

Ugovor o zakupu i su - investiranju

Lease and Coinvestment Agreement

Zaključen u Kikindi dana 03.07.2007. godine
između:

Signed in Kikinda on 03.07. 2007, between:

Opštine Kikinda koju zastupa Predsednik
Opštine, Dr. Branislav Blažić (u daljem tekstu
Zakupodavac ili Investor)

Municipality of Kikinda, represented by the
President of Municipality, Dr. Branislav Blazic
(hereinafter referred to as: the *Lessor or Investor*)

i

and

Privrednog društva "**A S A Kikinda**" d.o.o. iz
Kikinde, ul. Idoški put BB, upisano u Registar
privrednih subjekata koji se vodi pri Agenciji za
privredne registre Republike Srbije pod matičnim
brojem 20288698, PIB 105011152, koje zastupa
generalni direktor Karel Prochazka i prokurista
Sandra Miedler (u daljem tekstu: *Zakupac ili Su-
investitor*)

Company "**A.S.A. Kikinda**" d.o.o. from Kikinda,
Idoški put BB street, inscribed in Company
register at Agency for Commercial registers of the
Republic of Serbia under register no 20288698,
TID 105011152, represented by the general
manager Mr. Karel Prochazka and procurist
Sandra Miedler (hereinafter referred to as: the
Lessee or Coinvestor)

Odeljak I - Zakup

Section I - Lease

Član 1.

Article 1

Predmet ovog Ugovora (Ugovor) je regulisanje
međusobnih prava i obaveza povodom davanja u
zakup zemljišta sa trenutnim statusom
„neizgrađenog građevinskog zemljišta“, radi
izgradnje regionalne sanitarne deponije, između

Subject of this Agreement (Agreement) is settling
of mutual rights and obligations regarding leasing
of land with the current status of „undeveloped
city construction land“ for the construction of
regional sanitary landfill, between the Lessor and

Zakupodavca i Zakupca.

the Lessee.

Član 2.

Article 2

Zakupodavac zemljišta daje Zakupcu zemljište na osnovu Rešenja predsednika Opštine Kikinda br. V-463-95/2007 od 20.06.2007 godine u zakup ostalo neizgrađeno građevinsko zemljište – državna svojina Republike Srbije na kojoj Zakupodavac ima pravo korišćenja, i to na katastarskoj parceli br. 11234/5 KO Kikinda – koja je upisana u List nepokretnosti broj 11666 KO Kikinda kod Službe za katastar nepokretnosti Kikinda radi izgradnje i korišćenja regionalne sanitarne deponije.

On the grounds of the Decree of the Mayor of the Municipality of Kikinda No. V-463-95/2007 dated 20th June 2007 Lessor grants to the Lessee, the right of lease of undeveloped city construction land – ownership of the Republic of Serbia – cadastre lot no. 11234/5 CM Kikinda inscribed in land register no. 11666 cadastral municipality Kikinda at Public cadastar Kikinda to which land the Lessor has right of use, in order to construct and use of regional sanitary landfill.

Član 3.

Article 3

Zakupac zemljišta se obavezuje da Zakupodavcu unapred plati zakupninu za celokupan period trajanja zakupa u iznosu od € 1.827.000,- (uključujući PDV i sve ostale poreze i dažbine primenjive na navedenu zakupninu).

The Lessee shall pay to the Lessor the rent for the entire lease period in advance, in the amount of € 1.827.000.- (including VAT and all other taxes and fees to be imposed on such rent).

Zakupodavac zemljišta se obavezuje da u roku od 10 dana od dana overe ovog Ugovora podnese poresku prijavu nadležnoj Poreskoj upravi – Organizaciona jedinica Kikinda.

The Lessor is obligated to, within 10 days of the verification date hereof, file a tax return to the competent Tax Authorities – Organizational unit in Kikinda.

Član 4.

Article 4

Način plaćanja zakupnine navedene u članu 3. ovog Ugovora naveden je u odeljku 2.5 Ugovora o poveravanju zaključenog između Zakupodavca i .A.S.A. International Environmental Services GmbH dana 09.03.2007. godine.

The manner of the payment of the amount stipulated in the article 3 of this Agreement is stipulated in section 2.5. of the Entrustment Agreement concluded between Lessor and .A.S.A. International Environmental Services GmbH on March 9th 2007.

