

WAIHI NORTH PROJECT - SCHEDULE 1: PROPOSED CONDITIONS COMMON TO THE HAURAKI DISTRICT COUNCIL AND WAIKATO REGIONAL COUNCIL RESOURCE CONSENTS

[Note – the ‘comment’ column has been provided for guidance and interpretation purposes only, and is not proposed to form part of the consent conditions]

	Condition	Comment
	Interpretation	
C1	<p>For the purposes of these consents:</p> <ul style="list-style-type: none"> a. The Biodiversity Project Area and Areas, 1, 2, 3, 5, 6 and 7 mean the areas identified on Plans BP1, WNP1, WNP2, WNP3, WNP5, WNP6 and WNP7 annexed as Attachment 1 to these conditions. b. Mine site means Areas 1, 2, 3, 5, 6 and 7, as identified on Plans WNP1, WNP2, WNP3, WNP5, WNP6 and WNP7 annexed as Attachment 1 to these conditions. c. Mining activities means the activities listed in Condition 1.b. – 1.h. of the Hauraki District Council land use consent. d. Investigative drilling means all drilling undertaken for geotechnical and hydrogeological investigation purposes either from a drill site or portable rig location and includes holes drilled for the installation of groundwater monitoring piezometers. e. Investigative drill site means any site which accommodates a drilling platform and is used for investigative drilling, excluding the four (maximum) vent shaft / pumping test sites which are to be established in the Coromandel Forest Park (“CFP”). f. Exploration drilling means drilling undertaken to evaluate the mineral resource. g. Exploration drill site means any site which accommodates a drilling platform and is used for the purpose identified in (f). h. Portable drill rig location means any location at which a portable drilling rig is used for any purpose. 	
	General	
C2	The activities authorised by this consent must be undertaken in accordance with the information contained in the Assessment of Environmental Effects (3 March 2025) and supporting technical	



	Condition	Comment
	documents submitted by OceanaGold New Zealand Limited ("the Consent Holder") to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Waihi North Project under the Fast-track Approvals Act 2024 ("Act").	
C3	In the event of any conflict or discrepancy between the documents noted above and the conditions of this consent, the conditions shall prevail.	
	Management Plans	
C4	<p>This consent must be exercised in accordance with the following management plans:</p> <ul style="list-style-type: none"> a. WUG Ecology and Landscape Management Plan ("ELMP-WUG"). b. Waihi Area Ecology and Landscape Management Plan ("ELMP-WA"). c. Coromandel Forest Park Kauri Dieback Management Plan ("CFP-KDMP"). d. Vibration Management Plan ("VMP"). e. Wharekirauponga Animal Pest Management Plan ("WAPMP"). f. Wharekirauponga Underground Mine Water Management Plan ("WUG-WMP"). g. Archaeological Management Plan. 	
C5	<p>The following management plans must be submitted to the Consent Authority for certification, at least 30 working days prior to the Works referred to in the relevant management plan commencing:</p> <p>To be certified by Hauraki District Council:</p> <ul style="list-style-type: none"> a. Native Frog Monitoring Plan. b. Construction Noise Management Plan. c. Operational Noise Management Plan. d. Construction Traffic Management Plan. e. Willows Road Upgrade Design. f. Willows Road Maintenance Programme. g. Baxter Road Condition Survey. h. Site Management Plan - Contaminated Land. i. Waihi Skills Development and Training Action Plan. 	



	Condition	Comment
	<p>j. Workforce Accommodation Assessment.</p> <p>k. Social Impact Management Plan.</p> <p>l. Drill sites / Ventilation Sites - Site Selection Report.</p> <p>m. Kenny Street Carpark Subsidence Hazard Zone Management Plan.</p> <p>n. Hazardous Substances Management Plan (Areas 1, 2 and 5 only).</p> <p>o. Rehabilitation and Closure Plan.</p> <p>To be certified By Waikato Regional Council:</p> <p>p. Site Specific Erosion and Sediment Control Plans.</p> <p>q. Chemical Treatment Plan.</p> <p>r. Water Management Plan.</p> <p>s. Waste Classification Management Plan.</p> <p>t. Air Quality Management Plan.</p> <p>u. Dewatering and Settlement Monitoring and Management Plan ("DSMMP").</p> <p>v. Willows Rock Stack Monitoring and Management Plan.</p> <p>w. GOPTSF Monitoring and Management Plan.</p> <p>x. Area 5 Rock Storage Monitoring and Management Plan.</p> <p>y. Northern Rock Stack Monitoring and Management Plan.</p> <p>z. TSF3 Monitoring and Management Plan.</p> <p>aa. Area 7 Collection Ponds (S6 and S7) Design.</p> <p>bb. Rehabilitation and Closure Plan.</p> <p>cc. Stream Diversion and Development Plan.</p> <p>dd. Stream Enhancement Riparian Planting Plan.</p> <p><i>Advice Note: The Native Frog Monitoring Plan required by Condition C5(a) is to also be certified by the Department of Conservation.</i></p>	
C6	All activities authorised by this consent must be undertaken in accordance with the management plans referred to in Condition C5.	
C7	The Consent Holder must ensure that a printed copy of each Management Plan, including any certified amendments, is kept onsite at all times and that each copy is updated within 5 working days of any amendments being certified.	



	Condition	Comment
	Amendments to Management Plans	
C8	<p>a. The Consent Holder may make amendments to any of the management plans referred to in Conditions C4 and C5 at any time.</p> <p>b. Any amendment to any management plan must be submitted to and certified by the Consent Authority and any works associated with the amendment must not commence until certification has occurred.</p> <p>c. For amendments made to the management plans listed in Condition C4, the Consent Authority is;</p> <ul style="list-style-type: none"> i. Terrestrial aspects of an ELMP – Hauraki District Council. ii. Aquatic aspects of an ELMP - Waikato Regional Council. iii. CFP-KDMP – Hauraki District Council. iv. VMP – Hauraki District Council. v. WAPMP – Hauraki District Council. vi. WUGWMP – Waikato Regional Council. vii. DSMMP – Hauraki District Council. 	
	Tangata Whenua Conditions	
	<u>Iwi Advisory Group</u>	
C9	<p>Upon the first exercise of this consent the consent holder must invite the following parties to establish an Iwi Advisory Group to assist the consent holder to undertake the functions set out in Condition C.10.</p> <ul style="list-style-type: none"> • Ngāti Hako • Ngāti Maru • Ngāti Puu • Ngāti Tamaterā • Ngāti Tara Tokanui / Ngāti Koi • Ngāti Whanaunga • Waihi Community Marae 	
C10	<p>The functions of the Iwi Advisory Group are to:</p> <p>a. Facilitate engagement and long-term working relationships between OGNZL and tangata whenua in respect of the WNP,</p>	



	Condition	Comment
	<p>and the management and monitoring of environmental effects;</p> <p>b. Identify and create opportunities for social, economic and environmental enhancement through enhancement of the cultural values and interests as they relate to the project;</p> <p>c. Assist the Consent Holder in developing the Cultural Practices Plan required under Condition C.16;</p> <p>d. Provide input to any review of the management plans specified in Condition C.11;</p> <p>e. Provide input to preparation or review of the management plans listed in Condition C.12;</p> <p>f. Provide other cultural advice as may be required;</p> <p>g. Nominate the cultural representative on the Peer Review Panel; and</p> <p>h. Nominate the tangata whenua representative(s) on the Waihi Skills Development Training and Action Group.</p>	
C11	<p>The management plans referred to in Condition C.10(d) are:</p> <p>a. WUG Ecology and Landscape Management Plan.</p> <p>b. Waihi Area Ecology and Landscape Management Plan.</p> <p>c. CFP-KDMP.</p> <p>d. Wharekirauponga Animal Pest Management Plan.</p> <p>e. Vibration Management Plan.</p>	
C12	<p>The management plans referred to in Condition C.10(e) are:</p> <p>a. Rehabilitation and Closure Plan.</p> <p>b. Air Quality Management Plan.</p> <p>c. Water Management Plan.</p> <p>d. Willows Rock Stack Monitoring and Management Plan.</p> <p>e. Northern Rock Stack Monitoring and Management Plan.</p> <p>f. GOPTSF Monitoring and Management Plan.</p> <p>g. TSF3 Monitoring and Management Plan.</p> <p>h. Site Specific Erosion and Sediment Control Plans.</p> <p>i. Chemical Treatment Plan.</p>	

	Condition	Comment
C13	The Consent Holder shall invite the Iwi Advisory Group to hold meetings at quarterly intervals, or at any other frequency as may be agreed by the Iwi Advisory Group.	
C14	<p>The Consent Holder's obligations in respect of the Iwi Advisory Group are to:</p> <ol style="list-style-type: none"> Provide a venue for the Iwi Advisory Group meetings at the Consent Holder's cost; Meet the reasonable costs of all appointed iwi representatives; Resource any other reasonable needs or costs associated with the functioning of the Group; Record the main points arising from each meeting of the Group and provide a copy of that record to all tangata whenua members of the Group within 10 working days following each meeting; Consider and, if requested by tangata whenua members of the Group, provide a written or other appropriate response to, all recommendations made by the Group; To make available any staff members or independent experts engaged by the Consent Holder to appear before the Group, with the costs of the experts' attendances and any necessary preparation to be met by the Consent Holder; Subject to any operational or health and safety constraints, provide ongoing opportunities for tangata whenua to walk the Site before works commence and for visits to the Site over the life of the operations; and Consider and, if requested, respond to the outcomes of any cultural monitoring undertaken by tangata whenua. 	
C15	Irrespective of participation in the Iwi Advisory Group, the Consent Holder must engage with any of the iwi listed in Condition C.9 independently regarding any of the matters listed in Condition C.10 if so requested.	
	<u>Cultural Practices Plan</u>	
C16	The consent holder shall prepare a Cultural Practices Plan with the assistance of the Iwi Advisory Group.	



