

Serial 242

Tanami Exploration Agreement Ratification Bill 2004

Mr Vatskalis

**A BILL
for
AN ACT**

to ratify an agreement between the Northern Territory of Australia and Newmont
Tanami Pty Ltd, Otter Gold Pty Ltd and Newmont Gold Exploration Pty Ltd and
to repeal the *Granites Exploration Agreement Ratification Act*

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NORTHERN TERRITORY OF AUSTRALIA
TANAMI EXPLORATION AGREEMENT RATIFICATION ACT 2004

No. of 2004

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NORTHERN TERRITORY OF AUSTRALIA

No. of 2004

AN ACT

to ratify an agreement between the Northern Territory of Australia and Newmont Tanami Pty Ltd, Otter Gold Pty Ltd and Newmont Gold Exploration Pty Ltd and to repeal the *Granites Exploration Agreement Ratification Act*

[Assented to 2004]

[Second reading 2004]

The Legislative Assembly of the Northern Territory enacts as follows:

1. Short title

This Act may be cited as the *Tanami Exploration Agreement Ratification Act 2004*.

2. Commencement

This Act comes into operation on the date fixed by the Administrator by notice in the *Gazette*.

3. Definitions

In this Act –

"Agreement" means the agreement between the Territory and Newmont that is set out in the Schedule and includes the Agreement as varied from time to time in accordance with its provisions;

"Newmont" has the same meaning as in the Agreement.

4. Agreement ratified

- (1) For clause 2.1 of the Agreement, the Agreement is ratified.
- (2) The implementation of the Agreement is authorised.
- (3) The provisions of the Agreement operate and take effect according to their terms despite anything to the contrary in any Act or law in force in the Territory.
- (4) If a provision of the Agreement provides for the modification of an Act or law in force in the Territory, the Act or law operates and takes effect as provided for in the Agreement as if the Act or law had been so modified.
- (5) An Act passed after the commencement of this Act must not amend, modify or repeal a provision of the Agreement or affect the operation of a provision of the Agreement unless the Act expressly provides accordingly.
- (6) The Territory, its Ministers, instrumentalities and authorities and any local government authority are authorised, empowered and required to do all things necessary or expedient for the carrying out of or giving full effect to the Agreement.
- (7) Subject to this Act and the Agreement, Newmont must observe and comply with all Acts or laws in force in the Territory applicable in any way to Newmont's operations in the Tanami region.

5. Enforcement

Despite any Act or law in force in the Territory to the contrary, a decree of specific performance may be granted and enforced against the Territory in respect of its obligations under the Agreement in the same circumstances and on the same conditions as a decree of specific performance could be granted and enforced against a subject of the Crown.

6. Repeal

The *Granites Exploration Agreement Ratification Act* (Act No. 44 of 1994) is repealed.

SCHEDULE

Section 3

TANAMI EXPLORATION AGREEMENT

THIS AGREEMENT is made the day of 2004

BETWEEN:

Northern Territory of Australia care of Department of Business Industry and Resource Development, Development House, The Esplanade, Darwin in the Northern Territory of Australia ("the Territory"); and

Newmont Tanami Pty Ltd ACN 007 688 093 **Otter Gold Pty Ltd** ACN 000 796 403 and **Newmont Gold Exploration Pty Ltd** ACN 009 303 262 the registered offices of which are situate at 100 Hutt Street, Adelaide in the State of South Australia ("Newmont").

WHEREAS:

- A. Newmont in 1986 developed and has continuously operated a major gold mine known as The Granites Gold Mine with all of its associated infrastructure in the Tanami region of the Territory.
- B. Newmont expended significant funds on exploration in the Tanami region and specifically in the vicinity of The Granites Gold Mine with the intention of securing the long term viability of The Granites Gold Mine and its associated infrastructure.
- C. Newmont was successful in its exploration efforts and discovered and is now mining additional ore bodies at Dead Bullock Soak and Groundrush in the Tanami region.
- D. In addition to having established and operated a mine and processing plant as part of the infrastructure of The Granites Gold Mine, Newmont also maintains and operates a processing plant known as the Tanami Mine Joint Venture Mill.
- E. Newmont has committed to continuing to spend significant funds on exploration in the Tanami region with the intention of discovering further ore bodies capable of securing the long term viability of its operations in the region.
- F. Newmont has from time to time entered into agreements with the Central Land Council pursuant to Part IV of the *Aboriginal Land Rights (Northern Territory Act) 1976* (C'wlth) ("ALRA") and the *Native Title Act 1993*

(C'wlth) ("NTA") in respect of parts of the Agreement Area the subject of this Agreement.

