



Commissioner of Taxes use only

DUPLICATE LEASE TO.....

31/08/94

LEASE

The owner leases to the tenant the land described and the tenant accepts this lease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document.

(NOTES 1-2)

Register	Volume	Folio	Location	Parcel	Plan	Unit
	153	193		Portion 1798	s.85/80	-

(NOTE 3)

Name only: ULURU-KATATJUTA ABORIGINAL LAND TRUST

(NOTE 4)

Name: DIRECTOR OF NATIONAL PARKS AND WILDLIFE

(NOTE 5.)

Address for the
service of notices: Lakeview Tower, Belconnen, ACT

COMMENCING:
1 January 1994

EXPIRING:
25 October 2084

RIGHT OF RENEWAL
NO

(NOTE 5

NIL.

(NOTE 7)

IN WITNESS WHEREOF THE COMMON SEAL
OF ULURU-KATATJUTA ABORIGINAL LAND
TRUST WAS HEREUNTO AFFIXED THIS 12TH
DAY OF August 1994 UPON THE DIRECTION
OF THE CENTRAL LAND COUNCIL IN THE
PRESENCE OF

MARK OF
KATAKLI
Trustee

KA KALIKIN

12/9/1994

Registered on

T. O. G. T. G. M. I. W. O.
Trustee

Nelly PATTERTON

THE SEAL OF THE DIRECTOR OF NATIONAL
PARKS AND WILDLIFE WAS HERETO AFFIXED
IN THE PRESENCE OF:

(NOTE:
B & C

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92

Contract for the purposes of the Real Property Act
A DEED IN FAVOR OF THE SUPREME
COURT OF THE NORTHERN TERRITORY.
39 MINIDASS - JOE STON

LTC

Monk of Barbaia Tjileto
Tjileto

Bruce Reader

ITEM(S) DELIVERED - POSTED IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

Item	Agent/REGO Box No.	Delivery Date	*Postage Number	Initials
1.				
2.				
3.				
4.				
5.				

* Fill out Postage Number if Items are Returned by Certified Mail

LIS UPDATED

Examiner to Initial

COVENANTS

It is hereby covenanted by and between the owner and the tenant as follows:

1. To comply with the provisions contained in a Memorandum of Common Provisions recorded in the Register as LTO No.
2. The conditions and covenants implied by sections 124 and 125 of the Real Property Act.
3. Rent and manner of payment.
4. ~~Additional covenants.~~

(NOTE)

THE COVENANTS ARE ATTACHED HERETO

SCHEDULE OF NOTES

1. This form may be lodged in triplicate. The original must be typed or completed in ink or biro. The duplicate and triplicate may be in any colour but the signatures of all parties and their witnesses must be in ink or biro on the original, duplicate and triplicate. The lease must show the imprint of the Commissioner of Taxes (Stamp Duty). If the words 'owner' and 'tenant' are considered inappropriate other words (lessor/lessee) may be used.
2. If there is insufficient space in any panel use the space above or an annexure sheet (Form 53).
3. Volume and Folio references must be given. If the lease affects part only of the land in a title, consent under the Planning Act must be obtained. Any necessary diagram should be endorsed on the lease or on an annexure sheet (Form 53), or a survey deposited with the Registrar-General may be referred to.
4. Insert full name. Address is not required.
5. Insert full name and an address for the service of notices. The address can be a postal address.
6. Insert first day of the lease, last day of the lease and whether a right of renewal ('Yes' or 'No').
7. Consents by prior registered interests should be provided. A lease which has not been consented to by a prior mortgagee must be protected in the event of the mortgagee exercising the power of sale. Quote instrument number.
8. After witnessing the signing of the document, witnesses shall legibly write, type or stamp their names and contact addresses and phone numbers below their signatures.

Persons who may witness this document are Commissioners for Oaths (including MLA's, MP's, legal practitioners, members of the Police Force), persons holding office under the Supreme Court Act, Justices Act, Local Court Act or Registration Act and all real estate or business agents.

