

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

(u daljem tekstu: "Ugovor")

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

(in the following "the Agreement")

Ovaj Ugovor zaključen je između

1.
VRBAK d.o.o. (u daljem tekstu: "VRBAK
doo"), kojeg predstavlja VD direktora Jovica
Knežević

i strateškog partnera

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

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

Preambula

1. Na osnovu Javnog poziva od dana
07.09.2006. godine, ponude koju je dao .A.S.A.
(u daljem tekstu: "Ponuda") dana 22.09.2006.
godine i odluke Skupštine privrednog društva
„VRBAK“ Lapovo od 09.11.2006. godine,
Partneri sada zaključuju ovaj **Ugovor na
period od 25 godina**. Ovaj Ugovor zaključuje
se za potrebe komunalnih delatnosti, odnosno
**sakupljanje, prevoz, tretiranje i odlaganje
komunalnog otpada, uključujući i rad
deponije i centra za tretiranje otpada koji se
nalaze na teritoriji KO Lapovo**, i potvrđen je
odlukom Skupštine društva VRBAK od dana
09.11.2006. godine.

VD direktora Vrbak doo je u skladu sa
osnivačkim aktom takođe ovlašćen za
zaključivanje svih potrebnih ugovora a naročito
nekoliko Posebnih ugovora navedenih u ovom
Ugovoru o poveravanju komunalnih delatnosti
sa .A.S.A.

This Agreement is entered into by

1.
The VRBAK d.o.o. (in the following "VRBAK
doo"), represented by the Acting director
Jovica Knežević

and its Strategic Partner

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

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

Preamble

1. Based on the Public announcement dating from
September 7th, 2006, the offer submitted by
.A.S.A. (in the following "the Offer") on 22.09.2006,
and the decision by the Skupština Privrednog
Društva "VRBAK" Lapovo on Nov. 09th, 2006, 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 and WMC
located within the municipal area (cadastre) of
Lapovo**, and has been confirmed by decision of
VRBAK's General Assembly on 09.11. 2006.

Acting director of Vrbak doo is also 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.. in accordance with the Constitutive
act of Vrbak doo.

Obe kompanije – ".A.S.A. Lapovo doo" i ".A.S.A. Vrbak doo" biće registrovane u Lapovu, gde će se nalaziti i njihovo sedište.

U skladu sa tenderskom dokumentacijom Partneri su pristupili pregovorima u saglasile se u sledećem:

I.

Strateškom partneru se dodeljuje obavljanje sledećih komunalnih delatnosti:

- 1) Sakupljanje, prevoz i odlaganje otpada na regionalnu deponiju za čvrst komunalni otpad na teritoriji VRBAK doo od strane Zajedničkog ulaganja
- 2) Selekcija i plasman sekundarnih sirovina od strane Strateškog partnera
- 3) Izgradnja regionalne deponije i centra za tretiranje otpada od strane Strateškog partnera u vidu 100% uloga strateškog partnera
- 4) Upravljanje regionalnom deponijom i centrom za tretiranje otpada od strane Strateškog partnera u vidu 100% uloga strateškog partnera
- 5) Za sprovođenje zadataka iz tacaka 2, 3 i 4 .A.S.A. će osnovati ćerku kompaniju sa nazivom ".A.S.A. Lapovo d.o.o." sa sedištem u Lapovu

II.

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. VRBAK d.o.o."** (u daljem tekstu: "zajedničko ulaganje" ili "ZU"). Raspodela akcija u ovom Ugovoru o zajedničkom ulaganju u vreme osnivanja biće u skladu sa dole navedenim:

1.2 Početni period (osnovni kapital):

51% - **.A.S.A.** (pri čemu ovaj udeo može biti podeljen između A.S.A. International i A.S.A. EKO d.o.o.), osnovni kapital EUR 625.-

49% - **VRBAK doo** (komunalno preduzeće opština Lapovo, Svilajnac, Despotovac, Velika Plana, Rača, Batočina) koje je 100% u vlasništvu navedenih opština, osnovni kapital EUR 600.-

Finalni stadijum:

70% - **.A.S.A.** (pri čemu ovaj udeo može biti

Both companies – ".A.S.A. Lapovo doo" and ".A.S.A. Vrbak doo" will be registered in Lapovo, with the headquarters in this town.

