



**Ugovor o poveravanju komunalnih delatnosti
strateškom partneru
na period od 25 godina**

**Agreement of Entrustment of Communal
Activities to a Strategic Partner
for a period of 25 years**

(u daljem tekstu: "Ugovor")

(in the following "the Agreement")

Ovaj Ugovor zaključen je između

This Agreement is entered into by

1.
Opštine Kikinda (u daljem tekstu:
"Kikinda"), koju predstavlja Predsednik
Opštine Kikinda, Dr. Branislav Blažić

1.
The Municipality of Kikinda (in the following
"Kikinda"), represented by the Mayor of the
Municipality of Kikinda, Dr. Branislav Blazic

i Strateškog Partnera

and the Strategic Partner

2.
.A.S.A. International Environmental Services
GmbH (u daljem tekstu: ".A.S.A."), kojeg
predstavljaju Erich Padaurek i Karel
Prochazka

2.
.A.S.A. International Environmental Services
GmbH (in the following ".A.S.A."),
Represented by Erich Padaurek and Karel
Prochazka

Kikinda i .A.S.A. će se u daljem tekstu zajedno
označavati sa „Partneri“ ili „Ugovorni partneri“

Kikinda and .A.S.A. will in the following also be
collectively referred to as "the Partners" or
Contracting Partners"

Preambula

Preamble

Na osnovu Javnog tendera od dana 24.08.2006.
godine, Prilog /1, ponude koju je dao .A.S.A. (u
daljem tekstu: "Ponuda") dana 08.09.2006.

Based on the Public Tender dating from Aug.
24th, 2006, Annex./1, the offer submitted by
.A.S.A. (in the following "the Offer") on Sept. 8th,

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godine, Prilog /2, izveštaja Konkursne Komisije datog dana 22.09.2006. godine, Prilog /3 i Rešenja Predsednika Opštine od 22.09.2006. godine, Prilog /4, Partneri sada zaključuju ovaj Ugovor na period od 25 godina. Ovaj Ugovor zaključuje se za potrebe opštinskih delatnosti, odnosno sakupljanja, prevoza, tretiranja i odlaganja komunalnog otpada, uključujući i rad deponije koja se nalazi na teritoriji Kikinde, i potvrđen je Odlukom Skupštine opštine Kikinda dana 04.10.2006. godine, Prilog /5.

2006, Annex /2 the report of the Evaluation Committee of Sept. 22nd, 2006 Annex /3 and the decree of the Mayor of Sept. 22nd, 2006, Annex /4, the Partners hereby conclude the present Agreement for a duration of 25 years. This Agreement is entered into for the purposes of municipal activities, namely the collection, transport, treatment and disposal of communal waste, including operation of the landfill located within the municipal area of Kikinda, and has been confirmed by decision of Kikinda's General Assembly on Oct. 4th, 2006, Annex /5.

Na osnovu člana 31 stav 1, alineje 30 Statuta Kikinde ("Službeni glasnik opštine Kikinda", br. 4/06 – usklađeni tekst), u skladu sa članovima 11, 12 Zakona o komunalnim delatnostima ("Službeni glasnik Republike Srbije", br. 16/97 odnosno 42/98) dogovoreno je sledeće:

Based on Article 31 para 1, subpara 30 of the Statutes of Kikinda ("Official Journal of the Municipality of Kikinda", no. 4/06 – adjusted text), concordant to Articles 11, 12 of the Law on Communal Activities ("Official Journal of the Republic of Serbia", no. 16/97 and 42/98, respectively), the following has been agreed:

Strateškom partneru se stoga dodeljuje obavljanje sledećih komunalnih delatnosti preko zajednickog preduzeća koje će biti osnovano u skladu sa ovim Ugovorom:

The Strategic Partner is awarded to perform the following communal activities via a joint venture company to be founded as stipulated in this Agreement:

- 1) Sakupljanje, prevoz i odlaganje otpada na regionalnu deponiju za čvrst komunalni otpad u Kikindi;
- 2) Selekcija i plasman sekundarnih sirovina;

- 1.) Collection, transport and disposal of waste to the regional landfill for solid communal waste in Kikinda;
- 2.) Selection and placement of secondary raw materials;

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- 3) Nastavak izgradnje regionalne deponije i centra za selekciju;
4) Upravljanje regionalnom deponijom i centrom za selekciju.

- 3.) Continuation of construction of the regional landfill and the selection center;
4.) Management of the regional landfill and selection center.

Kao inicijalnu investiciju, Strateski Partner će (kroz zajedničko preduzeće) transferisati plaćanje Kikinda u iznosu od € 2.027.000.- ukupno. (uključujući PDV) u skladu sa odredbama ovog Ugovora.

As an initial investment the Strategic Partner will (via joint venture company) transfer payments to Kikinda in the amount of € 2.027.000.- in total. (including VAT) according to the stipulations set out in this Agreement.

Predsednik Opštine je ovlašćen za zaključivanje svih potrebnih ugovora a naročito nekoliko Posebnih ugovora navedenih u ovom Ugovoru o poveravanju komunalnih delatnosti sa A.S.A. (videti odluku Skupštine Opštine Kikinda, Prilog /5).

The Mayor is entitled to conclude all necessary agreements in particular the several Special Agreements as stated in this Agreement of Entrustment of Communal Activities with A.S.A. (see decision of the General Assembly of the Municipality of Kikinda, Annex /5).

Stoga, Kikinda i A.S.A. kao Ugovorne strane ovime stupaju u

Thus, Kikinda and A.S.A. as the Contracting Parties hereby enter into the present

Ugovor o poveravanju komunalnih delatnosti
(Ugovor o osnovnim principima uslova
strateškog partnerstva, ili
"Ugovor o pružanju usluga")

Agreement of Entrustment of Communal
Activities (Agreement on the basic principles of
the conditions of the strategic partnership, or
"General Service Agreement")

Uz ovaj Ugovor, Partneri će imati pravo da zaključe i dodatne Posebne ugovore kojima se

In addition to the present Agreement, the Partners shall be entitled to conclude further Special

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regulišu pojedini aspekti partnerstva, kao što su osnivanje društva sa zajedničkim ulaganjem, prava nad deponijom, prava i obaveze u vezi sa sakupljanjem, tretiranjem i odlaganjem otpada. Ovi Posebni ugovori biće podložni osnovnim principima ugovorenim u ovom Ugovoru.

Agreements to regulate individual aspects of the partnership, such as the incorporation of the Joint Venture Company, the rights in the landfill, the rights and obligations concerning waste collection, treatment and disposal. These Special Agreements will be subject to the basic principles as agreed in the present Agreement.

Odeljak 1

Osnivanje društva sa zajedničkim ulaganjem

1.1 Radi obavljanja aktivnosti na osnovu ovog strateškog partnerstva, Partneri su saglasni da osnuju društvo sa zajedničkim ulaganjem sa pravnom formom "d.o.o." u skladu sa zakonima Srbije i nazivom "A.S.A. Kikinda" (u daljem tekstu: "zajedničko ulaganje" ili "ZU"). Ugovor o osnivanju će biti u formi datoj u Aneksu 8. Raspodela vlasništva u ovom Ugovoru o zajedničkom ulaganju u vreme osnivanja biće u skladu sa dole navedenim:

- 80% - A.S.A. (pri čemu ovaj udeo može biti podeljen između A.S.A. International i A.S.A. Eko d.o.o.)
- 20% - Opština Kikinda

Udeo Kikinde neće ni u koje vreme biti manji od 20%.

Udeo A.S.A. neće ni u koje vreme biti manji od 75%.

Section 1

Incorporation of a Joint Venture Company

1.1 In order to accomplish their tasks under this strategic partnership, the Partners have agreed to incorporate a Joint Venture Company under the legal form of a "d.o.o." under Serbian law with the name "A.S.A. Kikinda" (in the following "Joint Venture" or "JV"). The Incorporation Act shall have the wording of Annex 8. The distribution of ownership in this Joint Venture Agreement in the time of establishment shall be as set out below:

- 80% - A.S.A. (whereas this share may be divided between A.S.A. International and A.S.A. Eko d.o.o.)
- 20% - Municipality of Kikinda

The share of Kikinda will at no time be less than 20%.

The share of A.S.A. will at no time be less than 75%.

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Ukoliko bude potrebno da se poveća kapital ZU-a iznad ukupnog iznosa od € 750.000,-, a Kikinda odbije da izvrši takvo povećanje, .A.S.A. je slobodna da odluči kako će staviti dodatni kapital ZU na raspolaganje bez povećanja registrovanog kapitala ZU-a, npr. kao zajam osnivača po razumnoj kamatnoj stopi, itd.

If an increase of JV's capital above a total amount that equals € 750.000,- is necessary and Kikinda refuses to grant an additional contribution, .A.S.A. is free to decide how to place additional capital at JV's disposal without increasing registered share capital of JV, e.g. as a shareholder's loan at reasonable interest, etc.

Ukoliko se nelikvidnost ZU može izbjeći jedino povećanjem registrovanog kapitala, Kikinda mora ili srazmerno da učestvuje u povećanju kapitala u ZU ili da kao posledicu prihvati smanjenje svog udela u ZU.

If insolvency of JV can only be avoided by increasing the registered share capital, Kikinda would either have to give a proportionate contribution in capital increase to JV or accept decrease of its stake in JV as a consequence.

Predlog pravne strukture strateškog partnerstva opisan je u organizacionoj šemi "Pravna struktura projekta Kikinda" datoj u vidu Priloga /7. Definitivni iznos osnivačkog kapitala ZU ni u kom slučaju ne sme premašiti limit of € 750.000,- u vreme osnivanja.

A Proposal for the legal structure of the strategic partnership is described in the organization chart "Legal Structure Project Kikinda" attached as Annex /7. The definitive amount of total share capital of JV must in any case not exceed the limit of € 750.000,- in the time of foundation.

1.2 .A.S.A. Kikinda će preuzeti sledeće obaveze u skladu sa Ponudom od 07.09.2006 godine:

1.2 .A.S.A. Kikinda will assume the following obligations according to the Offer of Sept. 7th, 2006:

- a. Sakupljanje, prevoz i odlaganje otpada na regionalnu deponiju za čvrst komunalni otpad u Kikindi;
- b. Selekcija i plasman sekundarnih sirovina;
- c. Nastavak izgradnje regionalne deponije i

- a. Collection, transport and disposal of waste to the regional landfill for solid communal waste in Kikinda;
- b. Selection and placement of secondary raw materials;
- c. Continuation of construction of the

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centra za selekciju;
d. Upravljanje regionalnom deponijom i
centrom za selekciju.

regional landfill and the selection center;
d. Management of the regional landfill and
selection center.

U kontekstu ovog Ugovora „regionalna deponija“ ili „deponija“ će imati značenje deponije uključujući infrastrukturu i zgrade locirane na toj lokaciji kao što je predviđeno u odeljku 2.4. ovog Ugovora.

In the context of this Agreement “landfill” or “regional landfill” has the meaning of landfill including infrastructure and buildings located on the land as stipulated in s.2.4.

1.3. Kikinda će uneti ulog u novcu ili u stvarima u iznosu od € 150.000,- najdalje do 15. maja 2007 (bilo kao osnovni ulog ili u smislu povećanja osnovnog kapitala). U slučaju da ulog (u celini ili u delu) u stvarima, on će se sastojati od svih pokretnih stvari JKP 6. Oktobar koje su u vezi da aktivnostima ZU-a i koje nisu navedene u odeljku 1.4. Takve stvari će biti procenjene od strane nezavisnog računovodje kojeg će zajednički imenovati Partneri.

1.3. Kikinda will pay in a contribution in cash or in kind at an amount of € 150.000.- by May 15th, 2007 at the latest (be it as an initial contribution or by means of an increase of share capital). If contribution shall be (wholly or in part) in kind, it should comprise of all movable assets of JKP 6. Oktobar which are related to the business of JV and not stipulated in Section 1.4. Such assets shall be evaluated by an independent accountant to be mutually appointed by the Partners.

Ukoliko vrednost stvari JKP-a 6 Oktobar koje su u vezi sa aktivnostima ZU-a predje vrednost od € 150.000, ostatak stvari JKP-a 6 Oktobar, koje su u vezi sa aktivnostima ZU-a, ce biti otkupljen od strane ZU-a po procenjenoj ceni.

If the value of assets of JKP 6 Oktobar relating to JV business exceeds the amount of € 150.000, the remaining assets of JKP 6 Oktobar relating to JV business shall be purchased by JV at the evaluated price.

1.4. .A.S.A. će svoj ulog uplatiti u novcu u maksimalnom iznosu od € 600.000.-. Uplata se ima izvršiti blagovremeno da bi se – ukoliko je to dovoljan iznos u skladu sa odredbama odeljka

1.4. .A.S.A. will pay in its contribution at a maximum amount of € 600.000.- in cash. The payment must be effectuated in sufficient time to –

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1.3. ovog Ugovora – omogućila nabavka sledećih sredstava u razumnom roku nakon osnivanja ZU ukoliko su i u meri u kojoj su potrebna radi pružanja dodeljenih usluga:

- 4 komada auto smečara sa potisnom pločom
- 2 komada smečara
- 1 autopodizač
- kante za smeće i kontejneri (npr. 1.100 i 120 litara) u dovoljnim količinama za sakupljanje komunalnog otpada na opštini Kikinda kao i kontejneri sa zapreminom od 6 do 30 m³ da bi se obezbedio kvalitetan sistem sakupljanja u tom regionu.

Kao dodatak tome ZU će kupiti jedan Volvo kamion i 10 kontejnera koji su bili u vlasništvu JKP 6. Oktobar u ukupnoj vrednosti of € 100.000.- uključujući PDV, od Kikinde, (iznos RSD će biti preračunat po srednjem kursu NBS na dan plaćanja).