Documents may be witnessed in a place outside the Northern Territory by any person qualified to do so in that place under the Act (N.T.).
9. To be signed by a Practitioner of the Supreme Court of the Northern Territory or by the tenant (if more than one tenant, all must sign).
10. If the document is to be signed by a corporate body it is to be authenticated by or on behalf of that corporate body in any manner permitted by law.
11. The lease may incorporate any common provision contained in a Memorandum of Common Provisions retained by the Registrar-General by reference to the provision in a way sufficient to clearly identify it e.g. by reference to the number of the memorandum and, if not all provisions in that memorandum are to apply, the numbers of the applicable provisions. The cover sheet is a guide only and may be added to or deleted as applicable.

ULURU - KATA TJUTA NATIONAL PARK

THE NORTHERN TERRITORY OF AUSTRALIA

MEMORANDUM OF LEASE

ULURU-KATATJUTA ABORIGINAL LAND TRUST being a Land Trust established by Notice published in the Commonwealth of Australia Gazette No. S 403 on the 30th day of September 1985 pursuant to sub-section 4(1) of the Aboriginal Land Rights (Northern Territory) Act 1976 (Cth) ("the Lessor"), BEING the proprietor of an estate in fee simple in the land in the Northern Territory known as the Uluru - Kata Tjuta National Park ("the Park") previously described herein, AND having received a direction from the Central Land Council in accordance with sub-section 12(2C) of the Aboriginal Land Rights (Northern Territory) Act 1976 (Cth), that direction having been given by the Central Land Council on its being satisfied that:

- A. the traditional Aboriginal owners of the Park understand the nature and purpose of this lease and, as a group, consent to it;
- B. that the Aboriginal communities and groups which may be affected by the lease have been consulted and have had adequate opportunity to express their views to the Central Land Council; and
- C. the terms and conditions of this lease are reasonable.

HEREBY GRANTS a lease of the Park to the DIRECTOR OF NATIONAL PARKS AND WILDLIFE ("the Lessee") a corporation established by the National Parks and Wildlife Conservation Act 1975 SUBJECT TO AND IN ACCORDANCE WITH THE FOLLOWING RESERVATIONS, PROVISIONS, COVENANTS AND CONDITIONS:

PART 1 - RESERVATIONS

1. Reservation of Right of Entry and Inspection

The Lessor reserves a right in favour of the Chairman of the Lessor and any person authorised in writing by the Land Council after reasonable notice and at all reasonable

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times, to enter upon the Park or any part of it and to inspect the Park and any improvements on the Park, subject to such reasonable constraints as may be contained in the Plan of Management for reason or safety, security, privacy or protection of the Park.

2. Reservation of Aboriginal Rights to Use and Occupy

The Lessor reserves in favour of relevant Aboriginals and groups of relevant Aboriginals the following rights, which shall operate subject to the directions or decisions of the Uluru-Katatjuta Board with respect to health, safety or privacy-

- (1) the right to enter upon the Park and use or occupy the Park to the extent that the entry, occupation or use is in accordance with Aboriginal tradition governing the rights of those Aboriginals or groups of Aboriginals with respect to the Park, whether or not those rights are qualified as to place, time, circumstances, purpose, permission or any other factor;
- (2) the right to continue, in accordance with law, the traditional use of any area of the Park for hunting or food-gathering (otherwise than for purposes of sale);
- (3) the right to continue the traditional use of any area of the Park for ceremonial and religious purposes; and
- (4) the right to reside within the Park in the vicinity of the present Mutitjulu Community or at such other locations as may be specified in the Plan of Management together with rights of access and residence for their employees, staff, invitees and agents.

The above reservation is subject to such reasonable constraints as may be contained in the Plan of Management for reasons of safety, security, privacy or protection of the Park.

3 Reservation of requirements to sublet part of Park

The Lessor reserves the right to request the Lessee to sublet any reasonable part of the Park to a Relevant Aboriginal Association. The Lessee shall not unreasonably or capriciously refuse to grant a sublease to such Relevant Aboriginal Association where it is in accordance with the Act, the Land Rights Act and the Plan of Management.

PART II - PROVISIONS

4 Commencement

The lease shall commence on the 1st day of January 1994

5 Term

The lease shall be for a term expiring on 25 October 2084.