Član 5.

Article 5.

[rezervisano]

[reserved]

Član 6.

Article 6

Troškovi promene namene zemljišta padaju na teret Zakupodavca koji će ovu promenu namene ostvariti u roku od 21 dana od overe ovog Ugovora.

Expenses related to changing the land purpose shall be paid by the Lessor who shall realize this change within the term of 21 days starting from verification of this Agreement.

Troškovi overe ovog Ugovora padaju na teret Zakupca.

Expenses of the verification of this Agreement shall be paid by the Lessee.

Član 7.

Article 7

Strane su svesne cinjenice da se crtez Aneksa 14 Ugovora o poveravanju odnosi na dodatno zemljiste potrebno da se izgrade faze 3 i 4, direktno sa desne strane faza 1 i 2. Strane su takodje svesne cinjenice da ovo dodatno zemljiste nije ukljuceno u ono pomenuto u clanu 2.

Parties are aware of the fact that the drawing in Annex 14 to the Entrustment Agreement relates to additional land necessary to erect phase 3 and 4 directly on the right side of the phases 1 and 2. The Parties are also aware of the fact that this additional land is not comprised by the plot

Zakupac zeli da zameni deo zemljišta pomenutog u članu 2 za gore navedeno dodatno zemljište maksimalne površine od 6ha. Zakupodavac obecava da će omogućiti Zakupcu da to uradi na osnovu ovog Ugovora ako je to moguće.

mentioned in Article 2. Lessee wishes to exchange part of the plot mentioned in Article 2 against this additional land with the maximum area of 6ha as described above. Lessor promises to enable Lessee to do so under this Agreement if possible.

Član 8.

Article 8

Zakupodavac dozvoljava Zakupcu da u zemljišnim knjigama/Katastru nepokretnosti može uknjižiti pravo zakupa na katastarskoj parceli br. 11234/5 KO Kikinda bez daljeg pitanja i odobrenja Zakupodavca i to na period od 25 godina od prvog puštanja u rad deponije na nepokretnosti uzetoj u zakup.

The Lessor shall allow the Lessee to inscribe lease right on the cadastre lot No. 11234/5 CM Kikinda in the land registries/Cadastré without any further questions and approvals of Lessee, for a term of 25 years from the first operative launch of the landfill on the leased premises on.

Član 9.

Article 9

Ovaj Ugovor prestaje protekom roka od 25 godina od prvog puštanja u rad deponije na nepokretnosti uzetoj u zakup.

This Agreement shall cease upon expiration of the 25 years after the first operative launch of the landfill on the leased premises.

Ukoliko se trajanje Ugovora o poveravanju (Prilog /1) produži u skladu sa odeljkom 11 navedenog ugovora, i ovaj će Ugovor biti produžen za isti vremenski period. Takvo produženje perioda takođe treba propisno uknjižiti u nadležne zemljišne knjige/katastar nepokretnosti. Strane su saglasne da ugovoreno trajanje Ugovora o zakupu (25 godina ili odgovarajuće produženje) ostaje nepromenjeno

If the term of the Entrustment Agreement (Annex /1) is extended according its s.11, this Agreement also extends by the same period. Such Extension also has to be duly registered in the respective land/cadastral register. The Parties clarify that the agreed duration of the Lease Agreement (25 years or extension respectively) remains unchanged if the Entrustment Agreement is terminated by .A.S.A. due to good cause according to s. 12.3 of

ako .A.S.A. raskine Ugovor o poveravanju iz valjanih razloga u skladu sa odeljkom 12.3 Ugovora o poveravanju. U tom slučaju trajanje zakupa se produžava na 35 godina od prvog puštanja u rad deponije na nepokretnosti uzetoj u zakup ukoliko je .A.S.A. raskinula ugovor u skladu sa odeljkom 12.3.

the Entrustment Agreement. In such case the term of the Lease shall extend to 35 years from the first operative launch of the landfill on the leased premises if .A.S.A. has terminated due to 12.3. lit a-e.

Strane su se zajednički sporazumele da Zakupac nema obavezu da ukloni ili sanira deponiju ili bilo koju zgradu na zakupljenom zemljištu nakon završetka trajanja ovog Ugovora (bilo istekom ili raskidom).

