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| **NACRT UGOVORA O STATUSNOJ PROMENI IZDVAJANJE UZ PRIPAJANJE** | **DRAFT AGREEMENT ON STATUS CHANGE – SPIN-OFF BY ACQUSITION**  |
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| Ovaj Ugovor o statusnoj promeni izdvajanje uz pripajanje (u daljem tekstu: "**Ugovor**") je zaključen u Beogradu, dana [\_\_\_] godine, između: | This Agreement on status change spin-off by acquisition (hereinafter as "**Agreement**") is concluded in Belgrade, on [\_\_\_] between: |
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| **A1 Srbija d.o.o. Beograd**, društva sa ograničenom odgovornošću, osnovanog u Republici Srbiji, sa sedištem u Beogradu, Novi Beograd, Milutina Milankovića 1ž, matični broj 20220023 (u daljem tekstu "**A1 Srbija**" ili "**Prenosilac**"), koje zastupa [\_\_\_], kao društvo-prenosilac, | **A1 Srbija d.o.o. Beograd**, a limited liability company incorporated in the Republic of Serbia, with its registered seat in Belgrade, Novi Beograd, Milutina Milankovića 1ž, company identification number: 20220023 (hereinafter as "**A1 Srbija**" or "**Transferor**"), which is represented by \_\_\_\_\_\_\_\_\_, as a company – transferor,  |
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| **A1 TOWERS INFRASTRUCTURE d.o.o. Beograd-Novi Beograd**, društva sa ograničenom odgovornošću, osnovanog u Republici Srbiji, sa sedištem u Beogradu, Novi Beograd, Milutina Milankovića 1ž, matični broj: 21645575 (u daljem tekstu "**A1 Towers**" ili "**Sticalac**"), koje zastupa [\_\_\_], kao društvo-sticalac, | **A1 TOWERS INFRASTRUCTURE d.o.o. Beograd-Novi Beograd**, a limited liability company incorporated in the Republic of Serbia, with its registered seat in Belgrade, Novi Beograd, Milutina Milankovića 1ž, company identification number: 21645575 (hereinafter as: "**A1 Towers**" or "**Transferee**") which is represented by \_\_\_\_\_\_\_\_\_, as a company – transferee, |
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| (u daljem tekstu zajednički kao: "**Ugovorne strane**", a pojedinačno kao: "**Ugovorna strana**"). | (collectively referred to as the "**Parties**" and individually as the "**Party**"). |
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| **BUDUĆI DA**: | **WHEREAS**:  |
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| 1. je na dan zaključenja ovog Ugovora, **MOBILKOM CEE BETEILIGUNGSVERWALTUNG GMBH**,sa sedištem u Beču, Lassallestrasse 9,matični broj: FN 280783 t ("**Mobilkom**" ili "**Član**"), jedini član društva A1 Srbija, te da ukupan upisani i uplaćeni novčani osnovni kapital A1 Srbija registrovan kod Agencije za privredne registre Republike Srbije (u daljem tekstu: "**APR**") iznosi 397.848.400,00 RSD , a ukupan upisani i unet nenovčani osnovni kapital A1 Srbija registrovan kod APRa iznosi 5.951.424.969,93 RSD.
 | 1. on the day of signing of this Agreement, **MOBILKOM CEE BETEILIGUNGSVERWALTUNG GMBH**, with its registered seat in Vienna, Lassallestrasse 9, registration number: FN 280783 t ("**Mobilkom**" or "**Shareholder**"), is the sole shareholder of A1 Serbia, and that the total subscribed and paid-in monetary share capital of A1 Serbia, registered with the Business Registers Agency of the Republic of Serbia (hereinafter as "**SBRA**") amounts RSD 397,848,400.00 and total subscribed and contributed non-monetary share capital of A1 Serbia registered with SBRA amounts RSD 5,951,424,969.93.
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| 1. je na dan zaključenja ovog Ugovora, **Mobilkom** je takođe registrovan kao jedini član društva A1 Towers, te da ukupan upisani i uplаćeni novčani kapital A1 Towers registrovan kod APR iznosi 118.000,00 RSD.
 | 1. on the day of signing of this Agreement **Mobilkom** is registered also as the sole shareholder of the company A1 Towers, and that total subscribed and paid-in monetary share capital of A1 Towers registered with SBRA amounts to RSD 118,000.00, in cash.
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| 1. Osnivačkim aktom Sticaoca je kao pretežna delatnost registrovana sledeća delatnost: 61.20 Bežične telekomunikacije. Sticalac obavlja delatnost pružanja usluga iznajmljivanja infrastrukture koja se koristi za obavljanje delatnosti elektronskih komunikacija i svih pratećih usluga, kao i usluge izgradnje, postavljanja i održavanja odnosne infrastrukture. ("**Poslovanje**").
 | 1. By the virtue of the Memorandum of Association of Transferee the following business activity is registered as the main business activity: 61.20 Wireless telecommunications. The Transferee performs activity of leasing infrastructure used for electronic communications and related services, as well as services related to construction, installation and maintenance of the said infrastructure ("**Business**").
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| 1. Prenosilac namerava da prenese imovinu i zaposlene, kao i pripadajuća prava i obaveze koja je sa tom imovinom povezana, detaljno opisanu u članovima 4. do 8. i Prilozima 1 do 11 ovog Ugovora, na Sticaoca, koja je neophodna za obavljanje Poslovanja, putem statusne promene izdvajanja uz pripajanje (u daljem tekstu: "**Statusna promena**") na osnovu, u skladu sa i pod uslovima ovog Ugovora i člana 489. stava 1. tačke 2. Zakona o privrednim društvima.
 | 1. The Transferor intends to transfer the assets and the employees, as well as the accompanying rights and obligations related with those assets, described in detail in the Articles 4 to 8 and the Schedules 1 to 11 of this Agreement, to the Transferee, which is necessary to conduct the Business, through a status change of spin-off by acquisition (hereinafter: "**Status change**") on the basis of, in accordance with and under the terms of this Agreement and the Article 489 paragraph 1 item 2 of the Companies Act.
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| 1. je Prenosilac pripremio deobni bilans zaključno sa danom 30.06.2022. godine u skladu sa članom 491. stav 3. tačka 2. Zakona o privrednim društvima, a koji je priložen ovom Ugovoru kao Prilog 1 (u daljem tekstu: "**Deobni bilans**").
 | 1. the Transferor has prepared the division balance sheet dated 30 June 2022 in accordance with the Article 491 paragraph 3 item 2 of the Companies Act, which is attached to this Agreement as Schedule 1 (hereinafter: "**Division balance sheet"**).
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| 1. je nacrt Ugovora pripremljen i objavljen na internet stranici Prenosioca dana [ ] i internet stranici Sticaoca [ ], kao i da je nacrt Ugovora objavljen dana [ ] na internet stranici Registra privrednih subjekata koji se vodi pri APR-u, a sve u skladu sa članom 495. Zakona o privrednim društvima, kao i da se objavljivanjem nacrta ovog Ugovora na internet stranici APR-a, poverioci Prenosioca i Sticaoca smatraju obaveštenim o Statusnoj promeni, u skladu sa članom 495. stav 5. Zakona o privrednim društvima.
 | 1. the draft of the Agreement has been prepared and published on the Transferor's website on [ ] and the Transferee's website on [ ], and the draft of the Agreement has been published on the website of the SBRA on [ ], all in accordance with Article 495 of the Companies Act, and that by publishing the draft of this Agreement on the website of APR, the creditors of the Transferor and the Transferee were considered notified of the Status change, in accordance with the Article 495 paragraph 5 of the Companies Act.
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| 1. su Prenosilac i Sticalac Članu omogućili uvid u akta i dokumenta u sedištima Prenosioca i Sticaoca, u skladu sa članom 496. Zakona o privrednim društvima.
 | 1. the Transferor and the Transferee provided to the Shareholder insight into the acts and documents at the registered offices of the Transferor and the Transferee, in accordance with Article 496 of the Companies Act.
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| 1. su Prenosilac i Sticalac, u zakonskom roku, obavestili svoje poznate poverioce čija potraživanja iznose najmanje 2.000.000,00 RSD, o sprovođenju Statusne promene, u svemu u skladu sa članom 497. Zakona o privrednim društvima.
 | 1. the Transferor and the Transferee, within the deadline imposed by the law, informed their known creditors whose claims amount to at least 2,000,000.00 RSD, about the implementation of the Status change, in accordance with the Article 497 of the Companies Act.
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| 1. je Mobilkom u svojstvu člana/skupštine Prenosioca i Sticaoca, u skladu sa članom 490. stavovi 4, 5. i 6. Zakona o privrednim društvima, saglasan da se za potrebe Statusne promene neće pripremati finansijski izveštaji, izveštaj revizora kao ni izveštaji odbora direktora, a o čemu su donete odgovarajuće izjave.
 | 1. Mobilkom, in its role of the shareholder/general meeting of the Transferor and the Transferee, in accordance with the Article 490 paragraphs 4, 5 and 6 of the Companies Act, agrees that for the purpose of realization of the Status change no financial reports, audit report nor reports of the management are prepared, while the appropriate statements are adopted related thereto.
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| 1. je Mobilkom kao jedini član Prenosioca, u svojstvu skupštine Prenosioca, usvojio Odluku o statusnoj promeni izdvajanja uz pripajanje dana [ ] koja potvrđuje ovaj Ugovor, kao i Odluku o izmenama osnivačkog akta Prenosioca dana [ ], a koji nacrt osnivačkog akta je dat u Prilogu 2a ovog Ugovora.