6 Rent

(1) The Lessee shall pay to the Land Council on behalf of the Lessor an annual rent of one hundred and fifty thousand dollars (\$150,000.00) (to be indexed from May 1990 to January 1994) payable in advance and shall further pay to the Land Council on behalf of the Lessor;

- (a) an amount equal to 25% of receipts from any entrance fees and other charges imposed in pursuance of subsection 17(1A) of the Act, such amounts to be paid quarterly calculated by reference to receipts of the previous quarter.
- (b) an amount equal to 25% of receipts in respect of any charge, penalty, fee, fine or impost received by the Lessee or the Commonwealth of Australia arising out of the operation of the provisions of the Act or the Regulations made thereunder in respect of commercial activities undertaken within the Park in excess of the sum of Thirty Thousand

Dollars (\$30,000) ("the threshold amount") to be paid annually in arrears and calculated by reference to receipts of the previous year.

- (2) not withstanding any term or provision of this lease to the contrary nothing in this clause extends to any charge, penalty, fee, fine, or impost received by the Lessee or the Commonwealth of Australia and arising out of the operation of the provisions of the Act or the Regulations made thereunder other than the charges, penalties, fees, fines or imposts referred to in sub-clause (1).

7 Rent Review

- (1) The annual rent to be paid under clause 6 and the threshold amount pursuant to paragraph 6(1)(b) (collectively "the review figures") shall be reviewed on the 5th anniversary of the commencement date and thereafter at 5 yearly intervals during the term of the lease (collectively "the review date") and shall be calculated by individually multiplying each of the review figures at the commencement of this lease (called "base period") by the fraction $\frac{N1}{B1}$.

N1 refers to the Consumer Price Index for Darwin (all groups) published by the Australian Bureau of Statistics ("the Bureau") in respect of the quarter immediately preceding the particular review date and B1 is the Consumer Price Index for Darwin (all groups) published by that Bureau in respect of the quarter immediately preceding the base period.

- (2) In the event that at any time during the term of this lease the Bureau shall up-date the reference base of that index, the required conversion shall be made to preserve the intended continuity of the calculations by making the appropriate arithmetical adjustment to make the up-dated index number correspond in reference base to the index number at the review date.

- (3) In the event that it is not possible to make an arithmetical adjustment as specified in sub-clause 7(2), or if there is a change in the basis of assessment of that index or its calculation has been suspended or discontinued, then in the event of the parties failing to agree upon a formula provided for in sub-clause 7(1) then the matter shall be referred for determination by the Australian Statistician to fix a formula for review of the review figures on the review date which will provide as nearly as practicable the same adjustments of their review figures as if the Consumer Price Index referred to in sub-clause 7(1) had been continued without variation and the determination shall be final and binding upon the parties.
- (4) Each rent review shall be made within 3 months prior to the review date.
- (5) The Lessor shall notify the Lessee in writing of its calculation of the increase in the review figures on the review date.
- (6) The review figures shall not be reduced in the event of a decrease in the index number since the previous review date.
- (7) If the Lessee fails or refuses to accept the Lessor's assessment of the review figures by notice in writing or the parties fail to agree upon the review figures at the review date within 30 days after service of notice thereof by the Lessor the review figures shall be determined by reference to arbitration and thereupon the provision of paragraphs 21(2)(a) to (d) shall apply mutatis mutandis.
- (8) The Lessee shall in the interim pay the rent including an amount equal to not less than half of the increase in rent payable as calculated by the Lessor in the event that the parties are unable to resolve the difference in their calculations prior to the date for payment of the rent.
- (9) If the Lessee has paid rent in excess of the current amount due because of the Lessor's calculation the Lessor shall repay the excess together with interest thereon at a rate equal to the interest rate charged at the time of the interim

payment by the Lessee's banker for amounts equal to the excess rent paid calculated at a daily rate.