1.5 Partneri su saglasni da će otprilike 50 - 60 zaposlenih i kvalifikovanih (za usluge koje će ZU pružati) biti zaposleni od strane ZU od trenutka kada ZU otpočne poslove sakupljanja i odlaganja. Ti zaposleni ostaće u radnom odnosu u ZU barem pet godina, pod uslovom da svoje poslove obavljaju valjano i da su spremni da prihvate

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in so far as it is sufficient in amount subject to the stipulations in s. 1.3. of the present Agreement – allow for procurement of the following assets within reasonable time after the foundation of JV if and to the extent they are necessary to provide the assigned services:

- 4 press trucks
- 2 garbage trucks
- 1 auto arm lifter
- garbage cans und containers (e.g. 1.100 and 120 liters) in sufficient quantity for the collection of communal waste in the Municipality of Kikinda as well as containers with a volume from 6 to 30 m³ in order to secure a high-quality collection system in that region.

In addition to that JV will buy one Volvo truck and 10 containers formerly owned by JKP 6. Oktobar, in the total value of € 100.000.- including VAT, from Kikinda (the RSD amount to be calculated at the middle exchange rate of the NBS for the day of payment).

1.5 The Partners agree that some 50 - 60 employees qualified (for the service to be provided by JV) will be employed by JV from the moment of JV starting operational collection and disposal business. Those employees shall remain in employment with JV for at least five years, provided they fulfil their tasks properly and are

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prilagođavanje svojih zadataka uslugama koje će ZU pružati.

prepared to accept an adjustment of their tasks to the services performed by JV.

ZU će se fokusirati na zapošljavanje zaposlenih JKP-a, koji trenutno rade u oblastima aktivnosti ZU-a.

JV will focus on employing JKP-employees right now working in the fields of JV's business.

1.6 Poslovno sedište ZU će biti u poslovnoj zgradi JKP-a, najmanje prvih 5 godina. ZU ima pravo koriscenja jednog sprata poslovne zgrade JKP-a za nadoknadu u vidu unapred placenog zakupa u iznosu od € 100.000- ukljucujuci poreze, a na osnovu zakupa od € 5 po m2.

1.6 The registered offices of JV will be in the office building of JKP for at least the first 5 years. JV is granted the right to use one floor of the JKP office building against the prepayment of the rent in the amount of € 100.000.- including taxes, based on the rent of € 5 per m2.

1.7 ZU će svojim osnivačima omogućiti pregledanja poslovnih knjiga i finansijskih izveštaja u bilo koje vreme. Uz to, ZU će u svako doba obezbediti informacije u vezi sa obimom otpada sakupljenog i odloženog na deponiju u pitanju.

1.7 JV shall grant to the shareholders a right to inspect the business records and the financial statements at any time. In addition, JV shall at any time provide information concerning the volume of collected and disposed waste on the landfill at issue.

1.8 Kikinda ima pravo da nominuje (a takodje i da povuče nominaciju) zamenika direktora koji će biti ovlašćen da predstavlja društvo zajedno sa generalnim direktorom ili bilo kojim drugim licem ovlašćenim od strane generalnog direktora ili na osnovu odluke osnivača (npr. prokurista).

1.8 Kikinda has the right to nominate (and also revoke the nomination of) the deputy managing director who will be empowered to represent the company jointly with the general manager or any other person empowered by the general manager or by shareholders resolution (e.g. holders of procura).



1.9. ZU namerava da zapošljava ukupan broj od 86 lica sa punim puštanjem u rad (naime kada su deponija, centar za upravljanje otpadom i sistem za prikupljanje u punom radnom kapacitetu i prikupljaju i odlažu otpad iz celog regiona koji se sastoji iz barem 140.000 stanovnika i privrednih i industrijskih preduzeća u ovom regionu). Zaposleni primljeni u radni odnos u skladu sa odeljkom 1.5 ovog Ugovora biće uključeni u taj ukupan broj od 86 zaposlenih.



1.9. JV intends to employ in total 86 persons as of full operative launch (meaning the landfill, the waste management center and the collection system being in full operation and collecting and disposing waste from the whole region comprising at least 140.000 residents and commercial and industrial undertakings in this region). The personnel employed pursuant to s. 1.5. of the present Agreement shall be comprised in this total number of 86.

Odeljak II

Finansiranje deponije

2.1 Kikinda je u prošlosti kupila zemljište i dodelila i finansirala planiranje i izgradnju prve faze deponije.

Status radova izvedenih do dana potpisivanja je naveden u Aneksu /10.

2.2 Partneri ovime izražavaju svoju saglasnost da će predložena tehnička poboljšanja sadržana u ponudi .A.S.A. (npr. elektronski geosenzorski sistem) i detaljno opisana u Aneksu /11, biti implementirana. Kikinda, po potpisivanju ovog Ugovora, odobrava .A.S.A.-i nabavku svih potrebnih aktivnosti, uključujući i izmene projekta izgradnje u toku i zaključivanje svih potrebnih dodatnih ugovora sa kvalifikovanom

Section II

Financing of the Landfill

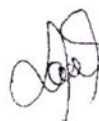
2.1 In the past, Kikinda acquired the land and has assigned and financed the planning and construction of the first phase of a landfill.

The status of construction works done until the date of signing is laid down in Annex /10.

2.2 The Partners hereby agree, that the proposed technical improvements as contained in .A.S.A.'s Offer (e.g. electronic Geosensor System) and described in detail in Annex /11 shall be implemented. Kikinda, once the present agreement has been signed, affords the right to .A.S.A. to procure all necessary activities, including amendments to the construction project in process and to conclude all necessary additional



građevinskom firmom, u skladu sa zajedničkim dogovorom sa Kikindom. .A.S.A. se obavezuje da snosi sve dodatne investicije u tu svrhu, u skladu sa članom 2.3.



agreements with a qualified construction company, subject to mutual agreement with Kikinda. .A.S.A. agrees to bear any additional investments required for this purpose, subject to Article 2.3.

Partneri su saglasni da će sva prava vlasništva nad nepokretnostima i deponijom na koja ovo strateško partnerstvo bude uticalo, uprkos dole navedenim investicijama, biti detaljnije regulisana Posebnim ugovorom koji će biti zaključen. Taj Poseban ugovor podleže imperativnim odredbama srpskog prava.

The Partners agree that any property rights in real estate and landfill which are affected by this strategic partnership, notwithstanding the investments set out below, are to be regulated in more detail in a Special Agreement to be concluded. This Special Agreement is subject to the mandatory provisions of Serbian law.

2.3 ZU će preuzeti finansiranje izgradnje deponije na sledeći način:

2.3 JV will assume the financing of the construction of the landfill as follows:

ZU će preuzeti finansiranje dodatnih mera poboljšanja i prilagođavanja deponije do njenog puštanja u rad, pri čemu će potrebne mere poboljšanja i prilagođavanja deponije biti planirane i dodeljene od strane .A.S.A. To je usled činjenice da je .A.S.A. ugovorom preuzela obavezu nastavka izgradnje deponije i prilagođavanja iste primenjivim standardima EU. Ukoliko .A.S.A. nastupi kao naručilac bilo kojih izmena ili dodatnih mera, .A.S.A. će imati pravo da ili ustupi svoju ugovornu poziciju ZU ili da rezultujuće troškove naplati ZU (ovo je dato radi pojašnjavanja da takvi troškovi ne treba da se kvalifikuju ili tumače kao dodatna ulaganja .A.S.A. u ZU).

JV will assume the financing of further measures to improve and customize the landfill up to its operative launch, whereas the required measures to improve and customize the landfill will be planned and assigned by .A.S.A.. This is due to the fact that .A.S.A. has contractually assumed the obligations to continue the construction of the landfill and to adopt it to the applicable EU-standards. If .A.S.A. acts as orderer of any amendments or additional measures, .A.S.A. is entitled to either transfer its contractual position to JV or to charge the resulting costs to JV (this is to clarify that such costs should not be qualified or construed as additional contribution of .A.S.A. to JV).



Preuzimanje gore navedenih finansijskih obaveza takođe se može – po izboru .A.S.A. – (u celosti ili delom) vršiti na taj način što ZU prikupi potrebna finansijska sredstva u vidu bankarskog kredita ili nekog drugog duga, a .A.S.A. preuzme obavezu prema poveriocu za to potraživanje.

2.4. ZU će dobiti ekskluzivno pravo na korišćenje nepokretnosti - katastarska parcela br. 11234/5 KO Kikinda, zajedno sa deponijom koja se nalazi na ovoj nepokretnosti u toku trajanja ovog Ugovora, ali u svakom slučaju najmanje 25 godina od pustanja u rad deponije. Međutim, to ekskluzivno pravo na korišćenje će biti ograničeno na korišćenje u svrhu izgradnje i rada deponije za otpad kako je navedeno u ovom Ugovoru, kao i na centar za prikupljanje i reciklažu otpada, uključujući i odgovarajuće sekundarne objekte i prostorije. Dalji detalji ovog prava na korišćenje biće regulisani Posebnim Ugovorom. Po osnovu ovog ugovora, ZU-u mora biti odobreno apsolutno i ekskluzivno pravo na korišćenje nepokretnosti i objekata koji se nalaze na njoj, tako da ona može iskoristiti svoje pravo na korišćenje ne samo protiv Kikinde, već i protiv bilo koje Treće strane, i protiv bilo kog sadašnjeg ili budućeg vlasnika nepokretnosti i prostorija koje se nalaze na njoj. U onoj meri u kojoj je to dozvoljeno zakonom, ovo pravo na korišćenje mora biti javno registrovano (npr. upisano u



The assumption of the financing obligations set out above may – at .A.S.A.'s choice – also (wholly or partly) occur by JV's taking up of the necessary financial means in form of a bank credit or other debt and .A.S.A. assuming the liability towards the respective creditor for this outstanding payment.

2.4. JV shall be granted the exclusive right to use the real estate cadastral parcel no. 11234/5 together with the landfill located on this real estate for the full duration of the present Agreement, but in any case for a minimum period of 25 years from the first operative launch of the landfill. This exclusive right to use shall, however, be limited to the use for the purposes of the construction and operation of a landfill for waste as set out in the present Agreement, as well as of a center for waste collection and recycling, including corresponding secondary facilities and premises. Further details of this right to use shall be regulated in a Special Agreement. By means of this agreement, JV must be granted absolute and exclusive title to use the real estate and the premises located thereon, so that it can enforce its right to use not only against Kikinda, but also against any Third Party, and against any current or future owner of the real estate and the premises located thereon. In so far as permitted by law, this right to use must be publicly registered (e.g. land register)

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zemljišni registar).

ZU će platiti Kikindi iznos od € 1.827.000.- u napred, za celokupno vreme trajanja zakupa, u skladu sa odredbama Ugovora o zakupu i su-investiranju i dole navedenim odredbama ovog Ugovora.

Ovo ekskluzivno pravo na korišćenje biće regulisano na sledeći način:

Kikinda i ZU će zaključiti Ugovor o zakupu i su-investiranju (Aneks /12.) Trajanje zakupa ce biti najmanje 25 godina. Bilo koja placanja od strane ZU-a Kikindi u skladu sa Ugovorom o zakupu i su-investiranju ce u svakom slucaju biti deo placanja Kikindi kako je to predviđeno odeljkom 2.4. Po zaključivanju ugovora i izmirenju svih odnosnih poreza, to pravo zakupa ZU-a biće upisano u javni registar. Strane su saglasne da u slucaju produženja trajanja zakupa do 10 godina neće biti naplacena dodatna zakupnina.

Uz to, Ugovor o zakupu i su - investiranju ce sadržati potrebne odredbe koje se odnose na zajednicku izgradnju prve i druge faze deponije. Da bi se to postiglo, Kikinda se obavezuje da izda potrebnu gradjevinsku dozvolu za drugu fazu. Nakon zavrsetka svake od ovih faza, Kikinda ce izdati odnosne upotrebne dozvole, na

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JV will pay to Kikinda the amount of € 1.827.000.- in advance as a rent for the entire duration of the lease according to the provisions of the Lease and Coinvestment Agreement and the provisions set out below.

This exclusive right of use shall be regulated in the following manner:

Kikinda and JV shall conclude a Lease and Coinvestment Agreement (Annex /12). The duration of lease is to be at least for 25 years. Any payments to be done by JV to Kikinda according to Lease and Coinvestment Agreement shall in anyway be part of the payment to Kikinda as stipulated in s. 2.4. Upon the concluding thereof and the payment of all respective taxes, this right of lease of the JV shall be inscribed into the land register. The Parties clarify that in case of extension of the lease by up to 10 years no additional rent will be charged.

In addition, Lease and Coinvestment Agreement shall contain the necessary provisions regarding the joint development of the first and second construction phase of the landfill. To achieve this Kikinda obliges to issue an appropriate construction permit for phase two. Upon the completion of each of these phases Kikinda shall

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zadovoljstvo .A.S.A.-e omogućavajući uknjižbu
prava svojine nad svakom fazom u nadležni
registar zemljišta nosiocu građevinskih i
upotrebnih dozvola.

issue respective utilization permits to the
satisfaction of .A.S.A. enabling inscription of the
ownership of each phase into the relevant
land/cadastral register to the holder of construction
and utilization permits.

Kikinda je obavezna da izda sve druge dozvole i
odobrenja potrebna za završetak izgradnje
celokupne deponije (uključujući fazu dva, tri i
četiri), kao i da obezbedi da ZU bude upisano u
zemljišne knjige kao vlasnik deponije i njene
druge, treće ili četvrte faze.

Kikinda is obligated to issue all other permits and
approvals necessary for the completion of the
construction of the entire landfill (including phases
three and four), and to ensure that JV shall be
inscribed in the land register as owner of the
second, third and fourth phase of the landfill.

Kikinda je obavezna da od nadležnih državnih
organa pribavi sve dozvole i saglasnosti potrebne
za zaključivanje i izvršavanje navedenih ugovora.

Kikinda is obligated to obtain all permits and
consents from the competent governmental
authorities necessary for the concluding and
executing of the said agreements.