 | 1. Mobilkom, as the sole shareholder of the Transferor, in the capacity of the General Meeting of the Transferor, adopted the Resolution on the status change of spin-off by acquisition dated [ ] which confirms this Agreement, as well as the Amendments to Memorandum of Association of Transferor dated [ ], which draft of the Amendments to Memorandum of Association is attached to this Agreement as Schedule 2a.
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| 1. je Mobilkom kao jedini član Sticaoca, u svojstvu skupštine Sticaoca, usvojio Odluku o statusnoj promeni izdvajanja uz pripajanje dana [ ] koja potvrđuje ovaj Ugovor o statusnoj promeni, kao i Odluku o izmenama osnivačkog akta Sticaoca dana [ ], a koji nacrt osnivačkog akta je dat u Prilogu 2b ovog Ugovora.
 | 1. Mobilkom, as the sole shareholder of the Transferee, in its capacity of the General Meeting of the Transferee, adopted the Resolution on the status change of spin-off by acquisition dated [ ] which confirms this Agreement, as well as the Amendments to Memorandum of Association of the Transferee [ ], which draft of the Amendments to Memorandum of Association is attached to this Agreement as Schedule 2b.
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| Ugovorne strane su se dogovorile kako sledi: | The Parties agreed as follows:  |
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| 1. **Predmet i cilj Ugovora**
 | 1. **Subject and purpose of the Agreement**
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| Ovim ugovorom uređuje se sprovođenje Statusne promene. Cilj sprovođenja Statusne promene je prenos imovine, sa Prenosioca na Sticaoca, koja je neophodna za obavljanje Poslovanja, tako da nakon Statusne promene Sticalac ima neophodnu infrastrukturu za obavljanje Poslovanja i to korišćenjem imovine koju je stekao Statusnom promenom. Prenosilac prenosi na Sticaoca, a Sticalac prihvata i preuzima svu pokretnu i nepokretnu imovinu, sve ugovore, sva prava i obaveze, navedene u članovima 4. do 8. i Prilozima 1 do 11 ovog Ugovora ("**Preneta imovina**"). Prenosilac na Sticaoca prenosi određene ugovore o radu sa zaposlenima, a u skladu sa članom 9. ovog Ugovora ("**Zaposleni**"). | This Agreement regulates the implementation of the Status change. The purpose of implementing the Status change is the transfer of assets from the Transferor to the Transferee, which assets is necessary to perform the Business, so that after the Status change the Transferee has the necessary infrastructure to conduct the Business using the assets acquired by the Status change. The Transferor transfers to the Transferee, and the Transferee accepts and takes over all movable and immovable assets, all agreements, right and obligations listed in the Articles 4 to 8 and the Schedules 1 to 11 of this Agreement ("**Transferred Assets**"). The Transferor shall transfer to the Transferee certain employment contracts with its employees, in accordance with the Article 9 of this Agreement ("**Employees**"). |
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| Sprovođenjem Statusne promene, Sticalac će steći infrastrukturu – imovinu kao i zaposlene neophodnu za obavljanje Poslovanja. Ujedno, sprovođenjem Statusne promene obezbeđuje se efikasnost poslovnog modela, racionalnost upravljanja, kao i veća konkurentnost uz istovremeno povećanje kvaliteta usluga koje Prenosilac i Sticalac pružaju na tržištu, kao i bržem prilagođavanju tehnološkom razvoju.  | By implementing the Status change, the Transferee will acquire the infrastructure - the assets as well as the employees necessary to perform the Business. At the same time, the implementation of the Status change ensures the efficiency of the business model, rational management, as well as greater competitiveness while increasing the quality of services provided by the Transferor and the Transferee on the market, as well as faster adaptation to technological development. |
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| 1. **Vrednost i opis Prenete imovine**
 | 1. **Value and description of Transferred Assets**
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| Imovina, prava i obaveze koji se prenose ovim Ugovorom prenose se prema njihovoj knjigovodstvenoj vrednosti koja je naznačena u Deobnom bilansu tako da će Prenosilac preneti, a Sticalac steći prava čija vrednost iznosi 4.980.058.350,26 RSD i obaveze čija vrednost iznosi 4.824.745.897,69 RSD, tako da neto vrednost Prenete imovine iznosi 155.312.452,56RSD. Preneta imovina, opisana je ovim Ugovorom i odgovarajućim Prilozima istom.**Napomena:** *Gore navedene vrednosti iskazane su prema Deobnom bilansu na dan 30.06.2022. godine. Međutim, procenjuje se da će, u periodu od datuma objavljivanja ovog Ugovora o statusnoj promeni do Dana pravnog dejstva, doći do dodatnih investicionih aktivnosti (ulaganja u nabavku solarnih panela i redovna ulaganja) koja će usloviti povećanje imovine koja se izdvaja (uvećanje vrednosti Prenete imovine), u odnosu na vrednost Prenete imovine prikazane ovom članu 2. i u Deobnom bilansu na dan 30.06.2022. godine. Procenjeni iznos uvećanja Prenete imovine (u odnosu na vrednosti iskazane u ovom članu 2. kao i u Deobnom bilansu na dan 30.06.2022. godine) je 565.515.642,00 RSD. Tačan opis i vrednost Prenete imovine u vreme registracije statusne promene, biće navedeni u potpisanom Ugovoru o statusnoj promeni, kao i Deobnom bilansu priloženom uz Ugovor o statusnoj promeni.* | The assets, rights and obligations transferred by this Agreement are transferred according to their book value indicated in the Division Balance Sheet so that the Transferor will transfer, and the Transferee will acquire rights whose value amounts to RSD 4,980,058,350.26, and liabilities whose value amounts to RSD 4,824,745,897.69, so that the net value of the Transferred Assets is RSD 155,312,452.56. The Transferred Assets is described in this Agreement and the relevant Schedules thereto.**Note:** *The above values are given based on the Division Balance Sheet as of 30 June 2022. However, it is envisaged that, in the period from the date of publication of the draft Agreement, until the Legal Effect Day, there will be additional investment activities (investments in the solar panels, as well as the regular investments), that will result in the increase of the value of the assets to be transferred (increase of the value of the Transferred Assets) compared to the value presented in this Article 2 and the Division Balance Sheet as of 30 June 2022. The estimated value of such increase (compared to the values presented in this Article 2 and the Division Balance Sheet as of 30 June 2022) is RSD 565,515,642.00 RSD. The exact value and the description of Transferred Assets at the time of registration of this status change - will be stated in the concluded Agreement on status change, as well as in the Division Balance Sheet attached to the Agreement on status change*. |
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| 1. **Dan pravnog dejstva i Dan obračuna**
 | 1. **Legal Effect Day and Calculation Day**
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| Dan na koji je Statusna promena registrovana u APRu smatraće se danom na koji je Preneta imovina preneta na Sticaoca sa posledicama koje su propisane članom 505. Zakona o privrednim društvima (u daljem tekstu: "**Dan pravnog dejstva**"). Od 01.11.2022. godine, kao prvog dana nakon dana sa kojim je sačinjen Deobni bilans, sve transakcije Prenosioca u pogledu Prenete imovine smatraće se u ekonomskom smislu transakcijama Sticaoca i od tog datuma, u računovodstvene svrhe, ove transakcije će se smatrati transakcijama sprovedenim u ime Sticaoca u skladu sa članom 491. stav 2. tačka 6. Zakona o privrednim društvima (u daljem tekstu: "**Dan obračuna**"). | The day on which the Status change is registered in the SBRA will be considered as the day on which the Transferred Assets was transferred to the Transferee with the consequences prescribed by the Article 505 of the Companies Act (hereinafter: "**Legal Effect Day**"). As of 01 November 2022, as the first day after the day on which the Division balance sheet was made, all transactions of the Transferor in respect of the Transferred Assets shall be considered in economic terms as transactions of the Transferee and from that date, for accounting purposes, these transactions would be considered as transactions conducted on behalf of Transferee in accordance with the Article 491, paragraph 2, item 6 of the Companies Act (hereinafter: "**Calculation Day**"). |
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| Rizik od propasti i oštećenja bilo kog dela Prenete imovine, kao i koristi, prelaze sa Prenosioca na Sticaoca Danom obračuna. | The risk of loss and damage to any part of the Transferred Assets, as well as the benefits, is transferred from the Transferor to the Transferee on the Calculation Day. |
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| 1. **Prenos imovine**
 | 1. **Transfer of assets**