- G. On 17 May 1994 the Territory and Newmont Tanami Pty Ltd (formerly North Flinders Mines Limited) entered into an agreement known as the "*Granites Exploration Agreement*" for the purpose of facilitating an extension of the period during which Newmont had rights of exploration in respect of areas of the Tanami region more particularly set out in the terms and conditions of that agreement.
- H. The *Granites Exploration Agreement* was ratified by the *Granites Exploration Agreement Ratification Act* of the Territory on 12 September 1994, and expires on 11 September 2004.
- I. Newmont and the Territory wish to enter into this Agreement for the purpose of facilitating a further exploration period during which Newmont has rights of exploration in the Tanami region subject to certain terms and conditions as set out in this Agreement.

AND NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this agreement unless the contrary intention appears:

"Agreement" means this Agreement as varied from time to time in accordance with this Agreement;

"Agreement Area" means the area depicted in Annexure A to this Agreement;

"block" has the same meaning as in Part IV of the *Mining Act*;

"Commencement Date" means the date referred to in clause 3 on which this Agreement commences;

"Exploration Expenditure" means expenditure on exploration as defined in the *Mining Act* in the Agreement Area, but does not include compensation payments pursuant to any ALRA or NTA agreement, the costs of negotiating and entering into an ALRA or NTA agreement, rent for any Exploration Licence, or the administration fee contemplated by clause 12 of this Agreement;

"Exploration Licences" means the exploration licences held or applied for alone by Newmont pursuant to the *Mining Act* within the Agreement Area at any given time during the Term;

Tanami Exploration Agreement Ratification Act 2004

"Granites Exploration Agreement" means the agreement made on the 17th day of May 1994 between the Territory and North Flinders Mines Limited as ratified by the Granites Exploration Agreement Ratification Act of the Territory on 12 September 1994;

"hold" in relation to an Exploration Licence means where Newmont alone is the holder shown in the register established by a mining registrar under Regulation 30 of the Mining Regulations and "held" shall have a corresponding meaning;

"Mining Act" means the Mining Act of the Territory.

"Minister" means the Minister of the Territory for the time being responsible for administering the *Mining Act* and includes any Minister for the time being acting for and on behalf of the Minister;

"Newmont" means Newmont Tanami Pty Ltd, Otter Gold Pty Ltd and Newmont Gold Exploration Pty Ltd or any one or more of them jointly or severally and includes their successors and permitted assigns;

"Normal Tenure Term" means the term of an Exploration Licence as granted by the Minister pursuant to the Mining Act;

"Related Body Corporate" has the same meaning as in the *Corporations Act 2001 (Commonwealth)*;

"Residual Tenure Term" means the unexpired portion of the term of an Exploration Licence still outstanding at the time it became subject to this Agreement.

"Secretary" has the same meaning as in the *Mining Act*;

"Tenure Year" means 12 month periods commencing on 1 January each year during the Term provided the first Tenure Year shall commence on 1 January 2005;

"Term" means the term referred to in clause 3 of this Agreement; and

"The Granites Gold Mine" means the operations for mining and extraction of gold on ML S 8, ML S 134 to ML S 144 inclusive and ML S 154.

- 1.2 This Agreement shall be interpreted in accordance with the *Interpretation Act* as if it were an Act.

2. Ratification by Parliament

- 2.1 This Agreement, other than sub-clause 2.2 shall have no force or effect and shall not be binding on either party unless and until it is signed by both parties and is ratified by an Act of the Legislative Assembly of the Territory, with the assent as provided by the *Northern Territory (Self Government) Act 1978* of the Commonwealth.
- 2.2 The Territory shall take all necessary action to have submitted to the Legislative Assembly at the earliest practicable date a Bill for an Act to ratify this Agreement.

3. Term

- 3.1 This Agreement shall commence on 10 September 2004 and shall continue until 31 December 2014 unless amended or earlier terminated in accordance with this Agreement.
- 3.2 Where prior to the expiry or earlier termination of this Agreement Newmont continues to hold Exploration Licences in the Agreement Area and has not permanently ceased treating minerals at a treatment plant in the Tanami region, Newmont may give notice to the Territory of its desire to enter into negotiations in good faith with the Territory for an amendment to this agreement to extend its term on substantially the same or such amended terms as Newmont and the Territory may agree.