2.5. Kikinda prihvata da će plaćanja na osnovu
clana 2.4. i Ugovora o Zakupu i su-investiranju
(bilo po osnovu raspodele likvidnih sredstava ili
preuzimanja odgovornosti) biti izvršena samo na
dole navedeni način:

a) 100% (€ 1.827.000.-) će biti plaćen na
poverenički račun u roku od 14 dana nakon
pravovaljane registracije ZU-a. Poverenički račun
će biti otvoren od strane ZU-a u srpskom ogranku
austrijske banke (Raiffeisen banka, HVB ili Erste
banka). ZU će ispuniti svoju obavezu da plati
ugovoreni iznos, plaćanjem u RSD, preračunat na
osnovu srednjeg kursa povereničke banke na dan

2.5. Kikinda accepts that the payment under s. 2.4.
and Lease and Coinvestment Agreement (be it by
allocation of liquid funds or the assumption of
liability) will occur only as stipulated as follows:

a) 100% (€ 1.827.000.-) shall be paid to an
escrow account within 14 days after duly
registration of JV. Escrow account shall be opened
by JV at the Serbian branch of an Austrian bank
(Raiffeisen bank, HVB or Erste bank). JV shall
fulfil its obligation to pay the stipulated amount,
by paying it in RSD, calculated on the basis of the
escrow bank's middle exchange rate for the

placanja.

payment day.

b) 50% (€ 913.500.-) će biti oslobođeno za Kikindu nakon pravovaljanog potpisivanja svih Posebnih Ugovora potrebnih za implementaciju Strateskog Partnerstva, a naročito Ugovora o odlaganju, Ugovora o sakupljanju, Ugovora o zakupu i su-investiranju, i nakon pravosnažne registracije prava zakupa u korist ZU-a u registar nepokretnosti.

b) 50% (€ 913.500.-) shall be released to Kikinda after duly signing of all necessary Special Agreements required for the implementation of the Strategic Partnership, such as in particular the Disposal Agreement, Collection Agreement, Lease and Coinvestment Agreement, and the non appealable registration of the lease in favour of JV in the land/cadastral register.

c) ostatak iznosa (€ 913.500.-) će biti oslobođen za Kikindu jedino nakon izdavanja upotrebne dozvole za prvu fazu i pravosnažne registracije svojine na projektu u prvoj fazi, na .A.S.A.-ino zadovoljstvo i pravovaljane verifikacije ispunjenja ovih uslova od strane poverenice banke.

c) the rest of the amount (€ 913.500.-) shall be released to Kikinda only after the issuing of the utilization permit for phase one and non appealable registration of ownership of the project at phase one, to .A.S.A.'s satisfaction, and due verification of the fulfilment of these conditions by the escrow bank.

2.6. Pravo na korišćenje takođe obuhvata pravo na povećanje i proširenje deponije kako je naznačeno u Aneksu /14, u onoj meri u kojoj to dozvoljava Zakon o zaštiti životne sredine. Partneri ovim razjašnjavaju da ni A.S.A ni ZU nisu obavezni da rekultiviraju deponiju ili da obezbede zbrinjavanje ili monitoring iste nakon zatvaranja deponije. ZU će biti jedino u obavezi da pokrije deponiju (sa građevinskim otpadom, zemljom i ozelenjavanjem). Rekultiviranje, zbrinjavanje i monitoring nakon zatvaranja deponije će s toga predstavljati isključivo obavezu



2.6. The right to use also comprises the right to enlarge and to extend the landfill as stated in Annex /14 in so far as permitted by the applicable environmental law. The Partners hereby clarify that neither .A.S.A. nor JV are obligated to recultivate the landfill or to provide after-care or monitoring after closing of the landfill. JV shall only be obligated to cover the landfill (with construction waste, earth and greenery). Recultivation, aftercare and monitoring after closing of the landfill therefore shall be Kikinda's sole obligation, independent from the legal basis of

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Kikinde, bez obzira na pravni osnov navedene obaveze. U slučaju da postoji takva obaveza, ili da se ista pojavi u budućnosti, dodela ove obaveze ZU *inter partes*, podleže međusobnom sporazumu između ZU i Kikinda. U svakom slučaju, neophodan preduslov za takav međusobni sporazum jeste izimena cene odlaganja tako da pokriva sve takve dodatne troškove. U slučaju da to bude sprečeno na osnovu imperativnih zakonskih obaveza, Kikinda će obešteti i neće smatrati odgovornim .A.S.A.-u i/ili ZU u pogledu svih rezultujućih pravnih sporova i tužbi. Isključivo je Kikinda odgovorna u pogledu bilo kakvih obaveza ili odgovornosti koje proizađu iz bilo kakvog zagađenja postrojenja, a iz uzroka nastalih pre početka rada deponije i Kikinda će obešteti i neće smatrati odgovornim .A.S.A.-u i/ili ZU u pogledu svih rezultujućih pravnih sporova i tužbi. Ugovorne strane ovime naglašavaju da ni ZU ni .A.S.A. nisu u obavezi da obezbede rekultivaciju, zbrinjavanje ili monitoring. S druge strane, Kikinda ima pravo da zatraži povećanje cene odlaganja otpada radi pokrivanja budućih troškova rekultivacije, zbrinjavanja i monitoringa nakon zatvaranja deponije usled višeg standarda, kada taj viši standard postane imperativan i ZU mora te dodatne prihode da stavi Kikindi na raspolaganje. Ukoliko imperativne akonske odredbe nalažu da ZU odvoji sredstva za rekultivaciju i zbrinjavanje, ta će sredstva takođe biti Kikindi na raspolaganju,

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such obligation. In case such an obligation exists or arises in the future, the allocation of this obligation to JV *inter partes* is subject to mutual agreement between JV and Kikinda. In any case, condition precedent for such mutual agreement is an amendment of disposal fee covering all such additional costs. In case this is prevented by mandatory legal requirements, Kikinda will indemnify and hold harmless .A.S.A. and/or JV in respect of all resulting legal proceedings and claims. Kikinda also has the sole responsibility with regard to any obligations or liability resulting from any contamination of the premises at issue caused prior to launching the operation of the landfill and will indemnify and hold harmless .A.S.A. and/or JV in respect of all resulting legal proceedings and claims. The Parties therefore make clear that neither JV nor .A.S.A. have to provide recultivation and aftercare or monitoring. On the other hand, Kikinda may ask for an increase of disposal fee to cover future costs for recultivation, aftercare and monitoring after closing of the landfill due to a higher standard if such higher standard is mandatory, and JV has to keep this additional receipts at Kikinda's disposal. If mandatory law requires that JV allocates a fund for recultivation and aftercare, this fund accordingly shall also be at Kikinda's disposal, due to the rules to be applicable to this fund.



usled propisa koji će na ta sredstva biti
primenjivi.

Odeljak III
Rad deponije

Section III
Operation of the Landfill

3.1 ZU će upravljati deponijom u toku trajanja ovog Ugovora. To će obuhvatati postupanje (reciklažu, sortiranje, selekciju, skladištenje i odlaganje) kako komunalnim tako i industrijskim otpadom.

3.1 JV will operate the present Landfill for the full term of the present Agreement. This shall comprise the treatment (recycling, sorting, selection, storage and disposal) of both communal and industry waste.

Deponijom se mora upravljati u skladu sa standardima EU pod uslovima da su takvi standardi EU primenjivi na osnovu imperativnih zakonskih odredbi, i mora se prilagoditi, osim ukoliko ovim Ugovorom nije eksplicitno drukčije naznačeno (npr. obaveza rekultivacije i monitoringa). Pored toga, dalje proširenje mora biti izvršeno u skladu sa operativnim potrebama, kako bi se obezbedilo dovoljno slobodnog kapaciteta deponije u bilo kom trenutku vremena u toku trajanja ovog Ugovora.

The landfill must be operated according to current state-of-the-art and according to EU-standards provided such EU-Standards are applicable due to mandatory law and must be adapted, unless this Agreement explicitly stipulates differently (e.g. obligation of recultivation or after-care). In addition, further extensions must be made according to operational necessity, so as to ensure sufficient free capacity of the landfill at any point of time during the term of this Agreement.

3.2 ZU je obavezan da preuzme postupanje sa kućnim otpadom u okviru opštine Kikinda. U tu svrhu, ZU i Kikinda će se dogovoriti o detaljnom Ugovoru o odlaganju otpada (Aneks 6), koji će obuhvatati odredbe sadržane u 3.3 do 3.7:

3.2 JV is obliged to take over for treatment all household waste accruing within the municipal area of Kikinda. For this purpose, JV and Kikinda will agree on a detailed Disposal Agreement (Annex 6), which shall comprise the following provisions as contained in s.3.3 to s.3.7:

3.3 Cena postupanja sa i odlaganja kućnog otpada iz opštine Kikinda iznosiće € 15,90 po toni plus porezi i takse. Sve dokle je obavezno cenu fakturisati u dinarima, svaki fakturisani iznos obračunavaće se na osnovu prosečnog kursa evro-dinar za prethodni mesec obračunatog na osnovu dnevnog prodajnog kursa objavljenog od strane Narodne banke Srbije za odnosni mesec u kojem je faktura izdata. Cena će biti valorizovana na početku svakog meseca i to povećanjem za 1/12 očekivane stope inflacije utvrđene od strane Vlade Srbije za odnosnu kalendarsku godinu. Prva valorizacija će biti izvršena na početku kalendarske 2007. godine.

3.3 The fee for the treatment and disposal of household waste from the Municipality of Kikinda's area shall amount to € 15,90 per ton plus taxes and charges. As long as it is mandatory to invoice the fee in Dinar, each invoiced amount shall be calculated on the basis of the average €-Dinar-Exchange for the past month calculated on the basis of the daily selling rate as published by the National Bank of Serbia for the respective month in which the invoice is issued. The fee shall be valorised each month by increasing it by 1/12 of the Anticipated Inflation Rate determined by the Government of Serbia for the respective calendar year. The first valorisation shall be done in the beginning of calendar year 2007.

Pored toga, ZU ima pravo i obavezu da koriguje cenu u slučaju izmena važećih zakona i odredbi, raspoloživosti novih tehnologija u sektoru postupanja otpadom, raspoloživosti novih tehnologija, novih poreza ili taksi, bilo koje druge obaveze nametnute operateru deponije ili bilo kakve investicije obavezne za rad, a koje mogu rezultirati ozbiljnom izmenom troškova operatera, pod uslovom da operater može da pokaže da odlaganje nije pokriveno i da ne može da naplati cenu koja pokriva troškove (na osnovu ukupnih troškova).

In addition, JV is entitled and obligated to adapt the fee in case of changes in the applicable laws and regulations, the availability of new technologies in the waste management sector, availability of new technologies, new taxes or charges, any other obligation incurring to the operator of the landfill or any investment mandatory for the operation which may result in serious changes of the operator's cost base, provided that the operator can demonstrate that the disposal is not cost-covering on the basis of total costs.

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U slučaju da Vlada Srbije više ne objavljuje očekivanu stopu inflacije, umesto nje će se primenjivati prosečna stopa inflacije za prethodnu godinu, koju objavljuje Zavod za statistiku Republike Srbije (ili bilo koji indeks inflacije najpribližniji ovom indeksu, ukoliko se ni ovaj indeks više ne objavljuje).

In case the Serbian Government does no more publish Anticipated Inflation Rates, the average Inflation Rate for the past year, published by the Statistical Bureau of the Serbian Republic (or any inflation index as close to this index as possible, if this index is also no more published), will be applied instead.

3.4 Gore navedena cena je dogovorena pod pretpostavkom da najmanje 40.000 tona kućnog otpada bude odlagano na godišnjoj osnovi, (20.000 tona sa teritorije opštine Kikinda, a ostalih 20.000 tona sa teritorije drugih okolnih opština) počevši od početka rada deponije. U slučaju da se ispostavi da količina stvarno odloženog otpada bude manja od pretpostavljene, tako da bude odloženo manje otpada, ZU će biti ovlašćen na izmenu cene u toj meri da ZU može naplatiti cenu po toni dovoljnu za pokrivanje troškova a na bazi ukupnih troškova. U slučaju da se količina odlaganog otpada u budućnosti poveća, cena se tada shodno tome mora umanjiti (ali ne ispod cene navedene u odeljku 3.3).

3.4 The fee stated above shall be agreed on a basis of the assumption, that at least 40.000 tons of household waste shall be disposed per year (20.000 of which from the area of the municipality of Kikinda and further 20.000 from other municipalities nearby) as of the operative launch of the landfill. In case it turns out that the amount of waste actually disposed falls short of this assumption, so that less waste is being disposed, JV shall be entitled to an amendment of the fee to the extent that JV can charge a cost-covering fee per ton on the basis of total costs. In case the amount of waste to be disposed increases at a later point of time, the fee must then be reduced accordingly (but not below the price stated in s. 3.3).

3.5 ZU ima pravo da mesečno ispostavlja fakture Kikindi. Plaćanja dospevaju u roku od 10 dana. U slučaju kašnjenja u plaćanju, zaračunavaće se na ime kamate 0,05 % dnevno.

3.5 JV is entitled to invoice Kikinda on a monthly basis. Payments are due within ten days. In case of late payment, 0,05 % per day of the late amount shall be owed as interest rate.

3.6 Kikinda garantuje plaćanje za godišnje odlaganje 20.000 tona kućnog otpada sa teritorije opštine Kikinda. Međutim, ova garancija će biti aktivirana samo ukoliko ZU naplati manje od 40.000 za odnosnu godinu.

3.6 Kikinda guarantees the payment for the annual disposal of 20.000 tons of household waste from the municipal area of Kikinda. Anyway this guarantee will only become effective if JV received payment for less than 40.000 tons in the respective year.

ZU će takođe zahtevati slične garancije i od ostalih opština koje će zaključiti odvojene ugovore o odlaganju sa ZU. (na primer Žitište, Nova Crnja, Ada i Novi Kneževac). Kikinda će svojim najboljim naporima podržavati ZU da dobiju takve garancije od gore nevedenih drugih opština.

JV will request similar guarantees also from other municipalities that conclude separate disposal agreements with JV (e.g. Zitište, Nova Crnja, Ada and Novi Knezevac). Kikinda will with best effort support JV to achieve such guarantees from the above mentioned other municipalities.

3.7 Ugovor o odlaganju mora stupiti na snagu po početku rada deponije i prestaće da važi tek po prestanku važnosti ovog Ugovora.

3.7 The Disposal Agreement shall enter into force upon the operative launch of the landfill and shall only end upon termination of the present Agreement.