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| Prenosilac ovim prenosi na Sticaoca i Sticalac ovim prihvata prenos svih Prenosiočevih prava i ovlašćenja (uključujući očekivana prava) na imovini koja se isključivo koristi za potrebe Poslovanja na Dan pravnog dejstva, a koja je izričito navedena u Prilogu 3 ovog Ugovora (u daljem tekstu: "**Imovina**"). | The Transferor hereby transfers to the Transferee and the Transferee hereby accepts the transfer of all Transferor's rights and authorizations (including expected rights) on assets used exclusively for Business on the Legal Effect Day, which is explicitly given in the Schedule 3 to the Agreement (hereinafter: "**Assets**"). |
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| Imovina naročito obuhvata i: | The Assets particularly include: |
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| 1. Nosače telekomunikacione opreme, odnosno krovne nosače telekomunikacione opreme i atenske stubove koji nisu registrovani u katastru nepokretnosti, a izgrađeni su na osnovu odobrenja za izvođenje radova ili druge odgovarajuće dozvole, odnosno akta, a koji akti su navedeni u Prilogu 4.a ovog Ugovora;
 | 1. Rooftop sites and greenfield towers which are not registered in the Real Estate Cadastre, but have been constructed based on permit allowing construction or other relevant document, which permits and/or documents are given in Schedule 4a of the Agreement;
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| 1. Antenske stubove, odnosno nosače telekomunikacione opreme, registrovane u katastru nepokretnosti i navedene u Prilogu 5 ovog Ugovora;
 | 1. Greenfield towers, which are registered in the Real Estate Cadastre and given in Schedule 5 of the Agreement;
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| 1. Antenske stubove, odnosno nosače telekomunikacione opreme, koji su izgrađeni bez odgovarajućeg odobrenja za izvođenje radova ili druge odgovarajuće dozvole, a za koje su pokrenuti postupci ozakonjenja, koji postupci su navedeni u Prilogu 4.b ovog Ugovora;
 | 1. Greenfield towers, which have been constructed without permit allowing construction or other required permit, for which a legalization procedure has been initiated, and the list of relevant procedures is given in Schedule 4b of the Agreement;
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| 1. Antenske stubove, odnosno nosače telekomunikacione opreme, koji su izgrađeni bez odgovarajućeg odobrenja za izvođenje radova ili druge odgovarajuće dozvole, i za koje nisu pokrenuti postupci ozakonjenja, a koji antenski stubovi su navedeni u Prilogu 4.c ovog Ugovora;
 | 1. Greenfield towers, which have been constructed without permit allowing construction or other required permit, for which a legalization procedure has not been initiated, and are given in Schedule 4c of the Agreement;
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| 1. Temeljne armirane betonske ploče na koje se postavljaju antenski stubovi, odnosno nosači telekomunikacione opreme, a koji antenski stubovi su detaljno navedeni u Prilozima 4 i 5 ovog Ugovora;
 | 1. reinforced concrete slab foundations used for installation of greenfield towers, which greenfield towers are given in Schedules 4 and 5 of the Agreement;
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| Prenos Imovine sa Prenosioca na Sticaoca biće izvršen Danom pravnog dejstva. | The Movable Assets are transferred from Transferor to Transferee as of the Legal Effect Day. |
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| Sticalac će državinu na Imovini preuzeti na Dan pravnog dejstva ili čim to bude moguće nakon toga.  | The Transferee will take over the Movable Assets at the Legal Effect Day or as soon as practicable after this day.  |
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| U vezi sa Imovinom navedenom u tačkama 3) i 4), stav 2. ovog člana, Sticalac je ovlašćen da se nakon Dana pravnog dejstva u povezanim postupcima legitimiše kao stranka i od nadležnih organa zatraži izdavanje odgovarajućih akata o ozakonjenju na njegovo ime, te da tamo gde već nisu pokrenuti, eventualno pokrene odgovarajuće postupke ozakonjenja. | In relation to the Assets referred to in points 3) and 4), paragraph 2 of this Article, as of Legal Effect Day, the Transferee is authorized to identify himself as a party in the related procedures and to request from the competent authorities to issue appropriate legal acts in his name, and to initiate legalization procedures where such procedures have not already been initiated.  |
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| 1. **Prenos ugovora**
 | 1. **Transfer of agreements**
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| Prenosilac ovim prenosi i ustupa, a Sticalac ovim prihvata prenos i preuzima, sa potpunim oslobođenjem Prenosioca, sva Prenosiočeva prava, zahteve, potraživanja, koje proizilaze i/ili su u vezi sa ugovorima koji su izričito navedeni u Prilozima ovog Ugovora, a kako su dole navedeni (u daljem tekstu: "**Ugovori koji se prenose**"). | The Transferor hereby transfers and assigns, and the Transferee hereby accepts the transfer and undertakes, with the complete release of the Transferor, all the Transferor's rights, requests, claims, which arise and/or are related to the agreements given in the Schedules to this Agreement as specified below (hereinafter: "**Transferred Agreements**"). |
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| Ugovori koji se prenose naročito obuhvataju: | The Transferred Agreements particularly include: |
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| 1. Ugovore koji se odnose na pravo korišćenja lokacija na kojima su postavljeni, odnosno izgrađeni nosači telekomunikacione opreme i ostala prateća oprema koja se koristi u cilju obavljanja Poslovanja, a koja je predmet prenosa sa Prenosioca na Sticaoca i to:
 | 1. Agreements allowing use of locations where the greenfield towers, rooftop sites and other accompanying equipment that is used in order to conduct Business have been installed or constructed, and which is the subject of transfer from the Transferor to the Transferee, as follows:
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| * Ugovori o pravu zakupa navedeni u Prilogu 6 ovog Ugovora;
 | * Lease agreements given in Schedule 6 to the Agreement;
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| * Ugovori o ustanovljavanju prava službenosti navedeni u Prilogu 7 ovog Ugovora;
 | * Easement agreements given in Schedule 7 to the Agreement;
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| * Ugovori o zakupu poslovnih prostorija navedeni u Prilogu 8 ovog Ugovora;
 | * Agreements on lease of business premises given in Schedule 8 to the Agreement;
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| 1. Ugovori zaključeni po osnovu okvirnih ugovora o pružanju usluga kolokacije, i to Ugovora o pružanju usluge kolokacija zaključenog sa Telekom a.d. Beograd dana 02.03.2010. godine i Glavnog ugovora o pružanju usluge kolokacija zaključenog sa Telenor d.o.o. Beograd dana 25.03.2010. godine, a koji ugovori su navedeni u Prilogu 9 ovog Ugovora;
 | 1. Agreements concluded on the basis of framework agreements on collocation services, specifically Agreement on collocation service concluded with Telekom a.d. Beograd on 2 March 2010 and Main agreement on collocation service and site sharing concluded with Telenor d.o.o. Beograd on 25 March 2010, given in Schedule 9 to this Agreement;
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| 1. Ugovor o potpunom snabdevanju električnom energijom zaključen sa JP Elektroprivreda Srbije, ogranak EPS snabdevanje dana 15.03.2021. godine;
 | 1. Agreement on electrical energy supply concluded with Public Entity Elektroprivreda Srbije, branch EPS snabdevanje on 15 March 2021;
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| 1. Sporazum o međusobnoj saradnji zaključen sa Ministarstvom unutrašnjih poslova - Sektor za analitiku, telekomunikacione i informacione tehnologije dana 07.10.2016. godine, dok su pojedinačni ugovori zaključeni po osnovu napred navedenog sporazuma navedeni u Prilogu 6 ovog Ugovora;
 | 1. Agreement on mutual cooperation concluded with Ministry of Interior - Sector for analytics, telecommunication and information technologies on 7 October 2016, while agreements concluded on the basis of the aforementioned agreement are listed in Schedule 6 to the Agreement;
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| 1. Ugovor o isporuci, montaži i održavanju sistema solarnih panela zaključen sa Enel PS d.o.o. Beograd dana 11.08.2022. godine
 | 1. Agreement on delivery, installation and maintenance of solar panel systems concluded with ENEL PS d.o.o. Beograd on 11 August 2022.
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| Prenos svih Ugovora koji se prenose sa Prenosioca na Sticaoca biće izvršen Danom pravnog dejstva. Prenosilac i Sticalac će nakon Dana pravnog dejstva slanjem pisanog obaveštenja obavestiti druge ugovorne strane iz Ugovora koji se prenose o izvršenom prenosu.  | The transfer of Transferred Agreements shall be effective as of the Legal Effect Day. After the Legal Effect Day, the Transferor and Transferee shall, by sending a written notification, notify on the transfer the counterparties of the Transferred Agreements. |
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| 1. **Prenos obaveza**
 | 1. **Transfer of obligations**