4. Prior Agreement

From the Commencement Date, the Granites Exploration Agreement shall cease to be of effect except to the extent necessary to regulate matters the subject of that agreement arising prior to the Commencement Date.

5. Agreement Area

The Agreement Area shall be the area depicted in Annexure A which area comprises 20,000 blocks.

6. Exploration Licences

- 6.1 (a) Subject to clause 9.2, Newmont may hold Exploration Licences or be the applicant alone for Exploration Licences for an area totalling no more than 10,000 blocks (excluding any blocks in any application for an Exploration Licence that are the subject of a refusal to consent to the grant of an exploration licence under Section 48 of the ALRA for the period that refusal is operative) within the Agreement Area at any one time during the Term.
- (b) For the purposes of clause 6.1(a), where an application has been made pursuant to section 31A of the *Mining Act* over blocks which

are already the subject of an Exploration Licence held by Newmont, those blocks shall not be counted again for the purposes of determining the total of 10,000 blocks referred to in clause 6.1(a).

- 6.2 If at any time during the Term Newmont or any Related Body Corporate holds or applies for Exploration Licences of an area totalling more than 10,000 blocks within the Agreement Area, the Minister will not accept any further application for the grant of any Exploration Licence to Newmont within the Agreement Area until Newmont has reduced its holding so that the Exploration Licences held or applied for by Newmont do not exceed the 10,000 blocks referred to in clause 6.1.
- 6.3 Newmont or any Related Body Corporate shall not at any time during the Term apply for the transfer to them of Exploration Licences in the Agreement Area which result in a total holding by Newmont of more than 10,000 blocks without first reducing its holding so that the Exploration Licences to be transferred do not result in Newmont holding in excess of 10,000 blocks referred to in clause 6.1(a).
- 6.4 Any Exploration Licence held by Newmont at any time during the Term within the Agreement Area shall have its Normal Tenure Term suspended until that Exploration Licence ceases to be subject to this Agreement.
- 6.5 An Exploration Licence ceasing to be subject to this Agreement:
 - (a) within 5 years from the Commencement Date, shall have its Residual Tenure Term reinstated;
 - (b) after 5 years from the Commencement Date, shall have half its Residual Tenure Term reinstated.
- 6.6 Any extension of the term of Exploration Licences is subject to the provisions of the ALRA and the NTA as applicable.
- 6.7 Except to the extent the contrary intention appears in this Agreement, the provisions of the *Mining Act* and all other laws in force in the Northern Territory shall apply to the Exploration Licences as if they were exploration licences granted pursuant to the *Mining Act*.
- 6.8 Where Newmont is the applicant for an Exploration Licence within the Agreement Area, Newmont shall take all reasonable measures and necessary steps to have that Exploration Licence application granted.

7. Rent

- 7.1 The rent payable for the blocks comprised in the Exploration Licences for each Tenure Year during the Term shall be as follows:

Tenure Year	Rent (\$)
1	50.00
2	65.00
3	77.00
4	98.00
5	A rent to be agreed between Newmont and the Territory taking into account the average of the rent that would have been payable in respect of the blocks comprised in the Exploration Licences for the tenure year in question under the provisions of the Mining Act, were it not for this Agreement.
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- 7.2 Rent in respect of the period from or after the commencement of this Agreement until the commencement of the first Tenure Year of the Exploration Licences in the Agreement Area shall be calculated pro rata from the Commencement Date using the rent applicable under the Mining Act allowing any adjustment in respect of rent already paid by Newmont to the Territory in respect of any of the Exploration Licences. Any adjustment to the rent calculated and payable pursuant to this sub-clause shall be made at the time rent is paid for the first Tenure Year.
- 7.3 Rent in respect of each Tenure Year of the Exploration Licences during the Term shall be paid by 31 March in that Tenure Year.
- 7.4 Rent payable for blocks that become subject to this Agreement during a Tenure Year shall be calculated pro rata from the date on which they become subject to this Agreement to the commencement of the next Tenure Year using the rent applicable to the Tenure Year during which they become subject to this Agreement.
- 7.5 Rent payable for blocks that have ceased to be subject to this Agreement other than by relinquishment is to be calculated pursuant to the provisions of the Mining Act as if the blocks were then in the tenure year during which they first became subject to this Agreement. No pro rata reimbursement of rent paid will be allowed for any Exploration Licence that ceases to be subject to this Agreement.