PART III - COVENANTS AND CONDITIONS

LESSEE'S COVENANTS

8 The Lessee covenants -

- (1) to take all practicable steps to ensure compliance by all persons with the Act, Regulations under the Act and the Plan of Management;
- (2) not to transfer, assign, sublet, part with the possession of, or otherwise dispose of the Park or any part thereof without the consent in writing of the Lessor and then only in accordance with the Plan of Management;
- (3) to pay all reasonable costs of and incidental to the registration, preparation, execution and stamping of this lease;
- (4) to pay all rates and taxes which may at any time become due in respect of the Park;
- (5) (a) to carry all of the risk as self-insurer in respect of the timely reinstatement to full value of any of the improvements in the Park which may be damaged or destroyed, without the consent of the Lessor being improvements existing at the date of the commencement of this lease and such other improvements as may be made except such improvements in respect of which there exists a contract of insurance insuring the risk to the extent of liability imposed upon the Lessee under this sub-clause.

- (b) to carry all of the risk as self-insurer as occupier of the Park as regards any liability to any third person; and
 - (c) as far as is practicable, to make good any damage to the Park (other than improvements) being damage caused by the Lessee except where that damage to the Park was occasioned with the consent of the Lessor or the Uluru-Katatjuta Board.
- (6) to comply with all Acts, Regulations and other laws otherwise applicable to the land.

9. The Lessee covenants subject to the Plan of Management-

- (1) (a) to promote and protect the interests of relevant Aboriginals;
- (b) to protect areas and things of significance to relevant Aboriginals;
- (c) to encourage the maintenance of the Aboriginal tradition of relevant Aboriginals;
- (d) to take all practicable steps to promote Aboriginal administration, management and control of the Park;

and without limiting the generality of the foregoing.

- (e) within six months of the commencement of this lease to establish and implement a programme for training reasonable numbers of relevant Aboriginals in skills relevant to the administration, management and control of the Park;

- (f) to engage as many relevant Aboriginals as is practicable to provide services in and in relation to the Park;
- (g) to take all reasonable steps to adjust working hours and conditions to the needs and culture of Aboriginals employed in the Park;
- (h) to utilise the traditional skills of Aboriginal individuals and groups in the management of the Park;
- (i) to promote among non-Aboriginals employed in the management of the Park and, to the extent that is reasonably practicable, among visitors to the park and residents of the Yulara a knowledge and understanding of and respect for the traditions, languages, culture, customs and skills of relevant Aboriginals and to arrange for appropriate instruction in connection therewith to be given, to the extent that is reasonably practicable, by Aboriginals engaged for the purpose;
- (j) to regularly consult and liaise with the Land Council , the relevant Aboriginal Association, and the Pitjantjatjara Council in connection with the administration, management and control of the Park;
- (k) to encourage Aboriginal business and commercial initiatives and enterprises within the Park;
- (l) to consult with relevant Aboriginals only through the Land Council and where appropriate the relevant Aboriginal Association;
- (m) to provide funding to the Relevant Aboriginal Association for the purpose of providing a Community Liaison Officer in accordance with the budget approved by the Board from time to time;

- (n) to consult with and have regard to the views of the Land Council in respect of the formulation of any educational and interpretive policy in relation to the Park;
- (o) as far as practicable and subject to the Plan of Management and to the Lease, to provide such capital equipment and machinery as is reasonably required for the adequate maintenance of roads, and all other Park improvements (being roads , facilities, or improvements owned or controlled by the Lessee);
- (p) after consultation with and having regard to the views of the relevant Aboriginal Association and the Land Council, and subject to the Plan of Management, to implement a licensing and induction scheme for tour operators carrying on commercial activities in the Park;
- (q) subject to the Plan of Management and the Act to use its best endeavours to collect entrance and other charges and ensure such charges are properly accounted for on an audited basis; and
- (r) subject to the Plan of Management, to permit an officer or officers of the Land Council to enter and move freely in the Park for the purpose of performing on behalf of the Land Council statutory powers or functions of the Land Council.

