at least 5% shareholding in Kofola or holding any shareholding in any of its subsidiaries or (iv) any member of the Supervisory Board or the Board of Directors of Kofola or any of its subsidiaries, except for the contracts as provided below:
 - (i) the contracts for the sale or for delivery of products and goods and materials to the production, the contracts for the provision of services or the contracts for the sale of fixed assets concluded on the market rules between the companies within Kofola's Group if the value of such transaction on a one-off basis or over a period of one year does not exceed the amount of EUR 1,000,000 or its equivalent,
 - (ii) the guarantee contracts and other contracts of a similar nature concluded between the companies within Kofola's group if the value of the commitment does not exceed the amount of EUR 5,000,000 or its equivalent;
- (w) approve the appointment and recall of members of the Board of Directors of Kofola's subsidiaries as well as Country General Managers or the conclusion and termination of contracts with them;

“Country General Manager” shall mean country general managers being the head of the company's group operation in the given geographical markets in which the company (directly or via its subsidiaries) operates, namely (i) Czech Republic and Slovak Republic jointly; (ii) Poland, (iii) Slovenia and (iv) other geographical market(s) the Company may enter into in the future;

and
- (x) take other actions required by the Czech Companies Act, other laws and these Articles of Association.

- 16.3 The Supervisory Board has six (6) members who are elected and recalled by the General Meeting.
- 16.4 The term of a member of the Supervisory Board is five (5) years. Reappointment is possible.
- 16.5 In case a legal entity is a member of the Supervisory Board and is wound up, its legal successor does not become a member of the Supervisory Board.
- 16.6 The Supervisory Board holds at least one (1) meeting every calendar quarter. The meetings are held at Kofola's registered office or at another venue upon consent of all the Supervisory Board members.
- 16.7 The Supervisory Board constitutes a quorum if a majority of its members is present or otherwise takes part in a meeting. It takes a decision by a majority of votes of present or otherwise participating members.

- 16.8 The Supervisory Board meetings, save for issues which directly concern the Board of Directors or its members, and in particular their removal and liability, should be accessible and open to members of the Board of Directors.
- 16.9 The Supervisory Board elects and recalls from its members a chairman of the Supervisory Board whose vote is decisive in case of equality of votes.
- 16.10 A Supervisory Board meeting may be convened by the Chairman of the Supervisory Board acting on its own initiative or at the request of Kofola's Board of Directors or any member of Kofola's Supervisory Board. The meeting should be convened within two (2) weeks from the date when a relevant request is submitted by an authorised person, and the meeting should be scheduled for a date falling within four (4) weeks from the date of submitting the request. The Supervisory Board meetings must be convened by registered mail, electronic mail or fax sent at least two (2) weeks before the planned date of the meeting.
- 16.11 Members of the Supervisory Board can adopt resolutions outside a meeting (*per rollam*) of the Supervisory Board by use of technical means. The conditions of the decision-making must be determined so as to enable verification of identity of the member of the Supervisory Board authorized to participate at the decision-making. The Supervisory Board may also adopt decisions outside a meeting (*per rollam*) in writing. The proposal for adoption of a resolution outside a meeting is submitted by any member of the Supervisory Board, provided that such member determines the deadline for voting and the manner of voting; the deadline must not be shorter than two (2) business days or longer than ten (10) business days. The member of the Supervisory Board proposing a resolution will make a record of the resolution adopted outside the meeting and will inform the Supervisory Board on adoption of the resolution.
- 16.12 Minutes of the meetings are drawn up and signed by the Chairman and a minute taker to document the course of the Supervisory Board's meetings and its decisions; an attendance list is attached to the minutes.
- 16.13 The Supervisory Board can adopt its Rules of Procedure that will regulate a course of meetings of the Supervisory Board within the conditions stipulated by law and these Articles of Association. The Rules of Procedure may regulate establishment of committee(s) of the Supervisory Board having the powers stipulated therein.

17. AUDIT COMMITTEE

- 17.1 Kofola forms the Audit Committee. The Audit Committee is composed of three (3) members appointed and recalled by the General Meeting from among members of the Supervisory Board or third parties.
- 17.2 Powers of the Audit Committee are stipulated by law.
- 17.3 The Audit Committee constitutes a quorum if a majority of its members is present or otherwise takes part in a meeting. It takes a decision by a majority of votes of present or otherwise participating members.
- 17.4 The term of a member of the Audit Committee is five (5) years. Reappointment is possible.
- 17.5 The Audit Committee elects and recalls from its members a chairman of the Audit Committee whose vote is decisive in case of equality of votes.
- 17.6 A meeting of the Audit Committee is convened by a written or electronic invitation, stating a place, date, time of the meeting and its agenda. The invitation must be delivered at least 14

days prior to the meeting, together with the materials that should be discussed by the Audit Committee. If there is a risk of delay, this deadline may be shortened to a necessary extent.