In accordance with the Tender Document the Partners performed negotiations and agreed on the following:

I.

The Strategic Partner is awarded to perform the following communal activities:

- 1.) Collection, transport and disposal of waste to the regional landfill for Municipal Solid Waste (MSW) in VRBAK region by Joint Venture.
- 2.) Selection and placement of secondary raw materials by himself.
- 3.) Construction of the regional landfill and the Waste Management Centre (WMC) by himself like 100% strategic partner's investment
- 4.) Management of the regional landfill and WMC by himself - as 100% strategic partner's investment
- 5.) For implementing the tasks nr. 2, 3 and 4 .A.S.A. will found a daughter company with the name .A.S.A. Lapovo d.o.o. with its headquarters in Lapovo.

II.

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. VRBAK d.o.o."** (in the following "Joint Venture" or "JV"). The distribution of shares in this Joint Venture Agreement in the time of establishment shall be as set out below:

1.2 Starting time (initial capital):

51% - **.A.S.A.** (whereas this share may be divided between .A.S.A. International and .A.S.A. EKO d.o.o.), initial capital 625.-

49% - **VRBAK d.o.o.** (a communal undertaking of Municipalities of Lapovo, Svilajnac, Despotovac, Velika Plana, Rača, Batočina), which is 100% owned by the named Municipalities, initial capital 600.-

Final stage:

70% - **.A.S.A.** (whereas this share may be divided

podeljen između A.S.A. International i A.S.A. EKO d.o.o.)

30% - VRBAK doo (komunalno preduzeće opština Lapovo, Svilajnac, Despotovac, Velika Plana, Rača, Batočina) koje je 100% u vlasništvu navedenih opština.

Udeo privrednog društva VRBAK doo neće ni u koje vreme biti manju od 30%.

Udeo .A.S.A. neće ni u koje vreme biti manji od 51%.

Ukoliko bude potrebno da se poveća kapital ZU-a, a VRBAK doo odbije da izvrši takvo povećanje, .A.S.A. je sloboda da odluči kako će staviti dodatni kapital ZU na raspolaganje, npr. kao zajam osnivača po razumnoj kamatnoj stopi, itd.

Početni registrovani akcijski kapital će biti **EUR 1.225,00**, a kapital će se uvećati do **EUR 500.000** u roku od tri meseca od ratifikovanja ovog ugovora i finalni registrovani akcijski kapital u okviru 1. faze zajedničkog projekta (do kraja 2008. godine) neće preći EUR 1.000.000 miliona.

1.2 Predlog pravne strukture strateškog partnerstva opisan je u organizacionoj šemi "Pravna struktura projekta ASA VRBAK doo" datoj u vidu **Priloga br.2**.

1.3 VRBAK će uneti ulog u stvarima.

1.4. .A.S.A. će svoj ulog uplatiti u maksimalnom iznosu od 500.000.- u novcu u toku prvog stadijuma projekta. Uplata se ima izvršiti blagovremeno da bi se omogućila nabavka sledećih sredstava u razumnom roku nakon osnivanja ZU, radi pružanja dodeljenih usluga sakupljanja radi obezbeđivanja sistema sakupljanja visokog kvaliteta u tom regionu.

1.5 VRBAK doo 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).

1.6. Partneri su saglasni da će potreban broj zaposlenih odabranih od strane ZU i kvalifikovanih (za usluge koje će ZU pružati) biti zaposleno od strane ZU od trenutka osnivanja istog. Ti bivši zaposleni JKP (koja ulaze u

between .A.S.A. International and .A.S.A. EKO d.o.o.)

30% - VRBAK d.o.o. (a communal undertaking of Municipalities of Lapovo, Svilajnac, Despotovac, Velika Plana, Rača, Batočina), which is 100% owned by the named Municipalities.

The share of VRBAK will at no time be less than 30%.

The share of .A.S.A. will at no time be less than 51%.