10. (1) Subject to any lawful obligation imposed upon the Lessee by the Act, the Audit Act 1901 (Cth) or the Finance Directions issued thereunder, if at any time during the term hereof the Lessee is desirous of disposing of its interest in any property or equipment of the Lessee used in the operation of the Park, to give the Lessor, the Land Council or its nominee, the Relevant Aboriginal Association and any other incorporated body the membership of which is limited to Relevant Aboriginals or groups of Relevant Aboriginals (in this clause referred to as the "permitted Aboriginal purchaser") the right of the first refusal

to purchase the said property or equipment or any part thereof subject to the following terms and conditions -

- (a) the Lessee shall give notice in writing to the Relevant Aboriginal Association and the Land Council of the Lessee's intention to dispose of any such property or equipment. The notice shall constitute an offer by the Lessee to sell any such property or equipment to a permitted Aboriginal purchaser and shall specify the consideration required by the Lessee from a permitted Aboriginal purchaser for the purchase of the Lessee's interest therein, which consideration shall not impose any more onerous obligation or duty upon permitted Aboriginal purchaser or require the permitted Aboriginal purchaser to pay any greater pecuniary sum than the Lessee would impose upon or require from a purchaser other than a permitted Aboriginal purchaser ;
- (b) within fourteen (14) days after the Lessee gives the said notice a permitted Aboriginal purchaser shall give notice in writing to the Lessee of acceptance or rejection of the Lessee's offer to sell. In the event of giving notice of acceptance there shall be deemed to be a binding contract for sale by the Lessee and purchase by the permitted Aboriginal purchaser of the Lessee's interest in the said property or equipment for the consideration stated in the Lessee's notice;
- (c) the purchase price shall be paid within thirty (30) days from the date on which the notice of acceptance is given to the Lessee and, if the permitted Aboriginal purchaser shall make default in payment of the purchase price or any part thereof, it shall be lawful for the Lessee at its option and, without prejudice to any other legal rights or remedies that the Lessee may have, upon giving fourteen (14) days notice in writing to the permitted Aboriginal purchaser, to rescind the contract constituted pursuant to paragraph (b) and thereupon to resell the said property or equipment by public auction or private contract and any deficiency on resale together with all outgoing costs and expenses of and incidental to

resale shall immediately thereafter be made good by the particular permitted Aboriginal purchaser to the Lessee.

- (d) In the event that a notice of acceptance is not given within the stated time limit, the Lessee shall then be at liberty to sell the said property or equipment by private contract to any other person for a pecuniary sum being not less than that specified in the notice in writing given pursuant to paragraph (a) or by public auction.
- (2) In this clause " property or equipment used in the operation of the Park " means property and equipment in such categories as are agreed upon between the Land Council and the Lessee.

11 Funding

- (1) Subject to the Act the Lessee shall from monies lawfully available to the Lessee provide such moneys as are reasonably required for the administration of the Board and, for the payment of any reasonable expenses incurred by members of the Board in the performance of their duties (herein collectively referred to as "the administrative costs of the Board").
- (2) This clause does not have operation to the extent that the administrative costs of the Board are met from another source or sources, including an appropriation by the Parliament.

12 Staffing

- (1) The Lessee will at all times use its best endeavours to maintain staff within the Park at the level and designations of staff requirements provided for in the Plan of Management.

- (2) Subject to the *Public Service Act 1922* and industrial awards and agreements, the Lessee agrees that arrangements set out in the Plan of Management in force on 1 April 1992 in respect of Aboriginal representation on staff selection panels shall continue for the term of this lease and that such representation may be by Aboriginal representatives or nominee or nominees of the Relevant Aboriginal Association or the Land Council.
- (3) If by operation of law sub-clause 12(2) is held to be of no force or effect, the Lessee agrees to consult with the Land Council concerning the procedures for selection and appointment of any permanent staff in the Park where duties and functions will involve substantial involvement with park administration management or control.
- (4) Where levels of staff in the Park fall significantly below those referred to in sub-clause 12(1) the Lessee and the Land Council shall meet and discuss matters arising as a result of the staff levels.

13. Quiet Enjoyment

The Lessee paying the rent hereby reserved and observing and performing the several covenants on its part and the conditions herein contained shall during the whole of the term hereby granted quietly enjoy the demised land without any interruption or disturbance by the Lessor or any person claiming by, from, under or in trust for the Lessor.