3.8 ZU ima pravo da preuzima kućni otpad i iz drugih opština u regionu Kikinde. U tu svrhu, moraju se zaključiti posebni ugovori o odlaganju uz konsultaciju sa Kikindom i .A.S.A.-om; u pogledu odredbi koje se odnose na cene sadržane u tim ugovorima, ZU nije obavezan da traži saglasnosti Kikinde. Iz *ex ante* perspektive, cena odlaganja je € 16,90 za region Kikinde (pri čemu nema procene za cenu odlaganja za ostale opštine izvan regiona Kikinde), uzimajući u obzir ukupnu količinu odlaganog otpada od 40.000 tona

3.8 JV is entitled to take over household waste also from other municipalities within the region of Kikinda. For that purpose, separate disposal agreements must be concluded in consultation with Kikinda and .A.S.A.; with regard to the provisions relating to the fees contained in these agreements, JV is not bound to the consent of Kikinda. From an *ex ante* perspective, the disposal fee is € 16,90 per ton for the region of Kikinda (whereas there is no estimation for disposal fee for any third municipalities outside the region of Kikinda),

godišnje od domaćinstava. Ova cena podleže dodatnim porezima i taksama, kao i promenama predviđenim članom 3.3.

taking into account the total disposal quantity of 40.000 tons per year from households. This fee is subject to additional taxes and charges, and also to the price adjustment contained in s.3.3.

3.9. Partneri eksplicitno razjašnjavaju da ZU ima pravo da postupa sa bilo kojim otpadom sa celokupne teritorije Srbije i da preuzme odlaganje takvog otpada, u onoj mери u kojoj se takav otpad ne rangira kao opasan. U takvom slučaju ZU (takođe u slučaju da se radi o industrijskom otpadu) nije obavezan da dobije saglasnost Kikinde; takva saglasnost takođe nije potrebna za određivanje cene. Kikinda garantuje da će pružiti maksimalnu podršku Strateškom partneru i ZU, kako bi se mogle pridobiti dodatne opštine kao klijenti deponije.

3.9. The Partners explicitly clarify that JV is entitled to treat any waste from the total Serbian territory and to assume the disposal of such waste, in so far as such waste does not have to be rated as hazardous. In such case, JV is (also in case of industry waste) not obligated to obtain the consent from Kikinda; such consent is also not required for the pricing. Kikinda warrants its best possible support of the Strategic Partner and of JV, so that additional municipalities can be acquired as customers for the landfill.

3.10 ZU će plaćati Kikindi iznos od € 1,00 po toni celokupnog otpada odloženog na deponiju, kao naknadu za saniranje i nadoknadu za negativne uticaje na okolinu i druge nepovoljne posledice po stanovništvo Kikinde. U slučaju da godišnja količina odloženog otpada iz regiona Kikinde u skladu sa definicijom datom u Prilogu /7 pređe količinu od 100.000 tona, ovaj iznos će biti povećan na € 2,00 za svaku tonu preko praga od 100.000 tona.

3.10 JV shall pay to Kikinda the amount of € 1,00 per ton of all waste disposed on the landfill, in order to compensate for recovery and as compensation for adverse environmental and other adverse effects for the citizens of Kikinda. In case the annual quantity of disposed waste from within the Kikinda region as defined in Annex /7 exceeds the quantity of 100.000 tons, this amount shall be raised to € 2,00 for each ton in excess of the 100.000 tons-threshold.

Štaviše, višak od cene za odlaganje postignut iz drugih opština koji premašuje iznos od € 17,- po toni biće raspodeljen između Kikinda i ZU u odnosu 40:60, ako Kikinda ispuni garanciju navedenu u članu 3.6.

Moreover the surplus of disposal fee per ton achieved from other municipalities in excess of € 17,- per ton shall be divided between Kikinda and JV on a 40:60-ratio, if Kikinda fulfils the guarantee stipulated in s. 3.6.

Gore navedeni iznosi od € 1 i € 2 kao i prag od € 17,- podležu ponovnom obračunavanju (uključujući revalorizaciju i obračunavanje deviznog kursa) u skladu sa odredbama članova 3.3 i 3.11. Plaćanje iznosa od € 1 i € 2 po toni od strane ZU-a Kikindi, kako je gore navedeno, može biti odbijeno od mesečnog računa za odlaganje u skladu sa članom 3.3.

The above mentioned amounts of € 1 and € 2 respectively as well as the € 17,- threshold are subject to recalculation (including revaluation and exchange rate calculation) as stipulated in s. 3.3. and 3.11. The payments of € 1 or € 2 per ton from JV to Kikinda as stipulated above may be deducted from the monthly invoice for disposal according to s. 3.3.

3.11 Pored toga, ZU ima pravo da izmeni cenu odlaganja do iznosa dodatnih troškova koji su potrebni na osnovu važećih imperativnih odredbi srpskog ili drugih zakona kojima se propisuje ustanovljavanje fondova za obezbeđenje troškova rekultivacije i monitoringa ili stvaranje nekog takvog ekvivalentnog fonda rezervi.

3.11 In addition, JV is entitled to amend the disposal fee to the extent of additional costs required by the applicable mandatory provisions of Serbian or other laws prescribing the establishment of a funds in order to secure the costs for recultivating and any after-care or the generation of a corresponding reserve fund.

3.12 Partneri razjašnjavaju da troškove transporta i tretiranja građevinskog otpada mora snositi strana koja je proizvela taj otpad; ovaj transport i tretman ne podležu odredbama koje se odnose na kućni otpad opština (ili Kikinda) kako je navedeno u ovom Ugovoru. Kikinda garantuje da će obezbediti isporuku bilo kog građevinskog otpada na teritoriji svoje opštine do deponije,

3.12 The Partners clarify that costs for transport and treatment of construction waste have to be born by the respective waste producer; this transport and treatment shall not be subject to the provisions concerning household waste of the municipalities (or Kikinda) as stipulated in the present Agreement. Kikinda warrants to ensure the delivery of any construction waste accruing in its



donošenjem odgovarajućih zakona, propisa ili dekreta (Odeljak VI).

municipal area to the landfill by means of passing corresponding laws, regulations or decrees (Section VI).

Odeljak IV **Sakupljanje otpada**

Section IV **Waste collection**

4.1 U toku trajanja ovog Ugovora, ZU će preuzeti sakupljanje komunalnog otpada na teritoriji opštine Kikinda, čim deponija počne sa radom. Delatnost sakupljanja otpada odnosiće se samo na otpad koji se može odlagati na postojećoj deponiji u skladu sa postojećim odobrenjima i u onoj meri u kojoj se posude i kontejneri navedeni u 1.4 mogu koristiti za sakupljanje.

4.1 For the duration of the present Agreement, JV shall assume the collection of communal waste in the municipal area of Kikinda as of the operative launch of the landfill. This activity of waste collection shall only refer to waste which may be disposed of on the present landfill according to the existing approvals and in so far as the cans and containers listed in s.1.4 may be used for its collection.

4.2 U tu svrhu, ZU će ustanoviti i koristiti odgovarajući sistem za sakupljanje i transport otpada, koji takođe obuhvata postavljanje odgovarajućeg broja prenosnih stanica. ZU garantuje da će kontinuirano pružati usluge u pogledu sakupljanja otpada, i da će u tu svrhu s vremena na vreme, ako to bude potrebno, obnavljati svoju opremu (uključujući kontejnere za sakupljanje).

4.2 For that purpose, JV will establish and operate a suitable waste collection and transport system, which also comprises the establishment of a suitable number of transfer stations. JV warrants to provide its services concerning waste collection on a continuous basis, and to renew its equipment for this purpose (including the collection containers) from time to time if necessary.

Partneri ovim razjašnjavaju da ZU takođe ima pravo da sakuplja otpad sa teritorije drugih opština, u skladu sa napred navedenim

The Partners hereby clarify that JV is also entitled to collect waste from the areas of other municipalities subject to the above provisions,

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odredbama, pod uslovom da su zaključeni odgovarajući ugovori sa tim domaćinstvima, ili preduzećima, ili opštinama, ili njihovim komunalnim preduzećima. ZU nije ograničen u pogledu sadržine tih ugovora.

provided that corresponding agreements have been concluded with these households or firms or municipalities or their communal businesses. JV is not restricted with regard to the contents of these agreements.

U pogledu sakupljanja komunalnog otpada na teritoriji opštine Kikinda, mora biti zaključen detaljni Ugovor o sakupljanju otpada između ZU i Kikinde; taj Ugovor o sakupljanju otpada mora obuhvatai odredbe stavki 4.3 do 4.11:

With regard to the collection of communal wastes in the municipal area of Kikinda, a detailed Waste Collection Agreement must be concluded between JV and Kikinda; this Waste Collection Agreement must include the following provisions as set out in s.4.3 to s.4.11:

4.3 Za domaćinstva koja se nalaze izvan naseljenih mesta kao i za naseljena mesta, moraju se obezbediti kontejneri zapremine koja odgovara učestalosti pražnjenja. Kontejneri će biti pražnjeni najmanje jednom nedeljno.

4.3 For households located outside the urban settlements as well as for urban settlements, containers with a volume dependend on a reasonable frequency of emptying must be provided. The containers will be emptied once a week at the minimum.

Za otpad od privrednih i industrijskih subjekata, kontejneri se moraju obezbediti i prazniti od slučaja do slučaja.

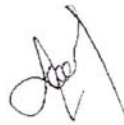
For waste of commercial and industrial entities, containers must be provided and emptied as required on a case-to-case basis.

3 4.3.a ZU preuzima obavezu da minimalno dva puta godišnje (proleće i jesen) organizuje gradsku akciju odnošenja kabastog otpada iz domaćinstava na teritoriji opštine Kikinda.

4.3a JV overtakes the obligation to organise "city action" for collection of bulky waste from households for the territory of the municipality of Kikinda, minimum twice a year (spring and autumn).

4.4 Cena sakupljanja kućnog otpada mora biti € 0,69 po osobi mesečno, plus porezi i takse.

4.4 The fee for waste collection of household waste shall amount to € 0,69 per person and



month, plus taxes and charges.

4.5 Za socijalno ugrožena lica, primenjivaće smanjena cena od € 0,52 po osobi mesečno, plus porezi i takse. O kriterijumima za primenu ove smanjene cene moraju se dogovoriti Kikinda i ZU na *ex ante* osnovu. U tu svrhu, uzimaće se u obzir činjenica da se ova smanjena cena može primenjivati samo na maksimalni broj lica od 3.500, ukupno.

4.5 For socially disadvantaged persons, a reduced fee of € 0,52 per person and month, plus taxes and charges shall apply. The criteria for the applicability of this reduced fee must be agreed on an *ex ante* basis between Kikinda and JV. For this purpose, account shall be taken of the fact that this reduced fee shall only apply to a maximum number of 3.500 persons in total.

4.5a Za komunalni otpad koji se kvalifikuje kao sličan kućnom otpadu, a koji se sakuplja od privrednih i industrijskih klijenata, cenu sakupljanja će zajednički dogovoriti ZU i ti klijenti, ukoliko se taj otpad ne kvalifikuje kao kućni otpad. Partneri su saglasni da se u roku od 3-5 meseci nakon potpisivanja ovog Ugovora mora primeniti korekcija cene sakupljanja u odnosu na učinak za privredne i industrijske klijente (to jest € 0.1 po m2 poslovnog prostora ili prostorija mesečno, plus minimalni porezi i takse) na osnovu cene za pražnjenje kontejnera, kako je naznačeno u sugestijama za poboljšanje u Ponudi A.S.A.

4.5a For communal waste which is collected at commercial and industrial customers, the collection fee shall be mutually agreed between JV and the respective customers insofar these customers' waste has not to be qualified as household waste. The Partners agree that a performance-related adjustment of the collection fee for commercial and industrial customers (being € 0,1 per m2 of the business real estate or a premises per month, plus taxes and charges at a minimum), based on a fee per emptying of containers as set out in the suggestions for improvement contained in A.S.A.'s Offer, shall be implemented within 3 – 5 months after signing of this Agreement.

4.6 Cena za sakupljanje kućnog otpada na teritoriji opštine Kikinda navedena u članu 4.4 će se godišnje (na početku svake godine) revalorizovati na sledeći način:

4.6 The fee for collection of household waste in the municipality of Kikinda as stipulated in s.4.4 shall be annually (in the beginning of each year) revaluated in the following manner:

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And

Za 2007. godinu ta cena (koja će se fakturisati sa dodatim porezima i taksama u skladu sa članom 4.4) će biti RSD 56,16 (Ovaj iznos u RSD zasnovan je na ceni od € 0,69 i na deviznom kursu €-RSD od 81,4), revalorizovana na početku 2007. u skladu sa Očekivanom stopom inflacije koji objavljuje Vlada Srbije za godinu 2007. Za naredne godine ta cena će biti revalorizovana polugodišnje u skladu sa Očekivanom stopom inflacije koji je Vlada Srbije objavila za godinu u pitanju, pri čemu cenu treba revalorizovati za pola očekivane stope inflacije u januaru i u julu.

For 2007 this fee (which shall be invoiced plus taxes and charges according to s. 4.4) shall be RSD 56.16 (This RSD amount is based on the fee of € 0,69 and a €-RSD exchange rate of 81,4), valorised in the beginning of 2007 according to the Anticipated Inflation Rate determined by the Government of Serbia for the year 2007. For the subsequent years this fee shall be valorised on a half year basis according to the Anticipated Inflation Rate determined by the Government of Serbia for this calendar year, the fee to be valorised by the half of the respective Anticipated Inflation Rate in January and in July each.

U slučaju da Vlada Srbije više ne objavljuje Očekivanu stopu inflacije, umesto nje će se primenjivati prosečna stopa inflacije za prethodnu godinu, koju objavljuje Zavod za statistiku Republike Srbije (ili bilo koji indeks inflacije najpribližniji ovom indeksu, ukoliko ni se ovaj indeks više ne objavljuje).

In case the Serbian Government does no more publish Anticipated Inflation Rates, the average Inflation Rate for the past year, published by the Statistical Bureau of the Serbian Republic (or any inflation index as close to this index as possible, if this index is also no more published), will be applied instead.

