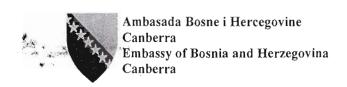
1040/007



5 Beale Crs. Deakin ACT 2600 Ph. +61 2 6232 4646 Fax +61 2 6232 5554 Email:embaucbr@tpg.com.au

EMB-AU-CBR 102-1-02-05-407/09 Canberra, 13.11.2009. g. DIPLOMATSKA POŠTA!

MINISTARSTVO INOSTRANIH POSLOVA **BOSNE I HERCEGOVINE**

09/5-22-18256/09

Predmet: Izvod iz zemljišnih knjiga, dostavlja se.-

Veza: Vaš akt broj 09/5-22-18256/09 od 10.11.2009.g.

Na osnovu vašeg akta veze, dostavljamo vam Izvod iz zemljišnih knjiga Ambasade Bosne i Hercegovine u Canberri, koja se nalazi na katastarskoj čestici 6, sekcija 80.

Napominjemo da je zemljište na kojem je izgrađena Ambasada, iznajmljeno na 99 godina.

Momčilo Vuković Otpravnik poslova a.i.

Prilog: -ZK izvadak (A1 format)

-Plan zemljišta

-Kopija ugovora o iznajmljivanju zemljišta

10000

Surveyor's Certificate

John W. Foxlee (B. Surv.) M.I.S. (Aus Registered Surveyor

42 . iman Street, Waramenga, A.C.T. 2611 P.O. Box 3472 Manuka, A.C.T. 2603 Telephone: 288 1257 Mobile: 018 625806 Fax: (06) 287 1224

Block:

Section:

Division:

Title:

BLOCK 6, SECTION 80. DIVISION OF DEAKIN.

Mr. M. Vukovljak, 41 Culgoa Circuit, O'MALLEY. A.C.T. 2606.

Dear Sir,

I certify having surveyed the land being Block 6, Section 80, Division of DEAKIN in the Canberra Central District of the Australian Capital Territory, as delineated in Deposited Plan No. 6554 lodged at the office of the Registrar of Titles, Canberra City. The block has an area of 4075 square metres or thereabouts and has a frontage to Beale Crescent.

Upon this land stands two story brick building in the course of erection. The position of this brickwork in relation to the boundaries of the land is shown on the sketch plan attached.

The brickwork is contained wholly within the boundaries of the land and there are no encroachments by or upon the said land.

Yours faithfully,

John Foxlee.

REGISTERED SURVEYOR.

Horital CHY? 9 BL. 6 SEC 80. DEAKIN. DELEGATE Authority

KOPIJA UGOVORA LE ITNASMISITANIE TEMISITA 1291-06



DEPARTMENT OF TREASURY

PO BOX 293, CIVIC SQUARE ACT 2608

ACT REVENUE OFFICE

ACT Government Homepage: http://www.act.gov.au

Telephone: Facsimile:

02 62070053

Our Reference: Your Reference: 02 62070036 Ref:79/06

Embassy of Bosnia and Herzegovina 5 Beale Crescent Deakin ACT 2600

Dear Sir/Madam

I refer to your recent enquiry regarding the general rates for the property located at Block 6, Section 80, Deakin A/C 41-2228111.

Please find enclosed a copy of the lease signed by the Embassy on 20 October 1995. Under clause (h) of lease the Embassy agrees to pay all Rates and charges when they fall due.

Should you have any further enquiries please contact me by telephone on 02 62070053.