8. Expenditure Commitment

- 8.1 For each Tenure Year the total Exploration Expenditure commitment of Newmont within the Agreement Area shall be an amount determined by multiplying the number of blocks held by Newmont within the Agreement Area during the Tenure Year by \$600.00. Where a block has been held by Newmont for a part of the Tenure Year, the amount of \$600.00 shall be adjusted pro rata for the period of time the block was so held. Newmont may elect to spend the total expenditure commitment on the whole or any one or more of the blocks during the Tenure Year without affecting the standing of any of the Exploration Licences within the Agreement Area.
- 8.2 The amount of \$600.00 referred to in sub-clause 8.1 shall be adjusted annually with effect from the first day of the relevant Tenure Year subsequent to the first Tenure Year by multiplying that amount by an escalator calculated in accordance with the formula:

$$E = \frac{CPI_2}{CPI_1}$$

Where:

E is the escalator

CPI₂ is the Consumer Price Index (All Groups) – Weighted Average Rate for capital cities as published by the Australian Bureau Statistics Catalogue No. 6401.0 being the index number published in respect of the quarter ended 31 December in the year prior to the year of calculation.

CPI₁ is the Consumer Price Index (All Groups) - Weighted Average Rate for capital cities as published by the Australian Bureau of Statistics Catalogue No. 6401.0 being the index number published in respect of the quarter during which the Commencement Date occurred.

- 8.3 Within 2 months following the end of a Tenure Year Newmont shall advise the Secretary of its Exploration Expenditure during the Tenure Year and shall if required make available to the Secretary or his nominee for audit all relevant documentation and other such material as may in the opinion of the Secretary be required to substantiate expenditure by Newmont pursuant to this Clause.
- 8.4 If in any Tenure Year during the term of this Agreement Newmont is or forms the opinion that it may be prevented by an event beyond its reasonable control from expending the minimum amount required to be expended pursuant to this Agreement, Newmont shall give notice to the Secretary within 30 days of the event and the Secretary may, if he or she is satisfied that the notice is based on reasonable grounds, reduce the

minimum expenditure commitment during that Tenure Year taking into account the nature and extent of the event specified in Newmont's notice.

9. Failure to Meet Expenditure Commitment

9.1 Sections 26, 27, 28 and 29 of the *Mining Act* shall not apply to the Exploration Licences.

9.2 (a) If after the end of any Tenure Year the Secretary determines that Newmont has expended less than the minimum Exploration Expenditure commitment, the Secretary shall advise Newmont in writing accordingly and not later than one (1) month after such notice has been received, or during such other period as the Secretary may allow, Newmont shall, in writing, nominate to the Secretary a number of granted blocks within the Agreement Area that Newmont will relinquish calculated in accordance with the following formula:

$$B_R = \frac{TEE - AE}{2 \times MEC}$$

Where:

B_R = Number of blocks to be relinquished;

TEE = Total Exploration Expenditure commitment for the Tenure Year determined under clause 8.1 and 8.2;

AE = Actual Exploration Expenditure by Newmont during the Tenure Year;

MEC = Minimum Exploration Expenditure for a single block for the Tenure Year determined under clause 8.2.

If B_R is not a whole number, B_R shall be rounded down to the nearest whole number

(b) In addition to the relinquishment effected by this clause 9.2, the total number of blocks Newmont is entitled to hold or be the applicant for, pursuant to clause 6 will be reduced by the same number as the granted blocks relinquished.

9.3 If in any Tenure Year after a Tenure Year in respect of which Newmont has relinquished blocks pursuant to clause 9.2, Newmont expends more than the minimum expenditure commitment for each granted block multiplied by the number of granted blocks held by Newmont during that Tenure Year, Newmont will be entitled to have the total number of blocks

increased by one block for every multiple of the amount which is twice the minimum expenditure commitment for a granted block during the Tenure Year in which the minimum expenditure commitment was exceeded provided always that at no time is Newmont entitled to hold or apply for more than the 10,000 blocks referred to in clause 6.1.

10. Assignment

Newmont shall not assign any of its rights or obligations under this Agreement to a person, other than a Related Body Corporate or for the purposes of reconstruction, without the prior written consent of the Minister.