	Condition	Comment
C17	<p>The purpose of the Cultural Practices Plan is to assist tangata whenua to express their tikanga and fulfil their role as kaitiaki in relation to the WNP. It shall include (but not be limited to):</p> <ul style="list-style-type: none"> a. Protocols for karakia. b. Cultural monitoring protocol(s). c. Accidental discovery protocol(s). d. Protocol(s) for handling of indigenous fauna and flora. e. Protocol(s) for managing light and noise during culturally significant times. 	
C18	Where activities authorised by this consent are addressed in the Cultural Practices Plan, they shall be undertaken in accordance with the relevant provisions of Cultural Practices Plan.	
	<u>Cultural Awareness Programme</u>	
C19	The consent holder shall ensure that a Cultural Awareness Programme is provided to the consent holder's staff and full-time contractors working in the WNP operations. The Cultural Awareness Programme shall be provided initially prior to the first exercise of this consent, and thereafter as required on a six-monthly basis for the duration of mining activities authorised by this consent.	
C20	Subject to their agreement, the Cultural Awareness Programme shall be prepared and delivered by tangata whenua who have a particular interest in the project area in conjunction with the consent holder. The consent holder shall be solely responsible for all reasonable costs associated with the preparation and delivery of the Cultural Awareness Programme.	
C21	The consent holder shall keep a record of when the Cultural Awareness Programme has been delivered to its staff and full-time contractors, and which staff and full-time contractors have attended the Cultural Awareness Programme.	
	<u>Karakia</u>	
C22	Prior to the commencement of works in each of Areas 1-7, the iwi entities listed in Condition C.9 shall be offered the opportunity to conduct karakia.	
	Annual Work Programme	

	Condition	Comment
C23	<p>No later than 20 working days prior to the first exercise of this consent, and annually thereafter no later than the anniversary of works commencing, or at any other date approved by the Hauraki District Council and the Waikato Regional Council (“the Councils”) in writing, the Consent Holder must provide to the Councils an Annual Work Programme for the following year (for information purposes). The Annual Work Programme must include:</p> <ul style="list-style-type: none"> a. Details of the mining activities proposed for the following year; b. A description of the proposed sequencing of works and the environmental procedures to be adopted during the works; and c. Details of the proposed progressive rehabilitation and revegetation of active areas of the mine site. <p><i>Advice Note: The Annual Work Programme may be prepared in conjunction with the Annual Work Programme prepared in accordance with the consent requirements applying to other mines in the Waihi area.</i></p>	
	Company Liaison Officer	
C24	At least 20 working days prior to the exercise of this consent, the Consent Holder must appoint a person (the “Company Liaison Officer”) to liaise between the Consent Holder, the community and the Councils.	
C25	The Company Liaison Officer must have sufficient delegated authority to be able to deal immediately with complaints received and to investigate those complaints as soon as possible after receipt. The Company Liaison Officer must be appointed for the duration of the mining activities associated with this consent, but may be replaced from time to time by the Consent Holder, at its discretion.	
C26	The name of the Company Liaison Officer, together with the phone number and email address they can be contacted at, must be available on the Consent Holder’s website prior to the exercise of this consent and must remain on the website for the duration of mining activities authorised by this consent.	
	Complaints Procedure	
C27	The Consent Holder must maintain and keep a complaints register for any complaints received in relation to activities authorised by	



	Condition	Comment
	<p>these consents. As a minimum, the register must record the following:</p> <ol style="list-style-type: none"> The date, time, and details of the complaint; The incident that resulted in the complaint, if known, including its location; Any corrective action taken by the Consent Holder in response to the complaint, including timing of that corrective action; and Communication with the complainant in response to the complaint. 	
C28	The complaints register must be made available to the Councils on request or as otherwise specified in specific resource consent conditions for the Waihi North Project.	
	Accidental Discovery Protocol	
C29	<p>In the event that any unidentified archaeological site is located when exercising this consent, the following procedures must be undertaken by the Consent Holder:</p> <ol style="list-style-type: none"> All work must cease, and machinery within 20 m of the discovery shut down; The Consent Holder must notify the Heritage New Zealand Regional Archaeologist; If the site appears to be of Māori origin, the Consent Holder must also notify the tangata whenua entities listed in d. of the discovery and ensure site access to enable appropriate cultural procedures and tikanga to be undertaken (as long as all statutory requirements under the Heritage New Zealand Pouhere Taonga Act 2014 and the Protected Objects Act 1975 have been met); The tangata whenua entities referred to in c. are: <ul style="list-style-type: none"> Ngāti Hako Ngāti Maru Ngāti Puu Ngāti Tamaterā Ngāti Tara Tokanui / Ngāti Koi Ngaati Whanaunga 	



	Condition	Comment
	<p>e. If human remains (koiwi tangata) are discovered, the Consent Holder must also advise the New Zealand Police; and</p> <p>f. Works affecting the discovery must not recommence until Heritage New Zealand provides written approval or an archaeological authority has been obtained. Such authorisations must be provided to the Councils.</p> <p>Except insofar as it relates to koiwi, this condition only applies to those areas not subject to an archaeological authority obtained under the Fast-track Approvals Act 2024 or Heritage New Zealand Pouhere Taonga Act 2014.</p> <p><i>Advice Note: The Heritage New Zealand Pouhere Taonga Act 2014 provides for the recording, protection, and preservation of archaeological sites whether registered or not. As such, any land use activity likely to damage, modify or destroy any pre-1900 archaeological site (whether recorded or unrecorded) will require an archaeological authority from Heritage New Zealand for the work to lawfully proceed. This applies to all sites, regardless of whether a building or resource consent has been granted or not.</i></p>	
	The Waihi North Biodiversity Project	
C30	<p>The Consent Holder must establish and implement a Biodiversity Enhancement and Predator Control Programme (the “Biodiversity Project”) within the approximately 18,870 hectare of public conservation land (the “Biodiversity Project Area”) shown in the Figure BP1 annexed in Attachment 1 to this consent.</p> <p><i>Advice Note: The land shown in Figure BP1 specifies the overall project area, or “envelope”, within which Biodiversity Project activities will be undertaken. It is not the intention that particular biodiversity enhancement and predator control activities will be applied uniformly across the entire area.</i></p>	<p>The Biodiversity Project is a beneficial action to be undertaken voluntarily by the Consent Holder in addition to other biodiversity-related actions required by this consent. It is not required to remedy, mitigate, offset or compensate for any adverse effects of the mining activities associated with the Waihi North Project.</p> <p>The Biodiversity Project is in addition to pest management the Consent Holder is required to undertake in the Wharekirauponga Pest Management Area under Condition 131 of the</p>



	Condition	Comment
		Hauraki District Council Land Use Consent.
C31	<p>The objectives of the Biodiversity Project are:</p> <ol style="list-style-type: none"> to provide long term (inter-generational) ecological benefits to the wider CFP area, over and above the management of mining effects; and to assist tangata whenua in their exercise of kaitiakitanga 	To allow due exercise of kaitiakitanga, it is intended that the specific objectives and details of the Waihi North Biodiversity Project will be developed and implemented in partnership with tangata whenua.
	Waihi North Biodiversity Project Fund	
C32	Prior to commencing construction of the Dual Tunnel within Area 1 the Consent Holder must make available sufficient funds to finance the design of the Waihi North Biodiversity Project and the activities of the Biodiversity Project Group required by Condition C36.	The Dual Tunnel is expected to take about 3 years to reach the ore resource. During this period the Biodiversity Project Group and the associated Biodiversity Project Plan would be established. OGNZL is required to fund those processes.
C33	<p>Prior to the commencement of stoping within Area 1 the Consent Holder must establish a fund to implement the Biodiversity Project as follows:</p> <ol style="list-style-type: none"> Initial payment of \$2,400,000; and thereafter; Payments of \$600,000 annually, paid by 31 March each year. <p>The Consent Holder must continue the funding set out within b. above for a period that is the later of ten years from the date of the initial payment referred to in a. or the completion of stoping.</p> <p>The rates in a. and b. will be adjusted for the start of each calendar year by the annual Consumer Price Index (CPI) published by Statistics New Zealand and made publicly available on the Consent Holder's website.</p>	<p>This represents the minimum amount of money that OGNZL will commit to implementing the Biodiversity Project.</p> <p>Additional money may be sourced for the programme from other sources.</p>
C34	The monies paid into the fund account in accordance with Condition C33 must be allocated to the extent necessary to finance:	



	Condition	Comment
	<ul style="list-style-type: none"> a. The ongoing operation of the Biodiversity Project Group in accordance with Conditions C36 to C38; b. The implementation of the Biodiversity Project Plan in accordance with Conditions C39 to C40; and c. The ongoing review and updating of the Biodiversity Project Plan. 	
	Biodiversity Project Group	
C35	<p>Prior to commencing construction of the Dual Tunnel within Area 1 the Consent Holder must invite the following entities to participate in a Biodiversity Project Group:</p> <ul style="list-style-type: none"> a. Ngāti Hako b. Ngāti Maru c. Ngāti Puu d. Ngāti Tamaterā e. Ngāti Tara Tokanui / Ngāti Koi f. Ngaati Whanaunga g. Department of Conservation 	The composition of the group that will oversee the design, governance, implementation, monitoring and review of the Biodiversity Project is subject to ongoing discussion with tangata whenua and the Department of Conservation.
C36	<p>The purpose of the Biodiversity Project Group is to:</p> <ul style="list-style-type: none"> a. Oversee the design, governance, implementation, monitoring and review of the Biodiversity Project; and b. In partnership with the consent holder, allocate the funding specified in Condition C33 in accordance with Condition C34. 	
C37	<p>Subject any or all of the groups listed in Condition C35 agreeing to participate, the Biodiversity Project Group must comprise:</p> <ul style="list-style-type: none"> a. An independent chair; b. Representatives of the Consent Holder; c. At least one suitably qualified and experienced restoration ecologist appointed by the Consent Holder; and d. Representatives of each of the groups listed in Condition C35 who agree to participate. 	The restoration ecologist is to be agreed by the Biodiversity Group before being formally appointed by the applicant.
C38	Subject to any or all of the groups listed in Condition C35 agreeing to participate, the Biodiversity Project Group must be convened for the	



	Condition	Comment
	first time within 6 months of the Consent Holder commencing construction of the Dual Tunnel within Area 1. Thereafter, the frequency at which the Group meets shall be determined by the Project Group itself in order to fulfil its purpose under Condition C36.	
	The Biodiversity Project Plan	
C39	<p>The Consent Holder must prepare a Biodiversity Project Plan. no later than 36 months after the Consent Holder commences construction of the Dual Tunnel within Area 1. A copy of the Biodiversity Project Plan must be provided to the Councils.</p> <p>Provided any or all of the groups listed in Condition C35 agree to participate, the Biodiversity Project Plan must be prepared in partnership with the Biodiversity Project Group.</p> <p>The Biodiversity Project Plan must specify:</p> <ol style="list-style-type: none"> The delivery mechanism for the Biodiversity Project (e.g. charitable company or trust, NZ National Parks and Conservation Foundation or other appropriate entity); The specific management and enhancement objectives for the Biodiversity Project; The detailed programme of activity for the first 5 years following the commencement of activities authorised by this consent; Any land access arrangements with the Department of Conservation which are required to implement the Project Plan; Measurable and time bound performance targets for effectively reducing pest species; Methods of outcome monitoring for pest and native species to determine programme effectiveness; and The reporting and review process for the programme. 	<p>These conditions require OGNZL to develop, implement and review the Biodiversity Project Plan in partnership with the Biodiversity Project Group. As is outlined above these activities are funded by the Biodiversity Project Fund.</p> <p>The requirement to complete the initial Biodiversity Project Plan within 36 months of commencing construction of the Dual Tunnel means it will be ready for implementation before the Consent Holder commences mining of ore.</p>
C40	The Consent Holder must implement the Biodiversity Project Plan and, provided that it has been established, do so in partnership with the Biodiversity Project Group.	
C41	The Biodiversity Project Plan may be reviewed and updated by the Consent Holder at any time, after consultation with the Biodiversity Project Group. The Consent Holder must ensure the Councils are	



