

ОПШТИНА ЛАПОВО  
Број 352-1/08-11  
19.03.2008 год.

## UGOVOR O SAKUPLJANJU OTPADA

Zaključen u Lapovu dana 18.03.2008. godine između

**Opštine Lapovo**, koju predstavlja Predsednik Opštine Dragan Zlatković, (u daljem tekstu „Klijent”),

i

**Privrednog društva .A.S.A. VRBAK d.o.o.** iz Lapova, Ratnika Solunskog Fronta bb, upisano u Registar privrednih subjekata koji se vodi pri Agenciji za privredne registre Republike Srbije pod matičnim brojem 20338369, PIB 105259855, koje zastupa Direktor gospodin Alexander Nálepka i prokurista Karel Procházka (u daljem tekstu „Operater”).

Klijenti i Operater u daljem tekstu zajednički će se označavati sa „Ugovorne strane“ ili pojedinačno „Ugovorna strana“.

### *Preambula*

POŠTO JE dana 31.01.2007. godine zaključen Ugovor o poveravanju komunalnih delatnosti strateškom partneru na period od 25 godina između VRBAK d.o.o. (koga predstavljaju opštine Batočina, Despotovac, Lapovo, Rača i Velika Plana) i .A.S.A. International Environmental Services GmbH, Austrija (u daljem tekstu: Ugovor o poveravanju), kojim je VRBAK d.o.o. privrednom društvu .A.S.A. International Environmental Services GmbH poverila obavljanje komunalnih delatnosti preko zajedničkog preduzeća koje će biti osnovano u skladu sa Ugovorom o

## WASTE COLLECTION AGREEMENT

Executed in Lapovo on 18.03.2008. by and between

**The Municipality of Lapovo**, represented by the Mayor of the Municipality of Dragan Zlatković (hereinafter referred to as the “Client”)

and

**The company .A.S.A. VRBAK d.o.o.** from Lapovo, Ratnika Solunskog Fronta bb, inscribed in Company register at Agency for Commercial registers of the Republic of Serbia under register no No 20338369, TID 105259855, represented by the general manager Mr. Alexander Nálepka and procura Karel Procházka (hereinafter referred to as the “Operator”).

The Client and the Operator, hereinafter jointly referred to as the “Parties” to the Agreement, or individually a “Party” to the Agreement.

### *Preamble*

WHEREAS an Agreement on Entrustment of Communal Activities to a Strategic Partner for a period of 25 years was executed on January 31<sup>th</sup>, 2007 between VRBAK d.o.o. (representing municipalities of Batocina, Despotovac, Lapovo, Raca and Velika Plana) and A.S.A. International Environmental Services GmbH (hereinafter: the Entrustment Agreement) by which VRBAK d.o.o. has entrusted to .A.S.A. International Environmental Services GmbH engagement in the communal activities through the joint venture that shall be founded in accordance to the Entrustment

poveravanju.

KAKO je Ugovorom o poveravanju predviđeno da će zajedničko preduzeće sa poslovnim imenom .A.S.A. VRBAK između ostalog, preuzeti i delatnost sakupljanja komunalnog otpada na teritoriji opštine Lapovo.

POŠTO JE dana 3.10.2007 pred Agencijom za privredne registre Republike Srbije registrovano osnivanje zajedničkog preduzeća .A.S.A. VRBAK društvo sa ograničenom odgovornošću.

Ugovorne strane, postupajući u svemu u skladu sa napred navedenim a naročito imajuću u vidu član 1.1. Ugovora o poveravanju zaključuju ovaj:

## **Ugovor o sakupljanju otpada**

### **1. Opšte odredbe**

Na osnovu delatnosti registrovane u Privrednom registru, Operater je ovlašćen za poslovanje u oblasti upravljanja otpadom.

Sakupljanje otpada podrazumeva prikupljanje otpada od trećih lica a od strane pravnog ili fizičkog lica ovlašćenog za poslove u svrhu njegovog isporučivanja na reciklažu ili odlaganje.

Klijent poverava Operatoru obavljanje komunalnih delatnosti u sakupljanju komunalnog otpada.