11. Reporting

Sections 32, 33 and 34 of the *Mining Act* shall apply to Newmont in respect of the Exploration Licences except that Newmont may, in respect of the annual report referred to in Section 34 of the *Mining Act*, submit one or (by agreement with the Secretary) more than one report on the exploration activities carried out on the Exploration Licences during that period. The report or reports lodged by Newmont shall be lodged prior to the end of May (or such other date as the Secretary may agree) in each Tenure Year in respect of the previous calendar year and the reference in Section 32(1)(b) of the *Mining Act* to Section 26 of the *Mining Act* shall be read as a reference to clause 9 of this Agreement.

12. Administration Fee

- 12.1 Within one month of the beginning of the first Tenure Year during the Term, Newmont shall pay to the Secretary an administration fee of \$100,000.00.
- 12.2 Within one month of the beginning of each Tenure Year subsequent to the first Tenure Year during the Term, Newmont shall pay to the Secretary an administration fee of \$60,000.00.

13. Termination and Default

- 13.1 This Agreement may be terminated at any time by agreement in writing between the Territory and Newmont.
- 13.2 Newmont may elect to terminate this Agreement at any time on 30 days notice to the Territory.
- 13.3 The Territory may give to Newmont not less than 90 days notice of its intention to terminate this Agreement (except for Clause 14) in the event that:
 - (a) Newmont is in material breach of any provision of this Agreement;

- (b) treatment at both The Granites Gold Mine and the Tanami Mine Joint Venture Mill gold treatment plants permanently ceases without there having been constructed and brought into operation within the Tanami region within one (1) year thereafter another gold treatment plant of substantial capacity; or
- (c) Newmont goes into liquidation (other than voluntary liquidation for the purposes of reconstruction) and does not within that notice period assign its interest in this Agreement to an assignee approved in writing by the Minister pursuant to clause 10.

If upon the expiry of the notice such default has not been remedied the Territory may terminate this Agreement (except for clause 14) by giving not less than 30 days notice to the Company such that this Agreement (except for clause 14) shall terminate upon the expiration of that notice unless such default has been sooner remedied.

- 13.4 Clause 14 of this Agreement shall, unless otherwise agreed in writing by the parties, remain in force notwithstanding any termination pursuant to this clause.

14. Effects of Termination

14.1 On termination of this Agreement:

- (a) Newmont shall immediately pay all amounts due under this Agreement but unpaid to the Territory.
- (b) The remaining term of each of the Exploration Licences shall be calculated in accordance with the provisions of clause 6.4 and the remaining rental of each of the Exploration Licences shall be calculated in accordance with clause 7.5.
- (c) The provisions of the *Mining Act* and all other laws in force in the Northern Territory shall continue to apply to the Exploration Licences as if they were exploration licences granted (and extended as the case may be) pursuant to the *Mining Act*.
- (d) Any obligations of confidentiality between the parties shall continue after termination of this Agreement unless otherwise agreed.

- 14.2 Termination of this Agreement shall not otherwise affect any accrued rights or remedies the parties may have against the other.

15. Amendment

- 15.1 Newmont and the Territory may agree in writing to amend this Agreement.

- 15.2 Where an amendment is agreed between Newmont and the Territory it shall be of no effect until signed by Newmont and the Territory and ratified by an Act of the Legislative Assembly of the Territory with the assent as provided by the *Northern Territory (Self-Government) Act 1978* of the Commonwealth.

16. Notices

- 16.1 A notice given under this Agreement shall be:

- (a) in writing;
- (b) addressed to the address of the recipient specified in this Agreement or as altered by notice given in accordance with this clause;
- (c) hand delivered or sent by pre-paid post to that address or sent by facsimile transmission or electronic transmission and immediately confirmed by hand delivery or pre-paid post.

- 16.2 A notice given in accordance with sub-clause (1) of this clause shall be deemed to have been received:

- (a) if hand delivered, on the date of delivery;
- (b) if sent by pre-paid post, 10 days after the date of posting;
- (c) if sent by facsimile or electronic transmission, on the business day immediately following the day of transmission (provided that the addressee has acknowledged receipt, which acknowledgment shall be promptly sent).