It is mutually agreed between the parties that the Lessee has no obligation to remove or recover the landfill or any buildings on the leased land after the end of this Agreement (be it by expiration or termination).

Odeljak II – Su-investiranje

Section II - Coinvestment

Član 10.

Article 10

Uz to, Strane regulišu svoje međusobne odnose u vezi sa zajedničkim finansiranjem izgradnje regionalne sanitarne deponije na lokaciji „Uz Teremijski drum“ KO Kikinda, i na zemljištu opisanom u daljem tekstu, pod uslovima i na način definisan ovim Ugovorom.

In addition, the Parties are settling their mutual relations connected to the collective financing of the construction on a regional sanitary landfill on the location “Uz Teremijski drum” CM Kikinda, and on the hereinafter described land, under the conditions and in manner defined herein.

Član 11.

Article 11

Strane zajednički izjavljuju sledeće:

The Parties are jointly stating that:

- a) INVESTITOR je upisani korisnik a) The INVESTOR is registered user of

građevinskog zemljišta na katastarskoj parceli br.11234/5 KO Kikinda, upisanog ili List nepokretnosti br. 11666 u Službi za katastar nepokretnosti u Kikindi.

construction land, the cadastre lot No. 11234/5 CM Kikinda, inscribed in land register file number 11666 within Public cadastar Kikinda in Kikinda.

b) Katastarska parcela br. 11234/5 KO Kikinda ima površinu od 191.142,00 m2.

b) The cadastre lot number 11234/5 of the CM Kikinda has the area of 191.142,00 m2.

c) izgradnja regionalne sanitarne deponije za opštinu Kikinda, ali takođe i za odlaganje otpada iz susednih opština planirana je na gore navedenoj katastarskoj parceli u skladu sa građevinskom dozvolom br. III-01-351-551/05 od 28.09.2005.d) Strane su saglasne da je u skladu sa javnim tenderom objavljenim 24.08.2006. godine SU-INVESTITORU dodeljeno obavljanje komunalnih delatnosti sakupljanja, prevoza i odlaganja otpada na regionalnu deponiju, selekcija i plasiranje sekundarnih sirovina, nastavak izgradnje deponije i centra za upravljanjem otpada kao i upravljanje radom deponije i centra za upravljanje otpadom.

c) Construction of the regional sanitary landfill for Municipalities of Kikinda, but also for the use of disposing waste from neighbouring municipalities is intended to be built on the above mentioned cadastre lot according to Construction approval no. III-01-351-551/05 dated 28.09.2005.

d) The Parties agree that according to a public tender published on August 24th, 2006 the COINVESTOR is assigned to perform the communal activities of collection, transport and disposal of waste to the regional landfill, selection and placement of secondary raw materials, continuation of construction of the landfill and waste management center and operation of the landfill and waste management center.

SVRHA UGOVORA

PURPOSE OF THE CONTRACT

Član 12.

Article 12

Obe strane imaju interesa da izgrade komunalni objekat koji je predmet ovog Ugovora i po

Both Parties have the interest to build the communal facility which is subject of this Contract

okončanju građevinskih radova INVESTITOR I SU-INVESTITOR, saglasno svojim ulozima, i u skladu sa članom 18 ovog Ugovora, stiču vlasništvo nad komunalnim objektom.

and after the finishing of the construction work the INVESTOR and COINVESTOR, according to their investments, and pursuant to the Article 18 hereof, acquire the title over the communal facility..

PREDMET UGOVORA

SUBJECT OF THE CONTRACT

Član 13.

Article 13

Predmet ovog Ugovora jeste **zajednička izgradnja i zajedničko finansiranje završetka izgradnje komunalnog objekta u prvoj fazi i dodatne druge faze na regionalnoj sanitarnoj deponiji** koja se nalazi na katastarskoj parceli br. 11234/5 KO Kikinda uz mogućnost da SUINVESTITOR proširi deponiju trećom i četvrtom fazom. Deponija na kojoj se objekat nalazi definisana je u članu 11 ovog Ugovora. Ovaj komunalni objekat na deponiji imaće prpratne objekte i biće završen i izgrađen u skladu sa sporazumom ugovornih strana u skladu sa odredbama Ugovora o poveravanju zaključenog između INVESTITORA i .A.S.A. International Environmental Services GmbH dana 09.03.2006. godine.

