

Annex No. 17

**Ugovor o Call opciji u slucaju
raskida u skladu sa clanom 12.2
Ugovora o poveravanju**

**Agreement on a Call-Option in
case of the termination subject to
section 12.2 of the Entrustment
Agreement**



**Ugovor o Call opciji u slučaju raskida u skladu
sa članom 12.2. Ugovora o poveravanju**

**Agreement on a Call-Option in case of the
termination subject to section 12.2 of the
Entrustment Agreement**

Ovaj Ugovor zaključen je između

This Agreement is entered into by

Opštine Kikinda, koju predstavlja Predsednik
Opštine Dr. Branislav Blazic ("Kikinda")

The Municipality of Kikinda, represented by its
Mayor Dr. Branislav Blazic ("Kikinda")

i

and

.A.S.A. Eko d.o.o., matični broj 20147326, sa
poslovnim sedištem u Beogradu, ul. Palmotićeve
br. 16a ("A.S.A.").


.A.S.A. Eko d.o.o., Company Register Nr.
20147326, having its registered business office in
Belgrade, 16a Palmotićeve str. ("A.S.A.").

Preambula

Preamble

(1) Opština Kikinda i .A.S.A. International
Environmental Service GmbH (u daljem tekstu:
"A.S.A. International") su zaključili Ugovor o
poveravanju delatnosti u vezi sa nastavkom
izgradnje regionalne deponije za komunalni otpad
kao i sa radom deponije. U Ugovoru o
poveravanju je između ostalog navedeno da će
.A.S.A. 100% u vlasništvu A.S.A. International i
Opštine Kikinda, osnovati društvo u vidu
zajedničkog ulaganja pod nazivom „A.S.A.
Kikinda d.o.o.”

(1) The Municipality of Kikinda and .A.S.A.
International Environmental Service GmbH (in the
following "A.S.A. International") concluded an
Entrustment Agreement concerning the
continuation of construction of a regional sanitary
landfill for communal waste as well as the
operation of this landfill. The Entrustment
Agreement *inter alia* stipulates that .A.S.A. being
100% owned by A.S.A. International and the
Municipality of Kikinda will incorporate a Joint
Venture Company under the name of "A.S.A.
Kikinda d.o.o.”

 Kikindu ili na bilo koje treće lice, bilo fizičko ili be it a natural or legal person, named by Kikinda.
pravno, koje Kikinda odredi.

II.

Uslovi za izvršavanje opcija

(1) Kikinda ima pravo izvršavanja Call opcije navedene u odeljku I u roku od dvanaest meseci od efektivnog ranog raskida Ugovora o poveravanju u skladu sa članom 12.1 navedenog Ugovora o poveravanju.

(2) Ukoliko Kikinda izvrši Call opciju na način da samo deo udela .A.S.A. Eko i/ili .A.S.A. International bude transferisan, primarno će udeo .A.S.A. Eko biti transferisan. (da bi transfer udela .A.S.A. International bio izvršen na kraju)

(3) U slučaju da nijedna opcija ne bude izvršena u navedenom roku, .A.S.A. Eko d.o.o. i .A.S.A. International kao ni njihovi pravni naslednici neće u vezi sa svojim udelima u .A.S.A. Kikinda d.o.o. biti obavezani svojim ponudama nakon isteka navedenog vremenskog perioda.

(4) U slučaju da udeo .A.S.A. Eko d.o.o. ili .A.S.A. International u društvu .A.S.A. Kikinda d.o.o. bude prenet u celosti ili delom na višestruke pravne sledbenike, svaki od tih sledbenika će pojedinačno biti obavezan obavezama sadržanim

II.

Conditions for Executing the Option

(1) Kikinda is entitled to execute the Call-Option mentioned in section I within a period of twelve months as of effective early termination of the Entrustment Agreement subject to section 12.1 of the Entrustment Agreement.

(2) If Kikinda executes the Call-Option in a way that only a part of the shares of .A.S.A. Eko and/or .A.S.A. International shall be transferred, the primarily the shares of .A.S.A. Eko shall be transferred. (to the effect that the transfer of shares of .A.S.A. International shall be done at last)

(3) In case no option is exercised within the period mentioned above, .A.S.A. Eko d.o.o. and .A.S.A. International or their legal successors with regard to their respective shares in .A.S.A. Kikinda d.o.o. are not committed to their offer after that point in time.

(4) In case .A.S.A. Eko d.o.o.'s or .A.S.A. International's shares in .A.S.A. Kikinda d.o.o. will be transferred in part to multiple legal successors, any of these successors shall also be bound individually by the obligations inherent in



V.

Troškovi

Sve troškove, dažbine ili poreze nastale u vezi sa ovim ugovorom snosiće .A.S.A. Eko d.o.o. i Kikinda u jednakim delovima.



V.