If an increase of JV's capital is necessary and VRBAK refuses to grant an additional contribution, .A.S.A. is free to decide how to place additional capital at JV's disposal, e.g. as shareholders loan at reasonable interest etc.

The initial registered share capital will be **1.225,-** the capital will raise up to **500.000,-** within 3 months after ratification of this contract and the final registered share capital within 1st phase of common project (till end 2008) will not exceed 1.000.000,- Mio.

1.2 A Proposal for the legal structure of the strategic partnership is described in the organization chart "Legal Structure Project ASA VRBAK doo" attached as **Prilog No.2**.

1.3. VRBAK will pay in a contribution in kind.

1.4. .A.S.A. will pay in its contribution at a maximum amount of 500.000.- in cash in the 1st stage of project. The payment must be effectuated in sufficient time to allow for procurement of the following assets within reasonable time after the foundation of JV, to provide the assigned collecting services in order to secure a high-quality collection system in that region.

1.5 VRBAK has the right to nominate and also revoke the nomination of the deputy general manager 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*).

1.6 The Partners agree that needful number of employees selected by JV and qualified for the service to be provided by JV will be employed by JV from the moment of JV's foundation. Those former JKP's (entering in Vrbak) employees shall

Vrbak doo) ostaće u radnom odnosu u ZU na neodređeno vreme, pod uslovom da svoje poslove obavljaju valjano i da du spremni da prihvate prilagođavanje svojih zadataka uslugama koje će ZU pružati. U slučaju prestanka radnog odnosa nekog od zaposlenih, iz bilokog razloga, ZU će vršiti prijem novih radnika u skladu sa Zakonom i statutom ZU. pritom, prednost će se davati licima zaposlenim u JKP sa područja regiona Vrbak doo.

ZU se obavezuje da u skladu sa ponudom A.S.A. International na javnom pozivu zaposli 158 novih radnika, u skladu sa razvojem projekta.

II.

2.1 VRBAK doo koji je u prošlosti ulagao u zemljište i merenja i ispitivanja (geodetsko, geološko, hidro-geološko), kontrolu životne sredine (bušotine) i dokumenta (studije...) a takođe su kupili i nepokretnost potrebnu za tu svrhu. VRBAK doo je spreman da ustupi pravo korišćenja takvih povezanih dokumenata .A.S.A. za svrhu: Izgradnja i rad deponije i centra za tretiranje otpada Lapovo.

2.2 Partneri će preuzeti finansiranje projekta na sledeći način:

- ZU će finansirati sva potrebna ulaganja u vezi sa sakupljanjem, odvojenim sakupljanjem, prevozom čvrstog komunalnog otpada is 6 opština regiona koji pokriva VRBAK doo.

- .A.S.A. će razviti i finansirati sledeća ulaganja: izgradnja deponije i centra za tretiranje otpada na teritoriji KO Lapovo. ASA će snositi sva dodatna ulaganja potrebna za izgradnju i rad deponije i centra za tretiranje otpada Lapovo.

2.3..A.S.A. (ZU) će dobiti pravo na korišćenje:

- zemljišta (parcele poput grafičkog **Priloga br.1**) za potrebe izgradnje i rada deponije i centra za tretiranje otpada, u vidu ekskluzivnog prava,

- povezanih objekata/infrastrukture (puteva, cevovoda, priključaka za energente i električnu energiju, vodovod...) povezanih zajedno na zemljištu na kojem će se nalaziti deponija i povezani objekti i infrastruktura.

Za ceo rok trajanja ovog Ugovora, ali u svakom slučaju za minimalni period od 25 godina.

Opština Lapovo je odgovorna za promenu

remain in employment with JV for an undefined period, provided they fulfil their tasks properly and are prepared to accept an adjustment of their tasks to the services performed by JV. JV has the right to replace single chosen (former JKP) employees by other JKP-employees.

In case of termination of labour relations with some employees because of any reason, JV will employ new workers in accordance with the law and Statute of JV. In that case, employees from JKP of Vrbak region shall be preferentially chosen. .A.S.A. is obliged to employ 158 new workers in accordance with the offer for the Public announcement and the development of the project

II.