14. Restrictions on Access

The Land Council may request the Lessee to restrict access to areas of the Park for the purposes of Aboriginal use of those areas, and where the Lessee is empowered to so restrict access to areas of the Park he shall accede to any reasonable request made under this clause.

Developments in the Park

- (1) The Lessor and the Lessee agree that the Land Council and the Lessee shall meet from time to time to formulate written policy in respect of environmental evaluation of proposed developments in the Park
- (2) A proposed development shall not take place except in accordance with any policy formulated under this clause.

Amendment of Act

- (1) Subject to sub-clause 15(4), the Lessee and the Lessor agree that the enactment of any Act or the making of any regulations -
 - (i) inconsistent with this Lease, where such Act is or regulations are, applicable to the Park; and
 - (ii) substantially detrimental to the interests of the Lessor or Relevant Aboriginals as regards the administration, management or control of the Park,

shall be deemed to be a breach of a fundamental term of this lease for which the lease may (subject to sub-clause 15(2)) be terminated on 18 months notice in writing ("a termination notice") by the Lessor to the Lessee.

- (2) (i) Where the Lessor by notice in writing advises the Lessee of an alleged breach of sub-clause (1), the parties shall meet in Alice Springs or such other place as agreed within thirty (30) days of the receipt of the notice by the Lessee ("the thirty (30) day period") to discuss whether there has been a breach of sub-clause (1);

- (ii) where the Lessor is ready, willing and able to meet with the Lessee but the parties do not meet within the thirty (30) day period due to the wilful neglect failure or refusal by the lessee, then the said alleged breach shall be deemed to be an actual breach of sub-clause (1), provided however that where the failure to meet is occasioned by the Lessor or by factors beyond the control of the lessee or the lessor then the parties shall meet at such other time as is mutually agreed upon but in any event within thirty (30) days of the expiration of the initial thirty (30) day period;
 - (iii) where the parties agree within the thirty (30) day period or any extension thereof that the said alleged breach is an actual breach, there shall be deemed to be an actual breach of sub-clause (1);
 - (iv) where the parties meet but do not agree within the thirty (30) day period or any extension thereof that the said alleged breach is an actual breach, the question of whether the said alleged breach is an actual breach shall be referred to arbitration pursuant to clause 22;
 - (v) if there is deemed to be an actual breach or if an arbitrator finds that there is an actual breach, the Lessor may as from the date of the deeming or the finding (as the case may be) ("the trigger date") issue a termination notice.
- (3) Where a termination notice is issued, representatives of the Land Council and the Lessee shall as soon as possible within the period of the notice, meet and enter into bona fide negotiations with a view to the grant of a new lease.
 - (4) Where, within one hundred and eighty (180) days after the trigger date, a termination notice is not issued as provided in sub-clause 15(2) then the Lessor, representatives of the Land Council and the Lessee shall meet to discuss whether to vary any provisions of this lease including the rent, but not including the term.

- (5) Clauses 20 and 21 shall not apply to any negotiations entered into under sub-clause 15(3).
- (6) (i) Where the Act or regulations giving rise to a termination notice is amended prior to termination of this lease so as to no longer offend against sub-clause 15(1), the said termination notice shall immediately upon commencement of the amending Act or regulation, cease to have any force or effect.
- (ii) Where the parties fail to agree that the amended Act or regulations no longer offend against sub-clause 15(1) the disagreement will upon notice by either party be referred to arbitration pursuant to Clause 22.
- (iii) Time shall not run with respect to termination notice from the date of the notice referred to in paragraph 15(6)(ii) until the date of the finding by the arbitrator.
- (7) Without limiting the generality of the meaning of the term "substantially detrimental to the interests of the Lessor or Relevant Aboriginals as regards the administration, management or control of the Park" an actual or proposed transfer, assignment sublease or parting with possession of the Park or any part of the Park by the Lessee without the consent in writing of the Lessor shall at all times be substantially detrimental to the interests of the Lessor or Relevant Aboriginals as regards the administration, management or control of the Park.

