



Po osnovu Zakona o privrednim društvima Republike Srbije, sledeće ugovorne strane:

1.LANUS d.o.o., Srbija, Beograd, Patrijarha Varnave 47, Matični broj: 20298693

(u daljem tekstu: **PRENOSILAC**)

2. KENTKART GLOBAL ELEKTRONIK LIMITED SIRKETI, Turska, Taksim/Beyoglu **ISTANBUL**, Muhtar kamil Sokak 5/2

(u daljem tekstu: **STICALAC**)

U Beogradu, dana 16 Septembra 2010 godine zaključuju

UGOVOR O PRODAJI UDELA sa izmenama Osnivačkog akta

1. PRETHODNE NAPOMENE

1.1. Ugovorne strane konstatuju da je Prenosilac jedini član Privrednog Društva „APEX SOLUTION TECHNOLOGY“ d.o.o upisanog u Agenciju za privredne registre Mat.br. 20514841 reg. br. BD 19157/2009 od 24 Marta 2009.godine PIB: 106037154, sa sedištem u Beogradu, Knjeginje Zorke br. 2 Srbija (u daljem tekstu: Društvo) u 100% udela.

2. PREDMET

2.1. Predmet ovog Ugovora je prenos udela u posedu Prenosioca u DRUŠTVU na način i pod uslovim koji su utvrđeni ovim Ugovorom.

3. PRENOS UDELA

3.1. STICANJE SVOJSTVA ČLANA DRUŠTVA

3.1.1. Prenosilac prenosi na Sticaoca svoj

Based on the Law on business Companies of Republic of Serbia, the following contracting parties:

1.LANUS d.o.o., Serbia, Belgrade, Patrijarha Varnave 47, Reg.no. 20298693

(hereinafter: **TRANSFEROR**)

and

2. KENTKART GLOBAL ELEKTRONIK LIMITED SIRKETI, Turkey, Taksim/Beyoglu **ISTANBUL**, Muhtar kamil Sokak 5/2

(hereinafter: **TRANSFEREE**)

in Belgrade, on 16th September.2010. concluded the following:

CONTRACT ON SELL OF SHARES with the amendments of Incorporation act

1. PREVIOUS PROVISIONS

1.1. The Contracting parties acknowledge that the Transferor is sole member of the Business Association „APEX SOLUTION TECHNOLOGY“ d.o.o registered at the Serbia business registry under No. BD 19157/2009 on 24th March .2009, with the number at the Tax administration of Serbia PIB: 106037154, seated at Belgrade, Knjeginje Zorke no. 2, Serbia (hereinafter: the Company) in 100% of the shares.

2. SUBJECT

2.2. The subject of this Contract is the transfer of shares possessed by the Transferor in the Company under the terms and conditions set by this Contract.

3. TRANSFER OF SHARES

3.1. ACQUISITION OF MEMBER STATUS OF THE COMPANY

3.1.1. The Transferor transfers to the

član društva, ukoliko drugi član društva nije ostvario preče pravo kupovine, obavestiće o tome pisanim putem drugog člana društva („obaveštenje o prodaji“) najkasnije 120 (stodvadeset) dana pre dana predviđenog za okončanje Prenosa. Drugi član društva, kome je obaveštenje o prodaji upućeno, ima pravo, ali ne i obavezu, da pridruži svoj udeo radi prodaje potencijalnom kupcu pod istim uslovima koji se odnose na prenos udela od strane člana društva koji je uputio obaveštenje o prodaji; član društva kome je upućeno obaveštenje o prodaji može ostvarivati svoje pravo dostavljanjem saglasnosti i/ili zahteva članu društva koji je uputio obaveštenje o prodaji u roku od 30 (trideset) dana od dana prijema obaveštenja o prodaji.

4. 3. Ukoliko član društva kome je obaveštenje o prodaji upućeno ne bude ostvarivao svoje pravo iz prethodnog stava ovog člana ugovora, član društva koji je uputio obaveštenje o prodaji može u roku od 90 (devedeset) dana od dana isteka roka za odgovor ili negativnog odgovora član društva kome je obaveštenje o prodaji upućeno zaključiti ugovor o prenosu udela pod uslovima koji nisu povoljniji od onih navedenih u obaveštenju o prodaji. Ugovor o prodaji udla je ništav ukoliko je zaključen po povoljnijim uslovima nego što su dati u ponudi.