- 16.3 Notice shall be sent to the parties at the following addresses:

The Territory:

c/- The Secretary
Department of Business, Industry & Resource Development
PO Box 3000
Darwin NT 0801

Newmont:

The Senior Administrator Land Management
Newmont Australia Limited
PO Box 1123
West Perth WA 6972

17. Severability

- 17.1 Subject to sub-clause (2), if any provision of this Agreement is unenforceable, illegal or void then it is severed and the other provisions of this Agreement, provided they are self-sustaining, capable of independent enforcement and do not operate to the material prejudice of either party, shall remain in force.
- 17.2 Should such unenforceability, illegality or voidness arise from the application of a provision of this Agreement to some only of the Exploration Licences or some only of the blocks contained in the Exploration Licences such Exploration Licences or blocks are severed and the provisions of this Agreement provided they continue to be self-sustaining, capable of independent enforcement and do not operate to the material prejudice of either party in respect of the remaining Exploration Licences or blocks, shall remain in force.

18. Applicable Law

This Agreement is governed by the laws of the Territory and the parties shall comply with all applicable laws of the Commonwealth and subject to the Act of ratification referred to in clause 2 of this Agreement, all laws of the Territory applicable to Newmont's operations in the Tanami region.

IN WITNESS WHEREOF the parties have executed this agreement.

SIGNED for and on behalf)
of the **NORTHERN TERRITORY**)
OF AUSTRALIA by)
)
Minister for Mines and Energy)

(Witness)

The common seal of)
NEWMONT TANAMI PTY LTD)
(ACN 007 688 093))
was hereunto affixed in)
the presence of:)

Director

Director/Secretary

Tanami Exploration Agreement Ratification Act 2004

The common seal of)
OTTER GOLD PTY LTD)
(ACN 000 796 403))
was hereunto affixed in)
the presence of:)

Director

Director/Secretary

The common seal of)
NEWMONT GOLD EXPLORATION)
PTY LTD (ACN 009 303 262))
was hereunto affixed in)
the presence of:)

Director

Director/Secretary

TANAMI EXPLORATION AGREEMENT

NORTHERN TERRITORY OF AUSTRALIA
--

AND

NEWMONT TANAMI PTY LTD

(ACN 007 688 093)