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| Prenosilac ovim prenosi, a Sticalac ovim prihvata, sa dejstvom potpunog oslobođenja Prenosioca, sva dugovanja, terete, obaveze i rizike Prenosioca u vezi sa Prenetom imovinom i sa dejstvom od Dana pravnog dejstva, a koje su navedene u Deobnom bilansu u Prilogu 1 ovog Ugovora. Osim ovde navedenih, Prenosilac ne prenosi na Sticaoca druge pojedinačne finansijske obaveze. | The Transferor hereby transfers, and the Transferee hereby accepts, with the complete release of the Transferor, all debts, burdens, obligations, and risks of the Transferor in connection with the Transferred Assets and with effect as of the Legal Effect Day, that are given in the Division balance sheet in the Schedule 1 to this Agreement. Apart from those hereby stated, the Transferor does not transfer to the Transferee, other individual financial obligations. |
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| 1. **Prenos potraživanja**
 | 1. **Transfer of claims**
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| Osim potraživanja koja se odnose na Prenetu imovinu, Prenosilac ne prenosi na Sticaoca druga pojedinačna finansijska potraživanja. | Apart from the claims attached to the Transferred Assets, the Transferor does not transfer to the Transferee, other individual financial claims. |
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| 1. **Prenos dozvola i akata u vezi sa Prenetom imovinom**
 | 1. **Transfer of permits and documents in relation to the Transferred Assets**
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| Prenosilac ovim prenosi na Sticaoca, a Sticalac ovim prihvata prenos svih dozvola, akata, zahteva, mišljenja, ponuda, tehničkih uslova, saglasnosti, studija, odobrenja, kao i svih drugih dokumenata, i sa njima povezanih prava i obaveza, podnetih, izrađenih, primljenih, poslatih i/ili izdatih na Prenosioca, a u pogledu imovine koja je Sticaocu potrebna za obavljanje Poslovanja, odnosno koje dozvole i akti se odnose na Imovinu (Član 4.) i/ili Ugovore koji se prenose (Član 5.). | The Transferor hereby transfers, and the Transferee hereby accepts transfer of all permits, documents, requests, opinions, offers, technical conditions, consents, studies, approvals, as well as all other documents and related rights and obligations, submitted, prepared, sent, received, and/or issued in the name of the Transferor, in connection with the assets that are used in order to conduct Business i.e. are related to the Assets (Article 4) and/or Transferred Agreements (Article 5).  |
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| Radi izbegavanja sumnje, Prenosilac ovim prenosi na Sticaoca, a Sticalac ovim prihvata prenos svih dozvola, akata, zahteva, mišljenja, ponuda, tehničkih uslova, saglasnosti, studija, odobrenja, kao i svih drugih dokumenata, i sa njima povezanih prava i obaveza, podnetih, izrađenih, primljenih, poslatih i/ili izdatih na Prenosioca, a u pogledu priključenja imovine, koja je Sticaocu potrebna za obavljanje Poslovanja na elektro-distributivnu mrežu, a koje se odnose na Imovinu (Član 4.) i/ili Ugovore koji se prenose (Član 5.).  | For avoidance of doubt, the Transferor hereby transfers, and the Transferee hereby accepts transfer of all permits, documents, requests, opinions, offers, technical conditions, consents, studies, approvals, as well as all other documents and related rights and obligations, submitted, prepared, sent, received, and/or issued in the name of the Transferor in relation to connection of the assets that are used by Transferee in order to conduct Business to electrical distribution network, related to the Assets (Article 4) and/or Transferred Agreements (Article 5). |
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| Prenosilac ovim prenosi na Sticaoca, a Sticalac ovim prihvata prenos svih električnih priključaka i električnih brojila koji se odnose na imovinu koja je Sticaocu potrebna za obavljanje Poslovanja, a koji priključci odnosno brojila su navedeni u Prilogu 10 ovog Ugovora (u daljem tekstu: "**Električni priključci i električna brojila**"). | The Transferor hereby transfers, and the Transferee hereby accepts transfer of all electricity connections and all electricity meters relevant for the assets that are used by Transferee in order to conduct Business, which electricity connections i.e. meters are given in Schedule 10 to this Agreement (hereinafter: "**Electricity connections and electricity meters**"). |
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| Prenos svih dozvola i akata navedenih u ovom Članu, uključujući i Električne priključke i električna brojila, sa Prenosioca na Sticaoca biće izvršen Danom pravnog dejstva. | The permits and documents mentioned in this Article, including Electricity connections and electricity meters are transferred from Transferor to Transferee as of Legal Effect Day. |
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| Sticalac je ovlašćen da se nakon Dana pravnog dejstva u povezanim postupcima legitimiše kao stranka i od nadležnih organa zatraži izdavanje, odnosno prenos dozvola i akata navedenih u ovom Članu, uključujući i Električne priključke i električna brojila, kao i svih ostalih sa njima povezanih akata, na njegovo ime.  | As of the Legal Effect Day, the Transferee is authorized to identify himself as a party in the related procedures and to request from the competent authorities the issue, i.e. transfer permits and documents mentioned in this Article, including Electricity connections and electricity meters and all other related documents, in his name. |
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| 1. **Prenos zaposlenih**
 | 1. **Transfer of employees**
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| Na Dan pravnog dejstva, Zaposleni kod Prenosioca, a koji su navedeni u Prilogu 11 ovog Ugovora, nastaviće sa radom kod Sticaoca, u skladu sa postojećim uslovima rada, a na osnovu člana 147. Zakona o radu | As of the Legal Effect Day, the Employees of the Transferor, as listed in Schedule 11 of this Agreement, shall continue to work for the Transferee, in accordance with the existing terms of employment, all on the basis of Article 147 of the Labour Law. |
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| Prenosilac će najkasnije 15 dana pre planiranog Dana pravnog dejstva obavestiti Zaposlene, u pisanoj formi, o prenosu njihovih ugovora o radu na Sticaoca.  | The Transferor shall, at latest 15 days before the planned Legal Effect Day, notify the Employees in writing about the transfer of their employment contracts to the Transferee.  |
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| 1. **Podaci o zameni udela**
 | 1. **Data on the exchange of shares**
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| Imajući u vidu da je Mobilkom vlasnik 100% udela Prenosioca, kao i da je takođe i vlasnik 100% udela Sticaoca, neće doći do promene u vlasničkoj strukturi Prenosioca i Sticaoca, odnosno Mobilkom ostaje član sa 100% udela u oba društva – u Prenosiocu i Sticaocu. | Bearing in mind that Mobilkom is the owner of 100% of the Transferor's share, as well as that he is the owner of 100% of the Transferee's share, there will be no change in the ownership structure of the Transferor and Mobilkom will remain the shareholder with 100% share in both companies - the Transferor and the Transferee. |
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| 1. **Posebne pogodnosti koje se odobravaju članovima organa uprave Prenosioca i Sticaoca**
 | 1. **Special benefits granted to members of the governing bodies of the Transferor and the Transferee**
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| Članovima organa uprave Prenosioca i Sticaoca ne odobravaju se bilo kakve pogodnosti za potrebe sprovođenje Statusne promene.  | The members of the governing bodies of the Transferor and the Transferee are not granted any benefits for the purposes of implementing the Status change. |
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| 1. **Promene u osnovnom kapitalu Prenosioca i Sticaoca**
 | 1. **Changes in the share capital of the Transferor and the Transferee**
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| Mobilkom je jedini član Prenosioca sa učešćem od 100% u osnovnom kapitalu Prenosioca. Nominalna vrednost udela Prenosioca pre sprovođenja Statusne promene predstavlja ukupni osnovni kapital Prenosioca koji se sastoji od novčanog osnovnog kapitala koji iznosi 397.848.400,00 RSD, i nenovčanog osnovnog kapitala Prenosioca koji iznosi 5.951.424.969,93 RSD. Struktura osnovnog kapitala Prenosioca pre sprovođenja Statusne promene data je u tabeli 1. ispod: | Mobilkom is the sole shareholder of the Transferor with a share of 100 % in the share capital of the Transferor. The nominal value of the Transferor's share before the implementation of the Status change represents the total share capital of Transferor consisting of monetary share capital which amounts RSD 397,848,400.00 and total non-monetary share capital amounts RSD 5,951,424,969.93. The structure of the Transferor's share capital before the implementation of the Status change is given in the Table 1 below: |
| *Tabela 1*: Osnovni kapital Prenosioca pre Statusne promene | *Table 1*: Share capital of the Transferor before the Status change |
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| **Ukupan upisani osnivački kapital**: |
|  |
| Novčani: 397.848.400,00 RSD |
| Nenovčani: 5.951.424.969,93 RSD |
|  |
| **Ukupan uplaćeni/uneti osnivački kapital**: |
|  |
| Novčani: 397.848.400,00 RSD |
| Nenovčani: 5.951.424.969,93 RSD |