### **2. Predmet Ugovora**

Agreement.

WHEREAS the Entrustment Agreement stipulates that the joint venture named .A.S.A. VRBAK shall *inter alia* takeover the activity of waste collection to the regional landfill for solid communal waste in Lapovo.

WHEREAS on October 3, 2007 foundation of the joint venture named .A.S.A. VRBAK limited liability company was registered before the Serbian Business Registers' Agency.

Parties to the Agreement, acting in accordance to the abovementioned, and particularly taking into the consideration Article 1.1. of the Entrustment Agreement execute this:

## **Waste Collection Agreement**

### **1. General Provisions**

On the basis of the business activity specification in the Commercial Register, the Operator is authorised for business in the area of waste management.

Waste collection means concentration of waste from third parties by a legal entity or natural person authorised to do business for the purpose of its delivery for further recycling or disposal.

The Client entrusted the Operator with engagement in the communal activities like collection of municipal waste.

### **2. Subject of Agreement**

**2.1.** Predmet ovog Ugovora jeste uređenje, u skladu sa važećom zakonskom regulativom, sakupljanja kućnog i komunalnog otpada koji se kategoriše kao sličan kućnom otpadu, a koji se sakuplja od fizičkih i pravnih lica, privrednih i industrijskih klijenata i drugih institucija, kao i kabastog otpada na teritoriji klijenta od strane Operatera a čije će sakupljanje otpočeti tokom aprila 2008.

### **3. Način obavljanja delatnosti sakupljanja**

**3.1.** U svrhu sakupljanja otpada, Operater će ustanoviti i koristiti odgovarajući sistem za sakupljanje i transport otpada.

**3.2.** Operater 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).

**3.3.** Za domaćinstva koja se nalaze izvan naseljenih mesta kao i za naseljena mesta, moraju se obezbediti kontejneri zapremine koja odgovara učestalosti pražnjenja.

**3.4.** Za otpad od privrednih i industrijskih subjekata i institucija, kontejneri se moraju obezbediti i prazniti od slučaja do slučaja, prema posebno utvrđenoj dinamici.

### **4. Cene**

**4.1.** Cena sakupljanja otpada mora biti € 0,69 po osobi mesečno, plus porezi i

**2.1.** The subject of this Agreement is the lawful collection of household waste and waste that is similar to household waste and is produced by physical and legal entities, entrepreneurs or other institutions and bulky waste which accrues within the municipal area by the Operator, which collection shall commence during the April 2008.

### **3. Manner of the waste collection**

**3.1.** For purpose of the waste collection, the Operator will establish and operate a suitable waste collection and transport system.

**3.2.** The Operator 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.

**3.3.** For households located outside the urban settlements as well as for urban settlements, containers with a volume depended on a reasonable frequency of emptying must be provided.

**3.4.** For waste of legal entities, entrepreneurs or other institutions, containers must be provided and emptied as required on a case-to-case basis.

### **4. Prices**

**4.1.** The fee for household waste collection shall amount to € 0,69 per person

takse.

**4.2.** Za socijalno ugrožena lica, primenjivaće se umanjena cena od € 0,52 po osobi mesečno, plus porezi i takse. 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.

**4.3.** Cene sakupljanja komunalnog otpada za pravna lica, preduzetnike, radnje, privredne i industrijske subjekte i institucije iznosiće 0.10 €/m<sup>2</sup>.

**4.4.** Cena (navedena u stavovima 4.1, 4.2 i 4.3) će biti izražene u dinarskoj protivvrednosti po srednjem kursu NBS na dan podnošenja ponude .A.S.A. International (81,75 Din/1 EUR), plus porezi i takse. Utvrđeni dinarski iznos usklađivaće se kvartalno sa indeksom rasta cena na malo.