The subject of this Contract is the **collective construction and collective financing of finishing of constructing and of communal facility of the first phase and an additional second phase on the regional sanitary landfill** located on the cadastre lot no. 11234/5 CM Kikinda with the possibility for COINVESTOR to expand the landfill by a third and a fourth phase. Landfill on which the facility is located is defined in Article 11 of this Contract. This communal facility on the landfill shall have the accompanying facilities and shall be finished and built according to agreement of the Parties and according to the provisions of the Entrustment Agreement concluded between the INVESTOR and .A.S.A. International Environmental Services GmbH on March 9th, 2006.

Strane su saglasne da je INVESTITOR izgradio otprilike 30% ovog Ugovora u skladu sa dobijenom građevinskom dozvolom i svojom

The Parties agree that INVESTOR built approx. 30% of this Contract according to received Construction approval and his technical

tehničkom dokumentacijom za izgradnju, tako da se ovaj Ugovor zaključuje radi završavanja izgradnje. Komunalni objekat će biti izgrađen u potpunosti i u skladu sa izmenjenom tehničkom dokumentacijom, prema standardima SUINVESTITORA.

construction documentation, so this Contract is concluded in order to finish construction. Communal facility shall be constructed completely and according to the amended technical construction documentation in accordance with the standards of the COINVESTOR.

REALIZACIJA

Član 14.

Realizacija ovog projekta biće podeljena u dva dela, u odnosu na prvu i drugu fazu, koje se sastoje od sledećeg:

- prvi deo sastoji se od završetka izgradnje prve faze komunalnog objekta u skladu sa građevinskom dozvolom koju je dobio INVESTITOR i poboljšanja u skladu sa **novom tehničko-građevinskom dokumentacijom** u skladu sa standardima SUINVESTITORA, uključujući dobijanje Upotrebne dozvole za kompletno završenu prvu fazu komunalnog objekta koji je predmet ovog Ugovora.

Čim bude izdata odgovarajuća Upotrebna dozvola, vlasništvo nad komunalnim objektom će biti upisano u zemljišne/javne registre.

- drugi deo se sastoji od realizacije druge faze komunalnog objekta, koja obuhvata dobijanje odgovarajuće građevinske dozvole, obavljanje

The realization of this project will be divided in two parts, relating to the first and the second phase, consisting of the following:

- the first part consists of completion of the construction of the first phase of communal facility according to the building permit achieved by the INVESTOR and the improvement according to **new technical construction documentation** in accordance with COINVESTOR's standards, including the obtaining of the Utilization permit for the completely finished first phase of communal facility which is subject of this Contract.

As soon as an appropriate utilization permit is issued, ownership of the communal facility shall be registered in the land/public registers;

- the second part consists of the realisation of the second phase of communal facility, comprising achieving an appropriate building permit,

potrebnih građevinskih radova, dobijanje odgovarajuće upotrebne dozvole, od strane SUINVESTITORA i upis vlasništva u zemljišne javne registre.

performance of the necessary construction works, achieving of an appropriate utilization permit, by COINVESTOR and registration of ownership in the land/public registers.

Član 15

Article 15

Da bi se realizovala prva faza relevantnog projekta INVESTITOR i SUINVESTITOR su obavezni da urade sledeće:

In order to realize the first phase of the relevant project the INVESTOR and the COINVESTOR are obliged to perform the following:

- | | |
|---|---|
| <p>a) INVESTITOR da investira potreban iznos da bi se završili građevinski radovi na komunalnom objektu u fazi jedan, u skladu sa projektom INVESTITORA.</p> <p>b) Nakon završetka gore navedenog, SUINVESTITOR mora završiti sve građevinske i druge radove kako bi poboljšao komunalni objekat u skladu sa standardima SUINVESTITORA, koji se prvenstveno sastoje od sledećeg:</p> <ul style="list-style-type: none">- troškova povezanih sa izmenama i dopunama građevinske dokumentacije u skladu sa standardima SUINVESTITORA;- organizovanja i sprovođenja poboljšanja komunalnog objekta u skladu sa standardima SUINVESTITORA;- organizovanja tehničke registracije | <p>a) INVESTOR to invest the necessary amount in order to finish the construction works on phase one of the communal facilities according to INVESTOR's project.</p> <p>b) after finishing of above mentioned means, COINVESTOR shall realize all constructing and other works in order to improve the communal facility according to COINVESTOR's standards,, which primarily consist of the following:</p> <ul style="list-style-type: none">- expenses related to amendment of the construction documentation in accordance to COINVESTOR's standards;- organizing and executing the improvement of the communal facility according to the COINVESTOR's standards;- organizing the technical registration of the communal facility and providing all |
|---|---|