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| **Total subscribed share capital**: |
|  |
| Monetary: RSD 397,848,400.00  |
| Non-monetary: RSD 5,951,424,969.93  |
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| **Total paid-in/contributed share capital**: |
|  |
| Monetary: 397,848,400.00 RSD |
| Non-monetary: 5,951,424,969.93 RSD |

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| Kao posledica Statusne promene, dolazi do smanjenja osnovnog kapitala Prenosioca i to smanjenja nenovčanog osnivačkog kapitala za iznos od 155.312.452,56RSD, sve u skladu sa posebnom odlukom o smanjenju kapitala. Osnovni kapital Prenosioca smatra se smanjenim Danom pravnog dejstva. Nakon sprovođenja Statusne promene Mobilkom će biti jedini član Prenosioca sa nominalnom vrednošću udela koja iznosi 6.193.960.917,37 RSD. Struktura osnovnog kapitala Prenosioca nakon sprovedene Statusne promene data je u Tabeli 2. ispod.  | As a consequence of the Status change, the share capital of the Transferor is decreased, namely a decrease in non-monetary share capital by the amount of RSD 155,312,452.56, all in accordance with a separate decision on share capital decrease. The share capital of the Transferor is considered to be a decreased as of Legal Effect Day. After the implementation of the Status change, Mobilkom will be the sole shareholder of the Transferor with a nominal value of the share of RSD 6,193,960,917.37. The structure of the Transferor's share capital after the implementation of the Status change is given in the Table 2 below: |
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| *Tabela 2*: Osnovni kapital Prenosioca nakon Statusne promene