**4.5.** Pored toga, Operater ima pravo i obavezu da izvrši korekciju cena u slučaju izmene važećih zakona i propisa, raspoloživosti i primenjivosti novih tehnologija u sektoru tretiranja otpada, novih poreza i taksi ili u slučaju drugih obaveza koje se odnose na Operatera u svojstvu sakupljača otpada, a koje bi povlačile za sobom značajne promene troškova Operatera, pod uslovom da Operater može pokazati da ne može da pokrije svoje troškove naplatom utvrđene cene, pod uslovom da se time ne krše imperativne zakonske odredbe.

**4.6.** Ugovorne strane su saglasne da naknadu navedenu u stavovima 4.1, 4.2 i

and month, plus taxes and charges.

**4.2.** For socially disadvantaged persons, a reduced fee of € 0,52 per person and month, plus taxes and charges shall apply. 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.

**4.3.** The fee for waste collection for of household waste produced by commercial or industrial entities or other institutions will be 0.10 €/m<sup>2</sup>.

**4.4.** These prices (as stipulated in s. 4.1, 4.2 and 4.3) 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 (81,75 Din/1 EUR) plus charges and taxes. The Dinar value will be revaluated each quarter according to the index of retail prices.

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

**4.6.** Parties hereby agree that the fee as stipulated in s. 4.1, 4.2 and 4.3 may be

4.3 ovog Ugovora, Operater može jednostrano izmeniti ukoliko promena (imperativnog) zakona (direktno ili indirektno) uveća troškove usluga koje Operater pruža.

## **5. Način naplate cene i druge odredbe**

**5.1.** Operater će svoje usluge naplaćivati putem (mesečnih/kvartalnih) faktura koje korisnicima usluga direktno izdaje Operater i naplaćuje direktno od korisnika servisa, u koju svrhu će Klijent doneti posebnu Odluku koja će predvideti takav način sakupljanja i naplaćivanja.

**5.2.** Svaka faktura dospeva u roku od 15 dana (za građane) ili 8 dana (za pravna lica, preduzetnike ili druge institucije) od datuma izdavanja iste.

**5.3.** U slučaju kašnjenja sa plaćanjem, obračunavaće se zakonska zatezna kamata.

**5.4.** Klijent se obavezuje da daje podršku Operateru uz ulaganje svojih najboljih napora, (uključujući iscrpljivanje svih pravnih i političkih mogućnosti) da se izvrši plaćanje obaveza za sakupljanje otpada od strane korisnika usluga. Ova obaveza Klijenta takodje sadrži pravo da upotrebe svoju kontrolu nad bilo kojim komunalnim preduzećem pod njenom kontrolom, na način da se pruži sva neophodna podrška takvom komunalnom preduzeću da bi se sproveda gore navedena obaveza plaćanja.

**5.5.** Svaka druga odluka Klijenta kojim se

unilaterally amended by the Operator if a change of (mandatory) law (directly or indirectly) increases costs of the Services to be provided by the Operator.

## **5. Payment Terms and other provisions**

**5.1.** Payments for the Services to be provided by the Operator will be invoiced through (monthly/quarterly) invoices issued directly by the Operator and paid directly by the Users of the services to the Operator. To this end the Client shall render a separate decision that shall provide for such a manner of collection and payments.

**5.2.** Each invoice shall be due within 15 days (for citizens) or 8 days (for legal entities, entrepreneurs or other institutions) from the respective date of issue.

**5.3.** In case of delay in payment, the delayed amount shall be owed as interest by law.

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

**5.5.** Any other decision of the Client – Municipality of Lapovo regulating terms and manner of organizing and performing the

uređuju uslovi i način organizovanja i obavljanja delatnosti održavanja čistoće i održavanja deponija na teritoriji Klijenta, pa samim tim i uslovi i način sakupljanja otpada i naplaćivanja u svemu mora biti u saglasnosti sa odredbama ovog Ugovora i Ugovora o poveravanju.

## **6. Obaveza davanja podataka**

**6.1.** Klijent 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 i industrijskim preduzećima, radnjama, preduzetnicima i drugim pravnim licima i institucijama), koji se moraju mesečno ažurirati.