	Condition	Comment
	<p>provided with the current version of the Biodiversity Project Plan within four weeks of any update being completed.</p> <p>Any such review must adopt the matters addressed in Condition C42c.</p>	
	Reporting	
C42	<p>The Consent Holder must provide an annual report to the Councils by 30 June each year which summarises:</p> <ol style="list-style-type: none"> The activities undertaken by the Biodiversity Project Group; Progress on the development and/or implementation of the Biodiversity Project Plan (as appropriate). Where aspects of the Biodiversity Project Plan have not been implemented within the timeframes set out in the Biodiversity Project Plan, the Report must include the reasons why, and the measures that have been taken by the Consent Holder in partnership with the Biodiversity Project Group, or are intended to be taken by the Consent Holder in partnership with the Biodiversity Project Group, to address timing issues as quickly as is practicable; An assessment of the effectiveness of the Biodiversity Project Plan in achieving its objectives and performance indicators. Where the report identifies the that the performance indicators have not been achieved or maintained the Report must include: <ol style="list-style-type: none"> The reasons why the performance indicators have not yet been achieved; Details of any specific measures that have already been implemented, or are intended to be implemented to achieve the performance indicators; and Any amendments to the Biodiversity Project Plan which would assist the Consent Holder and Biodiversity Project Group to meet the objectives of the Biodiversity Project Plan. 	<p>These conditions specify the requirements for OGNZL to report on progress in delivering the Biodiversity Project Plan.</p> <p>As is outlined above these activities are funded by the Biodiversity Project Fund.</p>
	Monitoring Equipment	
C43	<p>The installation of all monitoring equipment required by this consent must adopt best practice and minimise associated impacts on the environment to the extent practicable.</p>	



	Condition	Comment
	Portable Rigs	
C44	The utilisation of portable rigs must adopt best practice and minimise associated impacts on the environment to the extent practicable.	
	Dewatering and Settlement	
C45	The consent holder must ensure that tunnelling and mining activities do not cause surface instability or differential settlement that could damage infrastructure or buildings on land not owned by the Consent Holder.	
C46	The consent holder must prevent dewatering from adversely affecting any existing authorised groundwater abstraction.	
	Dewatering and Settlement Monitoring Plan	
C47	All tunnelling or mining activities in Area 2, Area 3 and/or Area 5 must be undertaken in accordance with the Dewatering and Settlement Monitoring Plan referred to in Condition C4, subject to any amendments made under Condition C8.	
	<i>Reporting</i>	
C48	<p>In the event that monitoring undertaken in accordance with Dewatering and Settlement Monitoring Plan shows that:</p> <ul style="list-style-type: none"> a. A tilt greater than 1 in 1,000 occurs between any two network monitoring locations and that tilt affects infrastructure or buildings on land not owned by the Consent Holder; or b. There is a significant variance from the predicted settlement rates in that Plan; or c. Dewatering results in adverse impacts on aquifer systems such that existing authorised groundwater supplies used for domestic, stock or other purposes are adversely impacted; <p>Within 20 days of receiving the results of the monitoring, the Consent Holder must provide a written report to the Councils that includes:</p> <ul style="list-style-type: none"> i. An explanation of the cause of the tilting or adverse effect on groundwater abstraction point(s); 	



	Condition	Comment
	<p>ii. Proposed contingency measures to remedy or mitigate the adverse effect, including the timing for implementation of those measures; and</p> <p>iii. The steps the Consent Holder proposes to take in order to prevent any further occurrence of the situation.</p> <p>The Consent Holder must implement any contingency measures identified in the report within the stated time limit.</p>	
	<p>WUG Ecology and Landscape Management Plan (ELMP-WUG)</p> <p>Waihi Area Ecology and Landscape Management Plan (ELMP-WA)</p>	
C49	The Consent Holder must implement the Ecology and Landscape Management Plans (“ELMPs”) referred to in Condition C4, subject to any amendments that may be made under Condition C8.	
C50	<p>Any amended version of an ELMP must include as a minimum:</p> <ul style="list-style-type: none"> a. The objectives of the ELMP; b. Where the activities are to occur on land that is not owned by the Consent Holder, details of the access rights necessary to carry out any ecology and landscape management and mitigation measures; c. Maps or visual tools which identify the location and extent of any proposed management and mitigation measures, including identification of which specific Areas within which these measures will occur; d. Details of monitoring and reporting to the Consent Authority prior to, during and post-construction and operation to determine if the ELMP objectives and the performance measures are being met; and e. Details of the roles and responsibilities of key staff responsible for implementing the ELMP and procedures for training of contractors and other Project staff regarding the ELMP. 	
	<i>Reporting</i>	
C51	By 30 June each year the Consent Holder must engage a suitably qualified and experienced ecologist to prepare an annual Waihi North Ecological and Landscape Monitoring Report that covers activities addressed in the WUG and Waihi Area ELMPs for the previous year.	



	Condition	Comment
	<p>The Waihi North Ecological and Landscape Monitoring Report must include:</p> <ul style="list-style-type: none"> a. A description of the works and other actions completed by the Consent Holder in the previous twelve months; b. Where aspects of an ELMP have not been implemented in accordance with expected timeframes, the reasons why, and the measures that have been taken by the Consent Holder to address the shortfall; c. An assessment of the effectiveness of the ELMPs in achieving their objectives and performance indicators. Where the report identifies that the performance indicators have not been achieved or maintained the Report must include: <ul style="list-style-type: none"> i. The reasons why the performance indicators have not yet been achieved; ii. Specific measures that have already been implemented, or are required to be implemented to address the failure to achieve performance indicators; and d. Details of any amendments needed to an ELMP or any other related management plan. 	
	Peer Review Panel	
C52	The Consent Holder must engage, at its cost, a peer review panel ("the Panel"). The members of the Panel must be fully independent of the planning, design, and construction of the Waihi North Project and all its associated facilities.	
C53	The purpose of the Panel is to provide independent advice as to whether or not the conditions of this consent relating to the design, construction, operation, maintenance, rehabilitation and closure of the facilities authorised by this consent are being satisfied and that such work is being undertaken by appropriately qualified personnel in accordance with good practice.	
C54	<p>The Panel must include technical specialists who between them have demonstrated expertise in the following fields:</p> <ul style="list-style-type: none"> a. Geotechnical engineering, with recognised experience in: <ul style="list-style-type: none"> i. Underground mine construction and mining techniques; ii. Open pit construction and rock mechanics; iii. Design and construction of rock storage facilities; and 	



	Condition	Comment
	<p>iv. Design and construction of tailings storage facilities.</p> <p>b. Geochemistry, with recognised experience in the management of acid rock drainage;</p> <p>c. Hydrogeology;</p> <p>d. Rehabilitation, with recognised experience in mine revegetation, rehabilitation, and closure; and</p> <p>e. Tikanga Māori.</p> <p>The consent holder must invite the Iwi Advisory Group established in accordance with the requirements of Condition C9 to nominate representative(s) to provide the expertise identified in e.</p> <p>There may be any number of individuals on the Panel, provided the necessary areas of expertise are covered.</p>	
C55	With the exception of the Tikanga Māori specialist identified in C.54(e), members of the Panel identified in Condition C54 must be approved by the Councils prior to appointment to the Panel.	
C56	The function of each member of the Panel identified in Condition C54, is to act as a Peer Reviewer only in their individual area of expertise.	
C57	The Panel may co-opt other specialist members to assist in any of its functions for specified tasks and periods, subject to the prior approval of the Councils.	
C58	The Consent Holder must provide the Panel with all relevant information the Panel requests, including records, plans and designs, and must afford the Panel reasonable access to the site as is necessary and consistent with health and safety procedures.	
C59	The Panel, or individual members of the Panel, may be the same as that which undertakes peer review as required by any other consents held by the Consent Holder authorising mining-related activities at Waihi.	
C60	<p>The Consent Holder must provide the Council with copies of all reports prepared by the Panel immediately after they have been provided to the Consent Holder.</p> <p>This condition does not apply to draft reports.</p>	<p>Other consents require input from this peer review panel. Including:</p> <p>> The WRC consents which authorise the establishment and operation of TSF3;</p>



	Condition	Comment
		<ul style="list-style-type: none"> > The WRC consents which authorise the establishment and operation of GOP TSF; > The WRC consents which authorise the establishment and operation of NRS; > The WRC consents which authorise the establishment and operation of Willows RS.
	Publicly Available Management Plans and Monitoring Reports	
C61	<p>All management plans, monitoring reports and other compliance monitoring reporting required by this consent must be posted on the Consent Holder's website as follows:</p> <ul style="list-style-type: none"> a. Management plans referred to in Condition C4 must be posted within 3 months of the date of commencement of this consent; b. Management plans referred to in Condition C5 must be posted as soon as they have been certified by the Councils; c. Compliance monitoring reports must be posted immediately after they have been accepted by the Councils; and d. Only the current versions of the management plans and monitoring reports are required to be displayed on the Consent Holder's website. 	
	Rehabilitation and Closure	
C62	<p>The Consent Holder must rehabilitate all areas within Area 1 that have been subject to mining activities authorised by this consent by:</p> <ul style="list-style-type: none"> a. Removing all fencing and ventilation easé, drill site infrastructure, campsites, helipads and other infrastructure; b. Returning stockpiled materials collected from drill platforms sites prior to the commencement of surface drilling activities to their original sites, in accordance with the WUG Vegetation Remediation provisions included in the Ecology and Landscape Management Plan; 	



	Condition	Comment
	<ul style="list-style-type: none"> c. Capping all ventilation shafts with a structural cap or stabilised backfill; d. Grouting drillholes and removing any contaminated soil; e. Undertaking weed control / surveillance for a period of two years at cleared sites in accordance with the WUG Vegetation Remediation provisions included in the WUG Ecology and Landscape Management Plan; f. Backfilling any underground void where geotechnical conditions require this to ensure long term stability; and g. Ensuring that once all mining and dewatering have been completed the necessary works are undertaken to ensure there are no adverse effects on: <ul style="list-style-type: none"> i. The natural flows of any surface water body identified as Natural State Water Body (in the Waikato Regional Plan) being those referenced as being potentially affected by stoping activities in the Wharekirauponga Hydrology Modelling report prepared by GHD Limited, dated 27 January 2025, except that associated with the re-emergence of the warm spring located at NZTM E1850258, N5868719; and ii. The natural water levels of any natural inland wetland identified as being potentially affected by stoping activities in the Assessment of Groundwater Effects - Wharekirauponga Deposit report prepared by Williamson Water & Land Advisory, dated 4 February 2025. 	
C63	<p>The Consent Holder must rehabilitate all areas within Area 2 that have been subject to mining activities authorised as part of this consent by:</p> <ul style="list-style-type: none"> a. Removing mining infrastructure from Area 2 when no longer required, unless infrastructure can be utilised for other lawful purposes; b. Removing the potentially acid forming material from the Willows Rock Stack; c. Undertaking validation sampling of the Willows Rock Stack footprint in accordance with the Waste Classification Management Plan certified under Conditions G3 – G7 of the Waikato Regional Council conditions contained in Schedule Two to assess whether in-situ material is potentially acid forming; d. Applying sufficient lime to any area where potentially acid forming material is identified during validation sampling 	