Yours sincerely

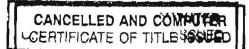
P J Withers

Revenue Accounts

7 August 2006

COPY

ORILINAL



Entered in Registered Book Vol. 1479, Folio. 29



THE COMMONWEALTH OF AUSTRALIA

AUSTRALIAN CAPITAL TERRITORY

LEASES (SPECIAL PURPOSES) ORDINANCE 1925

APPLIED TO NATIONAL LAND BY THE NATIONAL LAND ORDINANCE 1989

LESSEE

LAND

TERM

1925 and the Regulations thereunder on the twentieth day of Dctober One thousand nine hundred and MINERY Pive WHEREBY THE COMMONWEALTH OF AUSTRALIA (hereinafter called "the Commonwealth") grants to the GOVERNMENT OF THE REPUBLIC OF BOSNIA AND HERZEGOVINA (hereinafter called "the Lessee") ALL THAT piece or parcel of land situate in the City Area in the Australian Capital Territory containing an area of 4075 square metres or thereabouts and being Block 6 Section 80 Division of Deakin as delineated on Deposited Plan Number 6554 in the Office of the Registrar of Titles at Canberra in the said Territory (hereinafter referred to as "the land") RESERVING unto the Commonwealth all minerals TO HOLD unto the Lessee for the term of ninety nine years commencing on the tenth day of October One thousand nine hundred and ninety five (hereinafter referred to as "the date of the commencement of the lease") to be used by the Lessee for the purpose set forth in sub-clause (b) of clause 3 of this lease only YIELDING AND PAYING THEREFOR during the first twenty years of the said term rent at the rate of twelve thousand seven hundred and fifty dollars per annum and after the expiration of the said twenty years rent at the rate of five dollars per centum per annum of the unimproved value of the said land as determined from time to time upon re-appraisement of the said value under any Statute Ordinance or Regulation.

LEASE GRANTED pursuant to the Leases (Special Purposes) Ordinance

INTERPRETATION

1. IN THIS LEASE unless the contrary intention appears "premises" means the land building and all other improvements on the land.

A. W

- 2. THE LESSEE COVENANTS WITH THE COMMONWEALTH as follows:
 - (a) That the Lessee will in respect of the first year of the said term pay to the Commonwealth or to such person as may be authorised by the Minister for that purpose at Canberra in the said Territory the rent hereby reserved in advanced without any deduction whatsoever and that the Lessee will during the remainder of the said term pay the rent hereby reserved at the rate aforesaid by yearly payments in advance on the tenth day of October in each year the first of such yearly payments to be made on the tenth day of October One thousand nine hundred and ninety six;

MANNER OF PAYMENT OF RENT

- (b) That any rent or other moneys payable by the Lessee to the Commonwealth under this lease shall be paid to such person as may be authorised by the Commonwealth for that purpose.
- 3. THE LESSEE FURTHER COVENANTS WITH THE COMMONWEALTH as follows:

COMMENCEMENT AND COMPLETION OF BUILDING

(a) That the Lessee shall within eighteen months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth for that purpose commence to erect a building on the said land in accordance with plans and specifications agreed to by the Commonwealth and the Lessee and that the Lessee shall complete the erection of the said building in accordance with the said plans and specifications and in accordance with every Statute Ordinance and Regulation applicable thereto within thirty six months from the date of the commencement of the lease or within such further time as may be approved in writing by the Commonwealth or the Minister on behalf of the Commonwealth;

PURPOSE

(b) To use the said land only for any diplomatic consular or official purpose of the Government of the Republic of Bosnia and Herzegovina or for the purpose of an official residence for any accredited agent of that Government or for all or any number of those purposes;

CAR PARKING

(c) That the Lessee shall provide and maintain an approved hard standing car parking area in accordance with plans and specifications previously submitted to and approved in writing by the Commonwealth;

W

SCREENING

(d) That the Lessee shall screen and keep screened all service areas to the satisfaction of the Commonwealth and shall ensure that all plant and machinery contained within the premises is suitably screened from public view;

BUILDING SUBJECT TO APPROVAL

(e) That the Lessee shall not without the previous consent in writing of the Commonwealth erect any building on the land or make any structural alterations to the premises;

LANDSCAPING

(f) That the Lessee shall forthwith after the erection of any buildings on the said land cause that portion of the said land which is not occupied by buildings and the appurtenances thereto to be adequately landscaped planted and thereafter maintained;

CLEAN AND TIDY

(g) That the Lessee shall at all times during the said term keep the said land clean tidy and free from debris dry herbage rubbish and other unsightly or offensive matter;

RATES AND CHARGES

(h) To pay all rates charges and other statutory outgoings assessed levied or payable in respect of the said land as and when the same fall due.