2.1 In the past, VRBAK invested in land, surveys (geodetical, geological, hydro-geological), monitoring of environment (boreholes), and documents (studies...) and has also purchased the real estate required for this purpose. VRBAK is ready to render the right for use of such related documents to .A.S.A. for purpose: Building and operation of Landfill and WMC Lapovo.

2.2 Partners assume the financing of the project as follows:

- JV will finance all necessary investments connected with collecting, separated collecting, transport of MSW from 6 Municipalities of VRBAK region.

- .A.S.A. will develop and finance the investments: construction of the landfill and WMC at the cadastral area Lapovo. ASA shall bear any additional investments required for the purpose Building and operation of landfill and WMC Lapovo.

2.3 .A.S.A. shall be granted the right to use:

- the land (plots like graphical **Prilog No.1**) for purpose of building and operation of landfill and WMC, like exclusive right,

- the related buildings / infrastructure (roads, pipelines, energy/electricity connections, water sources ...) connected together with land on which landfill and related buildings and infrastructure will be located,

For the full duration of the present Agreement, but in any case for a minimum period of 25 years.

The municipality Lapovo will bear the responsibility for change of dedication of land acc. to Prilog 2

namene zemljišta u Prilogu 2 iz poljoprivrednog u industrijsko, kao i za troškove povezani sa navedenom promenom namene.

III.

3.1 Zemljište: Opština Lapovo će obezbediti zemljište potrebno za izgradnju, rad, eksploataciju, ponovno ozelenjavanje ili naknadno uređenje regionalne sanitarne deponije kao i za izgradnju i rad centra za tretiranje otpada. Lokacija i veličina zemljišta navedeni su u Prilogu br.1 ovog ugovora.

3.2 Opština Lapovo će (u skladu sa **Prilogom br. 1**) postati (nakon kupovine istog) i ostati vlasnik ovog zemljišta. Opština Lapovo će zemljište izdati u zakup isključivo društvu .A.S.A. u skladu sa uslovima posebnog ugovora koji će biti ugovoren i potpisan zasebno od ovog ugovora.

.A.S.A. će postati (nakon izgradnje istih u ime i za račun .A.S.A.) vlasnik svih nepokretnih objekata (zgrada i infrastruktura, deponije uključujući i otpad odložen na deponiju) koji se nalaze na lokaciji u skladu sa **Prilogom br. 1**, tokom trajanja ovog ugovora. Nakon raskida ovog ugovora celokupna nepokretna imovina .A.S.A. biće preneti (preuzeta) na **Opštinu Lapovo** za simboličnu cenu od 1,-

3.3 .A.S.A. će rukovoditi radom nove deponije tokom celokupnog trajanja ovog ugovora. .A.S.A. će rukovoditi radom centra za tretiranje otpada, koji rad će uključivati tretiranje (reciklažu, sortiranje, selekciju, skladištenje i odlaganje) čvrstog komunalnog otpada kao i trgovinu čvrstim komunalnim otpadom i industrijskim otpadom. Nakon raskida ovog ugovora **Opština Lapovo** će postati novi vlasnik svih objekata (kao i prava i obaveza) koji se nalaze na ovoj lokaciji (uključujući i otpad odložen na deponiji) i preuzeće punu odgovornost za nastavak izgradnje, rada, ponovnog ozelenjavanja i naknadnog uređenja deponije.

3.4 VRBAK doo pristaje da podrži aktivnost(i) .A.S.A. u smislu pribavljanja svih potrebnih odobrenja, ovlašćenja i ostalih dokumenata potrebnih za izgradnju i rad deponije i centra za tretiranje otpad Lapovo.

3.5 Cena odlaganja **čvrstog komunalnog**

from agricultural to industrial, as well as costs connected with such change.

III.

3.1 Land: Lapovo municipality will secure the land necessary for building, operation, exploitation, recultivation and aftercare of regional sanitary landfill as well as building and operation of waste management centre (WMC) for treatment of waste. The location and size of land is like Prilog No.1 of this contract.