	Condition	Comment
	<p>undertaken in accordance with (b) to achieve a Net Potential Ratio of 1.2 for the upper 0.6 metres of in-situ material prior to rehabilitation of the area;</p> <p>e. Revegetating the Willows Rock Stack footprint, including resspreading of stockpiled topsoil;</p> <p>f. Reinstating and rehabilitating the waterway impacted by the Willows Rock Stack, to include riparian planting in accordance with (h), and the installation of stock exclusion fencing around the waterway;</p> <p>g. Restoration and riparian planting in general accordance with Figure A – Proposed Closure – WUG Surface Facilities Area annexed in Attachment 2 to these conditions;</p> <p>h. Backfilling all tunnel entrances from the portal for a distance of 100 metres;</p> <p>i. Re contouring boxcuts as required to ensure long term stability; and</p> <p>j. Returning Area 2 to a condition suitable for pastoral farming, with the exception of areas within Area 2 where restoration and enhancement planting has been established in accordance with this consent.</p>	
C64	<p>The Consent Holder must rehabilitate all areas within Area 3 that have been subject to mining activities authorised by this consent by:</p> <p>a. Backfilling all tunnel entrances from the portal for a distance of 100 metres; and</p> <p>b. Re contouring any boxcuts as required to ensure long term stability.</p>	
C65	<p>The Consent Holder must rehabilitate all areas within Area 5 that have been subject to mining activities authorised as part of this consent by:</p> <p>a. Capping the tailings in Gladstone Open Pit Tailings Storage Facility with a non-acid forming layer of rockfill, suitable rooting medium, topsoil layer, and contouring and drainage as required, to ensure the establishment and maintenance of a surface which will protect water quality and avoid soil erosion.</p> <p>b. Capping any exposed PAF material above the outlets described in c.</p> <p>c. Grading the final capped surface of the Gladstone Open Pit Tailings Storage Facility towards two outlets, one on the</p>	

	Condition	Comment
	<p>southern side near the Gladstone Wetland and one of the western side where the pit crest is lowest;</p> <p>d. Backfilling all tunnel entrances from the portal for a distance of 100 metres;</p> <p>e. Re contouring any boxcuts as required to ensure long term stability.</p> <p>f. Unless infrastructure can be utilised for other lawful purposes, removal of buildings and structures (other than those associated with the Water Treatment Plant in accordance with g.) that protrude above ground level, in accordance with the Rehabilitation and Closure Plan required by Condition C67;</p> <p>g. The Water Treatment Plant may remain on site if it is needed for ongoing treatment of water from rehabilitated areas;</p> <p>h. Restoring and recontouring disturbed landforms to blend in with the surrounding landforms; and</p> <p>i. Restoration, riparian and wetland edge planting, and provision of recreational trails, in general accordance with Figure B – Proposed Closure – GOP, NRS and TSF3 annexed as Attachment 2 to these conditions.</p>	
C66	<p>The Consent Holder must rehabilitate all areas within Area 6 that have been subject to mining activities authorised as part of this consent by:</p> <p>a. Removing mining infrastructure from Area 6 when no longer required, unless infrastructure can be utilised for other lawful purposes;</p> <p>b. Recontouring and smoothing the remaining rock in the Northern Rock Stack to reflect the surrounding rounded landforms;</p> <p>c. Capping any exposed PAF material, including provision of a low permeability non-acid forming layer to limit water and oxygen ingress, suitable rooting medium, topsoil layer, and contouring and drainage as required, to ensure the establishment and maintenance of a surface which will protect water quality and avoid soil erosion; and</p> <p>d. Restoration, riparian and wetland edge planting, and provision of recreational trails, in general accordance with Figure B – Proposed Closure – GOP, NRS and TSF3 annexed as Attachment 2 to these conditions.</p>	

	Condition	Comment
C67	<p>The Consent Holder must rehabilitate all areas within Area 7 that have been subject to mining activities authorised as part of this consent by:</p> <ul style="list-style-type: none"> a. Progressive rehabilitation of the Tailings Storage Facility 3 embankment surface, where doing so is compatible with mining operations, and where areas of a practical working size become available, including the provision of a low permeability non-acid forming layer to limit water and oxygen ingress, suitable rooting medium, contouring and drainage as required, to ensure the establishment and maintenance of a surface which will protect water quality and avoid soil erosion; b. Capping the perimeter of Tailings Storage Facility 3 with a non-acid forming layer of rockfill, suitable rooting medium, topsoil layer, and contouring and drainage as required, to ensure the establishment and maintenance of a surface which will protect water quality and avoid soil erosion; c. Unless otherwise agreed in writing by the Councils, revegetation of the lift undertaken in the previous season (i.e. the lift undertaken in the previous season is to be revegetated in the following season); d. Conversion of the surface of Tailings Storage Facility 3 to a wetland with a spillway into the Ruahorehore Stream; e. Conversion of Collection Ponds (S6) and (S7) to wetlands; and f. Restoration, riparian and wetland edge planting, and provision of recreational trails, in general accordance with Figure B – Proposed Closure – GOP, NRS and TSF3 annexed as Attachment 2 to these conditions. 	
	<i>Rehabilitation and Closure Plan</i>	
C68	<p>No later than 30 days prior to the first exercise of this consent, the Consent Holder must submit a Rehabilitation and Closure Plan for certification under Condition C5.</p> <p>Certification is required to verify that the Rehabilitation and Closure Plan:</p> <ul style="list-style-type: none"> a. Includes actions, methods, and monitoring programmes as appropriate to meet the objective in Condition C69; and b. Satisfies the requirements in Condition G70. 	
C69	<p>The objective of this Plan is to ensure rehabilitation and closure of the Mine Site is undertaken in a manner which achieves the</p>	



	Condition	Comment
	<p>outcomes required by Conditions C61 to C66 and such that in the long term:</p> <ul style="list-style-type: none"> a. The Mine Site, and any structures on it, will remain stable, self-sustaining, and in a rehabilitated state; and b. Any water discharging from the Mine Site, in combination with any other discharges from the Consent Holder's operations, will be of a quality such that it will not adversely affect aquatic life, or other users of the water resource. 	
C70	<p>The Rehabilitation and Closure Plan must be in two parts:</p> <ul style="list-style-type: none"> a. Part A: must describe the programme of rehabilitation (including re-vegetation and backfilling) that is proposed for the Area(s) for the following twelve months, should closure not be proposed during that period and report on any such works undertaken during the previous year; b. Part B must: <ul style="list-style-type: none"> i. Describe the programme of rehabilitation and closure should closure be programmed to occur within the following 12 months; ii. Include an assessment of any residual risk that the Area(s) may pose to the environment and the neighbouring community should closure occur within the following 12 months; and iii. Include a programme for monitoring of the Area(s) following closure, and list all maintenance works anticipated to be required at the closed Area(s) for the foreseeable future. 	
C71	<p>The Rehabilitation and Closure Plan must be reviewed and updated annually. The updated Rehabilitation and Closure Plan must be submitted in draft form to the Peer Review Panel, and then certified in accordance with Condition C8.</p>	
	Bond and Trust Fund	
	<p><u>Advice note:</u></p> <ol style="list-style-type: none"> 1. The bond requirements set out in the conditions below are joint between the Hauraki District Council and the Waikato Regional Council ("the Councils"). 2. Advice note: The bond referred to in this condition does not apply to surface activities in Area 1 as a bond for those activities is provided for in the Wharekirauponga Access Arrangement (Ref 	



	Condition	Comment
	<p>#) [add Wharekirauponga Access Arrangement reference number]</p> <p>3. References to “the Act” in the bond conditions are to the Resource Management Act 1991</p>	
	<i>Rehabilitation Bond</i>	
C72	<p>Prior to the exercise of this consent, the Consent Holder must provide and maintain in favour of the Councils a rehabilitation bond to:</p> <ul style="list-style-type: none"> a. Secure compliance with all the conditions of this consent except in so far as they relate to surface activities in Area 1 and to enable any adverse effects on the environment resulting from the Consent Holder’s activities and not authorised by a resource consent to be avoided, remedied or mitigated; b. Other than for Area 1, secure the completion of rehabilitation and closure in accordance with the approved Rehabilitation and Closure Plan; c. Ensure the performance of any monitoring obligations of the Consent Holder under this consent, except in so far as they relate to ecological monitoring in Area 1; d. Enable the Councils to undertake monitoring and management of the site excluding Area 1 until completion of closure of the site; and e. Enable the Councils, in the event of the bond being called upon, to purchase Industrial and Special Risk Insurance in the sum of \$12 million (1998 dollars) and public liability insurance to the sum of \$5 million (1998 dollars). 	These are the existing rehabilitation bond conditions imposed on Project Martha with updates such that they cover all Waihi North Project activities.
C73	The rehabilitation bond must be in a form approved by the Councils and must, subject to these conditions, be on the terms and conditions required by the Councils.	
C74	The rehabilitation bond must provide that the Consent Holder remains liable under the Act for any breach of the conditions of consent which occurs prior to the completion of closure.	
C75	Section 109(1) of the Act shall apply to the rehabilitation bond and the rehabilitation bond must be registered under the Land Transfer Act 2017 by the Consent Holder at its expense against the certificates of title of the properties annexed as Attachment 3 to these conditions owned by the Consent Holder or its subsidiaries,	



	Condition	Comment
	and as identified as 'Post Closure Proposed Trust Land' on the plans in Attachment 4 .	
C76	Unless the rehabilitation bond is a cash bond, the performance of all of the conditions of the bond must be guaranteed by a guarantor acceptable to the Councils. The guarantor must bind itself to pay for the carrying out and completion of any condition in the event of any default of the Consent Holder, or any occurrence of any adverse environmental effect requiring remedy.	
C77	The amount of the rehabilitation bond shall be fixed annually by the Councils who must take into account any calculations and other matters submitted in the Rehabilitation and Closure Plan, or otherwise, by the Consent Holder which are relevant to the determination of the amount. The amount of the rehabilitation bond shall be advised in writing to the Consent Holder at least one month prior to the review date.	
C78	<p>The amount of the rehabilitation bond to achieve the purposes set out in Condition C71 include:</p> <ul style="list-style-type: none"> a. The estimated costs (including any contingencies necessary) of rehabilitation and closure in accordance with the conditions of this consent, on completion of the mining activities proposed for the next year and described in the Rehabilitation and Closure Plan; b. Any further sum which the Councils consider necessary to allow for remedying any adverse effect on the environment that may arise from the exercise of this consent; c. The estimated costs of monitoring, in accordance with the monitoring conditions of this consent, until this consent expires; and d. Any further sum which the Councils consider necessary for monitoring any adverse effect on the environment that may arise from the exercise of this consent including monitoring anything which is done to avoid, remedy, or mitigate an adverse effect. 	
C79	Should the Consent Holder not agree with the amount of the rehabilitation bond fixed by the Councils then the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be commenced by written notice by the Consent Holder to each of the Councils advising that the amount of the rehabilitation bond is disputed, and such notice is to be given by the Consent Holder within two weeks of receipt of notification of the amount of the rehabilitation bond. If the parties	