4.4. Ugovorne strane su se sporazumele da će na 100% udela staviti zalogu u Društvu u korist Erste bank. Shodno tome, Sticalac ovim putem daje svoju saglasnost da se stavi zaloga na udeo od 10% a sve po osnovu Ugovor o kredita sa Erste bank, te da će učiniti sve potrebne radnje u cilju upisivanja zaloge. Zaloga će trajati do vraćanja kredita a najduže 5 (pet) godina.

5. POVEĆANJE KAPITALA

5.1. Ugovorne strane saglasno izjavljuju i prihvataju da svako povećanje kapitala ne sme da poremeti odnos između članova koji je utvrđen ovim Ugovorom na način da Sticalac ima 10% a Prenosilac 90%.

members of the company would have the intention to transfer their shares to a non member of the company, and the other members of the company did not have the right of pre-emption, should inform in writing other members of the company („information on sale“) in 120 days the latest prior to the date of completion of the transfer. Other members of the Company, to whom the information was sent, have the right, but not the obligation, to join their shares, in order to sell, under same conditions which refer to the transfer of shares of the member who sent the information on sale; member of the company to whom the information on sale was sent may accomplish its right by delivering its consent and/or request to the member of the company who sent the information on sale within 30 days from the day of receiving the information on sale.

4.3. In case, member of the company to whom the information was sent, did not accomplish his right from the previous paragraph of the this article of the contract, member of the company who sent the information on sale may within a period of 90 days from the day of the expiry of the deadline for answer or in case of negative answer of the member of the company to whom the information was sent, may conclude the contract on transfer of shares under the conditions that are less favorable than the conditions mentioned in the information on sale. The contract on sale of shares shall be void if concluded under more favorable conditions than the conditions given in the offer.

4.4. The Contracting Parties agree and acknowledge that shall put a pledge in favor of Erste bank a.d. Belgrade on 100% of shares of the Company. Accordingly, the Transferee hereby give its approval to put a pledge on a share of 10% under the credit arrangement with Erste Bank and shall do all necessary actions in order to register the pledge. The duration of the pledge will determines to 5 (five) years.

5. INCREASING THE CAPITAL

5.1. The contractual parties agree and acknowledge that for any increasing of capital of Company should be in the way that ration between members stays as



6. ZAVRŠNE ODREDBE

6.1. Danom overe potpisa na ovom Ugovoru Sticalac postaje član Društva na način određen u članu 3 ovog Ugovora.

6.2. U slučaju spora po ovom Ugovoru nadležan je sud u Republici Srbiji i primena prava Republike Srbije.

6.3. Ovaj ugovor je sačinjen na srpskom i engleskom jeziku. Obe verzije teksta su jednobrazne ukoliko postoje nedoumice verzija Ugovora na engleskom će se smatrati primarnijom i pravovaljanijom.

6.4. Ove Izmene i dopune ugovora o osnivanju su sačinjene u 6 (šest) istovetna primeraka od kojih po 2 (dva) ide svakoj od ugovornih strana, a preostali primerci služe za potrebe registracije izvršenih promena u skladu sa ovim Ugovorom.

STICALAC

KENT KART
GLOBAL ELEKTRONIK
LTD.ŠTI.

PRENOSILAC

Ante Zupcic

defined by this Contract as follows: 90% for Transferor and 10 % for Transferee.

6. CLOSING PROVISIONS

6.1. The Transferee becomes member of the Company at the moment of authentication of signatures on the Contract, in accordance with Article 3 of this Contract.

6.2. The parties agree that in case of any dispute arising in the realisation of this Contract, it shall be resolved before Serbian court and Serbian law shall be applicable.

6.3. This Contract is written in Serbian and English. Both Serbian and English texts are identical. Version of this Contract made in English language shall be authoritative for its interpretation.

6.4. This Contract is made in 6 (six) identical copies, 2 (two) of which shall be kept by the Contracting parties and the others shall be used for the purpose of registration of changes in accordance with this Contract.

TRANSFEREE

KENT KART
GLOBAL ELEKTRONIK
LTD.ŠTI.

TRANSFEROR

Ante Zupcic