3.2 The owner of this land (like **Prilog No.1**) will become (after buying it) and will stay Municipality of Lapovo. The Municipality of Lapovo will rent the land exclusively to .A.S.A. under conditions of special contract should be negotiated and signed separately to this contract.

.A.S.A. will become (after building it in name and in favor of .A.S.A.) proprietor of all immovable facilities (buildings and infrastructure, landfill including waste disposed into landfill body) located at the area like **Prilog No.1**, for the time of duration of this contract. After termination of this contract the whole immovable property of .A.S.A. will be transferred (taken over) to **Municipality of Lapovo** for symbolic price of 1,-.

3.3 .A.S.A. will operate the new Landfill for the full term of the present Agreement. .A.S.A. will operate the WMC which shall comprise the treatment (recycling, sorting, selection, storage and disposal) of MSW and like MSW trade and industry waste. After termination of this contract the **Municipality of Lapovo** will become the new owner of all facilities (as well as rights and obligations) located at this Area (including waste disposed into landfill body) and will take over the full responsibility for continuation of properly building, operation, recultivation, maintenance and aftercare of landfill.

3.4 VRBAK promises to support the activities of .A.S.A. to gain all necessary approvals, authorizations and other document needed to be able to build and operate the Landfill and WMC Lapovo.

3.5 The price to be invoiced to 6 Municipalities for

otpada iz domaćinstava iz 6 opština iznosiće **15,90** po toni u dinarskoj protivvrednosti po srednjem kursu NBS na dan podnošenja ponude .A.S.A. International (81,75din/1 EUR), plus porezi i takse. Utvrđeni dinarski iznos utvrđivaće se kvartalno sa indeksom rasta cena na malo.

Cena ne uključuje trošak ponovnog ozelenjavanja i naknadnog uređenja (zbog tenderskih uslova). Ovaj uslov se u bliskoj budućnosti može promeniti odlukom Skupštine .A.S.A. VRBAK doo; očekivani porast cene za odlaganje otpada bio bi 2,-/tona otpada.

3.6 .A.S.A. će plaćati **opštini Lapovo** iznos od **1,00** po toni otpada odloženog na deponiju, za odobrenje da se deponija gradi na njenoj teritoriji . Opština će prihod koristiti prvenstveno za osnivanje fonda za ponovno ozelenjavanje životne sredine. U slučaju da cena za ponovno ozelenjavanje bude uključena u finalnu cenu za odlaganje otpada na deponiju, opština Lapovo ima pravo slobodnog odlučivanja o načinu korišćenja tog prihoda.

IV.

4.1 ZU će preuzeti sakupljanje komunalnog otpada sa teritorije koju pokriva VRBAK doo od dana puštanja deponije u rad.

U slučaju da ZU započne sa poslovanjem pre otvaranja (puštanja u rad) nove deponije Lapovo, ZU će obezbediti odgovarajuće mesto (postojeću deponiju) ili neko drugo rešenje (deponiju Jovanovac) za odlaganje otpada koji ZU sakupi.

U tu svrhu ZU će ustanoviti i rukovati radom odgovarajućeg sistema sa sakupljanje i transport otpada, što takođe uključuje i ustanovljavanje odgovarajućeg broja stanica za transfer. ZU garantuje da će svoje usluge iz oblasti sakupljanja otpada pružati na trajnoj osnovi, kao i da će po potrebi obnoviti svoju opremu za te potrebe (uključujući i kontejnere za sakupljanje).

U skladu sa tačkom 3.7 ZU takođe ima pravo sakupljanja otpada sa teritorija drugih opština u skladu sa gore navedenim odredbama.

4.2 Cena sakupljanja otpada mora biti **0,69 po osobi mesečno**, plus porezi i takse. Za socijalno ugrožena lica, primenjivaće se smanjena cena od **0,52 po osobi mesečno**,

disposal of MSW on the landfill will be **15,90** per ton, corresponding to the middle rate of the National Bank of Serbia on the day of submission of the offer of .A.S.A. International (81,75din/1 EUR) plus charges and taxes.

The Dinar value will be revaluated each quarter according to the index of retail prices.