	Condition	Comment
	cannot agree upon an arbitrator within a week of receiving the notice from the Consent Holder, then an arbitrator shall be appointed by the President of the Institute of Professional Engineers of New Zealand. Such arbitrator shall give an award in writing within 30 days after his or her appointment, unless the Consent Holder and the Councils agree that time shall be extended. The parties shall bear their own costs in connection with the arbitration. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration and subject to Condition C79, the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration determination.	
C80	If, for any reason other than default of the Councils, the decision of the arbitrator is not made available by the 30th day referred to above, then the amount of the bond shall be the sum fixed by the Councils, until such time as the arbitrator does make their decision. At that stage the new amount shall apply. The Consent Holder must not exercise this consent if the variation of the existing bond or new bond is not provided in accordance with this condition.	
C81	The rehabilitation bond may be varied, cancelled, or renewed at any time by agreement between the Consent Holder and the Councils provided that cancellation will not be agreed to unless a further or new rehabilitation bond acceptable to the Councils is available to replace immediately that which is to be cancelled (subject however to the condition below as to release of the rehabilitation bond on the completion of closure of the site to the Councils' satisfaction).	
C82	The Councils shall release the rehabilitation bond on the completion of closure of the site. "Completion of closure of the site" means when the rehabilitation objective as defined in Condition C69 has been demonstrated by the Consent Holder, to the satisfaction of the Councils, to have been met.	
C83	All costs relating to the rehabilitation bond must be paid by the Consent Holder.	
C84	The Consent Holder must not exercise this consent unless and until the Consent Holder provides the rehabilitation bond to the Councils.	
	Trust	
C85	The Trust established for the Martha Mine Extended Project under expired Land Use Consent LUC 97/98-105 will also be responsible for the post closure management of the Gladstone Open Pit/ Tailings Storage Facility, Northern Rock Stack and Tailings Storage Facility 3	It is proposed that the footprint of Gladstone Open Pit Tailings Storage Facility, Northern Rock Stack and Tailings Storage



	Condition	Comment
	<p>including the activities authorised under this consent. The Trust's purposes and powers shall be:</p> <ol style="list-style-type: none"> To take legal title after completion of the closure of the site to the land marked as 'Post Closure Proposed Trust Land' on the plans in Attachment 4 to these conditions and the certificates of title listed in Attachment 3. The Trust shall have no power of sale of the land; To monitor and maintain these facilities in perpetuity and to be responsible for such monitoring and maintenance as to ensure that the Gladstone Open Pit/ Tailings Storage Facility, Northern Rock Stack, Tailings Storage Facility 3, Tailings Storage Facility 2 and Tailings Storage Facility 1A and the park (and proposed pit lake if acceptable to LINZ) remain in a stable, self-sustaining, rehabilitated state; To obtain any resource consents that may be required after completion of the closure of the site and the expiration or surrender of this consent; Without limiting the above, to take out insurance cover against unexpected risks; To reimburse the Councils for any costs incurred by them in monitoring or maintaining the Gladstone Open Pit /Tailings Storage Facility, Northern Rock Stack, Tailings Storage Facility 3, Tailings Storage Facility 2, Tailings Storage Facility 1A, the park and proposed pit lake; and To invest any funds held to generate the necessary income to pay for the above purposes. <p>These purposes and powers shall be recorded in a Trust Deed approved by the Councils. The Trust Deed must provide:</p> <ol style="list-style-type: none"> That the Councils shall have the power to appoint two trustees each to the Trust; That the Councils shall jointly have the power, after consultation with Ngati Tamatera, to appoint one additional trustee representing Ngati Tamatera; and That Te Runanga a Iwi o Ngati Tamatera Incorporated shall have the power to appoint one advisory trustee to represent Ngati Tamatera. 	<p>Facility 3 be added to the Trust Land.</p> <p>These conditions are as per those imposed on Project Martha, but with appropriate amendments to incorporate this additional land.</p>
C86	<p>The Consent Holder will be responsible for all costs associated with the maintenance of the Trust. The solicitor appointed to act for the Trust must be independent of the solicitors acting for the Consent Holder and must be approved by the Councils.</p>	



	Condition	Comment
C87	The Consent Holder must execute irrevocable transfer documents to enable the Trust to complete the transfer of the land detailed in Attachment 4 to these conditions, and these transfer documents are to be held in escrow subject to Condition C88 by the solicitor acting for the Trust.	
C88	The Trust Deed must provide that upon the completion of closure of the site, the transfers of land will be completed by the trustees registering the transfers on the relevant certificates of title, and the trustees shall undertake their responsibilities with respect to the Gladstone Open Pit Tailings Storage Facility, Northern Rock Stack, Tailings Storage Facility 3, Storage 2, Storage 1A, the park and proposed pit lake. The Water Treatment Plant must be in good working condition at the time the transfer of it to the Trust is completed.	
	<i>Capitalisation Bond</i>	
C89	Prior to the exercise of this consent, the Consent Holder must provide and maintain in favour of the Councils a capitalisation bond to secure the settlement on the Trust of the required capital sum to fund the Trust to carry out its obligations.	
C90	The capitalisation bond must be in a form approved by the Councils and, subject to these conditions, must be on the terms and conditions required by the Councils.	
C91	Unless the capitalisation bond is a cash bond, the performance of all of the conditions of the capitalisation bond must be guaranteed by a guarantor acceptable to the Councils.	
C92	<p>The amount of the capitalisation bond shall be fixed annually by the Councils and cover:</p> <ul style="list-style-type: none"> a. The estimated costs of dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. This sum may include (without limitation) provision to deal with structural instability or failure, land and/or water contamination, and failure of rehabilitation. Such estimated costs shall include the costs of investigation, prevention, and remediation of any adverse effect; b. The estimated costs of monitoring for and of any adverse effect and of measures taken to avoid, remedy, or mitigate any adverse effect; c. Provision for contingencies; 	



	Condition	Comment
	<p>d. The estimated costs of long-term monitoring and maintenance of the area to be owned or managed by the Trust, following completion of closure of the site; and</p> <p>e. Provision for the reasonable remuneration of the trustees having regard to their duties and responsibilities as trustees;</p> <p>and be based on the residual risk assessment dated 20 July 1998 prepared by the Consent Holder and provided to the Councils. Such residual risk assessment must be updated annually.</p> <p>The amount of the reviewed bond shall be advised in writing to the Consent Holder at least one month prior to the annual review date.</p> <p>The amount of the bond shall be reduced by the capital amounts settled on the Trust from time to time by the Consent Holder.</p>	
C93	<p>Should the Consent Holder not agree with the amount of the capitalisation bond fixed by the Councils then the matter shall be referred to arbitration in accordance with the procedures set out in Conditions C79 and C80 above. Subject to Condition C79, that sum shall be adjusted in accordance with the arbitration determination. The Consent Holder must not exercise this consent if the variation of the existing capitalisation bond or new capitalisation bond is not provided in accordance with this condition.</p>	
C94	<p>The capitalisation bond may be varied, cancelled, or renewed at any time by agreement between the Consent Holder and the Councils.</p>	
C95	<p>The capitalisation bond shall expire upon the settlement on the Trust by the Consent Holder of the required capital sum.</p>	
C96	<p>All costs relating to the capitalisation bond must be paid by the Consent Holder.</p>	
C97	<p>In addition to the insurance cover required for the Rehabilitation Bond in Condition C72(e), the Consent Holder must throughout the term of this consent be able to demonstrate to the satisfaction of the Councils that it holds sufficient funds, insurances or other financial instruments (“cover”) to enable any adverse effect on the environment resulting from the Consent Holder’s activities and not authorised by a resource consent to be promptly avoided, remedied or mitigated. The Consent Holder must provide evidence to the Council annually that sufficient cover is in place. This evidence must be provided to Council at the same time as the Annual Work Programme is submitted as required by Condition C22 of this consent. Should the Consent Holder and the Council not agree on the sufficiency of the level of cover, the matter shall be referred to</p>	

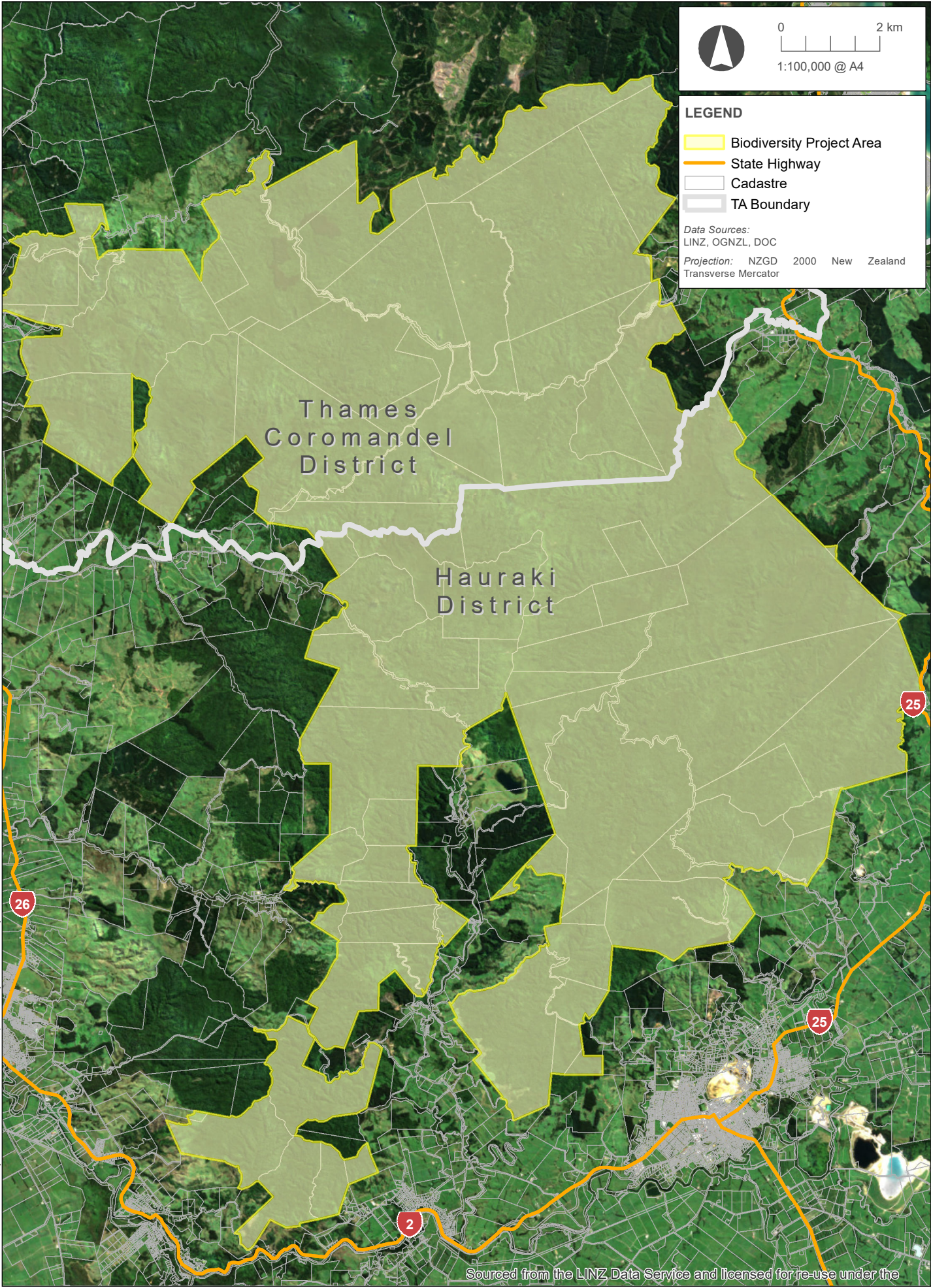


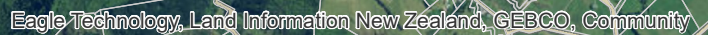
	Condition	Comment
	<p>arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be commenced by written notice by the Council advising that the amount of the cover is disputed, such notice to be given by the Council within two weeks of notification of the amount of the cover. If the parties cannot agree upon an arbitrator within a week of receiving the notice from the Consent Holder, then an arbitrator shall be appointed by the President of the Institute of Professional Engineers in New Zealand. Such arbitrator shall give an award in writing within 30 days after his or her appointment, unless the Consent Holder and the Council agree that time shall be extended. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration, the existing cover shall continue in force. The sum of the cover shall be adjusted in accordance with the arbitration determination.</p>	
C98	<p>The conditions relating to the capitalisation bond and the Trust form an integrated whole and are not severable.</p>	