4.6a Međutim, kako je .A.S.A. zasnovala svoju ponudu na cenama u evrima, strane su saglasne da će se ponuđena cena za sakupljanje kućnog otpada u Kikindi od € 0,69 ponovo preračunavati *ex post* na osnovu gore navedene revalorizacije i prosečnog evro-dinar kursa za svaku kalendarsku godinu preračunatog na osnovu srednjeg dnevnog kursa evro-dinar objavljenog od strane Narodne

4.6a Nevertheless, since .A.S.A. has based its offer on €-prices, it is agreed upon between the parties that the offered fee for collection of household waste in Kikinda of € 0,69 shall be recalculated *ex post* on the basis of revaluation as stipulated above and the average €-RSD exchange rate for each calendar year as calculated on the basis of daily €-RSD exchange rate (middle rate) as published by

banke Srbije. Ukoliko se ovakvim ponovnim preračunavanjem dobije razlika u iznosu fakturisanih cena u skladu sa članom 4.6, ta razlika (pozitivna ili negativna) raspodeliće se između Kikinde i ZU u odnosu 50:50 (za primer preračuna videti Prilog /15), što znači da će u slučaju negativne razlike (preračunata cena je viša od valorizovanih cena) Kikinda će platiti svoj deo razlike ZU u roku od 30 dana, dok će u slučaju pozitivne razlike ZU platiti Kikindi svoj deo u roku od 30 dana.

the National Bank of Serbia. If this recalculation shows a difference to the amount of the invoiced fees as stipulated in s.4.6, this difference (plus or minus) shall be shared between Kikinda and JV at a 50:50 ratio (for sample calculation see Annex /15), meaning that in case of a negative difference (recalculated price is higher than valorised fees) Kikinda shall pay its share in the difference to JV within 30 days, whereas in case of a positive difference JV shall pay Kikinda its share within 30 days.

4.6b Cena navedena u 4.5 će se takodje valorizovati i preračunavati (uključujući i raspodelu razlike) u skladu sa članom 4.6a.

4.6b The fee as stipulated in s. 4.5 shall also be valorised and recalculated (including sharing the difference) according to s.4.6a.

4.6c U slučaju da Vlada Srbije više ne objavljuje Očekivanu stopu inflacije sa zakonski obavezujućim dejstvom na određivanje cena komunalnih usluga, cene navedene u članovima 4.4 i 4.5 će se preračunati i fakturisati samo u skladu sa članom 4.6 (sa efektom da se više nikakva razlika između fakturisanih i preračunatih cena neće pojavljivati niti će se vršiti raspodela iste).

4.6c If the Government of Serbia does no more issue Anticipated Inflation Rates with legally binding effect to the pricing of communal services, fees as stipulated in ss. 4.4 and 4.5 shall be recalculated and invoiced according to s.4.6.a only (with the effect that no more difference between invoiced and recalculated fees shall appear and be shared).

4.6d Pored toga, ZU ima pravo i obavezu da izvrši korekciju cena u slučaju izmene važećih zakona i propisa, raspoloživosti novih tehnologija u sektoru tretiranja otpada, novih poreza i taksi ili u slučaju drugih obaveza koje se odnose na ZU u

4.6d In addition, JV is entitled and obligated to adjust the fees in case of changes in the applicable laws and regulations, the availability of new technologies in the waste-management sector, new taxes or charges or in case of other obligations

svojstvu sakupljača otpada, a koje bi povlačile za sobom značajne promene troškova ZU, pod uslovom da ZU može pokazati da ne može da pokrije svoje troškove naplatom sadašnje cene, pod uslovom da se time ne krše imperativne zakonske odredbe.

incurring to JV in its position as waste collector which would entail a considerable change in JV's cost base, provided that JV can demonstrate that it cannot cover its costs by charging the current fee, as long as this does not infringe mandatory law.

4.7 Dalje, cene i investicije naznačene u članovima 1.4, 4.3, 4.4 i 4.5 kao i broj zaposlenih koje treba zaposliti za stalno u skladu sa članom 1.5 moraju se dogovoriti na osnovu sadašnje pretpostavke da će se kućni otpad sakupljati od najmanje 140,000 stanovnika (70,000 od kojih je na teritoriji opštine Kikinda a daljih 70,000 sa teritorija susednih opština) od početka sakupljanja otpada od strane ZU. Kako se očekuje da ZU neće sakupljati otpad od 140,000 stanovnika od početka sakupljanja otpada, obaveza da zaposli određeni broj zaposlenih kao što je navedeno u odeljku 1.5. se u skladu sa tim menja. S toga, u prvoj fazi, ukoliko se otpad sakuplja samo od 70,000 stanovnika, ZU mora da zaposli samo 30 zaposlenih. ZU će morati da zaposli dodatne osobe u skladu sa odeljkom 1.5. samo u slučaju da će ZU sakupljati otpad od dodatnih domaćinstava i to u odnosu 30/70.000 i to do maksimalnog broja zaposlenih navedenog u odeljku 1.5. U skladu sa tim se i obaveza za investiranje navedena u odeljku 1.4. se menja (s toga u prvoj fazi za 70.000 stanovnika, samo dva auto smečara sa potpisnom pločom i jedan smečar

4.7 Furthermore, the fees and investments stipulated in ss.1.4, 4.3, 4.4 and 4.5 and the numbers of employees to be continuously employed as stipulated in s. 1.5 shall be agreed on the basis of the current assumption that household waste will be collected from at least 140,000 inhabitants (70,000 of which from the municipal area of Kikinda and further 70,000 from other municipalities nearby) as of the beginning of the waste collection by JV. As it is to be expected that JV will not collect waste from 140,000 inhabitants from the beginning of waste collection, the obligation to employ a certain number of employees as stated in s. 1.5 is amended accordingly. Therefore JV in the first stage only has to employ 30 employees if waste is collected from 70,000 inhabitants only. JV will have to employ further persons according to s.1.5 only to the extent that JV will collect waste from additional households on a 30/70.000 ratio, up to the maximum number of employees as stipulated in s.1.5. Accordingly the obligation to invest as stated in s.1.4 is amended (therefore in the first stage for 70,000 inhabitants only 2 press trucks



i odgovarajući broj kontejnera će biti kupljen). Isto će se primeniti i za ostale investicije, na primer, transferne stanice.



and 1 garbage truck and a respective number of containers will be purchased). The same shall be stipulated for other investments, e.g. transfer stations.

4.8 Kikinda je u obavezi da obezbedi odgovarajuće podatke za potrebe obračunavanja cene (broj lica uključujući i broj lica sa legitimnim pravom na umanjenu cenu, teritorijalne podatke o privrednim poslovanjima i industrijskim preduzećima). Ti se podaci moraju mesečno ažurirati. Radi provere tačnosti tih podataka, ZU ima pravo pristupa dostupnim dokumentima Kikinde ili bilo kom drugom komunalnom preduzeću koje kontroliše Kikinda (kao što je JKP 6. Oktobar), a takođe, u pojedinačnim slučajevima, da vrši nasumične inspekcije pojedinačnih domaćinstava ili privrednih poslovanja. Ta prava će se koristiti uzimajući u obzir zaštitu legitimnih interesa tajnosti i poverljivosti odnosnih subjekata podataka. Kikinda (ili bilo koje komunalno preduzeće koje kontroliše Kikinda, kao što je JKP 6. Oktobar ili novoosnovano javno preduzeće sa ciljem naplate cene javnih usluga) je u obavezi da preduzme sve tražene mere predostrožnosti za takve inspekcije.

4.8 Kikinda is obligated to provide adequate data for the purposes of calculation of the fee (number of persons including number of those persons to whom a reduced fee legitimately applies, area data of the commercial businesses and industrial undertakings). These data must be updated on monthly basis. In order to verify the accuracy of these data, JV is entitled to access the available documents of Kikinda or any communal undertaking controlled by Kikinda (such as JKP 6. Oktobar) and also, in individual cases, to engage in random inspections of individual households or businesses. These rights shall be exercised by taking account of the protection of legitimate interests of privacy and confidentiality of the respective data subjects. Kikinda (or any communal undertaking under the control of Kikinda, such as JKP 6. Oktobar or the newly founded public company with the purpose to collect fees for public services) is obligated to take any required measures of precaution necessary for such inspections

4.9 ZU će svoje usluge naplaćivati putem mesečnih faktura koje izdaje JKP (ili putem faktura novoosnovanog javnog preduzeća sa

4.9 JV shall charge for its services through monthly invoices issued by JKP (or through invoices of newly founded public company with

ciljem naplate cene javnih usluga), tj. JKP (ili novoosnovano javno preduzeće) će vršiti naplatu cene za usluge koje ZU pruža, u ime i za račun ZU. U tu svrhu Kikinda će doneti posebnu odluku koja će predvideti takav način sakupljanja, kao i ovlaštenje JKP (ili novoosnovanom javnom preduzeću) za vršenje prinudne naplate neplaćenih faktura za izvršene usluge. Kikinda će upotrebiti kontrolu koju ima nad JKP-om (ili novoosnovanom javnom preduzeću) na način da će JKP (ili novoosnovano javno preduzeće) i ZU zaključiti poseban Ugovor o vršenju poslova naplate.

the purpose to collect fees for public services), i.e. JKP (or the newly founded public company) shall perform the collection of fees for the services rendered by JV, in its name, and on behalf of JV. To this end Kikinda shall render a separate decision that shall provide for such a manner of collection, as well as authorization to JKP (or the newly founded public company) to perform forced collection of the unpaid invoices for services rendered. Kikinda will execute its control over JKP (or the newly founded public company) in a way that JKP (or the newly founded public company) and JV conclude a separate Fee Collection Agreement.

4.10 Kikinda se obavezuje da daju podršku ZU uz ulaganje svojih najboljih napora, (uključujući iscrpljivanje svih pravnih i političkih mogućnosti) da se izvrši plaćanje obaveza za sakupljanje otpada od strane potrošača. Ova obaveza Kikinde također sadrži pravo da upotrebi svoju kontrolu nad bilo kojim komunalnim preduzećem pod njenom kontrolom, na način da se pruži sva neophodna podrška takvom komunalnog preduzeću da bi se sprovela gore navedena obaveza plaćanja.

4.10 Kikinda is obliged to support JV with their respective best effort (including exhausting all legal and political possibilities) to enforce the payment obligation for collection fees by the customers. This obligation of Kikinda also comprises the obligation to execute its control over any communal undertaking under the control of Kikinda in a way that any necessary support of such communal undertaking to enforce the above mentioned payment obligation will be achieved.

4.11 ZU će obezbediti razuman broj (do 300) malih kanti za otpatke (sa zapreminom od najviše 50 litara svaki) koje će se pričvrstiti na

4.11 JV will provide a reasonable number (up to 300) of small waste bins (with a volume of max 50 liter each) to be mounted on traffic signs and lamp

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saobraćajne znake i javnu rasvetu u pešačkoj zoni Kikinde. Te kante će prazniti komunalna služba opštine. ZU će obezbediti velike kontejnere (najviše dva komada) koji će biti postavljeni u blizini pešačke zone i prevoziće te velike kontejnere do deponije. Cena za odlaganje te količine biće fakturisana Kikindi u skladu sa članom 3.3.

4.12. Strane se slazu o tome da su određene marketinske i edukativne aktivnosti potrebne da se stvorila svest o obavezi organizovanog sakupljanja otpada kod građana i ustanovljavanju efikasnog sistema naplate. Strane su saglasne da saradjuju u sprovođenju tih aktivnosti, gde je to bazirano na pretpostavci da trud koji Kikinda treba da ulozi, bez naplate, neće precizno iznositi od € 100.000.- (uključujući PDV)

4.13 Ugovor o sakupljanju otpada stupa na snagu po puštanju deponije u rad i okončaće se tek po raskidu ovog Ugovora.

posts in the pedestrian area of Kikinda. These bins will be emptied by the municipality's communal service. JV will provide large containers (max. 2 pieces) to be positioned near the pedestrian area and will transport these large containers to the landfill. The fee for disposal of this quantity will be invoiced to Kikinda according to s. 3.3.

4.12. The Parties agree on the fact that some marketing and education activities are necessary to establish the awareness of necessity of organized collecting of waste, with the citizens, and to establish an effective invoicing system. The Parties agree to cooperate to perform these activities, whereas this is based on the assumption that the effort to be provided by Kikinda free of charge shall not exceed the value of € 100.000.- (including VAT)

4.13 The Waste Collection Agreement shall enter into force upon the operative launch of the landfill and shall only end upon termination of the present Agreement.

Odeljak V

Sortiranje i selekcija na deponiji

5.1 ZU ima pravo da vrši sortiranje i selekciju sirovina na deponiji. ZU ima pravo da odabere

Section V

Assortment and Selection at the Landfill

5.1 JV is entitled to assort and select raw materials at the landfill. JV is free to choose the procedures

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procedure ili tehnologije koje će koristiti za potrebe takvih aktivnosti. Sva oprema koja se koristi za selekciju, sortiranje i recikliranje sirovina ostaje u vlasništvu i podložno raspolaganju ZU.

or technologies for such activities. Any equipment required for the selection, assortment and recycling of materials shall remain the property of and subject to the disposition of JV.

5.2 Sva dobit od korišćenja sekundarnih sirovina u toku rada deponije pripadaće Kikindi i ZU u jednakim delovima, to jest 1:1. Odgovarajuće poravnanje računa vršiće se na godišnjoj osnovi sa perspektive *ex post* nakon završetka finansijskih izveštaja ZU, uzimajući u razmatranje sve troškove načinjene tokom prikupljanja, sortiranja, selekcije, prerade i plasiranja na tržište. ZU je saglasan da takve slične pogodnosti, analogne ovoj odredbi, prenese i na druge opštine koje svoj otpad predaju ZU na preradu, putem odgovarajućih mera, kao što je nadoknada naplaćenih cena.

5.2 Any profits gained by the utilization of secondary materials in the course of the operation of the landfill shall appertain to Kikinda and JV in equal shares, namely 1:1. The corresponding settlement of accounts shall occur on an annual basis from an *ex post* perspective after JV's closing of its financial statement, considering all costs incurred for collection, assorting, selection, treatment and marketing. JV agrees to pass on similar advantages, in analogy in the present provision, to other municipalities who pass over their waste to JV for treatment by means of adequate measures, such as reimbursement of the fees.

Odeljak VI

Ekskluzivnost, podrška

6.1 Kikinda izričito garantuje da neće formirati niti osnovati novo pravno lice, niti ulagati (makar i samo indirektno) u preduzeće koje se bavi aktivnostima koje se putem ovog Ugovora dodeljuju ZU. Ova obaveza će ostati na snazi tokom trajanja ovog Ugovora.