komunalnog objekta i ispunjenje svih
preduslova za dobijanje Upotrebne
dozvole.

preconditions for obtaining the Utilization
permit.

c) Strane razjašnjavaju sledeće:

c) The Parties make clear the following:

- da nakon završetka građevinskih radova
INVESTITORA, faza jedan će biti
završena na osnovu plana i dokumentacije
SUINVESTITORA.

- that after finishing of the INVESTOR's
construction works the phase one shall be
completed on the basis of the
COINVESTOR's planning and
documentation.

Član 16

Article 16

SUINVESTITOR se obavezuje da će realizovati
fazu dva (izgradnju dodatne kasete deponije) što
znači da SUINVESTITOR mora da konstruiše
projekat, dobije sve potrebne dozvole i obavi
građevinske radove u svoje ime i o svom trošku.

COINVESTOR undertakes to realize phase two
(building of an additional cassette of the landfill),
meaning that COINVESTOR has to design the
project, obtain all necessary permits and execute
the construction works in its own name and at its
own expense.

INVESTITOR je obavezan da pruži maksimalnu
podršku SUINVESTITORU prilikom dobijanja
potrebnih dozvola i odobrenja.

INVESTOR is obliged to support COINVESTOR
with best effort in obtaining necessary permits and
approvals.

UPIS U REGISTAR

Član 17

REGISTRATION

Article 17

Da bi projekat bio uredno upisan u registar
INVESTITOR je obavezan da, najkasnije u roku
od 10 dana nakon izvršenja svoje obaveze da
završi građevinske radove iz faze jedan u skladu

In order to have the project duly registered,
INVESTOR is obliged to, no later than 10 days
after fulfilling its obligation to finish the
construction works of phase one due to Article 15

sa Članom 15 ovog Ugovora, preduzme sledeće: hereof, undertake the following:

- a) Bez odlaganja počne postupak odgovarajućeg upisa u zemljišne / javne registre novog komunalnog objekta, za koji je dobijena odgovarajuća Upotrebna dozvola.
- a) Start the process of the appropriate registration of the new communal facility in the land/public registries, for which the proper Utilization permit shall be obtained without delay.
- b) Upis komunalnog objekta u registar mora se obaviti u skladu sa realnim finansijskim i drugim ulaganjima Strana u skladu sa ovim Ugovorom, tako da, u skladu sa fazom izgradnje u vreme zaključenja ovog Ugovora INVESTITOR postane suvlasnik sa svojim idealnim delom odgovarajućeg komunalnog objekta, a SUINVESTITOR će, u skladu sa ulaganjima u završena poboljšanja izgradnje navedenog objekta, postati suvlasnik svog idealnog dela objekta.
- b) The registration of the communal facility shall be performed according to the real financial and other investments of the Parties carried out under this Contract, so that, pursuant to the stage of the construction at the time of concluding this Contract the INVESTOR shall become co-owner with its ideal part of the respective communal facility, and the COINVESTOR shall, according to investments in the completion and improvement of the construction of the said facility, become co-owner with its ideal part of the facility.
- c) Ispi princip će se primenjivati na upis u registar faze dva projekta.
- c) the same principle shall apply to the registration of phase two of the project.