4. THE COMMONWEALTH COVENANTS WITH THE LESSEE as follows:

QUIET ENJOYMENT

(a) That the Lessee paying the rent and observing and performing the covenants and stipulations on the part of the Lessee to be observed and performed shall quietly enjoy the premises without interruption by the Commonwealth or any person lawfully claiming from or under or in trust for the Commonwealth;

ASSESSMENT PERIODS

(b) That the unimproved value of the said land shall be re-appraised for the purpose of determining the rent payable under this lease only in the twentieth year of the term of this lease and in every twentieth year thereafter.

5. IT IS MUTUALLY COVENANTED AND AGREED as follows:

TERMINATION

- (a) That if -
 - (i) any rent or other moneys payable under this lease shall remain unpaid for three months next after the date appointed for payment thereof (whether such rent shall have been formally demanded or not); or

A/N

4

- (iii) a building in accordance with sub-clause (a) of Clause 3 of this lease is not completed within the period specified in the said sub-clause; or
- (iv) the Lessee shall fail to observe or perform any other of the covenants herein contained on the part of the Lessee to be observed or performed and shall have failed to remedy such breach within a period of six months from the date of service on the Lessee of a notice in writing from the Commonwealth specifying the nature of such breach

the Commonwealth may determine this lease but without prejudice to any claim which the Commonwealth may have against the Lessee in respect of any breach of the covenants on the part of the Lessee to be observed or performed;

ACCEPTANCE OF RENT

(b) That acceptance of rent or other moneys by the Commonwealth during or after any period referred to in paragraph (ii) (iii) or (iv) of sub-clause (a) of this Clause shall not prevent or impede the exercise by the Commonwealth of the powers conferred upon it by sub-clause (a) of this Clause;

COMPENSATION

(c) At the expiration or sooner determination of this lease to yield up the said land to the Commonwealth with all buildings and other improvements thereon provided always that if this lease shall run its full course of ninety nine years and if at the expiration thereof a further lease of the said land shall not be granted to the Lessee the Commonwealth shall be liable to pay to the Lessee the value of the improvements that at the expiration or sooner determination of the said term of ninety nine years shall be on the said land based on their fair market value;

NOTICES

(d) That any notice requirement consent approval or other communication to be given to or served upon the Lessee by the Commonwealth or the Minister under this lease shall be deemed to have been duly given or served if signed by or on behalf of the Minister and delivered to or sent in a prepaid letter addressed to the lessee at the said land or affixed in a conspicuous position on the said land:

H. W

EXERCISE OF COMMONWEALTH POWERS

- (e) Any and every right power and or remedy conferred on the Commonwealth or the Minister hereunder or implied by law may be exercised on behalf of the Commonwealth or the Minister as the case may be:
 - (i) the Minister of State of the Commonwealth for the time being administering the Leases (Special Purposes) Ordinance 1925 or any Statute or Ordinance substituted therefor or the Minister or Member of the Executive Council of the Commonwealth for the time acting for and on behalf of such Minister;
 - (ii) an authority or person for the time being authorised by the Minister of State referred to in (i) above or by law to exercise those powers or functions of the Commonwealth or the Minister; or
 - (iii) the person to whom the Minister of State referred to in (i) above has delegated all his powers or functions under the said Leases (Special Purposes) Ordinance 1925 or any Statute or Ordinance in substitution therefor.

Michael Karel)

IN WITNESS whereof the Commonwealth and the Lessee have executed this Lease.

SIGNED SEALED AND DELIVERED

by MICHAEL JOSEPH RATCLIFFE
Delegate of the Minister of State for Housing
and Regional Development for and on behalf
of the COMMONWEALTH OF AUSTRALIA
in the presence of:

Pightin Schiefe Canuchia

SIGNED SEALED AND DELIVERED

by FUAD DJIDIC Charge D'Affaires of the)
Embassy of the Republic of Bosnia and)
Herzegovina in Australia for and on behalf of)
the GOVERNMENT OF THE REPUBLIC OF BOSNIA AND HERZEGOVINA)
in the presence of:

FOIN BESIREVIC.