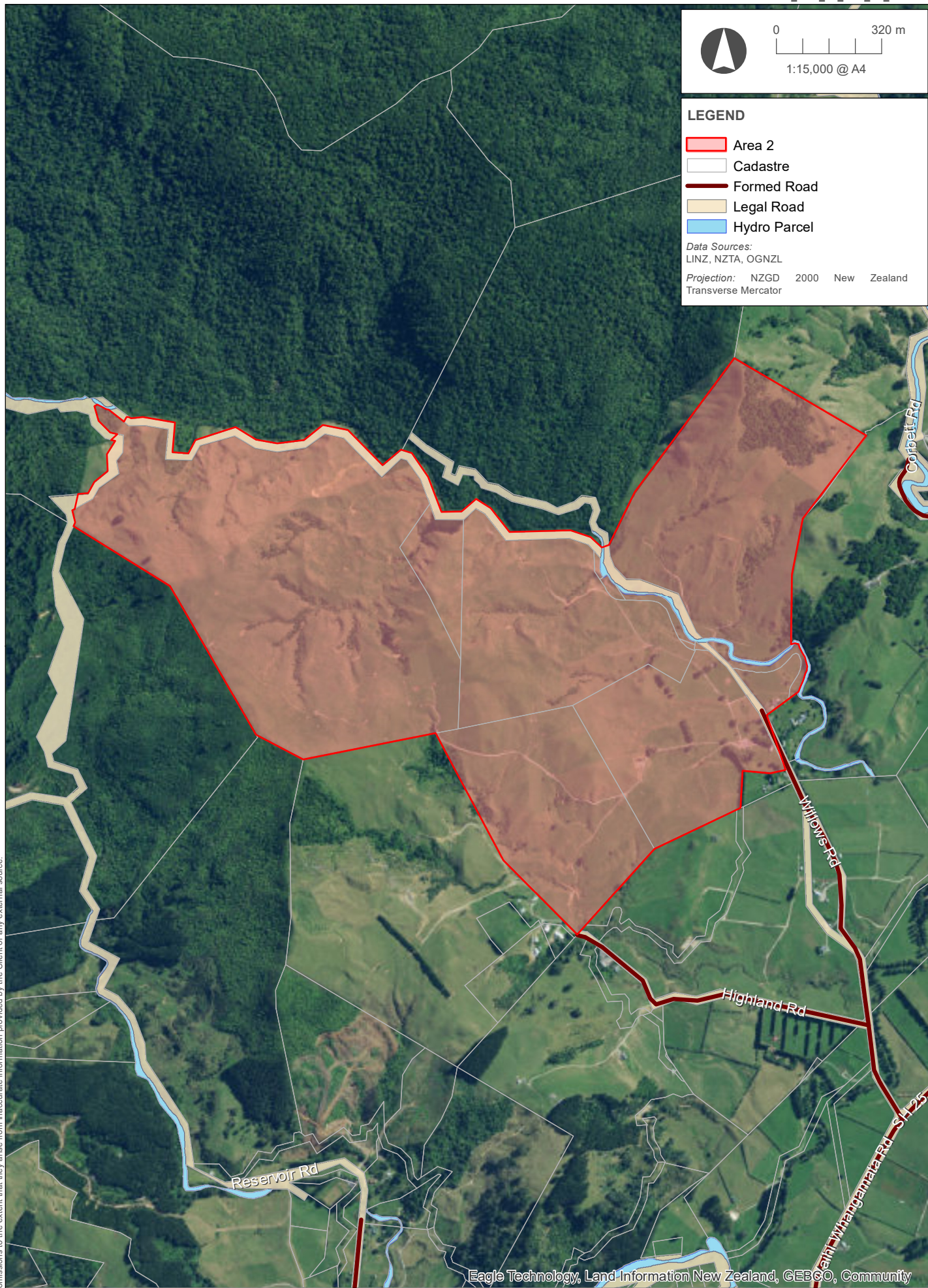
Attachment 1 – Waihi North Project Areas


This plan has been prepared by Boffa Miskell Limited on the specific instructions of our Client. It is solely for our Client's use in accordance with the agreed scope of work. Any use or reliance by a third party is at that party's own risk. Where information has been supplied by the Client or obtained from other external sources, it has been assumed that it is accurate. No liability or responsibility is accepted by Boffa Miskell Limited for any errors or omissions to the extent that they arise from inaccurate information provided by the Client or any external source.





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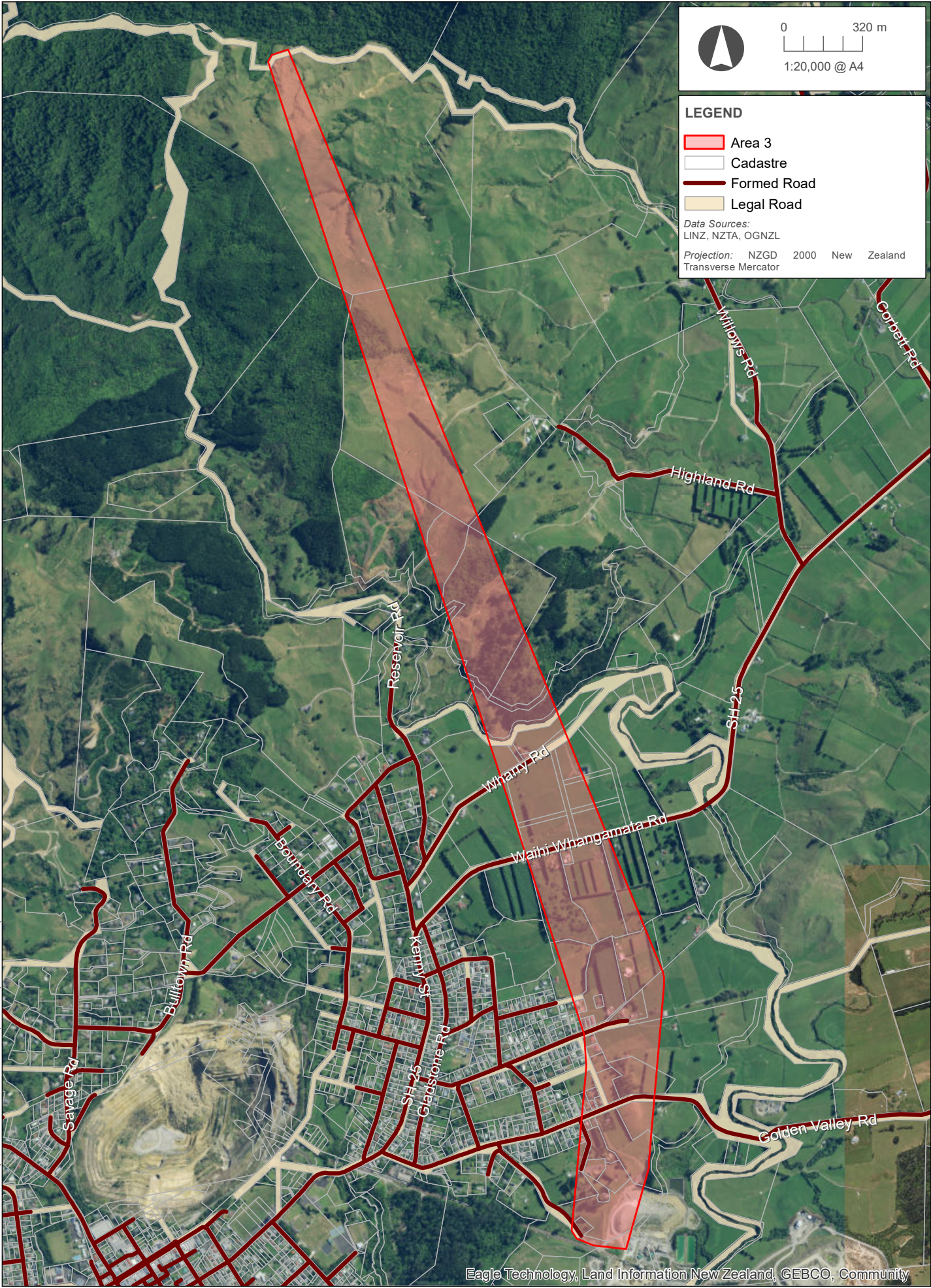
LEGEND