This price doesn't include the recultivation and aftercare fee (because of Tender – conditions). This condition can be changed in the near future by decision of general meeting of .A.S.A. VRBAK doo, the expected rise of price for landfilling would be 2,-/ton of waste.

3.6 .A.S.A. shall **pay to Municipality of Lapovo** the amount of **1,00** per ton of waste disposed on the landfill and disposal fee being paid for its approval to erect the WMC. The municipality will use the income for building of environmental recultivation fund preferentially. In case the recultivation fee would be included into final price for landfilling of waste, the Lapovo municipality is free for decisions about using of this fee.

IV.

4.1 JV shall assume the collection of communal waste in the municipal area of VRBAK region as of the operative launch of the landfill.

In case the JV operation starts their operation sooner than the new landfill in Lapovo will be opened (operated), the JV will secure the suitable place (existing landfill), or other different solution (landfill Jovanovac capacity) for disposal of waste collected by JV.

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) if so required.

According to the par. 3.7 JV is also entitled to collect waste from the areas of other municipalities subject to the above provisions.

4.2 The fee for waste collection shall amount to **0,69 per person and month**, plus taxes and charges. For socially disadvantaged persons, a reduced fee of **0,52 per person and month**, plus

plus porezi i takse. O kriterijumima za primenu ove smanjene cene moraju se dogovoriti opštine iz regiona VRBAK doo 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 koji nije veći od 5% od ukupnog broja lica obuhvaćenih ovom uslugom..

Ove cene će biti izražene u dinarskoj protivvrednosti po srednjem kursu NBS na dan podnošenja ponude .A.S.A. International (81,75din/1 EUR), plus porezi i takse. Utvrđeni dinarski iznos utvrđivaće se kvartalno sa indeksom rasta cena na malo.

4.3 Cene komunalnog otpada za pravne subjekte iznosiće 0.10 /m², u dinarskoj protivvrednosti po srednjem kursu NBS na dan podnošenja ponude .A.S.A. International (81,75din/1 EUR), plus porezi i takse. Utvrđeni dinarski iznos utvrđivaće se kvartalno sa indeksom rasta cena na malo.

V.

Sva neto dobit od obrade otpada i prodaje sekundarnih sirovina biće raspodeljena između VRBAK doo i .A.S.A. u razmeri 1:1.

VI.

6.1 VRBAK doo garantuje .A.S.A. ekskluzivno pravo rukovođenja radom deponije i centra za tretiranje otpada, i garantuju ZU ekskluzivno pravo sakupljanja čvrstog komunalnog otpada tokom trajanja ovog ugovora, i neće učestvovati u radu niti podržavati rad konkurentskih projekata /preduzeća.

6.2 VRBAK doo i 6 opština iz regiona VRBAK doo će, uz konsultacije sa ZU, usvojiti potrebne propise, direktive ili uredbe da bi se na teritoriji opština u regionu VRBAK doo uspostavio sistem upravljanja otpadom, čime će se obezbediti sistem upravljanja otpadom koji sadrži odredbe vezane za sortiranje otpada i odlaganje građevinskog otpada, zemlje, otpad od iskopavanja kao i otpad sa puteva i zelenih površina.

VII.

7.1 Partneri moraju da postignu dogovor po pitanju razumnih uzroka, uslova i posledica

taxes and charges shall apply. The criteria for the applicability of this reduced fee must be agreed on an *ex ante* basis between VRBAK region Municipalities and JV. For this purpose, account shall be taken of the fact that this reduced fee shall only apply to a maximum number of persons which will not exceed 5% of people from amount of people covered by this service in total.

These prices shall be revaluated corresponding to the middle rate of the National Bank of Serbia on the day of submission of the offer of .A.S.A. International (81,75din/1 EUR) plus charges and taxes. The Dinar value will be revaluated each quarter according to the index of retail prices.

4.3 Prices of communal waste for juridical persons will be 0.10 /m² corresponding to the middle rate of the National Bank of Serbia on the day of submission of the offer of .A.S.A. International (81,75din/1 EUR) plus charges and taxes. The Dinar value will be revaluated each quarter according to the index of retail prices.

