


## **Annex No. 19**


**Ugovor o Call opciji u slucaju  
raskida u skladu sa clanom 12.3 lit  
f Ugovora o poveravanju**

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**Agreement on a Call-Option in  
case of termination subject to  
section 12.3 lit f of the Entrustment  
Agreement**



  
Ugovor o Call opciji u slučaju raskida u skladu  
sa članom 12.3 lit f Ugovora o poveravanju

  
Agreement on a Call-Option in case of  
termination subject to section 12.3. lit f of the  
Entrustment Agreement

Ovaj Ugovor zaključen je između:

This Agreement is entered into by

Opština 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. Palmotićeva  
br. 16a (“A.S.A.”) i .A.S.A. International  
Environmental Services GmbH, matični broj  
32957t, sa poslovnim sedištem u Austriji,  
Himbergu

.A.S.A. Eko d.o.o., Company Register Nr.  
20147326, having its registered business office in  
Belgrade, 16a Palmotićeva str. (“A.S.A.”) and  
.A.S.A. International Environmental Services  
GmbH, Company Register Nr. 32957t, having its  
registered business office in Austria, Himberg

#### *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

(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 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



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 prenesu svoje odnosne celokupne udele u društvu .A.S.A. Kikinda d.o.o. na Kikindu ili na bilo koje treće lice, bilo fizičko ili pravno, koje Kikinda odredi.

II.

Call opcija u korist .A.S.A. Eko d.o.o.

Kikinda ovime nudi, u svoje ime i u ime svojih pravnih sledbenika, u vezi sa njegovim celokupnim udelom u .A.S.A. Kikinda d.o.o. društvu .A.S.A. Eko d.o.o. ili bilo kojem trećem licu, bilo fizičkom ili pravnom, koje ovo društvo odredi. Ova Opcija će se takođe odnositi na pravne sledbenike društva .A.S.A. Eko d.o.o. u vezi sa udelom ovog društva u .A.S.A. Kikinda d.o.o.

III.

Uslovi za izvršavanje opcija

(1) Kikinda ima pravo izvršavanja Call opcije



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 transfer their respective full shares in .A.S.A. Kikinda d.o.o. to Kikinda or to any Third Party, be it a natural or legal person, named by Kikinda.

II.


Call-Option in favor of .A.S.A. Eko d.o.o.


Kikinda hereby offers, both for itself and its legal successors with regard to its full shares in .A.S.A. Kikinda d.o.o. to .A.S.A. Eko d.o.o. or any Third Party, be it a natural or a legal person, named by this company. This Option shall also apply to legal successors of .A.S.A. Eko d.o.o. with regard to its shares in .A.S.A. Kikinda d.o.o.

III.

Conditions for Executing the Options

(1) Kikinda is entitled to execute the Call-Option

  
korporativnoj vrednosti, na osnovu procene zasnovane na stručnom Mišljenju KFS-BW1 Austrijske računovodstvene komore.

  
proportionate corporate value, being evaluated based on the Expert's Opinion KFS-BW1 of the Austrian Chamber of Accountants.

(2) Procenu korporativne vrednosti 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 odnosni kupac.

(2) The corporate 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 the respective acquirer.

(3) Cena opcije ima biti plaćena u roku od 21 dana od dana izvršavanja opcije i raspoloživosti procene revizora.

(3) The option price is to be paid within 21 days from execution of the option and availability of the auditor's evaluation.

#### V.

##### Prenos udela; Garancija

(1) U skladu sa efektivnim izvršavanjem Opcije navedene u odeljcima I. ili II., 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, prenosioци, biće odgovorni samo za to da preneti udeli budu bez opterećenja.

#### V.

##### Transfer of Shares; Warranty

(1) Subject to the effective execution of the Option stipulated in sections I. or II. 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

gk

*[Signature]*

encumbrance.

VI.

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.

VI.

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.

.....  
A.S.A. International Environmental  
Services GmbH

.....  
A.S.A. International Environmental  
Services GmbH



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Yds

navedene u odeljku I. u roku od tri meseca od  
efektivnog raskida/isteka Ugovora o poveravanju  
u skladu sa članom 12.3. tacka f navedenog  
Ugovora o poveravanju.

mentioned in section I. within a period of three  
months as of effective termination of the  
Entrustment Agreement subject to section 12.3. lit.  
of the Entrustment Agreement.