**6.2.** Radi provere tačnosti i verodostojnosti tih podataka, Operater ima pravo pristupa dostupnim dokumentima Klijenta ili bilo kom drugom komunalnom preduzeću koje kontroliše Klijent (kao što je JKP), a takođe, u pojedinačnim slučajevima, da vrši nasumične inspekcije pojedinačnih domaćinstava ili privrednih subjekata.

**6.3.** Operater će ta prava iz člana 6.1 i 6.2 ovog Ugovora koristiti uzimajući u obzir zaštitu legitimnih interesa tajnosti i poverljivosti odnosnih subjekata podataka. Klijent (ili bilo koje komunalno preduzeće koje kontroliše Klijent, kao što je JKP ili novoosnovano javno preduzeće sa ciljem naplate cene javnih usluga) je u obavezi da preduzme sve tražene mere predostrožnosti za takve inspekcije.

activity of the maintenance of hygiene and landfills in the territory of the Client's, therefore a manner and terms for collecting waste as well payments has to be in accordance to the this agreement and the Entrustment Agreement.

## **6. Obligation to provide data**

**6.1.** The Client 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 of legal entities, entrepreneurs or other institutions). These data must be updated on monthly basis.

**6.2.** In order to verify the accuracy of these data, the Operator is entitled to access the available documents of the Client or any communal undertaking controlled by the Client (such as JKP) and also, in individual cases, to engage in random inspections of individual households or businesses.

**6.3.** The Operator shall be exercises the rights for article 6.1 and 6.2 of this agreement by taking account of the protection of legitimate interests of privacy and confidentiality of the respective data subjects. The Client (or any communal undertaking under the control of the Client, such as JKP 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.

**6.4.** Klijent će doneti posebne odluke koje će obavezati Korisnike da pristupe sistemu (npr. obezbediti Operateru informacije neophodne za popunjavanje formulara (za građane) ili ugovore (za druge), i da će Korisnici zaključiti formular/ugovor sa Operaterom).

## **7. Trajanje ugovora, prevremeni raskid**

**7.1.** Ovaj Ugovor stupa na snagu na dan potpisivanja od strane obe Ugovorne strane i zaključuje se na period od 25 godina. Ugovor istice nakon 25 godina. Svakako, Klijent ima jednostrano pravo da produžiok trajanja Ugovora pismenom deklaracijom poslatom preporučenom poštom, a koja mora biti izdata 12 meseci pre isteka Ugovora (nakon 25 godina), najkasnije. Operater ima pravo odbiti takvo produženje u roku od 4 meseca posle prijema takve deklaracije.

**7.2.** Ovaj Ugovor se može prevremeno raskinuti samo u slučaju obostrane saglasnosti Ugovornih strana ili u slučaju nastupanja nekog od uzroka navedenih u članu 7.3.

**7.3.** Operater ima pravo raskida sa valjanim razlogom ako:

- se pravna ili ekonomska situacija promeni na takav način koji izvršenje usluga čini nemogućim ili znatno otežanim za Operatera;
- Klijent direktno ili indirektno prekršizahtev o ekskluzivnosti naveden u članu 9.2;
- Korisnik kasni sa plaćanjem najmanje 60 dana.

**6.4.** The Client shall render a separate decision that shall oblige the Users to enter the system (i.e. provide the Operator with information necessary for making a form (for citizens) or a contract (for others), and that the Users conclude the form/contract with the Operator).

## **7. Duration, Early Termination**

**7.1.** This Agreement shall enter into force upon the signature of both Parties and shall be concluded for a period of 25 years. Anyway, the Client has the right to unilaterally extend the term of the Agreement by written declaration to be sent by registered mail, which has to be issued 12 months prior to the expiration of the Agreement (after 25 years) at the latest. The Operator has the right to reject such extension within 4 months after receipt of such declaration.

**7.2.** The present Agreement may only be terminated early subject to the Parties' mutual consent or subject to a cause listed in s. 7.3.

**7.3.** The Operator is only entitled to terminate for cause, if

- the legal or economic situation changes in a way that makes the performance of the services impossible or results in a intolerable hardship for the Operator;
- the Client directly or indirectly infringes the exclusivity requirement set out in s. 9.2;
- the User is in delay with the payment for at least 60 days.