- Area 3
- Cadastre
- Formed Road
- Legal Road

Data Sources:
LINZ, NZTA, OGNZL

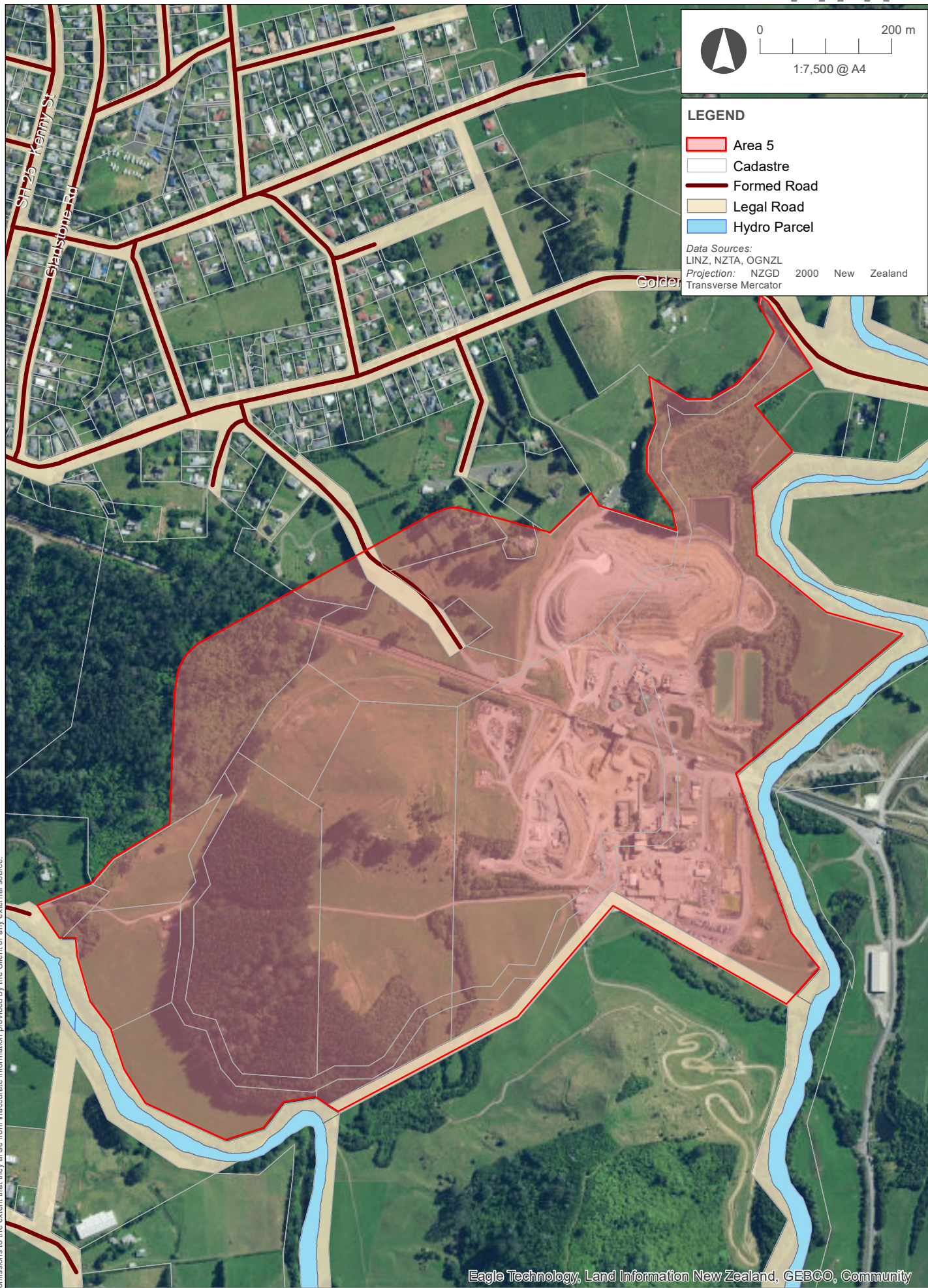
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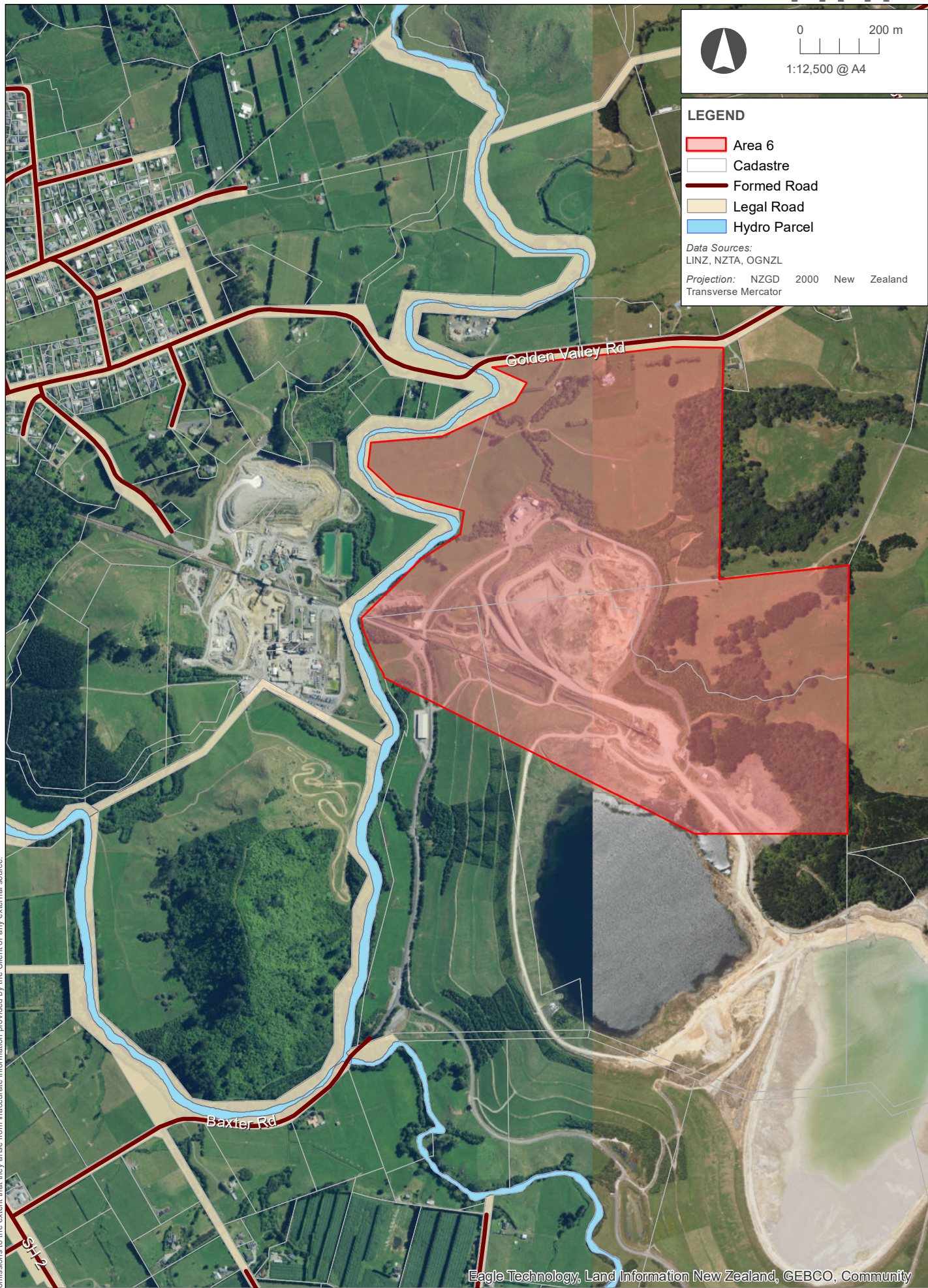


Eagle Technology, Land Information New Zealand, GEBCO, Community

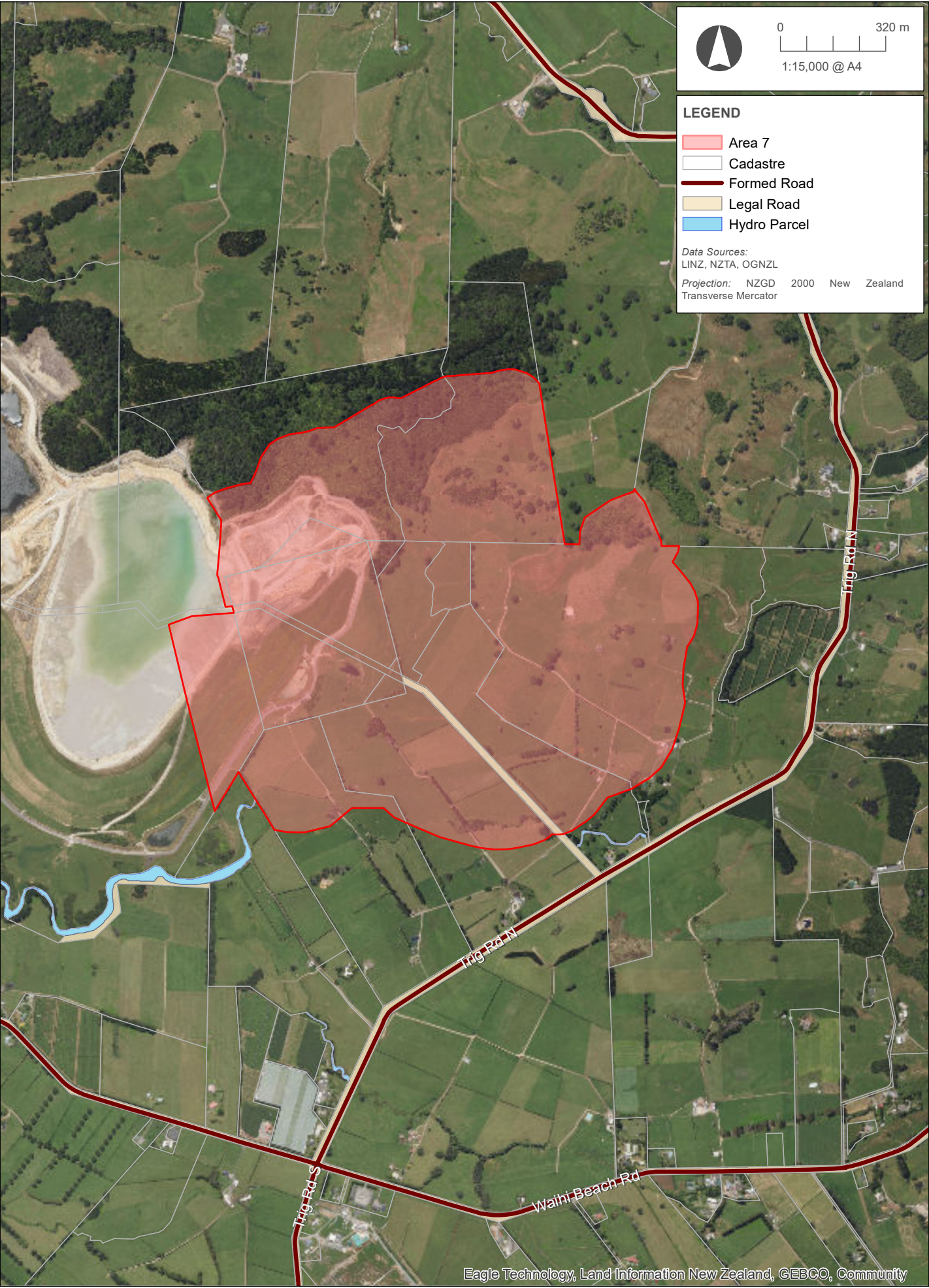
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Attachment 2 – Proposed Closure Planting



KEY

- | | |
|--|---|
| — Streams | Riparian planting |
| — Recreational trails | Terrestrial planting (native) |
| — Additional riparian link opportunity | Wetland edge planting |
| Pasture grass | |
| Managed planting | |



0 1km
1:30,000 @ A3

WAIHI NORTH Proposed Overview Closure

Date: December 2024 Revision: 2

Plan prepared for Oceana Gold by Boffa Miskell Limited and Frank Boffa
Project Manager: rhys.girvan@boffamiskell.co.nz | Drawn: EFa | Checked: RGi



KEY

Streams

Pasture grass

Riparian planting

Terrestrial planting (native)

Shelter belt

NORTH

0

250m

1:7,500 @ A3

WAIHI NORTH

Fig. A Proposed Closure - WUG Surface Facilities Area

Date: December 2024 Revision: 2

Plan prepared for Oceana Gold by Boffa Miskell Limited and Frank Boffa

Project Manager: rhys.girvan@boffamiskell.co.nz | Drawn: EFa | Checked: RGi



KEY

SNA boundary

Streams

Diversion streams

Collection streams

Rrecreational trails

Pasture grass

Managed planting

Riparian planting

Terrestrial planting (native)

Wetland edge planting

NORTH

0

500m

1:15,000 @ A3

WAIHI NORTH

Fig. B Proposed Closure - GOP, NRS and TSF3

Date: December 2024 Revision: 2

Plan prepared for Oceana Gold by Boffa Miskell Limited and Frank Boffa
Project Manager: rhys.girvan@boffamiskell.co.nz | Drawn: EFa | Checked: RGi