(2) U slučaju da opcija ne bude izvršena u  
navedenom roku, .A.S.A. Eko će imati pravo  
izvršavanja Call opcije navedene u odeljku II. u  
roku od naredna tri meseca.

(2) In case this option is not exercised within the  
period mentioned above, A.S.A. Eko d.o.o. is  
entitled to execute the Call-Option mentioned in  
section II. within a further period of three months.

(3) U slučaju da ni Kikinda ni .A.S.A. Eko d.o.o.  
ne izvrše opcije navedene u odeljcima I. i II., ni  
Kikinda, ni .A.S.A. Eko d.o.o. ni .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  
navedenih vremenskih perioda.

(3) In case neither Kikinda nor .A.S.A. Eko d.o.o.  
execute the options mentioned in sections I. and  
II., neither Kikinda nor .A.S.A. Eko d.o.o. nor  
.A.S.A. International nor their respective legal  
successors with regard to their shares in .A.S.A.  
Kikinda d.o.o. shall be committed to their offers  
after that point in time.

(4) U slučaju da udeo Kikinde, .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  
višestrukie pravne sledbenike, svaki od tih  
sledbenika će pojedinačno biti obavezan  
obavezama sadržanim u ovom Ugovoru.

(4) In case Kikinda's, .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 whole or in part to  
multiple legal successors, any of these successors  
shall be bound individually by the obligations  
inherent in the present agreement.

#### IV.

##### Cena opcije

(1) Cena izvršavanja Call opcije navedene u  
odeljcima I. i II. jednaka je proporcionalnoj

#### IV.

##### Option Price

(1) The price for executing the Call-Option  
stipulated in sections I. and II. equals the

zajedničkog ulaganja pod nazivom „A.S.A. Kikinda will incorporate a Joint Venture Kikinda d.o.o.” Company under the name of “A.S.A. Kikinda d.o.o.”

(2) U članu 12.5.3 Ugovora o poveravanju (2) In Article 12.5.3 of the Entrustment Agreement  
.A.S.A. International i Kikinda su jedno drugom .A.S.A. International and Kikinda have mutually  
međusobno dodelili pravo izvršavanja Call opcije granted themselves the right to execute a Call-  
radi zahtevanja prenosa njihovih odnosnih udela u Option to claim for the transfer of their respective  
društvu .A.S.A. Kikinda d.o.o. (uključujući i shares in .A.S.A. Kikinda d.o.o. (including the  
odnosne udele u .A.S.A. Eko d.o.o.) u skladu sa respective shares of .A.S.A. Eko d.o.o.) subject to  
uslovima navedenim u ovom članu Ugovora o the conditions stipulated in this article of the  
poveravanju. Entrustment Agreement.

(3) .A.S.A. Eko d.o.o. i .A.S.A. International će (3) .A.S.A. Eko d.o.o. and .A.S.A. International  
preuzeti udeo u .A.S.A. Kikinda d.o.o. koji je will assume shares in .A.S.A. Kikinda d.o.o. in an  
jednak nominalnoj vrednosti od € 800,-- od amount equivalent to the nominal value of € 800,--  
registrovanog kapitala društva. Kikinda će of its registered capital. Kikinda will assume  
preuzeti udeo u .A.S.A. Kikinda d.o.o. koji je shares in .A.S.A. Kikinda d.o.o. in an amount  
jednak nominalnoj vrednosti od € 200,-- od equivalent to the nominal value of € 200,-- of its  
registrovanog kapitala društva. registered capital.

(4) U slučaju da nominalni udeli strana u (4) In case the parties' nominal shares of the  
registrovanom kapitalu iz bilo kojeg razloga budu registered capital will, by whatever reason, be  
u budućnosti drugačije raspodeljeni, ceo udeo, rearranged in the future, the full share,  
bez obzira na stvarnu nominalnu vrednost udela u independent of the actual nominal value of the  
registrovanom kapitalu, biće pokriven dole share of the registered capital, shall be covered by  
navedenom Opcijom. the Option stipulated below.