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| **Ukupan upisani i uplaćeni/uneti osnivački kapital**: |
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| Novčani: 397.848.400,00 RSD |
| Nenovčani: 5.796.112.517,37 RSD |
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 | *Table 2*: Share capital of the Transferor after the Status change

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| **Total subscribed and paid-in/contributed share capital**: |
|  |
| Monetary: RSD 397,848,400,00  |
| Non-monetary: RSD 5,796,112,517.37  |
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| **Napomena:** *Gore navedene vrednosti date su prema Deobnom bilansu na dan 30.06.2022. godine. Međutim, procenjuje se da će, u periodu od datuma objavljivanja ovog Ugovora o statusnoj promeni do Dana pravnog dejstva, doći do dodatnih investicionih aktivnosti (ulaganja u nabavku solarnih panela i redovna ulaganja) koja će usloviti uvećanje vrednosti Prenete imovine, a kako je navedeno u Napomeni u članu 2. ovog Ugovora. Odnosno uvećanje vrednosti Prenete imovine, uticaće i na vrednost smanjenja osnovnog kapitala u društvu Prenosiocu, u smislu da će osnovni (nenovčani) kapital Prenosioca, biti smanjen za dodatnih 565.515.642,00 RSD u odnosu na vrednost smanjenja iskazanu u ovom članu 12. kao i u Deobnom bilansu na 30.06.2022. godine. Te bi struktura osnovnog kapitala Prenosioca nakon sprovedene Statusne promene bila kao što je data u Tabeli 3. ispod (a tačne vrednosti smanjenja kapitala Prenosiaca biće izražene u potpisanom Ugovoru o statusnoj promeni, Deobnom bilansu priloženom uz Ugovor o statusnoj promeni i ostaloj pratećoj dokumentaciji).* | **Note:** *The above values are given based on the Division Balance Sheet as of 30 June 2022. However, it is envisaged that, in the period from the date of publication of the draft Agreement, until the Legal Effect Day, there will be additional investment activities (investments in the solar panels, as well as the regular investments), that will result in the increase of the value of the Transferred Assets) as stated in the Note of the Article 2 of this Agreement. Such increase in the value of the Transferred Assets shall affect also the value of the decrease of the share capital of the Transferor, in a manner that the share (non-monetary) capital of the Transferor shall be decreased for the additional RSD 565,515,642.00 RSD, compared to the value of the decrease presented in this Article 12 and the Division Balance Sheet as of 30 June 2022. Hence, the structure of the Transferor's share capital after the implementation of the Status change would be as given in Table 3 below (while the exact values of the decreased share capital will be stated in the concluded Agreement on status change, in the Division Balance Sheet attached to the Agreement on status change, as well as in other underlying documentation.* |
| *Tabela 3: Osnovni kapital Prenosioca nakon Statusne promene (uklj. očekivanu investicionu aktivnost)*