NAČIN FINANSIRANJA I STICANJE PRAVA

MODALITY OF FINANCING AND ACQUISITION OF RIGHTS

Član 18

Article 18

Strane zajednički izjavljuju da će finansiranje preostale izgradnje komunalnog objekta, koji je

The Parties are jointly stating that the financing of the remainder of the construction of the communal

predmet ovog Ugovora, biti sprovedeno na sledeći način:

facility, being the subject of this Contract, will be carried out in the following way:

- a) INVESTITOR će bez odlaganja, završiti izgradnju faze jedan kako je naznačeno u Članu 15 a) ovog Ugovora, o sopstvenom trošku.
- b) SUINVESTITOR mora, u skladu sa Članom 15 b) ovog Ugovora, obaviti i finansirati sve radove i pružiti sve usluge kako je naznačeno, a koje se odnose na završetak i/ili poboljšanje izgradnje komunalnog objekta u fazi jedan.
- c) Pored toga, SUINVESTITOR mora, u skladu sa Članom 16, sprovesti i finansirati realizaciju faze dva projekta u vreme kada je to potrebno da bi pružio usluge čije pružanje mu je povereno po osnovu Ugovora o poveravanju, koji je zaključen između INVESTITORA i .A.S.A. International Environmental Services GmbH na dan 09.03.2007.
- a) The INVESTOR will, without delay, finish the construction of phase one as stated in Article 15 a) hereof at its own expense.
- b) The COINVESTOR shall, pursuant to the Article 15 b) hereof, perform and finance all works and services as stated related to finishing and/or improvement of construction of phase one of the communal facility
- c) In addition, COINVESTOR shall, pursuant to Article 16, perform and finance the realization of phase two of the project at the time this is necessary to perform the services entrusted by the Entrustment Agreement which was concluded between INVESTOR and .A.S.A. International Environmental Services GmbH on March 9th 2007.

Član 19

Article 19.

Nakon ispunjenja obaveza u skladu sa ovim Ugovorom, INVESTITOR stiče pravo vlasništva nad svojim idealnim delom završenog komunalnog objekta a SUINVESTITOR stiče pravo vlasništva nad svojim idealnim delom završenog komunalnog objekta u pogledu faze

Upon performing the obligations pursuant to this Contract, the INVESTOR acquires the ownership right to its ideal part of the finished communal facility and the COINVESTOR acquires its ownership right to the ideal part of the finished communal facility as regards phase one.

jedan.

Isti princip se primenjuje na fazu dva, što znači da vlasništvo u fazi dva mora biti proporcionirano u skladu sa odgovarajućim doprinosom svake Strane u pogledu realizacije faze dva.

The same principle shall apply to phase two, meaning that ownership of phase two shall be apportioned according to the respective financial contribution of each Party as regards realization of phase two.

Član 20

Article 20

Nakon završetka izgradnje INVESTITOR, ovim neopozivo dozvoljava SUINVESTITORU, u skladu sa Upotrebnom dozvolom i nakon dobijanja potvrde o plaćanju kojom se potvrđuje izmirenje obaveza u skladu sa ovim Ugovorom, da upiše u registar pravo vlasništva nad završenim komunalnim objektom u zemljišne /javne registre na svoje ime, i u srazmeri utvrđenoj u Članu 19 ovog Ugovora.

After the completion of the construction the INVESTOR hereby irrevocably allows the COINVESTOR, pursuant to the Utilization permit and upon the payment receipt confirming the settlement of obligations according to this Contract, to register the title for the finished communal facility in the land/public register to his own name, and in the portion set by the Article 19 hereof.

Član 21

Article 21

U slučaju da INVESTITOR iz bilo kog razloga ne ispuni svoju finansijsku obavezu naznačenu u Članovima 15 a) i 18 a) ovog Ugovora, SUINVESTITOR će biti obavezan da to finansira iz svojih sopstvenih izvora.

In case that the INVESTOR does not fulfill his financial obligation set out in articles 15 a) and 18 a) hereof for any reason, the COINVESTOR is obliged to finance it from his own resources.

Strane su saglasne da u slučaju da dođe do okolnosti navedenih u prvom stavu ovog Člana, SUINVESTITOR stiče pravo da sam nastavi sa

The Parties agree that in case of the circumstances mentioned in the previous paragraph of this Article, the COINVESTOR acquires the right to

realizacijom kompletnog projekta iz svojih sopstvenih sredstava, na takav način što će finansirati sve troškove izgradnje do potpunog završetka predmetnog projekta. Na ovaj način, SUINVESTITOR bi preuzeo sve finansijske obaveze INVESTITORA kao u Članovima 15 a9 i 18 a) ovog Ugovora.

continue on his own the realization of the complete project from his own resources, in the way that he will finance all expenses of building to the full completion of the project in subject. In this way, the COINVESTOR would take over all other financial obligations of the INVESTOR as in article 15 a) and 18 a) hereof.