Section VI

Exclusivity, Support

6.1 Kikinda explicitly warrants not to form or incorporate a new entity, or to invest (even if only indirectly) in an undertaking which engages in activities as assigned to JV by means of the present Agreement. This obligation shall apply for the full duration of the present Agreement.

6.2 Kikinda neće, ni direktno ni indirektno putem pravnog lica ili preduzeća pod kontrolom Kikinde, dati nijednom Trećem licu, bilo stranoj ili domaćoj firmi ili licu, svoju saglasnost za obavljanje aktivnosti koje se ovim Ugovorom dodeljuju ZU, niti će se sama baviti takvim aktivnostima.

6.2 Kikinda will not, neither directly nor indirectly by means of an entity or undertaking controlled by Kikinda, provide to any Third Party, be it foreign or local firms or persons, its consent to engage in activities assigned to JV by the present Agreement, or engage in such activities itself.

6.3 Tokom trajanja ovog Ugovora ZU će imati ekskluzivno pravo sakupljanja svog komunalnog, kućnog i industrijskog otpada sa teritorije Kikinde (iz domaćinstava kao i od prirednih i industrijskih subjekata).

6.3 For the duration of the present Agreement, JV shall enjoy the exclusive right to collect all communal waste accruing within the region of Kikinda (from households as well as from commercial or industrial entities).

6.4 ZU će imati ekskluzivno pravo prerade otpada na sadašnjoj deponiji (ili .A.S.A., ako .A.S.A. ima pravo korišćenja postrojenja).

6.4 JV shall be exclusively entitled to treat waste at the present landfill (or .A.S.A., if .A.S.A. enjoys the right to use the premises).

6.5 Kikinda će pružiti svu moguću podršku .A.S.A. ili ZU da bi .A.S.A. ili ZU mogli da pribave sve licence koje su potrebne za aktivnosti dodeljene ovim Ugovorom, na taj način da se obezbedi puštanje u rad deponije i sakupljanja u najkraćem mogućem roku i osigura njihovo održavanje na najbolji mogući način.

6.5 Kikinda will support .A.S.A. or JV as best as possible, so that .A.S.A. or JV may obtain all licences required for the activities assigned by the present Agreement, and so as to provide for the operative launch of the landfill and the collection as soon as possible and to ensure their maintenance as best as possible.

6.6 Kikinda će, uz konsultacije sa ZU, usvojiti potrebne propise, direktive ili uredbe da bi se na teritoriji opštine Kikinda uspostavio sistem upravljanja otpadom, čime će se obezbediti sistem

6.6 Kikinda will, in consultation with JV, adopt the required regulations, directives or decrees in order to impose a waste management system in the municipal area of Kikinda, thereby providing for a

upravljanja otpadom koji sadrži i odredbe vezane
za sortiranje otpada i odlaganje građevinskog
otpada, zemlje, otpad od iskopavanja kao i otpad
sa puteva i zelenih
površina.

waste management system including provisions
concerning waste separation and disposal of
construction waste, soil, ground excavation as
well as road waste and green waste.

Odeljak VII

Usluge građanstvu – garancija pružanja usluga

Section VII

Civil Services – Guarantee of Service Delivery

7.1 Kikinda će uspostaviti centralnu lokaciju za
pritužbe, koja će prihvatati sve vrste pritužbi i
predloga u vezi sa aktivnostima ZU. Takve
pritužbe i predlozi će se bez odlaganja
prosleđivati ZU.

7.1 Kikinda will establish a focal point for
complaints, which will accept any kind of
complaints or suggestions concerning the activities
of JV. Such complaints and suggestions will be
passed on to JV without delay.

7.2 ZU je u obavezi da bez odlaganja otkloni sve
žalbe u vezi sa pružanjem usluga koje su sadržane
u takvim pritužbama i predlozima.

7.2 JV is obligated to eliminate any grievances
concerning its service delivery as indicated by
such complaints and suggestions without delay.

7.3 U slučaju da ZU ne ispuni blagovremeno ili
valjano svoje obaveze u vezi sa sakupljanjem
otpada i preradom u skladu sa ovim Ugovorom i
povezanim ugovorima, i u slučaju da takvo
kašnjenje ili neizvršavanje nije uzrokovano
posledicama više sile (npr. rat, oluje sa
grmljavinom, druge elementarne nepogode ili
štrajkovi, itd.), Kikinda ima pravo da dodeli
aktivnosti na osnovu ovog Ugovora drugom
ovlašćenom i sposobnom preduzeću putem naloga

7.3 In case JV does not timely or duly fulfil its
obligations regarding the waste collection subject
to the present Agreement including its related
agreements, and in case such delay or default is
not the consequence of force majeure (e.g. war,
thunderstorms, other natural disasters or strikes,
etc.), Kikinda is entitled to engage another
authorized and capable firm to perform these
activity for account of JV, provided that a period
of grace of at least 7 days has been granted to JV



i za račun ZU, pod uslovom da je ZU pismenim putem odobren grejs period od najmanje 7 dana. Takva dodela aktivnosti traje samo do trenutka kada ZU bude u stanju da nastavi sa izvršavanjem odnosne obaveze.

in writing. This engagement will last only up to the moment JV is prepared to continue performance of the respective obligation.

Odeljak VIII

Količina, namena i kašnjenja kod ulaganja

Section VIII

Amount, Intended Use and Delays for Investments

8.1 Ulaganja koja će načiniti .A.S.A. (ili ZU u daljem toku poslovanja) biće zajednički ugovorena sa Kikindom, uzimajući u obzir operativne potrebe. Kao osnov za taj dogovor, planirana ulaganja i primenjiva dinamika istih naznačeni su u Ponudi. Partneri ovime naglašavaju da su iznosi navedeni u Ponudi maksimalni iznosi, kao i da su ulaganja naznačena za usluge na teritoriji od najmanje 140.000 stanovnika. Prema tome, nema daljih obaveza dodatnog ulaganja shodno pojedinačnim investicionim merama, ako bi se odnosni cilj takode mogao ostvariti i manjim ulaganjima.

8.1 The investments to be made by .A.S.A. (or by JV in the course of going concern) are to be mutually agreed with Kikinda, taking into account the operational necessity. As a basis for this agreement, the planned investments as well as the applicable timing were stated in the offer. The Partners hereby clarify that these amounts stated in the offer are maximum amounts, and that the investments are outlined for a service area of at least 140.000 inhabitants. Therefore, there is no further obligation for additional investments with regard to the individual investment measures, if the respective target could also be achieved by smaller investments.

Odeljak IX

Prenos prava i obaveza, prebijanje potraživanja

9.1 ZU i .A.S.A. imaju pravo korišćenja usluga odgovarajućih podizvođača za potrebe izvršavanja svojih obaveza na osnovu ovog Ugovora.

9.2 Kikinda nema pravo da prodaju nijednu od nepokretnosti navedenih u odeljku 2.4 ovog Ugovora tokom trajanja ovog Ugovora, niti da nad tim nepokretnostima ustanovi hipoteku, niti da ih optereti na bilo koji drugi način, niti da odobri pravo korišćenja tih nepokretnosti bilo kojem pravnom ili fizičkom licu (ta poslednja obaveza se ne odnosi samo na Treća lica, već i na povezana lica ili ogranke).

9.3 Kikinda nema pravo prebijanja bilo kakvih potraživanja ZU-a sa sopstvenim potraživanjima prema .A.S.A. ili ZU.

Odeljak X

Sankcije za kašnjenje u izvršavanju obaveza na osnovu ovog Ugovora i za kašnjenje u izvršavanju kao i za neizvršavanje dodeljenih delatnosti

10.1 U slučaju da bilo koji Partner ili ZU ne

Section IX

Transfer of Rights and Obligations, Off-Setting of Claims

9.1 JV and .A.S.A. are entitled to make use of suitable subcontractors for the purposes of complying with their obligations under the present Agreement.

9.2 Kikinda is not entitled to sell any of the real estates listed in s. 2.4 of the present Agreement for the duration of the present Agreement, nor to mortgage these real estates, or to charge them in any other form, or to grant a right to use these real estates to any legal or natural person (this latter obligation does not only apply with regard to Third Parties, but also with regard to affiliated companies or branches).

9.3 Kikinda is not entitled to off-set any claims of JV against its individual claims against .A.S.A. or JV.

Section X

Sanctions for Late Compliance with Obligations under this Agreement and for Late Performance and Default of the Assigned Activities

10.1 In case any Partner or JV should not comply



ispuni svoje obaveze po osnovu ovog Ugovora na vreme - i u slučaju da takvo kašnjenje nije uzrokovano posledicama više sile (npr. rat, oluje sa grmljavinom, druge elementarne nepogode ili štrajkovi, itd.) - drugi Partner - uprkos bilo kojim drugačijim posledicama naznačenim drugde u ovom Ugovoru - ima pravo da angažuje, dodeli izvršenje predmetne aktivnosti drugom ovlašćenom i sposobnom preduzeću o trošku Partnera koji obaveze nije izvršio, pod uslovom da je pismenim putem ugovoren grejs period od najmanje 14 dana. Ovo angažovanje će trajati samo do trenutka u kojem Partner koji obaveze nije izvršio ne bude spreman na nastavi sa izvršavanjem odnosne obaveze. U svakom slučaju ova se odredba ne odnosi ni na jednu obavezu ulaganja u deponiju ili pokretnu imovinu u pitanju.

with their obligations under this Agreement in time - and in so far as such delay is not caused by force majeure (e.g. war, thunderstorms, natural disasters, strikes, etc) - the other Partner is - notwithstanding any deviant consequences provided for elsewhere in this Agreement - entitled to engage another authorized and capable firm to perform the respective activity on the account of the defaulting Partner, provided that a period of grace of at least 14 days has been set in writing. This engagement will last only up to the moment the defaulting Partner is prepared to continue performance of the respective obligation. In any case this provision does not apply to any obligation to invest in landfill or movable assets at issue.

Odeljak XI

Trajanje, posledica raskida

11.1 Ovaj Ugovor stupa na snagu sa danom potpisivanja od strane oba Partnera. Ugovor istice nakon 25 godina od prvog pustanja u rad deponije. Svakako, Kikinda ima jednostrano pravo produžiti rok trajanja ugovora za 10 godina pismenom deklaracijom poslatom preporučenim postom, a koja mora biti izdata 12 meseci pre isteka ugovora (nakon 25 godina), najkasnije.

Section XI

Term, Consequences of Termination

11.1 This Agreement shall enter into force upon the signature of both Partners. The Agreement will expire after 25 years from the first operative launch of the landfill. Anyway, Kikinda has the right to unilaterally extend the term of the Agreement by 10 years by written declaration to be sent by registered mail, which has to be issued 12 months prior to the expiration of the Agreement

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A.S.A. ima pravo odbiti takvo produženje u roku od 4 meseca posle prijema takve deklaracije.

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(after 25 years) at the latest. A.S.A. has the right to reject such extension within 4 months after receipt of such declaration.

11.2 U slučaju raskida (isteka), A.S.A. ima pravo da preuzme udeo Kikinde u ZU. U slučaju da A.S.A. iskoristi tu opciju, cena tog udela obračunava se primenom Principa za procenu preduzeća na osnovu mišljenja stručnjaka KFS-BW1 Austrijske komore računovođa.

11.2 In case of termination (expiration), A.S.A. has the right to assume the share of Kikinda in JV. In case A.S.A. makes use of this option, the price for this share shall be calculated by applying the Principles for the Evaluation of an Enterprise based on the Expert's Opinion KFS-BW1 of the Austrian Chamber of Accountants

11.3 U slučaju da A.S.A. ne iskoristi tu opciju, Kikinda ima pravo da preuzme udeo A.S.A. U tom slučaju cena će se takođe obračunati u skladu sa principima naznačenim u odeljku 11.2.

11.3 In case A.S.A. does not make use of this option, Kikinda has the right to assume the share of A.S.A. In that case, the price shall also be calculated according to the principles in s.11.2.

11.4 Ukoliko se opcija iskoristi, cena udela mora se uplatiti u gotovini u roku od 21 dan.

11.4 If the option is exercised, the share price must be paid within 21 days in cash.

11.5 U slučaju da nijedan Partner ne preuzme udeo drugog Partnera, biće izvršena likvidacija društva ZU.

11.5 In case no Partner assumes the share of the other Partner, the company JV is to be liquidated.

11.6 U svakom slučaju nakon raskida Ugovora usled isteka roka na koji je zaključen, ZU će preneti svojину nad deponijom i svim nepokretnostima koje se nalaze na deponiji, i transferisace sve radnike vezane za deponiju (uključujući radnike koji rade u administraciji deponije) Kikindi, bez naknade, a Kikinda ima

11.6 In any case after termination due to the expiration of the term of this Agreement, JV has to transfer the ownership over the landfill and all immovables sited on the premises of the landfill, and all employees related to the landfill (including employees working in the administration of the landfill) to Kikinda free of charge and Kikinda has

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obavezu da preuzme svu ovu imovinu i radnike sa svim povezanim pravima, obavezama i odgovornostima. ZU se slaže da Kikinda u to vreme može da bude uknjžena kao vlasnik deponije bez daljeg posebnog odobrenja od ZU-a.

to take over these assets and employees with all related rights, obligations and liabilities. JV agrees that Kikinda, at that point of time can be registered as the owner of the landfill without further separate approval of JV.

11.7. Dalji detalji prava opcije regulisane u članovima 11.2 – 11.5 će biti regulisani u posebnom Ugovoru o opciji (Anex 16).

11.7 Further details of the option rights stipulated in s. 11.2 - 11.5 shall be regulated in a separate Option Agreement (Annex 16).

Odeljak XII

Raskid pre roka

Section XII

Early Termination

12.1 Ovaj Ugovor može se raskinuti pre roka samo u slučaju obostrane saglasnosti Partnera ili u slučaju razloga navedenih u odeljku 12.2 ili 12.3.

12.1 The present Agreement may only be terminated early subject to the Partners' mutual consent or subject to a cause listed in s.12.2. or s.12.3.