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| ***Ukupan upisani i uplaćeni/uneti osnivački kapital****:* ***5.628.445.275,37 RSD,*** *i to:* |
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| *Novčani: 397.848.400,00 RSD* |
| *Nenovčani: 5.230.596.875,37 RSD* |

 | *Table 3: Share capital of the Transferor after the Status change (including the envisaged investments)*

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| ***Total subscribed and paid-in/contributed share capital****:* ***5,628,445,275.37 RSD,*** *as follows:* |
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| *Monetary: RSD 397,848,400,00*  |
| *Non-monetary: RSD 5,230,596,875.37*  |

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| Kao posledica Statusne promene, dolazi i do povećanja osnovnog kapitala Sticaoca i to povećanje nenovčanog kapitala za iznos od 155.312.452,56 RSD, sve u skladu sa posebnom odlukom o povećanju kapitala. Nakon sprovođenja Statusne promene Mobilkom će biti jedini član Sticaoca sa nominalnom vrednošću udela koja iznosi 155.430.452,56 RSD. Struktura osnovnog kapitala Sticaoca nakon sprovedene Statusne promene data je u Tabeli 4. ispod: | As a consequence of the Status change, the share capital of Transferee is increased, namely an increase in non-monetary share capital by the amount of RSD 155,312,452.56 , all in accordance with a separate decision on share capital decrease. After the implementation of the Status change, Mobilkom will be the sole shareholder of the Transferee with a nominal value of the share of RSD 155,430,452.56. The structure of the share capital of the Transferee after the implementation of the Status change is given in Table 4 below: |
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| *Tabela 4*: Osnovni kapital Sticaoca nakon Statusne promene

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| **Ukupan upisani i uplaćeni/uneti osnivački kapital**: |
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| Novčani: RSD 118.000,00  |
| Nenovčani: RSD 155.312.452,56  |
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 | *Table 4*: Share capital of the Transferee after the Status change

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| **Total subscribed and paid-in/contributed share capital**: |
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| Monetary: RSD 118,000.00  |
| Non-monetary: RSD 155,312,452.56  |
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| **Napomena:** *Gore navedene vrednosti date su prema Deobnom bilansu na dan 30.06.2022. godine. Međutim, procenjuje se da će, u periodu od datuma objavljivanja ovog Ugovora o statusnoj promeni do Dana pravnog dejstva, doći do dodatnih investicionih aktivnosti (ulaganja u nabavku solarnih panela i redovna ulaganja) koja će usloviti uvećanje vrednosti Prenete imovine, a kako je navedeno u Napomeni u članu 2. ovog Ugovora. Odnosno uvećanje vrednosti Prenete imovine, uticaće i na vrednost povećanja osnovnog kapitala u društvu Sticaocu, u smislu da će osnovni (nenovčani) kapital Sticaoca, biti uvečan za dodatnih 565.515.642,00 RSD u odnosu na vrednost povećanja iskazanu u ovom članu 12. kao i u Deobnom bilansu na 30.06.2022. godine. Te bi struktura osnovnog kapitala Sticaoca nakon sprovedene Statusne promene bila kao što je data u Tabeli 5. ispod (a tačne vrednosti povećanja kapitala Sticaoca biće izražene u potpisanom Ugovoru o statusnoj promeni, Deobnom bilansu priloženom uz Ugovor o statusnoj promeni i ostaloj pratećoj dokumentaciji).* | **Note:** *The above values are given based on the Division Balance Sheet as of 30 June 2022. However, it is envisaged that, in the period from the date of publication of the draft Agreement, until the Legal Effect Day, there will be additional investment activities (investments in the solar panels, as well as the regular investments), that will result in the increase of the value of the Transferred Assets) as stated in the Note of the Article 2 of this Agreement. Such increase in the value of the Transferred Assets shall affect also the value of the increase of the share capital of the Transferee, in a manner that the share (non-monetary) capital of the Transferee shall be increased for the additional RSD 565,515,642.00, compared to the value of the increase presented in this Article 12 and the Division Balance Sheet as of 30 June 2022. Hence, the structure of the Transferee's share capital after the implementation of the Status change would be as given in the Table 5 below (while the exact values of the increased share capital will be stated in the concluded Agreement on status change, in the Division Balance Sheet attached to the Agreement on status change, as well as in other underlying documentation.* |
| *Tabela 5: Osnovni kapital Sticaoca nakon Statusne promene (uklj. očekivanu investicionu aktivnost)*