V.

Net profits gained by processing the waste and selling of secondary raw materials will be shared on a 1:1 basis between VRBAK and .A.S.A.

VI.

6.1 VRBAK grants to .A.S.A. exclusive right of operating a landfill and WMC; and grants to the JV exclusive right for collecting of MSW for the duration of this Agreement and will refrain from engaging in or supporting competing projects/undertakings.

6.2 VRBAK and 6 Municipalities of VRBAK region will, in consultation with JV, adopt or issue necessary regulations, directives or decrees in order to impose a waste management system mandatory for the municipal area of VRBAK region, thereby providing for a waste management system including provisions concerning waste separation and disposal of construction waste, soil, ground excavation as well as road waste and green waste.

VII.

7.1 The Partners have to agree on reasonable causes, conditions and consequences for early termination in a separate agreement which

raskida pre roka u posebnom ugovoru koji će postati sastavni deo ovog Ugovora.

VIII.

8.1 Na ovaj ugovor primenjivaće se važeći zakoni Republike Srbije.

8.2 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.

8.3 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, uključujući i odluku o troškovima i obrazloženju za donetu presudu.

8.4 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.

IX.

9.1 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 osam članova sa jednakim pravom glasa, šest članova za VRBAK doo i dva za .A.S.A.. 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.

9.2 Uz ovaj Ugovor, Partneri će zaključiti i dodatne Posebne ugovore kojima se regulišu pojedini aspekti partnerstva, kao što su

will/would become an integral part of this Agreement.

VIII.

8.1 This agreement shall be governed by the law of Serbia.

8.2 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.

8.3 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, including decision on costs and reasons for the judgment.

8.4 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.

IX.

9.1 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 eight members with equal voting rights, six members for VRBAK and two for .A.S.A.. 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

9.2 In addition to the present Agreement, the Partners shall conclude further Special Agreements to regulate individual aspects of the partnership, such as the incorporation of the Joint


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


9.3 Svi ugovori koji su potrebni za osnivanje ZU i vršenje dodeljenih usluga moraju biti potpisani u roku od 60 dana od dana potpisivanja ovog Ugovora.

9.4 Ovaj ugovor podleže međusobnom dogovoru Strana u vezi sa pravnom strukturom odobravanja ekskluzivnog prava korišćenja i/ili posedovanja deponije i povezanih objekata / infrastrukture zajedno sa zemljištem na kojem se nalazi deponija i povezani objekti / infrastruktura, i prethodnom odobrenju nadzornog odbora .A.S.A.

9.5 U slučaju spora u vezi sa interpretacijom ovog Ugovora, prevladajuća će biti srpska verzija Ugovora.

Lapovo, 31 .01.2007


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.A.S.A. International
Environmental Services GmbH


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Acting director of VRBAK d.o.o.

Prilog br.1 – zemljište za izgradnju i korišćenje deponije i WMC od strane .A.S.A. Lapovo d.o.o

Prilog br.1.a – tehnicko rešenju
Prilog br.2 – pravni okvir
Prilog br.3 – Operativni ugovori
Prilog br.4 – menadžment .A.S.A. VRBAK d.o.o

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.


9.3 All agreements necessary to incorporate the JV Company and perform the assigned services shall be signed within 60 days from the day of signing this Agreement.

9.4 This Agreement is subject to mutual agreement between the Parties on the legal structure of how to grant the exclusive right to use and/or own the landfill and the related buildings/infrastructure together with land on which landfill and related buildings/infrastructure, and to prior approval of .A.S.A.'s supervisory board.

9.5 In the case of dispute concerning the interpretation of this Contract, Serbian version of the Contract shall prevail.

Lapovo, 31.01.2007


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.A.S.A. International
Environmental Services GmbH


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Acting director of VRBAK d.o.o.

Prilog br.1 – plots of land for purpose of building and operation of landfill and WMC by .A.S.A. Lapovo d.o.o.

Prilog 1.a – Technical
Prilog br.2 – legal tree solution
Prilog br.3 – operational contracts
Prilog br.4 – management of ASA VRBAK d.o.o