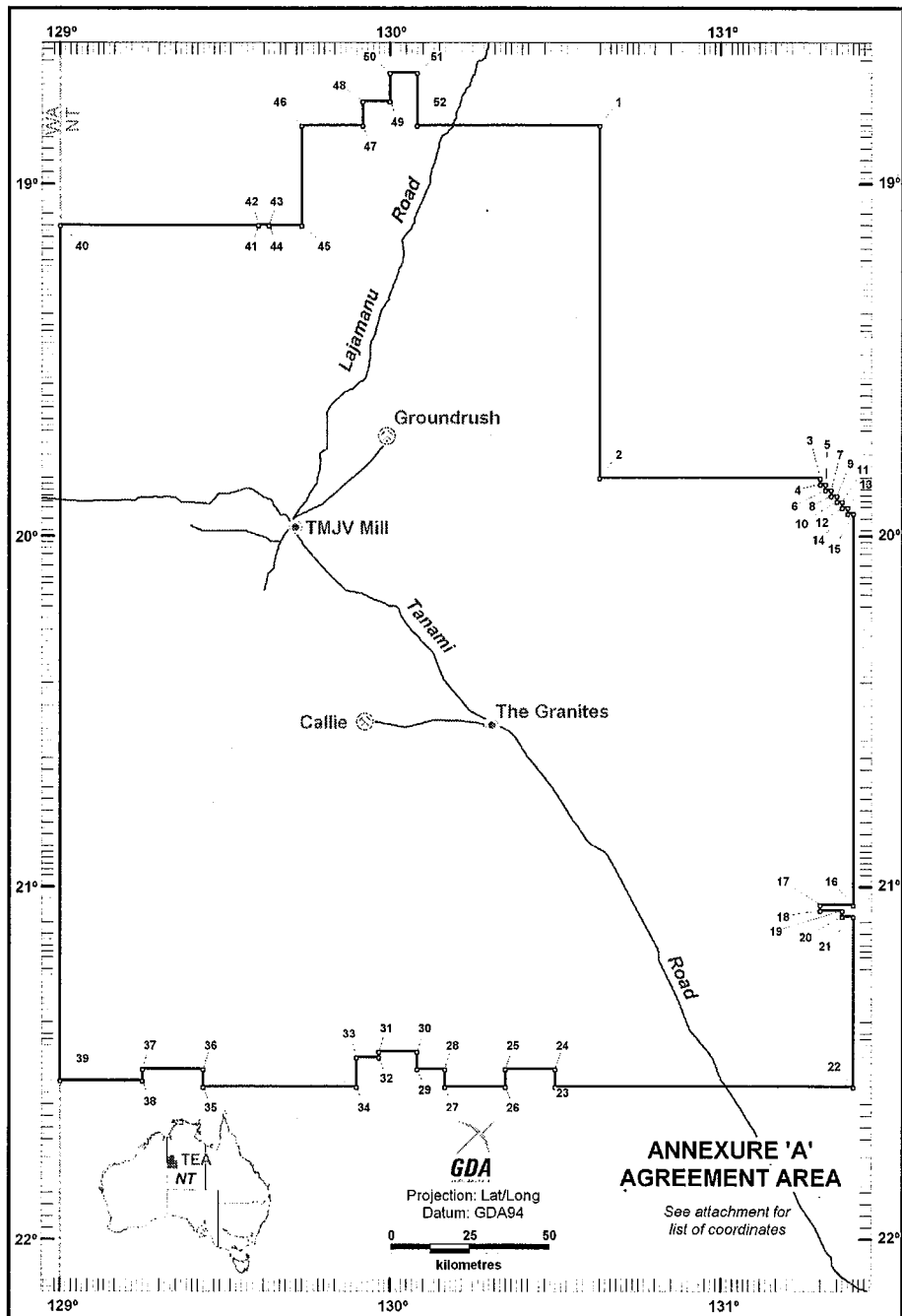
OTTER GOLD PTY LTD

(ACN 000 746 403)

NEWMONT GOLD EXPLORATION PTY LTD

(ACN 009 303 262)

ANNEXURE A



1. Agreement Area Coordinates					
NODE	Long Decimal	Lat Decimal	Long DMS	Lat DMS	Description
1	130.633331	-18.833333	130° 38' 00"	18° 50' 00"	Commencing from datum (Node 1) located at the north east corner at coordinate Latitude 18° 50' 00", longitude 130° 38' 00" thence proceeding south to latitude 19° 50' 00"
2	130.633331	-19.833333	130° 38' 00"	19° 50' 00"	thence proceeding east to longitude 131° 18' 00"
3	131.300000	-19.833333	131° 18' 00"	19° 50' 00"	thence proceeding south to latitude 19° 51' 00"
4	131.300000	-19.850000	131° 18' 00"	19° 51' 00"	thence proceeding east to longitude 131° 19' 00"
5	131.316667	-19.850000	131° 19' 00"	19° 51' 00"	thence proceeding south to latitude 19° 52' 00"
6	131.316667	-19.866667	131° 19' 00"	19° 52' 00"	thence proceeding east to longitude 131° 20' 00"
7	131.333333	-19.866667	131° 20' 00"	19° 52' 00"	thence proceeding south to latitude 19° 53' 00"
8	131.333333	-19.883333	131° 20' 00"	19° 53' 00"	thence proceeding east to longitude 131° 21' 00"
9	131.350000	-19.883333	131° 21' 00"	19° 53' 00"	thence proceeding south to latitude 19° 54' 00"
10	131.350000	-19.900000	131° 21' 00"	19° 54' 00"	thence proceeding east to longitude 131° 22' 00"
11	131.366667	-19.900000	131° 22' 00"	19° 54' 00"	thence proceeding south to latitude 19° 55' 00"
12	131.366667	-19.916667	131° 22' 00"	19° 55' 00"	thence proceeding east to longitude 131° 23' 00"
13	131.383333	-19.916667	131° 23' 00"	19° 55' 00"	thence proceeding south to latitude 19° 56' 00"
14	131.383333	-19.933333	131° 23' 00"	19° 56' 00"	thence proceeding east to longitude 131° 24' 00"
15	131.400000	-19.933333	131° 24' 00"	19° 56' 00"	thence proceeding south to latitude 19° 56' 00"
16	131.399999	-21.050000	131° 24' 00"	21° 03' 00"	thence proceeding west to longitude 131° 18' 00"
17	131.299998	-21.050000	131° 18' 00"	21° 03' 00"	thence proceeding south to latitude 21° 04' 00"
18	131.299998	-21.066667	131° 18' 00"	21° 04' 00"	thence proceeding east to longitude 131° 22' 00"
19	131.366665	-21.066667	131° 22' 00"	21° 04' 00"	thence proceeding south to latitude 21° 05' 00"
20	131.366665	-21.083333	131° 22' 00"	21° 05' 00"	thence proceeding east to longitude 131° 24' 00"
21	131.399998	-21.083333	131° 24' 00"	21° 05' 00"	thence proceeding north to latitude 21° 31' 00"
22	131.400002	-21.566667	131° 24' 00"	21° 34' 00"	thence proceeding west to longitude 130° 30' 00"
23	130.500000	-21.566667	130° 30' 00"	21° 34' 00"	thence proceeding north to latitude 21° 31' 00"
24	130.499998	-21.516667	130° 30' 00"	21° 31' 00"	thence proceeding west to longitude 130° 21' 00"
25	130.349998	-21.516667	130° 21' 00"	21° 31' 00"	thence proceeding south to latitude 21° 34' 00"
26	130.349998	-21.566667	130° 21' 00"	21° 34' 00"	thence proceeding west to longitude 130° 10' 00"
27	130.166665	-21.566667	130° 10' 00"	21° 34' 00"	thence proceeding north to latitude 21° 31' 00"
28	130.166665	-21.516667	130° 10' 00"	21° 31' 00"	thence proceeding west to longitude 130° 05' 00"
29	130.083331	-21.516667	130° 05' 00"	21° 31' 00"	thence proceeding north to latitude 21° 28' 00"
30	130.083331	-21.466667	130° 05' 00"	21° 28' 00"	thence proceeding west to longitude 129° 58' 00"
31	129.966665	-21.466667	129° 58' 00"	21° 28' 00"	thence proceeding south to latitude 21° 29' 00"
32	129.966665	-21.483333	129° 58' 00"	21° 29' 00"	thence proceeding west to longitude 129° 54' 00"
33	129.899998	-21.483333	129° 54' 00"	21° 29' 00"	thence proceeding south to latitude 21° 34' 00"
34	129.899998	-21.566667	129° 54' 00"	21° 34' 00"	thence proceeding west to longitude 129° 26' 00"
35	129.433331	-21.566667	129° 26' 00"	21° 34' 00"	thence proceeding north to latitude 21° 31' 00"
36	129.433331	-21.516667	129° 26' 00"	21° 31' 00"	thence proceeding west to longitude 129° 15' 00"
37	129.499998	-21.516667	129° 15' 00"	21° 31' 00"	thence proceeding south to latitude 21° 33' 00"