Ukoliko se steknu uslovi za primenu odredbi ovog člana, Strane su saglasne da reše njihove nove međusobne odnose posebnim Aneksom uz ovaj Ugovor – koji će biti u potpunosti u skladu sa novim uslovima, ali će takođe uzimati u obzir dogovoreno plaćanje zakupa (zakupninu) u skladu sa Članom 3 ovog Ugovora, što se zasniva na pretpostavci da INVESTITOR izvršava sve svoje obaveze u skladu sa ovim Ugovorom.

If conditions for applying the regulations of this article should arise, the Parties agree to settle their new mutual relations by separate Annex to this Contract – which would completely be in accordance to the new conditions, but also taking into consideration the agreed lease payment (rent) pursuant to Article 3 hereof, which is based on the assumption that INVESTOR fulfills all its obligations pursuant to this Agreement.

OSTALE ODREDBE

OTHER PROVISIONS

Član 22

Article 22.

Nevažnost ili ništavost jedne od odredbi iz ovog Ugovora neće uticati na celovitost Ugovora niti na druge odredbe ovog ugovora. U slučaju nevažnosti ili ništavosti jedne od odredbi, Strane su obavezne da istu zamene drugom odredbom, koja će podjednako odražavati ekonomske interese Strana kao i smisao i svrhu ovog Ugovora.

Invalidity or nullity of one of the provisions in this Contract shall not have influence on the wholeness of the Contract nor on all other provisions hereof. In case of invalidity or nullity of one of the provisions, the Parties are obliged to replace them with other provisions, which would equally balance economic interests of the Parties as well as the sense and point of this Contract.

Član 23.

U slučaju spora, 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.

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.

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

Član 24.

Ovaj Ugovor će biti obavezujući za sve pravne sledbenike ugovornih strana, uključujući i bilo koje buduće vlasnike zakupljenog zemljišta.

Article 23.

In case of a dispute, 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.

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.

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

Article 24

This Agreement shall also be binding for any legal successors of the parties, including any future owners of the leased land.

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

Should any provisions of the present contract 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 Partners' intention.

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.

The Partners accept that subject to the applicable laws and regulations some of the provisions, claims and obligations contained in this contract 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.

Bilo koja izmena ili dopuna ovog Ugovora (uključujući i član koji nameće ovu obavezu) se mora izvršiti u pisanoj formi.

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

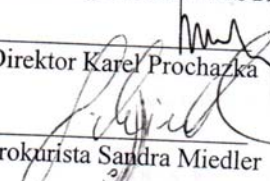
Ovaj ugovor je sačinjen u 10 identičnih primeraka na srpskom i engleskom jeziku, od kojih 2 primerka zadržava sud, 4 primerka zadržava Zakupodavac, a 4 primerka Zakupac. U slučaju spora u vezi sa interpretacijom ovog Ugovora,

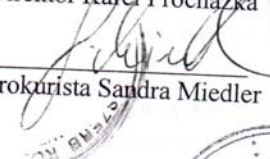
This contract is executed in 10 identical copies in Serbian and English language, which 2 copies are kept by the court, 4 copies for the Lessor, and 4 copies for the Lessee. In the case of dispute concerning the interpretation of this Contract,

preovladjujuća će biti srpska verzija Ugovora.

Serbian version of the Contract shall prevail.

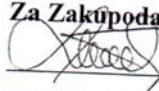
Za Zakupca/SUINVESTITORA:


Direktor Karel Prochazka


Prokurista Sandra Miedler

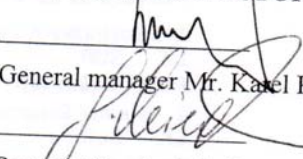


Za Zakupodavca/INVESTITORA:


Predsednik Opštine, Dr. Branislav Blazić



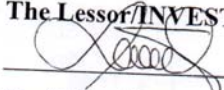
The Lessee/COINVESTOR:


General manager Mr. Karel Prochazka


Procurist Sandra Miedler



The Lessor/INVESTOR:


President of Municipality, Dr. Branislav Blazic