Pravo na raskid pre roka mora se sprovesti obaveštavanjem putem preporučenog pisma. Otkazni rok za prevremeni raskid ugovora je 30 dana.

**7.4.** U slučaju da je razlog ranog raskida krivica Klijenta, Operater ima pravo na kaznu u iznosu od € 5.000.

## **8. Prekid ili odlaganje vršenja usluga od strane Operatera**

**8.1.** Operater ima pravo prekida vršenja Usluga (npr. sakupljanja) u bilo koje vreme i bez bilo kakvog obaveštenja unapred u slučaju da se Korisnik ne pridržava uslova plaćanja navedenih u ovom Ugovoru. Taj prekid Klijentune daje nikakvo pravo naknade štete nastale usled prekida aktivnosti od strane Operatera.

**8.2.** Operater neće biti odgovoran za zakašnjenje u ispunjavanju ili za neispunjavanje obaveza po osnovu ovog Ugovora ukoliko su kašnjenje ili neispunjenje uzrokovani vanrednim događanjima ili okolnostima van razumne kontrole Operatera (kao što su prirodne nepogode poput poplava, klizišta, odrona blata ili lavina, ili politički nemiri, ili periodi proglašenog ratnog ili vanrednog stanja opšte opasnosti). Takvo kašnjenje ili neispunjenje ne predstavljaju kršenje ovog Ugovora i vreme za ispunjavanje ugovornih obaveza produžiće se za period vremena jednak trajanju takvog događaja ili okolnosti.

## **9. Saradnja**

The right to early termination must be exercised by means of registered letter. The early termination is subject to 30 day's notice.

**7.4.** In case that the cause for early termination was at the Client's fault, the Operator is entitled to penalty of € 5.000.

## **8. Interruption or Suspension of Service by the Operator**

**8.1.** The Operator is entitled to interrupt its Services (e.g. to collect the waste) at any given time and without any previous notification in case of the Users' failure to comply with the payment terms specified in this Agreement. This interruption to the Client does not constitute any right of the Client or the Users for compensation of damages resulting from the interruption of activity on the part of the Operator.

**8.2.** The Operator shall not be liable for any delay in performing or failure to perform its obligations under the present Agreement if the delay or failure results from inevitable exceptional events or circumstances outside the Operator's reasonable control (such as natural disasters like floods, landslides, mudflows or avalanches strike or political agitation, or periods of officially announced state of war or of emergency). Such delay or failure shall not constitute a breach of the present Agreement and the time for performance shall be extended by a period equivalent to the duration of any such event or circumstance.

## **9. Cooperation**



**9.1.** Klijent eće, direktno ni indirektno putem lica ili poslovanja kontrolisanog od strane Klijentadati bilo kojem trećem licu, bilo stranom ili domaćem preduzeću ili licu, svoju saglasnost za bavljenje aktivnostima dodeljenim Operateru po osnovu ovog Ugovora, niti će se sam baviti takvim aktivnostima.

**9.2.** Tokom trajanja ovog Ugovora, Operater će uživati ekskluzivno pravo tretiranja i odlaganja celokupnog kućnog i komunalnog otpada koji se kvalifikuje kao sličan kućnom otpadu, a koji se sakuplja od fizičkih, pravnih lica, preduzetnika, radnji, privrednih i industrijskih klijenata i drugih institucija, kao i kabastog otpada nastalog na teritoriji Klijent.

## **10. Završne odredbe**

**10.1.** Ugovorne strane ovime izjavljuju da su pažljivo pročitale Ugovor pre potpisivanja istog i da su sa sadržajem istog saglasne svojevolejno, ozbiljno, jasno i sa razumevanjem.

**10.2.** Uprkos bilo kakvim suprotnim imperativnim zakonskim odredbama, ovaj Ugovor će biti regulisan zakonima Republike Srbije.