- 17.7 Members of the Audit Committee can adopt resolutions outside a meeting (*per rollam*) of the Audit Committee by use of technical means. The conditions of the decision-making must be determined so as to enable verification of identity of a member of the Audit Committee authorized to participate at the decision-making. The Audit Committee may also adopt decisions outside the meeting (*per rollam*) in writing. The proposal for adoption of a resolution outside the meeting is submitted by any member of the Audit Committee, provided that such member determines the deadline for voting and the manner of voting; the deadline must not be shorter than seven (7) business days or longer than fourteen (14) business days. The member of the Audit Committee proposing a resolution will make a record of the resolution adopted outside a meeting and will inform the Audit Committee on adoption of the resolution.
- 17.8 Minutes of meetings are drawn up and signed by the Chairman and a minute taker to document the course of the Audit Committee's meetings and its decisions; an attendance list is attached to the minutes.
- 17.9 The Audit Committee can adopt its Rules of Procedure that will regulate course of meetings of the Audit Committee within the conditions stipulated by law and these Articles of Association. The Rules of Procedure may regulate establishment of committee(s) of the Audit Committee having the powers stipulated therein.

18. ACTING ON BEHALF OF COMPANY, SIGNING ON BEHALF OF COMPANY

- 18.1 Kofola is represented in all matters by any two members of the Board of Directors acting jointly.
- 18.2 The person who signs on behalf of Kofola attaches its signature and information on its position or employment title next to Kofola's business name.

19. CHANGES TO REGISTERED CAPITAL, FINANCIAL ASSISTANCE AND DIVISION OF PROFIT AND COMPANY'S FUNDS

- 19.1 Unless stated otherwise, the increase and decrease of the registered capital will be governed by the relevant provisions of the Czech Companies Act.
- 19.2 Decrease of the registered capital by withdrawal of shares from circulation based on a draw is not allowed.
- 19.3 Kofola may provide financial assistance under the terms set out by the Czech Companies Act.
- 19.4 A share in profit may be distributed among the shareholders, members of Kofola's bodies and Kofola's employees in the amount approved by the General Meeting. The General Meeting may approve distribution of a share in profit among other persons than those listed in the preceding sentence.
- 19.5 Kofola may distribute interim dividends under the terms stipulated by the Czech Companies Act.
- 19.6 Unless a resolution of the General Meeting or an agreement with a shareholder provides otherwise, Kofola will distribute a share in profit in cash form (i) to the address maintained in the register of book-entry securities as of the decisive date for exercising the right to a profit

share or (ii) to a shareholder's bank account which a shareholder communicated to Kofola for the purpose of payment of a share in profit in cash form.

- 19.7 Unless the law provides otherwise, Kofola is not obliged to create and replenish a reserve fund. Kofola may create and replenish a voluntary fund pursuant to legal regulations, for instance from profit or other own sources. Voluntary funds may be used in full or in part in compliance with legal regulations or may be cancelled.


20. FINAL PROVISIONS

- 20.1 All activities of Kofola, as well as its legal relationships, are governed by legal regulations determined by the jurisdiction of the Czech Republic.
- 20.2 Kofola has submitted to the Czech Companies Act as a whole.

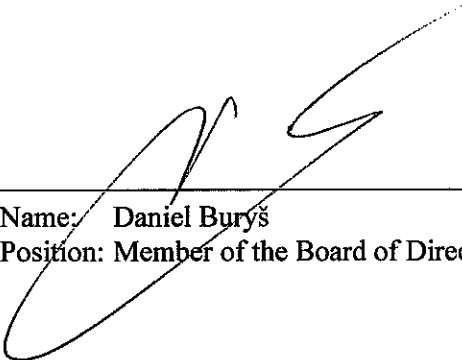
SIGNATURE PAGE

This Project was executed on the date mentioned on the initial page of this Project.

Kofola ČeskoSlovensko a.s.




Name: Janis Samaras
Position: Chairman of the Board of Directors

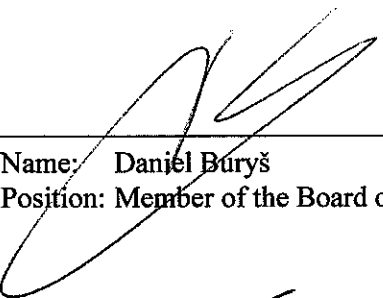


Name: Daniel Buryš
Position: Member of the Board of Directors

Kofola CS a.s.

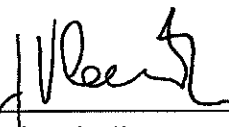


Name: Janis Samaras
Position: Chairman of the Board of Directors

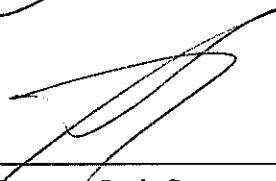


Name: Daniel Buryš
Position: Member of the Board of Directors

PINELLI spol. s r.o.

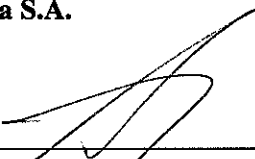


Name: Jiří Vlasák
Position: Executive

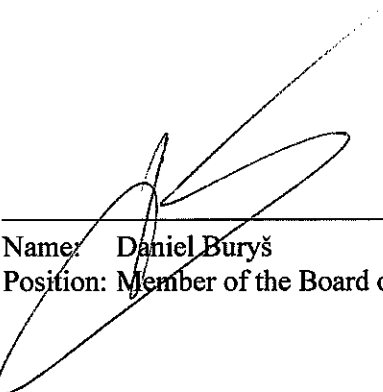


Name: Janis Samaras
Position: Executive

Kofola S.A.

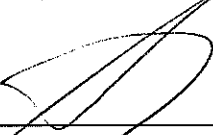


Name: Janis Samaras
Position: Chairman of the Board of Directors



Name: Daniel Buryš
Position: Member of the Board of Directors

KOFOLA, holdinška družba d.o.o.



Name: Janis Samaras
Position: Managing Director