12.2 Kikinda će imati pravo raskida ugovora samo iz sledećih razloga:

12.2 Kikinda is only entitled to terminate for cause, if

a) Prvo puštanje u rad deponije ili otpočinjanje sakupljanja otpada odloženo je za više od 12 meseci od registracije osnivanja ZU, samo usled krivice .A.S.A.;

a) the first operative launch of landfill or the launch of the waste collection is delayed for more than 12 months from the registration of the foundation of JV on, only due to .A.S.A.'s fault;

b) Započet je stečajni postupak u vezi sa sredstvima ZU; ili u slučaju da ZU obustavi svoje poslovne aktivnosti;

b) insolvency proceedings are commenced with respect to the assets of JV; or if JV suspends its business activity;

c) Aktivnosti u vezi sa sakupljanjem otpada odložene su za više od 3 meseca, samo

c) the activities with regard to waste collection are suspended for more than 3

krivicom .A.S.A. ili ZU;

- d) ZU, uprkos opomeni i odobravanju odgovarajućeg grejs perioda, rukovodi deponijom ili sistemom sakupljanja otpada na način koji direktno uzrokuje ozbiljnu štetu životnoj sredini ili ugrožava ljudske živote ili zdravlje;

12.3 .A.S.A. će imati pravo raskida ugovora samo iz sledećih razloga:

- a) Kikinda direktno ili indirektno prekrši zahtev o ekskluzivnosti naveden u Odeljku VI;
- b) Kikinda direktno ili indirektno uprkos odredbama ovog Ugovora koristi svoje pravo raspolaganja nepokretnošću opisano u Odeljku 2.4 na način koji krši pravo korišćenja koje ima ZU, pod uslovom da se takvo kršenje ne ukloni u grejs periodu od jedne nedelje.;
- c) Kikinda ili bilo koje komunalno preduzeće pod kontrolom Kikinde, uključujući novoosnovano javno preduzeće sa ciljem naplate cena za javne usluge kasne sa dospelim plaćanjima zbirnog iznosa od najmanje € 750.000,- za više od 30 dana, uprkos grejs periodu i pretnji raskidom pre roka (ovaj iznos podleže revalorizaciji na osnovu Indeksa inflacije koji objavljuje Republički zavod

months, only due to default on part of .A.S.A. or JV;

- d) JV, despite a reminder and the granting of an adequate period of grace, manages the landfill or the collection system in such a way which directly causes severe damages to the environment or threatens human life or physical condition;

12.3 .A.S.A. is only entitled to terminate for cause, if

- a) Kikinda directly or indirectly infringes the exclusivity requirement set out in Section VI;
- b) Kikinda directly or indirectly contrary to the provisions of the present Agreement exercise its rights of disposal in the real estate as described in s.2.4. in a way infringing the right to use of JV, provided such infringement has not been eliminated within a period of grace of one week;
- c) Kikinda or any communal undertaking under the control of Kikinda, including the newly founded public company with the purpose to collect fees for public services are in delay of due payments to JV for an aggregated amount of at least € 750.000,- for more than 30 days, despite a period of grace and a threat of early termination (this amount being subject to revaluation on the basis of the Inflation Index published by

za statistiku Republike Srbije);

the Statistical Bureau of the Serbian Republic);

d) Kikinda ne ispuní garanciju iz Odeljka 3.6;

d) Kikinda fails to fulfil the guarantee given in s.3.6..

e) Prvo puštanje u rad deponije ili otpočinjanje sakupljanja otpada odloženo je za više od 12 meseci od registracije osnivanja ZU, usled krivice Kikinde ;

e) the first operative launch of the landfill or the launch of the collection is delayed for more than 12 months from the registration of the foundation of JV on only due to default on part of Kikinda.

f) Pravna ili ekonomska situacija se promeni na takav način koji čini izvršenje usluga nemogućim ili znatno otežanim za .A.S.A.

f) The legal or economic situation changes in a way that makes the performance of the services impossible or results in a intolerable hardship for .A.S.A.

12.4 Pravo na raskid pre roka mora se iskoristiti putem preporučenog pisma.

12.4 The right to early termination must be exercised by means of registered letter.

12.5 Uprkos odredbama imperativnog prava, sve posledice ranog raskida su konačno definisane u članovima 12.5.1 – 12.5.4 ovog Ugovora i u nekoliko Posebnih ugovora.

12.5 Notwithstanding the provisions of mandatory law, all consequences of early termination are – finally stipulated in s. 12.5.1 – 12.5.4 of this agreement and in the several Special Agreements.

12.5.1 Rani raskid od strane Kikinde

12.5.1 Early termination by Kikinda:

U slučaju da je Kikinda raskinula ovaj ugovor iz valjanih razloga u skladu sa članom 12.2, prava ekskluzivnosti i obaveze podrške navedene u članu IV prestaju sa trenutnim efektom.

In case Kikinda has terminated this Agreement for good cause due to s. 12.2, exclusivity rights and support obligations as stipulated in Art IV. cease with immediate effect.

Uz to, Kikinda ima pravo da zatraži prenos ili

In addition Kikinda has the right to claim the

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celog ili dela udela A.S.A. u ZU na Kikindu („Call opcija“) istovremeno sa plaćanjem cene prenosa koja će biti jednaka proporcionalnoj vrednosti sredstava svih sredstava ZU procenjenih u vreme objavljivanja raskida. Vrednost sredstava mora proceniti jedan od sledećih revizora: KPMG, Deloitte, Ernst&Young, PwC, pri čemu revizor ZU neće biti uzet u obzir. Od preostalih revizora onaj koji će vršiti procenu biće odabran izvlačenjem i mora biti angažovan u roku od 7 dana. Troškove procene snosiće .A.S.A..

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transfer of .A.S.A.'s entire share in JV or any portion thereof to Kikinda („Call Option“) contemporaneously against payment of a transfer price which equals the proportionate asset value of all JV assets evaluated at the time the termination is declared. The asset value has to be evaluated by one of the following auditors: KPMG, Deloitte, Ernst&Young, PwC, whereas the auditor of JV shall be excluded. From the remaining auditors the one to perform the evaluation will be selected by drawing lots and has to be engaged within 7 days. The costs of evaluation have to be born by .A.S.A.

U slučaju da je do ranog raskida došlo usled krivice A.S.A., Kikinda ima pravo na kaznu od € 500.000,-

In case that the cause for early termination was at .A.S.A.'s fault, Kikinda is entitled to penalty of € 500.000,-

Sva ostala potraživanja, npr. potraživanja naknade štete, biće isključena.

Any further claims, e.g. claims for damages, shall be excluded.

12.5.2 Rani raskid od strane A.S.A iz razloga navedenih u 12. 3 od a –e:

12.5.2 Early termination by .A.S.A. due to the 12. 3 lit.a-e:

U slučaju da je .A.S.A. raskinula ovaj ugovor iz valjanog razloga u skladu sa članom 12.3, .A.S.A. ima slobodu izbora između izvršavanja Put opcije (tj. prava prodaje svog udela u ZU, Kikindi ili bilo kom drugom fizičkom ili pravnom licu koje odredi Kikinda; u svakom slučaju Kikinda preuzima obavezu plaćanja cene opcije) ili Call opcije (tj. da traži prenos udela Kikinde u ZU). U

In case .A.S.A. has terminated this Agreement for good cause due to s. 12.3, .A.S.A. has at it's free choice the right to execute a Put-Option, (i.e the right to sell it's shares in JV to Kikinda or any other individual or entity nominated by Kikinda; in any case Kikinda assumes liability for the payment of the option price) or a Call-Option (i.e. to claim for the transfer of Kikinda's share in JV). In any

svakom slučaju prenos akcija i isplata cene opcije moraju biti izvršeni istovremeno.

case the transfer of shares and the payment of the option price have to be effectuated contemporaneously.

Cena Put opcije jednaka je proporcionalnoj korporativnoj vrednosti, procenjenoj na osnovu stručnog mišljenja KFS-BWI Austrijske računovodstvene komore, ali najmanje u vrednosti proporcionalne vrednosti sredstava svih sredstava ZU ili neizmirenih dugovanja ZU za koje je .A.S.A. preuzela odgovornost (viši iznos predstavlja relevantni minimalni prag).

The price for the Put Option equals the proportionate corporate value, being evaluated based on the Expert's Opinion KFS-BWI of the Austrian Chamber of Accountants, but at the minimum the proportionate asset value of all assets of JV or the outstanding debts of JV for which .A.S.A. has accepted liability (the higher amount being the relevant minimum threshold).

Cena Call opcije jednaka je proporcionalnoj vrednosti sredstava svih sredstava ZU, ali najviše u iznosu nominalne vrednosti udela Kikinda u registrovanom kapitalu ZU plus proporcionalni deo rezerve prihoda.


The price for the Call Option equals the proportionate asset value of all assets of JV, but at the maximum the nominal value of Kikinda's share of the registered capital of JV plus proportionate share of a revenue reserve.


Korporativnu vrednost ili vrednost sredstava treba da proceni jedan od sledećih revizora: KPMG, Deloitte, Ernst&Young, PwC, pri čemu revizor ZU neće biti uzet u obzir. Od preostalih revizora onaj koji će vršiti procenu biće odabran izvlačenjem i mora biti angažovan u roku od 7 dana. Troškove procene snosiće Kikinda.

The corporate value or the asset value have to be evaluated by one of the following auditors: KPMG, Deloitte, Ernst&Young, PwC, whereas the auditor of JV shall be excluded. From the remaining auditors the one to perform the evaluation will be selected by drawing lots and has to be engaged within 7 days. The costs of evaluation have to be born by Kikinda.

Uz to, .A.S.A. po sopstvenom izboru ima pravo da umesto izvršavanja gore navedenih opcija zatraži povraćaj svih neotpisanih ulaganja (u

In addition, A.S.A. is at it's free choice instead of executing the above mentioned options entitled to claim for reimbursement of all investments not


skladu sa IFRS) u vreme objavljivanja raskida, izvršenih od strane .A.S.A. ili ZU ukoliko je .A.S.A. odgovorna za otplatu uloženog iznosa, plus kamatu od dana ulaganja, baziranu na prosečnoj kamati koju su .A.S.A. ili ZU morali da plate bankama za uzete kredite kojima su finansirali projekat ili za otplatu duga ZU za koji je .A.S.A. odgovorna na dan objavljivanja raskida iz valjanih razloga. U tom slučaju vrši se prenos udela .A.S.A. u ZU na Kikindu ili bilo koje fizičko ili pravno lice koje odredi Kikinda, bez naknade (u svakom slučaju Kikinda preuzima obavezu plaćanja povraćaja).


written off (according to IFRS) at the time termination is declared, which were effected by .A.S.A. or by JV insofar as .A.S.A. is liable for repayment of the invested amount, plus interest from the day of investment, based on the weighted average interest rate which .A.S.A. or JV had to pay to banks for the loans taken to finance the project, or to payment of the debt of JV for which .A.S.A. is liable at the date of declaration of termination for cause. In such case the stake of .A.S.A. in JV is transferred to Kikinda or any other individual or entity nominated by Kikinda free of charge (in any case Kikinda assumes liability for the payment of the reimbursement as mentioned above).

U slučaju da je razlog ranog raskida krivica Kikinde (uključujući krivicu bilo kog komunalnog preduzeća pod kontrolom Kikinde, koje je uključeno u cilju ispunjenja ovog Poveravanja, odnosno novoosnovanog javnog preduzeća za naplatu javnih usluga) .A.S.A. ima pravo na kaznu u iznosu od € 500.000,-.

In case that the cause for early termination was at Kikinda's fault (including the fault of any communal undertaking under control of Kikinda, which is involved in order to perform the present Entrustment, e.g. the newly founded public company with the purpose to collect fees for public services), .A.S.A. is entitled to penalty of € 500.000,-.

Sva ostala potraživanja, npr. potraživanja za naknadu štete, biće isključena.

Any further claims, e.g. claims for damages, shall be excluded.

12.5.3 Rani raskid usled 12.tacka f

12.5.3 Early termination due to s 12.3 lit.f

U slučaju da .A.S.A. raskine Ugovor u skladu sa

In case .A.S.A. terminates the present Agreement

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clanom 12.3. tacka f, Kikinda ima pravo da preuzme udeo .A.S.A.-e International i A.S.A.-e Eko u ZU-u. U slucaju da Kikinda iskoristi ovu opciju, cena za ovaj udeo ce biti proporcionalna vrednosti preduzeca izracunata primenom Principa Evaluacije Preduzeca baziranom na ekspertskom misljenju KFS-BW1 Austijske Komore Racunovodja.

subject to s. 12.3. lit f, Kikinda has the right to assume the shares of .A.S.A. International and .A.S.A. Eko d.o.o. in JV. In case Kikinda makes use of this option, the price for these shares shall be the proportionate corporate value calculated by applying the Principles for Evaluation of an Enterprise based on the Expert's Opinion KFS-BW1 of the Austrian Chamber of Accountants.

U slucaju da Kikinda ne iskoristi ovu opciju, .A.S.A. Eko d.o.o. ima pravo da preuzme udeo Kikinde u ZU-u. U tom slucaju, cena ce biti izracunata po istom principu navedenom gore.


In case Kikinda does not make use of this option, .A.S.A. Eko d.o.o. has the right to assume the share of Kikinda in JV. In that case, the price shall also be calculated to the principles as set out above.


U slucaju da ni jedan od Partnera ne iskoristi ovu opciju i preuzme udeo drugog Partnera, ZU ce biti likvidiran. U tom slucaju ostatak sredstava nakon likvidacije ce prvenstveno biti iskoriscen za placanje obaveza ZU-a za koje su .A.S.A. Eko d.o.o. ili .A.S.A. International preuzeli obavezu.

In case no Partner executes this option and assumes the share of the other Partner(s), JV is to be liquidated. In such case the remaining assets after liquidation preliminarily have to be used to repay obligations of JV for which .A.S.A. Eko d.o.o. or .A.S.A. International have assumed liability.