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| ***Ukupan upisani i uplaćeni/uneti osnivački kapital****:* ***720.946.094,56 RSD,*** *i to:* |
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| *Novčani: 118.000,00 RSD* |
| *Nenovčani: 720.828.094,56 RSD* |

 | *Table 5: Share capital of the Transferee after the Status change (including the envisaged investments)*

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| ***Total subscribed and paid-in/contributed share capital****:* ***720,946,094.56 RSD,*** *as follows:* |
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| *Monetary: RSD 118,000.00* |
| *Non-monetary: RSD 720,828,094.56* |

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| 1. **Saglasnost za upis u javne knjige i registre**
 | 1. **Consent for registration in the public books and registers**
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| Prenosilac daje neopozivu saglasnost da Sticalac može odmah nakon registracije Statusne promene pred Registrom, odnosno Dana pravnog dejstva, a na osnovu ovog Ugovora, bez prisustva Prenosioca ili trećih lica i/ili njihove saglasnosti izvrši upis prava svojine pred Republičkim geodetskim zavodom, nadležnim Službama za katastar nepokretnosti nad Imovinom koja je registrovana u katastru nepokretnosti (Prilog 5 ovog Ugovora) (*clausula intabulandi*). | The Transferor gives irrevocable consent that the Transferee may, immediately after registration of the Status change before the SBRA i.e. Legal Effect Day, on the basis of this Agreement, without the presence of the Transferor or third parties and/or their consent, register ownership rights before the Republic Geodetic Authority, competent Real Estate Cadastre offices over the Assets which are registered in the Real Estate Cadastre (Schedule 5 of this Agreement) (*clausula intabulandi*). |
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| U pogledu svih ostalih stvari i prava čiji je prenos uslovljen upisom u javne knjige ili registre, Prenosilac daje neopozivu saglasnost da Sticalac može nakon registracije Statusne promene u Registru, na osnovu ovog Ugovora, bez prisustva Prenosioca ili trećih lica i/ili njihove saglasnosti da registruje, u svoju korist i na svoje ime, sva takva prava Prenosioca pred svim nadležnim organima, RATEL-om, i drugim nadležnim institucijama.  | With regard to all other things and rights whose transfer is conditioned by registration in public books or registers, the Transferor gives irrevocable consent that the Transferee may, after registration of the Status change in the SBRA, under this Agreement, without the presence of the Transferor or third parties and/or their consent to register, in its favor and in its own name, all such rights of the Transferor before all competent authorities, RATEL, and other competent institutions. |
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| 1. **Stupanje na snagu Ugovora i pravne posledice Statusne promene**
 | 1. **Entry into Force of the Agreement and Legal Consequences of the Status Change**
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| Ugovor stupa na snagu danom potpisivanja od strane Prenosioca i Sticaoca i solemnizacije kod javnog beležnika.  | The Agreement enters into force on the day of its signing by the Transferor and the Transferee and notarization at a public notary. |
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| 1. **Ostale odredbe**
 | 1. **Other provisions**
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| Pored dejstva koje će Statusna promena imati u skladu sa ovim Ugovorom, smatra se, u meri u kojoj je to dozvoljeno zakonom, da je Sticalac pravni sledbenik Prenosioca u pogledu svih prava i obaveza koje proističu iz ili su u vezi sa Prenetom imovinom i Zaposlenima. | In addition to the effects that the Status change will have in accordance with this Agreement, it is considered, to the extent permitted by law, that the Transferee is the legal successor of the Transferor in respect of all rights and obligations arising from or in connection with the Transferred Assets and the Employees. |
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| Ovom Statusnom promenom prenosi se deo imovine Prenosioca na Sticaoca, koja je potrebna za obavljanje Poslovanja, sa namerom da pomoću Prenete imovine Sticalac otpočne sa obavljanjem Poslovanja, a u smislu Zakona o porezu na dodatu vrednost. S tim u vezi, Statusna promena nije predmet poreza na dodatu vrednost. | This Status Change transfers a part of the Transferor's property to the Transferee, which is necessary for the performance of the Business, with the intention that with the help of the Transferred Property the Transferee will start performing the Business, in terms of the Law on Value Added Tax. In this regard the Status Change falls out of scope of the Serbian VAT. |
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| Svi Prilozi koji su dati uz ovaj Ugovor čine njegov sastavni deo. [*Napomena: Radi izbegavanja sumnje, podaci navedeni u Prilozima mogu biti predmet korekcija usled promena nastalih do Dana pravnog dejstva.*] | All Schedules provided with this Agreement form an integral part thereof.[*Note: For the avoidance of doubt, data given in the Schedules may be subject to corrections resulting from the changes that have occurred until the Legal Effect Day*]. |
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| Ovaj Ugovor je sačinjen na srpskom i engleskom jeziku. U slučaju neslaganja ove dve verzije Ugovora, biće merodavna verzija na srpskom jeziku. | This Agreement has been made in Serbian and English. In case of any discrepancy, the Serbian version shall prevail. |
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| Ovaj Ugovor je sačinjen u 6 (šest) istovetnih primeraka, od kojih 1 (jedan) primerak zadržava javni beležnik u postupku overe, 2 (dva) primerka služe za potrebe registracije statusne promene kod APR-a, 1 (jedan) primerak za RATEL, i po 1 (jedan) primerak zadržava svaka Ugovorna strana. | This Agreement has been made in 6 (six) identical copies, out of which 1 (one) copy shall be kept by public notary in the process of authentication, 2 (two) copies shall be used for the registration procedure in front of SBRA, 1 (one) copy for RATEL, and 1 (one) copy shall be kept by each Party. |
|  |  |

[*SIGNATURES*]

[*SCHEDULES*]

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**PRILOG 1 / SCHEDULE 1**

**PRILOG 2a / SCHEDULE 2a**

**PRILOG 2b / SCHEDULE 2b**

**PRILOG 3 / SCHEDULE 3**

**PRILOG 4a / SCHEDULE 4a**

**PRILOG 4b / SCHEDULE 4b**

**PRILOG 4c / SCHEDULE 4c**

**PRILOG 5 / SCHEDULE 5**

**PRILOG 6 / SCHEDULE 6**

**PRILOG 7 / SCHEDULE 7**

**PRILOG 8 / SCHEDULE 8**

**PRILOG 9 / SCHEDULE 9**

**PRILOG 10 / SCHEDULE 10**

**PRILOG 11 / SCHEDULE 11**