17. Park to be Managed in Accordance with the Act

- (1) The Lessor and the Lessee agree that the Park shall be subject to administration, management and control in accordance with the Act, the Regulations and with the Plan of Management in force in relation to the Park pursuant to the Act.
- (2) The Lessee covenants that the flora, fauna, cultural heritage, and natural environment of the Park shall be preserved, managed and maintained according to the best comparable management practices established for National Parks anywhere in the world or where no comparable management practices exist, to the highest standards practicable

18. Lessee to Indemnify Lessor

The Lessee shall indemnify the Lessor its servants agents or invitees (to the extent that the Lessor its servants agents or invitees is or are not negligent) against all actions and claims whatsoever that may be brought made or prosecuted against the Lessor its servants agents or invitees in respect of any action or claim arising out of any act or omission (whether negligent or otherwise) of the Lessee its servants agents or invitees in or in relation to the Park.

19 Termination

The lease may be terminated in writing at any time with the agreement of both the Lessor and Lessee.

20 Parties to Negotiate Five Years Before Expiry

The Lessor and the Lessee agree that they will enter into negotiations for the renewal or extension of the term of this lease not later than five (5) years before its expiration.

- (1) The parties may from time to time by agreement in writing add to, substitute for, cancel or vary any of the provisions of this lease.

- (2) The Lessee shall at least once in every five (5) years meet with the representatives of the Lessor and the Land Council to discuss whether to vary any of the provisions of the lease including the rent but not including the term and:
 - (a) if the Lessee and the Lessor agree upon any variation, the Land Council shall direct the Lessor to agree to the variation and to execute all documents necessary or desirable to give full effect to the variation;

 - (b) if the Lessee and the Lessor fail to agree upon any variation of the Lease proposed by either party, the disagreement will be referred to arbitration by a barrister or solicitor of ten (10) years standing agreed between the parties or failing agreement, a person nominated by the Chief Judge of *the Federal Court of Australia*, or if the said Judge fails to appoint an arbitrator within thirty (30) days after having been requested in writing by one of the parties so to do, by an arbitrator appointed by the President for the time being of the Law Council of Australia or its successor;

 - (c) in determining the question of any variation to the lease the provisions of the *Commercial Arbitration Act N.T.* shall apply and , the arbitrator shall have regard to the following matters:
 - (i) the preservation and protection of Aboriginal ways of life, culture and tradition;

- (ii) the interests, proposals, opinions and wishes of the relevant
Aboriginals in relation to the management, use and control
of the Park;
 - (iii) the growth and development of Aboriginal social, cultural
and economic structures;
 - (iv) freedom of access by relevant Aboriginals to the Park and
their freedom to carry out in the Park rites, ceremonies and
other activities in accordance with Aboriginal tradition;
 - (v) the preservation of the natural environment;
 - (vi) the use of the Park for tourist activities; and
 - (vii) the duties, functions and responsibilities of the Lessee in
relation to the Park.
- (d) Notwithstanding any of the foregoing, the arbitrator's determination shall
- (i) preserve the benefits and the essential rights conferred on the
Lessor by this Lease; and
 - (ii) not reduce the payments or rates of payments payable in
accordance with clauses 6 and 7.

22. Arbitration

If a dispute arises between the Lessor and the Lessee or between the Land Council and the Lessee in respect of matters to be agreed, formulated, discussed or requested pursuant to this lease then either party may serve notice upon the other requiring that it

submit the dispute to arbitration and thereupon the provisions of paragraph 20(2) (a) to (d) shall apply mutatis mutandis.