Kikinda ce pokriti 50% gubitaka .A.S.A. grupe, pretrpljenih usled okolnosti koje su dovele do raskida usled 12.3. tacka f (ukljucujuci smanjenje vrednosti ZU-a i/ili investicija izvršenih od strane .A.S.A. u sklopu ovog projekta, a iz razloga ranog raskida u skladu sa clanom 12.3. tacka f) placanjem odnosno iznosa .A.S.A.-i International u roku od jednog meseca nakon

Kikinda will cover 50% of the losses .A.S.A. group suffers from the circumstances leading to termination subject to 12.3. lit f (including decrease of value of JV and/or investments done by .A.S.A. within this project occurring as consequence of early termination subject to s. 12.3. lit f) by paying the respective amount to .A.S.A. International within one month after


izracunavanja takvih gubitaka.


calculation of such losses.

Gore navedeni gubici ce biti izracunati na sledeci
nacin:

The losses mentioned above shall be calculated in
the following manner:

Razlika izmedju knjigovodstvene vrednosti (u skladu sa IFRS) .A.S.A.-ine investicije u projekat (bilo direktno ili preko ZU-a) i vrednosti preduzeca po proceni u skladu sa KFS-BW1 (videti gore) ce biti umanjena za bilo koja placanja od strane osiguranja .A.S.A.-i, pokrivajuci takve rizike i gubitke koji su bili razlog za rani raskid ili su direktna posledica takvog ranog raskida. (knjigovodstvena vrednost minus vrednost preduzeca minus isplata osiguranja).

The difference between the book value (according to IFRS) of .A.S.A.'s investment in the project (be it directly or via JV) and the corporate value as evaluated according to KFS-BW1 (see above) has to be reduced by any payment of any insurance to .A.S.A. covering such risks and losses which were the reason for early termination or are the direct consequence of such early termination. (book value minus corporate value minus insurance payment)

12.5.4 Ugovori o opcijama

Dodatni detalji u vezi da pravima nad opcijama navedenim u članovima 12.5.1, 12.5.2 i 12.5.3 biće regulisani u zasebnim ugovorima o opciji. (Aneks /17,/18 i /19).

12.5.4 Option Agreements

Further Details of the Option rights stipulated in ss. 12.5.1, 12.5.2 and 12.5.3 shall be regulated in separate Option Agreements (Annex /17, /18 and /19).

Odeljak XIII

Nadležni opštinski organi za obezbeđenje ugovornih obaveza

Section XIII

Competent Municipal Authority for Ensuring the Contractual Obligations

Opština Kikinda imenovaće nadležni organ koji
će imati centralnu ulogu za .A.S.A. i ZU, i koji će

The Municipality of Kikinda will appoint a
competent authority to serve as a direct focal point



obezbediti sve obaveze Kikinde na osnovu ovog Ugovora.



for A.S.A. and JV, which will ensure all obligations of Kikinda under the present Agreement.

Odeljak XIV

Rešavanje sporova, merodavno pravo

14.1 Uprkos bilo kojim suprotnim imperativnim zakonskim odredbama, na ovaj Ugovor će se primenjivati zakonima Srbije.

14.2 Ukoliko dođe do spora po predmetu ovog Ugovora, Partneri prvo moraju pokušati da spor reše prijateljski uz obostranu saglasnost. Smatraće se da je bilo koji pokušaj postizanja obostrane saglasnosti propao od trenutka kada jedan Partner o tome jasno obavesti drugog Partnera pisanim putem.

14.3 U slučaju da pokušaj rešavanja spora uz zajedničku saglasnost propadne, tužba će biti podneta arbitraži u skladu sa Pravilnikom o arbitraži Međunarodne Trgovinske Komore (ICC) u Parizu. U skladu sa Pravilnikom o arbitraži ICC, biće imenovana 3 arbitra, koji će doneti konačnu odluku po toj tužbi.

Section XIV

Dispute Settlements, Governing Law

14.1 Notwithstanding any mandatory provisions of law to the contrary, this Agreement shall be governed by the laws of Serbia.

14.2 If a dispute arises out of the subject matter of the present Agreement, the Partners shall first try in good faith to settle the dispute by mutual consent. Any attempt to obtain mutual consent shall be deemed to have failed from the point of time when one Partner demonstrably so informed the other Partner in writing.

14.3 In case of a failed attempt to reach dispute settlement by mutual consent, the respective claim shall be brought to arbitration in accordance with the arbitration rules of the International Chamber of Commerce (ICC) in Paris. There shall be 3 arbitrators appointed in accordance with the ICC Arbitration Rules, who shall give a final decision on that claim.

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14.4 Mesto takve arbitraže biće Pariz. Jezik koji će se koristiti u takvim postupcima biće engleski. Uprkos ma kojim suprotnim pravilima Pravilnika Međunarodne trgovinske komore, primenjivaće se proceduralni pravilnik mesta arbitraže. Uprkos gore navedenom, arbitražni sud će biti ovlašćen i da održava saslušanja i u drugim gradovima (npr. u Beogradu), ali u svakom slučaju mora presudu doneti u Parizu.

14.5 Odluka arbitara mora sadržati i razloge donošenja takve odluke. Arbitri takođe moraju odlučiti o troškovima takvog postupka.

14.4 The venue for such arbitration shall be Paris. The language to be used in such procedures shall be English. Notwithstanding any deviating rules of the International Chamber of Commerce, the procedure rules of this venue shall apply. Notwithstanding the above, the arbitral tribunal shall be entitled to hold hearings also in other cities (e.g. in Belgrade), but has in any case to issue the decision in Paris.

14.5 The arbitrators' decision must also contain the reasons for their judgement. They shall also decide on the costs of such proceedings.

Odeljak XV **Savetodavni odbor**

14.5

Section XV **Advisory Board**

15.1 Za potrebe vršenja revizije učinka na osnovu ovog Ugovora (uključujući i sve Posebne ugovore koji će biti zaključeni uz ovaj Ugovor), ustanoviće se Savetodavni odbor. Taj Savetodavni odbor će se sastojati od četiri člana sa jednakim pravom glasa, dva člana za Kikindu i dva za .A.S.A. Savetodavni odbor će održavati sednice odbora u poslovnom sedištu ZU najmanje na polugodišnjoj osnovi. Sednice odbora mogu sazivati dva člana Savetodavnog odbora zajedno, pismenim putem, uz rok za obaveštavanje od 14 dana i prilaganje predloženog dnevnog reda. Ostali članovi Savetodavnog odbora imaju pravo

15.1 For the purpose of auditing the performance under the present Agreement (including any Special Agreement to be concluded in addition to this Agreement), an Advisory Board will be established. This Advisory Board shall consist of four members with equal voting rights, two members for Kikinda and two for .A.S.A. This Advisory Board will hold board meetings at JV's registered office at least on a half year basis. Board meetings may be summoned by two members of the Advisory Board collectively in writing, subject to a notice period of 14 days and the attachment of the proposed agenda. The other members of the

predlaganja dodatnih stavki dnevnog reda do sedam dana pre dana održavanja sednice.

Advisory Board are entitled to nominate further items on the agenda up until seven days before the meeting.

15.2 Članovi Savetodavnog odbora imaju pravo da za sebe imenuju zastupnike, pod uslovom da ti zastupnici dostave pismeno punomoćje. Direktori ZU se ne mogu kvalifikovati za članove Savetodavnog odbora; ta lica takođe nisu ovlašćena za zastupanje članova Savetodavnog odbora na sednicama odbora.

15.2 Members of the Advisory Board are entitled to name representatives on their behalf, provided these representatives present a written power of attorney. Directors of JV do not qualify as members of the Advisory Board; these persons are also not authorized to represent members of the Advisory Board in its meetings.

Odeljak XVI **Druge obaveze**


Section XVI **Other Obligations**

16.1 U slučaju da zaključenje ovog Ugovora podleže plaćanju poreza i taksi, Partneri će podeliti takve troškove na jednake delove. Međutim, svaki Partner će snositi svoje sopstvene troškove za pravne ili druge savetnike. Uprkos bilo kojim suprotnim imperativnim zakonskim odredbama, troškove osnivanja ZU, snosiće ZU.

16.1 In case the conclusion of the present Agreement is subject to taxes or charges, the Partners shall assume such costs at equal shares. However, each Partner shall bear its individual costs for Legal or other Counsel itself. Notwithstanding any mandatory provisions of law to the contrary, costs for incorporation of JV will be born by JV.

16.2 Ukoliko bilo koje odredbe ovog Ugovora budu ili postanu u celosti ili delimično nevažeće ili neopravosnažive, one se neće primenjivati. To neće uticati na važnost ili pravosnažnost ostalih odredbi. U tom slučaju će te nevažeće ili neopravosnažive odredbe biti automatski


16.2 Should any provisions of the present Agreement be or become wholly or partly invalid or unenforceable, they will not be applied. This will not affect the validity or enforceability of their remaining provisions. In this event, the invalid or unenforceable provisions will be automatically


zamenjene odredbama koje najbolje odražavaju sadržinu i svrhu nevažećih ili neopravosnaživih odredbi i nameru Partnera.

16.3 Partneri prihvataju da, zbog važećih zakona i propisa, neke odredbe, zahtevi i obaveze sadržani u ovom Ugovoru mogu trenutno da budu neopravosnaživi. Partneri se s toga obavezuju da potpišu takve odredbe, da ispune takve zahteve i da preuzmu takve obaveze, čim to bude dozvoljeno na osnovu budućih promena takvih zakona i propisa.

16.4 Kikinda je svesna da A.S.A. pokušava da se obezbedi od rizika sadržanih u ovom Ugovoru tako što se obraća nekoj austrijskoj ili evropskoj instituciji koja nudi garancije protiv političkih i privrednih rizika u poslovima izvoza, trgovine preko granice ili investicija preko granice (kao što je Austrijska izvozno-kreditna agencija). U slučaju ta takva garancija zahteva specifične podatke ili podršku od strane Kikinde, Kikinda će dostaviti ili omogućiti dostupnost takvih podataka ili podrške bez odlaganja.

16.5 Kikinda potvrđuje da deponija u pitanju (prikazana u Prilogu /14) može biti izgrađena i poslovati na lokaciji u pitanju u skladu sa svim primenjivim zakonima te da su izdata sva


replaced by provisions which best reflect the contents and purpose of the invalid or unenforceable provisions and the Partners' intention.

16.3 The Partners accept that subject to the applicable laws and regulations some of the provisions, claims and obligations contained in this Agreement may currently not be enforceable. The Partners therefore commit themselves to execute such provisions and to fulfil such claims and to assume such obligations immediately, once this is permitted by future changes to the applicable laws and regulations.

16.4 Kikinda is well aware that A.S.A. is trying to secure the risks inherent in the present Agreement by means of recourse to an Austrian or European institution offering guarantees against political and commercial risks of export business, cross border trade or cross border investments (such as the Austrian Export Credit Agency). In case such guarantee requires specific information or support by Kikinda, Kikinda will provide or arrange the availability of such information or support without delay.

16.5 Kikinda confirms that the landfill at issue (as shown in Annex /14) may be built and operated on the premises at issue under all applicable laws and that all necessary approvals and permits are

potrebna odobrenja i dozvole. Kikinda će obešteti i zaštititi od krivice .A.S.A. i/ili ZU u pogledu svih zakonitih potraživanja i troškova nastalih usled kontaminacije lokacije na kojoj se deponija u pitanju nalazi, a do koje je došlo pre puštanja deponije u rad, svih potraživanja nastalih usled restitucije vlasništva nad nepokretnostima, svih ostalih potraživanja sadašnjih ili budućih vlasnika lokacije u pitanju i svih posledica nastalih usled neodgovarajućih dozvola ili odobrenja (uključujući i građevinsku dozvolu, dozvole u skladu sa zakonom o zaštiti životne sredine (uključujući i procenu uticaja na životnu sredinu), neodgovarajuće namene zemljišta i objekata itd.).

issued. Kikinda will indemnify and hold harmless .A.S.A. and/or JV in respect of all legal claims and costs resulting from contamination of the premises where the landfill at issue is situated, which is caused prior to the operative launch of the landfill, all claims resulting from restitution of ownership/property, all other claims from current or future owners of the premises at issue and all consequences resulting from inappropriate permits or approvals (including building permit, permits due to environmental law [including Environmental Impact Assessment], inappropriate purpose of the land and premises etc.)

16.6 Bilo kakve izmene ili dopune ovog Ugovora (uključujući ovu kaluzulu koja nameće ovaj formalni zahtev) moraju biti u pisanoj formi.

16.6 Any amendments of or additions to the present Agreement (including the present clause imposing this formal requirement) must occur in writing.

16.7 Svi Prilozi i Aneksi uz ovaj Ugovor predstavljaju njegov sastavni deo. Bilo koji odeljci, naslovi i pod-naslovi upotrebljeni u ovom Ugovoru služe samo u svrhu jasne organizacije ugovora, i ni na koji način ne ograničavaju značenje odredbi ovog Ugovora.

16.7 All Annexes to this Agreement are in integral part of this Agreement. Any sections, titles and subtitles used in the present agreement only serve for the purpose of clear arrangement, and do not in any way restrict the meaning of the provisions of this Agreement.

16.8 Strane su obavezne da čuvaju ovaj Ugovor i sve Posebne ugovore koji se odnose na ovaj Ugovor strogo poverljivim, i ne smeju ih učiniti

16.8 The Parties are obliged to keep this Agreement and all Special Agreements referring to this Agreement strictly confidential and may not

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dostupnim trećoj strani (što se ne odnosi na povezanu preduzeća Strane) bez prethodne pismene saglasnosti drugih Strana.

disclose any of these Agreements to a third party (not comprising companies affiliated to a Party) without prior written consent of the other Parties.

16.9 Ovaj Ugovor je sastavljen dvojezično (na engleskom i srpskom jeziku) u 2 istovetna primerka, od kojih će Kikinda i .A.S.A. International dobiti po jedan. U slučaju neslaganja, merodavna je srpska verzija.

16.9 This Agreement is issued bilingually (English and Serbian language) in 2 equal copies, whereas Kikinda and .A.S.A. International shall receive 1 copy, respectively. In case of conflicting terms, the Serbian version shall prevail.

Kikinda, 09. mart 2007

Kikinda, March 9th, 2007

.A.S.A. International Environmental
Services GmbH
Kikinda, 09. mart 2007
Predsednik Opštine Kikinda

Predsednik Opštine Kikinda

.A.S.A. International Environmental
Services GmbH
Kikinda, 09. mart 2007
The Mayor of Kikinda

The Mayor of Kikinda