**10.3.** U slučaju spora na osnovu ovog Ugovora, Strane će nastojati isti da reše sporazumno. Pokušaj sporazumnog rešavanja spora smatraće se neuspehim od trenutka kada jedna Ugovorna strana u tom smislu pismenim putem obavesti drugu Ugovornu stranu.

**10.4.** U slučaju da zaključivanje ovog

**9.1.** The Client will not, neither directly nor indirectly by means of an entity or undertaking controlled by the Client, provide to any third party, be it foreign or local firms or persons, its consent to engage in activities assigned to the Operator by the present Agreement, or engage in such activities itself.

**9.2.** For the duration of the present Agreement, the Operator shall enjoy the exclusive right of collection of household waste and waste that is similar to household waste and is produced by physical and legal persons, legal entities, entrepreneurs, stores or other institutions and bulky waste accruing within the region of the Client.

## **10. Final Provisions**

**10.1.** Both contracting parties hereby declare to have carefully read the contract before execution and to have agreed on its content on the basis of their free will, seriously, clearly and comprehensibly.

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

**10.3.** If a dispute arises out of the subject matter of the present Agreement, Parties 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 Party demonstrably so informed the other Party in writing.

**10.4.** In case the conclusion of the present

Ugovora podleže porezima ili dažbinama, Strane će navedene troškove snositi u jednakim delovima. Međutim, svaka Ugovorna strana snosi sopstvene troškove pravnih ili drugih savetnika.

**10.5.** U slučaju da neka od odredbi ovog Ugovora jeste ili postane u celosti ili delom nevažeća ili neizvršiva, ta se odredba neće primenjivati. To neće imati uticaja na pravosnažnost ili izvršivost preostalih odredbi. U tom slučaju, nevažeća ili neizvršiva odredba će automatski biti zamenjena odredbom koja najviše odgovara sadržaju i svrsi nevažeće ili neizvršive odredbe kao i nameri Ugovornih strana.

**10.6.** Ugovorne strane prihvataju da u skladu sa primenjivim zakonima i propisima neke od odredbi, zahteva i obaveza sadržanih u ovom Ugovoru možda trenutno nije moguće izvršavati. Strane se shodno tome obavezuju da će takve odredbe izvršiti i zahteve i obaveze ispuniti čim to bude omogućeno budućim izmenama primenjivih zakona i propisa.

**10.7.** Sve izmene i dopune ovog Ugovora (uključujući i ovog člana kojim se ovaj formalni zahtev postavlja) moraju se vršiti pismenim putem.

**10.8.** Na sva druga pitanja koja nisu posebno regulisana ovim Ugovorom shodno će se u celosti primenjivati odredbe Ugovora o poveravanju i važeći zakonski i drugi propisi Republike Srbije.

**10.9.** Ovaj Ugovor sačinjen je u dva istovetna primerka, od kojih svaka Ugovorna strana zadržava po jedan.

Agreement is subject to taxes or charges, Parties shall assume such costs at equal shares. However, each Party shall bear its individual costs for Legal or other Counsel itself.

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

**10.6.** Parties 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. Parties 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.

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

**10.8.** On every other issues not particularly regulated by this Agreement, provisions of the Entrustment Agreement shall be applicable with laws and regulations of Republic of Serbia.

**10.9.** This Agreement is issued in 2 equal copies, one for each Party to this Agreement.

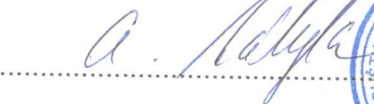
U Lapovu, dana 18.03.2008

Opština Lapovo (Klijent)



Predsednik opštine: Dragan Zlatković


.A.S.A. VRBAK d.o.o. (Operator)



Direktor: Alexander Nálepka  
Prokurista: Karel Procházka

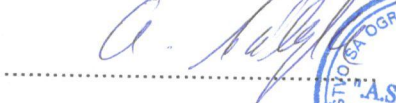
In Lapovo, on 18.03.2008

The Municipality of Lapovo (the Client)



President of Municipality: Mr. Dragan  
Zlatković

.A.S.A. VRBAK d.o.o. (the Operator)



General Manager: Alexander Nálepka  
Procura: Karel Procházka