23. Research and exchange of information

- (1) The Lessee agrees to permit and direct persons from time to time chosen by the Lessee, after consultation with the Land Council, being persons employed by the Lessee or under his authority, to assist the Land Council or a person authorised in writing by the Land Council in respect of any reasonable programme involving the identification and recording of Aboriginal sacred sites within the Park.
- (2) The Lessee shall provide reasonable equipment and facilities for persons who are in accordance with sub-clause (1) permitted and directed to assist in the identification and recording of Aboriginal sacred sites within the Park.
- (3) The Lessee agrees to make available to the Chairman of the Land Council or any person authorised in writing by the Land Council, access to all information relating to the Park including research reports sponsored, procured or supported by the Lessee that are in the possession of the Lessee other than information that would be privileged from production in litigation and information the disclosure of which would, in the opinion of the Lessee, involve an unreasonable invasion of the privacy of an individual, which would contravene the Privacy Act 1988, or which is exempt from disclosure under the *Freedom of Information Act 1982* whether or not that Act applies to the information.
- (4) The Lessor agrees that the Land Council may make available to the Lessee or a person duly authorised in writing by the Lessee, all information of the Lessor relating to the Park including research reports sponsored, procured or supported by the Land Council that are in the possession of the Land Council other than information that would be privileged from production in litigation and information the disclosure of which would, in the opinion of the Land Council, involve an unreasonable invasion of the privacy of an individual, which

would contravene the Privacy Act 1988, or which is exempt from disclosure under the *Freedom of Information Act 1982* whether or not that Act applies to the information.

24 Service of Notices, etc.

Any notice, demand, consent or other communication required or permitted be given or made under or pursuant to this lease shall be deemed to have been duly given or made when delivered in writing or sent by registered post or telex to the party to which such notice, demand or consent is required or permitted to be given or made under this lease at the following addresses:

The Lessor:

The Chairman
Uluru-Katatjuta Aboriginal Land Trust
c/- Central Land Council
33 North Stuart Highway
(P.O. Box 3321)
Alice Springs NT 0870 Fax: (089) 53 4343

The Lessee:

Director of National Parks & Wildlife
c/- Australian National Parks and Wildlife Service
Lakeview Tower,
Emu Bank,
Belconnen, ACT
Fax: (06) 250 0399

or such other addresses as may from time to time be notified by the parties for the purposes of this clause.

Any notice, demand, consent, or other communication shall be deemed to have been served on the third business day after the date of posting or if sent by telex upon receipt by the sending party of the answerback code of the recipient.

25 Governing Law

This lease shall be governed by and construed in accordance, with the laws in force in the Northern Territory of Australia.

26 Definitions

(1) In this lease, unless the contrary intention appears:

"Aboriginal" means a person who is a member of the Aboriginal race of Australia;

"Aboriginal tradition" has the same meaning as in the Land Rights Act;

"Aboriginal entitled to use or occupy the Park" means the Aboriginals who are not traditional Aboriginal owners of the Park but who are entitled by Aboriginal tradition to use or occupy the Park by reason of spiritual affiliation there or any other reason recognised by Aboriginal tradition;

"Land Council " means the Central Land Council established under the Land Rights Act or any other Land Council that may be established for the area in accordance with section 21 of the Land Rights Act;

"Land Rights Act" means the Aboriginal Land Rights (Northern Territory) Act 1976 of the Commonwealth;

"person" includes a body corporate and any other entity recognised by law.

"Plan of Management" means the plan of management for the Park prepared in accordance with the Act as in force from time to time;

"relevant Aboriginals" means all the traditional Aboriginal owners of the Park and the Aboriginals entitled to use, or occupy the Park, and Aboriginals permitted by them to reside in the Park;

"Relevant Aboriginal Association" means Mutitjulu Community Incorporated or any other incorporated Aboriginal Association or group whose members live in or are relevant Aboriginals in relation to the Park which is the successor to Mutitjulu Community Incorporated and which is approved as such in writing by the Land Council.

"the Act" means the National Parks and Wildlife Conservation Act 1975 of the Commonwealth;

"traditional Aboriginal owners" has the same meaning as in the Land Rights Act;

"Uluru-Katatjuta Board" means the Uluru-Katatjuta Board of Management the name of which is so specified as established under the Act;

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- (2) The Acts Interpretation Act 1901 of the Commonwealth applies, so far as is applicable, to the interpretation of this Lease as if this Lease were an Act.
 - (3) A reference in this Lease to an Act or regulation includes any amendment to that Act or regulation for the time being in force and also to any Act or regulation passed in substitution therefore.

The Director of National Parks and Wildlife accepts this lease subject to the reservations, provisions, covenants and conditions set out above.