Costs

Any costs, charges or taxes arising in connection with the present agreement shall be borne by .A.S.A. Eko d.o.o. and Kikinda at equal shares.

U, dana

In, on.....

Opština Kikinda

The Municipality of Kikinda

.....
.....
.A.S.A. Eko d.o.o.
.....

.....
.....
.A.S.A. Eko d.o.o.
.....



u ovom Ugovoru.



the present agreement.

III.

Cena opcije

(1) Cena izvršavanja Call opcije navedene u odeljku I jednaka je proporcionalnoj vrednosti svih sredstava društva .A.S.A. Kikinda d.o.o.

(2) Procenu vrednosti sredstava mora izvršiti jedan od sledećih revizora: KPMG, Deloitte, Ernst & Young ili PwC, pri čemu će revizori društva .A.S.A. Kikinda d.o.o. biti isključeni. Od preostalih revizora, revizor koji će vršiti procenu biće odabran putem izvlačenja i mora biti ~~angažovan u roku od sedam dana. Troškove~~ procene snosiće .A.S.A. Eko d.o.o.

III.

Option Price

(1) The price for executing the Call-Option stipulated in section I equals the proportionate asset value of all assets of .A.S.A. Kikinda d.o.o.

(2) The asset value has to be evaluated by one of the following auditors: KPMG, Deloitte, Ernst & Young or PwC, whereas the auditors of .A.S.A. Kikinda d.o.o. 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 seven days. The costs of~~ evaluation have to be borne by .A.S.A. Eko d.o.o.

IV.

Prenos udela; Garancija

(1) U skladu sa efektivnim izvršavanjem Opcije navedene u odeljku I i u skladu sa izvršenim plaćanjem cene opcije, udeli koji se imaju preneti biće preuzeti od strane sticaoca uz sva prava i obaveze pridružene uz navedene udele.

(2) Vlasnici udela biće odgovorni samo za to da preneti udeli budu bez opterećenja.

IV.

Transfer of Shares; Warranty

(1) Subject to the effective execution of the Option stipulated in section I and subject to payment of the option price, the shares to be transferred shall be assumed by the transferee with all rights and obligations associated with these shares.

(2) The transferring shareholder/s shall only be liable for the transferred shares being free of encumbrance.

(2) U članu 12.5.1 Ugovora o poveravanju, Kikindi dodeljeno je pravo izvršavanja Call opcije radi zahtevanja prenosa njihovih udela društva .A.S.A. u društvu .A.S.A. Kikinda d.o.o. u skladu sa uslovima navedenim u članu 12.2 Ugovora o poveravanju.

(2) In Article 12.5.1 of the Entrustment Agreement Kikinda has been granted the right to execute a Call-Option to claim for the transfer of .A.S.A.'s share in .A.S.A. Kikinda d.o.o. subject to the conditions stipulated in article 12.2 of the Entrustment Agreement.

(3) .A.S.A. Eko d.o.o. i .A.S.A. International će preuzeti udeo u .A.S.A. Kikinda d.o.o. koji je jednak nominalnoj vrednosti od € 800,-- od registrovanog kapitala društva. Kikinda će preuzeti udeo u .A.S.A. Kikinda d.o.o. koji je jednak nominalnoj vrednosti od € 200,-- od registrovanog kapitala društva.

(3) .A.S.A. Eko d.o.o. and .A.S.A. International will assume shares in .A.S.A. Kikinda d.o.o. in an amount equivalent to the nominal value of € 800,-- of its registered capital. Kikinda will assume shares in .A.S.A. Kikinda d.o.o. in an amount equivalent to the nominal value of € 200,-- of its registered capital.

~~(4) U slučaju da nominalni udeli strana u~~
registrovanom kapitalu iz bilo kojeg razloga budu u budućnosti drugačije raspodeljeni, ceo udeo, bez obzira na stvarnu nominalnu vrednost udela u registrovanom kapitalu, biće pokriven dole navedenom Opcijom.

(4) In case the parties' nominal shares of the registered capital will, by whatever reason, be rearranged in the future, the full share, independent of the actual nominal value of the share of the registered capital, shall be covered by the Option stipulated below.

I.

Call opcija u korist Kikinde

.A.S.A. Eko d.o.o. i .A.S.A. International ovime nude, u svoje ime i u ime svojih pravnih sledbenika u odnosu na njihove udele u društvu .A.S.A. Kikinda d.o.o., da ili prenesu svoje odnosne celokupne udele u društvu .A.S.A. Kikinda d.o.o. ili bilo koje njihove delove na

I.

Call-Option in favor of Kikinda

.A.S.A. Eko d.o.o. and .A.S.A. International hereby offer, both for themselves and for their legal successors with regard to their shares in .A.S.A. Kikinda d.o.o., to either transfer their respective entire shares in .A.S.A. Kikinda d.o.o. or any part thereof to Kikinda or any Third Party,