38	129.249998	-21.550000	129° 15' 00"	21° 33' 00"	thence proceeding west to longitude 129° 00' 05"
39	129.001290	-21.550000	129° 00' 04.84"	21° 33' 00"	thence proceeding north to latitude 19° 07' 00"
40	129.001270	-19.116667	129° 00' 04.57"	19° 07' 00"	thence proceeding east to longitude 129° 36' 05"
41	129.601265	-19.116667	129° 36' 04.55"	19° 07' 00"	thence proceeding north to latitude 19° 06' 55"
42	129.601265	-19.115229	129° 36' 04.55"	19° 06' 54.82"	thence proceeding east to longitude 129° 38' 05"
43	129.634605	-19.115256	129° 38' 04.58"	19° 06' 54.92"	thence proceeding south to latitude 19° 07' 00"
44	129.634605	-19.116667	129° 38' 04.58"	19° 07' 00"	thence proceeding east to longitude 129° 44' 00"
45	129.733331	-19.116667	129° 44' 00"	19° 07' 00"	thence proceeding north to latitude 18° 50' 00"
46	129.733331	-18.833333	129° 44' 00"	18° 50' 00"	thence proceeding east to longitude 129° 55' 05"
47	129.917932	-18.833333	129° 55' 04.56"	18° 50' 00"	thence proceeding north to latitude 18° 45' 55"
48	129.917932	-18.765254	129° 55' 04.56"	18° 45' 54.91"	thence proceeding east to longitude 130° 00' 00"
49	129.999998	-18.765254	130° 00' 00"	18° 45' 54.91"	thence proceeding north to latitude 18° 41' 00"
50	129.999998	-18.683333	130° 00' 00"	18° 41' 00"	thence proceeding east to longitude 130° 05' 00"
51	130.083331	-18.683333	130° 05' 00"	18° 41' 00"	thence proceeding south to latitude 18° 50' 00"
52	130.083331	-18.833333	130° 05' 00"	18° 50' 00"	thence proceeding east to longitude 130° 38' 00" (Node 1)
1	130.633331	-18.833333	130° 38' 00"	18° 50' 00"	