**Attachment 3 – Post Closure Proposed Trust Land Identification and
Records of Title**

Post Closure Proposed Trust Land

Legal Description	Title ID	Property Owner
Section 241 Block XVI Ohinemuri SD	SA52D/958	Waihi Gold Company Limited
Section 235 Block XVI Ohinemuri SD	SA5D/938	
Section 324 Block XVI Ohinemuri SD		
Section 58 Block XVI Ohinemuri SD	SA31D/452	Union Hill Joint Venture
	SA52D/958	
Section 39 Block XVI Ohinemuri SD	SA807/215	Waihi Gold Company Limited
Section 54 Block XVI Ohinemuri SD	SA807/214	Waihi Gold Company Limited
Lot 1 DPS 16309	SA15B/287	Oceana Gold (New Zealand) Limited
Lot 4 DPS 80251	SA65D/777	Oceana Gold (New Zealand) Limited
Lot 1 DPS 78591		
Section 221 Block XVI Ohinemuri SD		
Section 168 Block XVI Ohinemuri SD		
Lot 1 DPS 91303		
Lot 2 DPS 91303		
Lot 2 DPS 83054		
Lot 4 DPS 83054	SA65D/778	Oceana Gold (New Zealand) Limited
Lot 3 DPS 83054		
Section 164 Block XVI Ohinemuri SD		
Lot 1 DPS 91302		
Lot 2 DPS 37150		
Section 47 Block XVI Ohinemuri SD	SA704/339	Oceana Gold (New Zealand) Limited
Lot 1 DPS 81420	SA64A/999	Oceana Gold (New Zealand) Limited
Lot 2 DP 562062	998021	Oceana Gold (New Zealand) Limited
Lot 1 DPS 80251		



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UNDER LAND TRANSFER ACT 2017
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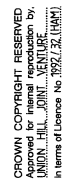



R.W. Muir
Registrar-General
of Land

Identifier **SA52D/958**
Land Registration District **South Auckland**
Date Registered 08 September 1993 10:19 am

Type Permit under s81 Crown Minerals Act 1991
Area 83.6504 hectares more or less
Legal Description see legal description in attached title image
Registered Owners
Union Hill Joint Venture

Interests





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **SA5D/938**
Land Registration District **South Auckland**
Date Issued 23 February 1966

Prior References
SAPR1084/209

Estate Fee Simple
Area 27.0684 hectares more or less
Legal Description Section 21, Section 235, Section 240-242
and Section 324-325 Block XVI Ohinemuri
Survey District

Registered Owners
Waihi Gold Company Limited

Interests

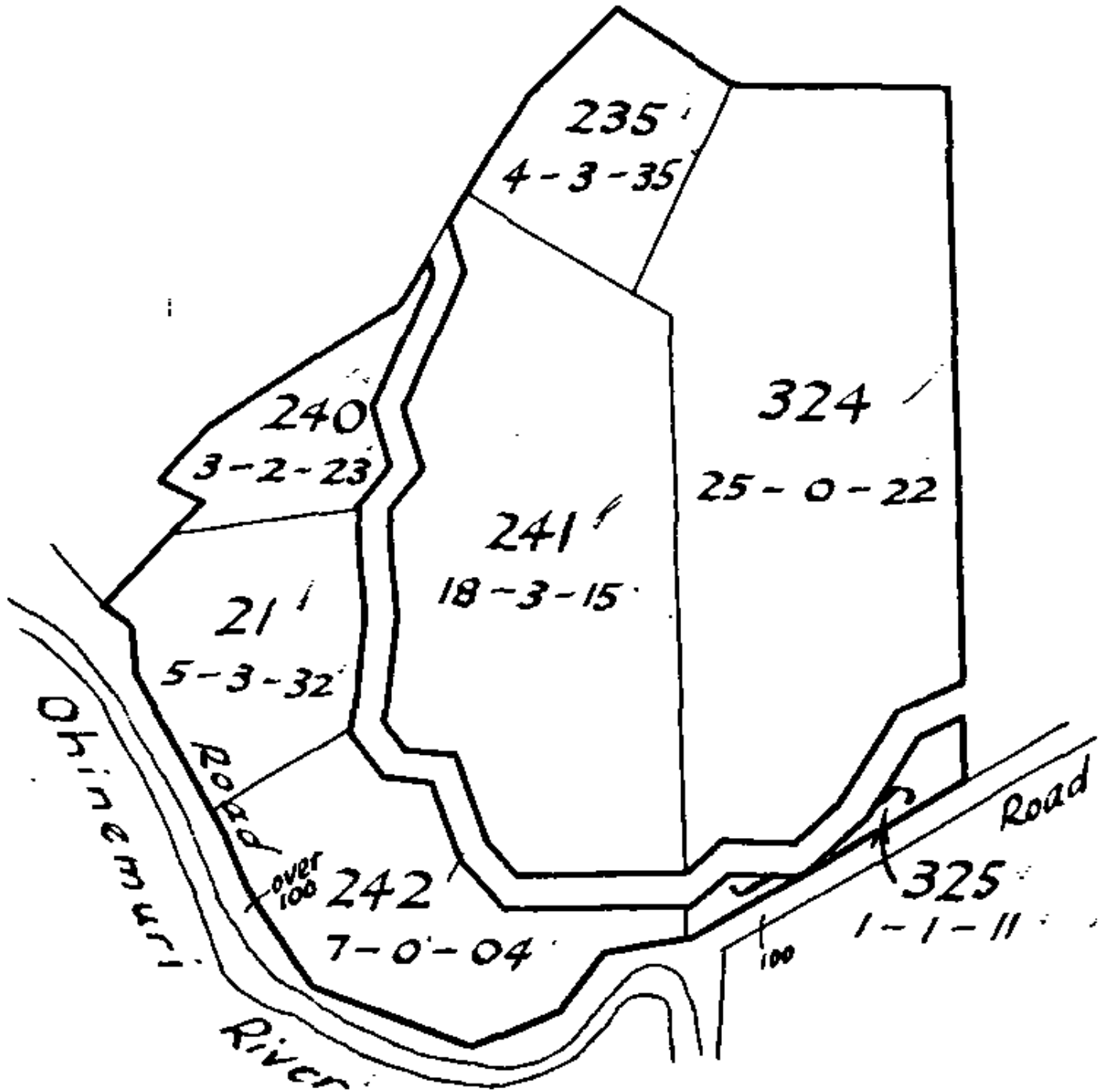
Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress egress and regress over the said land

Subject to Section 315 Land Act 1924

Subject to a right (in gross) to transmit electricity over parts marked B and C on DP 330696 in favour of Powerco Limited created by Easement Instrument 6411551.8 - 9.5.2005 at 9:00 am

Subject to a right (in gross) to convey electricity over part marked H on DP 391298 in favour of Powerco Limited created by Easement Instrument 7565335.1 - 4.10.2007 at 9:00 am

10092628.5 Mortgage to BNP Paribas - 13.11.2015 at 11:03 am

XVI Ohinemuri S.D.



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **SA807/214**
Land Registration District **South Auckland**
Date Issued 06 April 1944

Prior References

SAPR190/104 WA 4514

Estate Fee Simple
Area 39.8615 hectares more or less
Legal Description Section 54 Block XVI Ohinemuri Survey
District

Registered Owners

Waihi Gold Company Limited

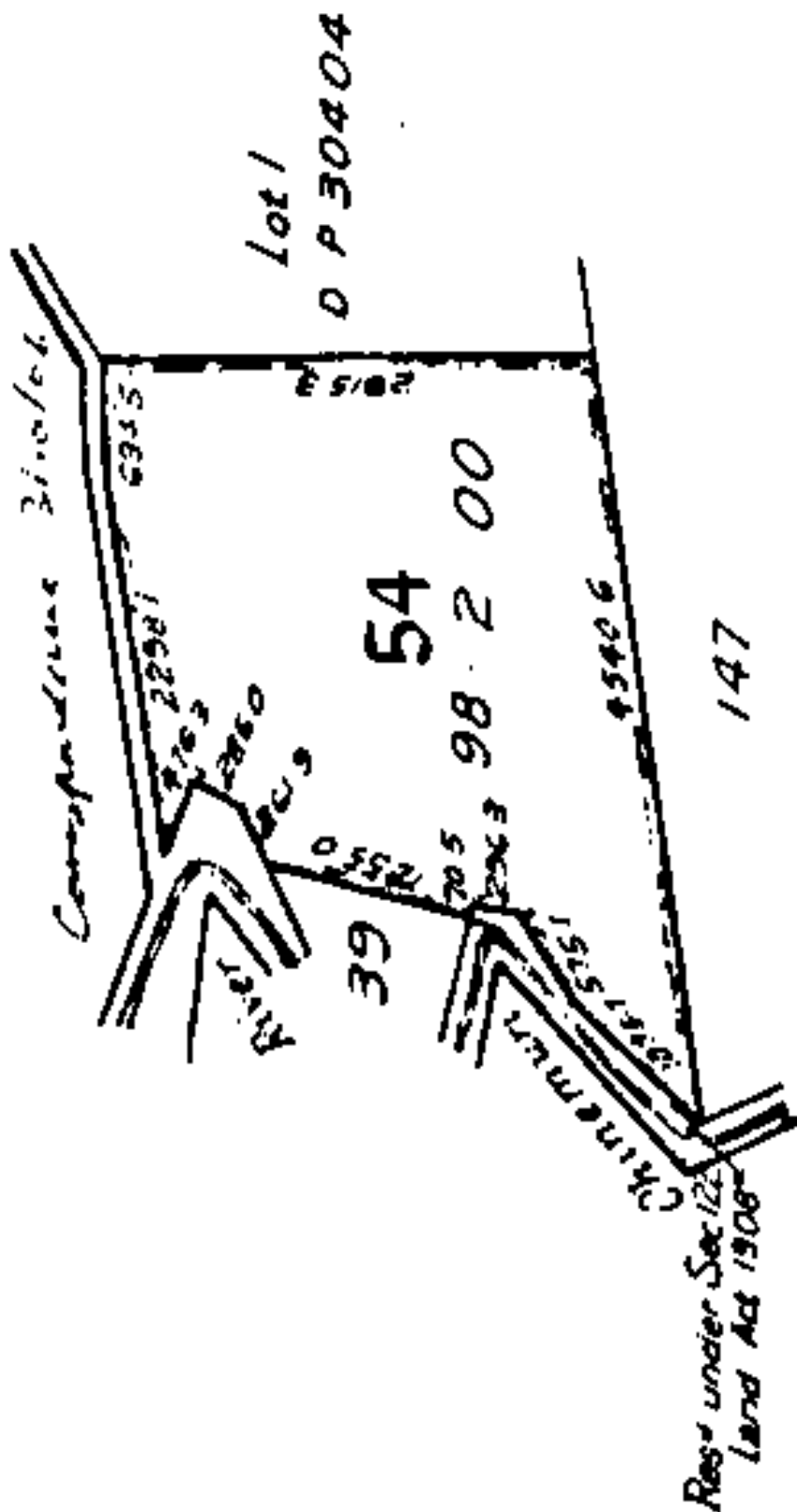
Interests

Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress egress and regress over the said land

Subject to Section 315 Land Act 1924

Mining Licence embodied in Register SA38D/308 - 27.7.1987 at 1:58 pm

10092628.5 Mortgage to BNP Paribas - 13.11.2015 at 11:03 am





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **SA807/215**
Land Registration District **South Auckland**
Date Issued 06 April 1944

Prior References

SAPR190/107 WA 4514

Estate Fee Simple
Area 4.0469 hectares more or less
Legal Description Section 39 Block XVI Ohinemuri Survey
District

Registered Owners

Waihi Gold Company Limited

Interests

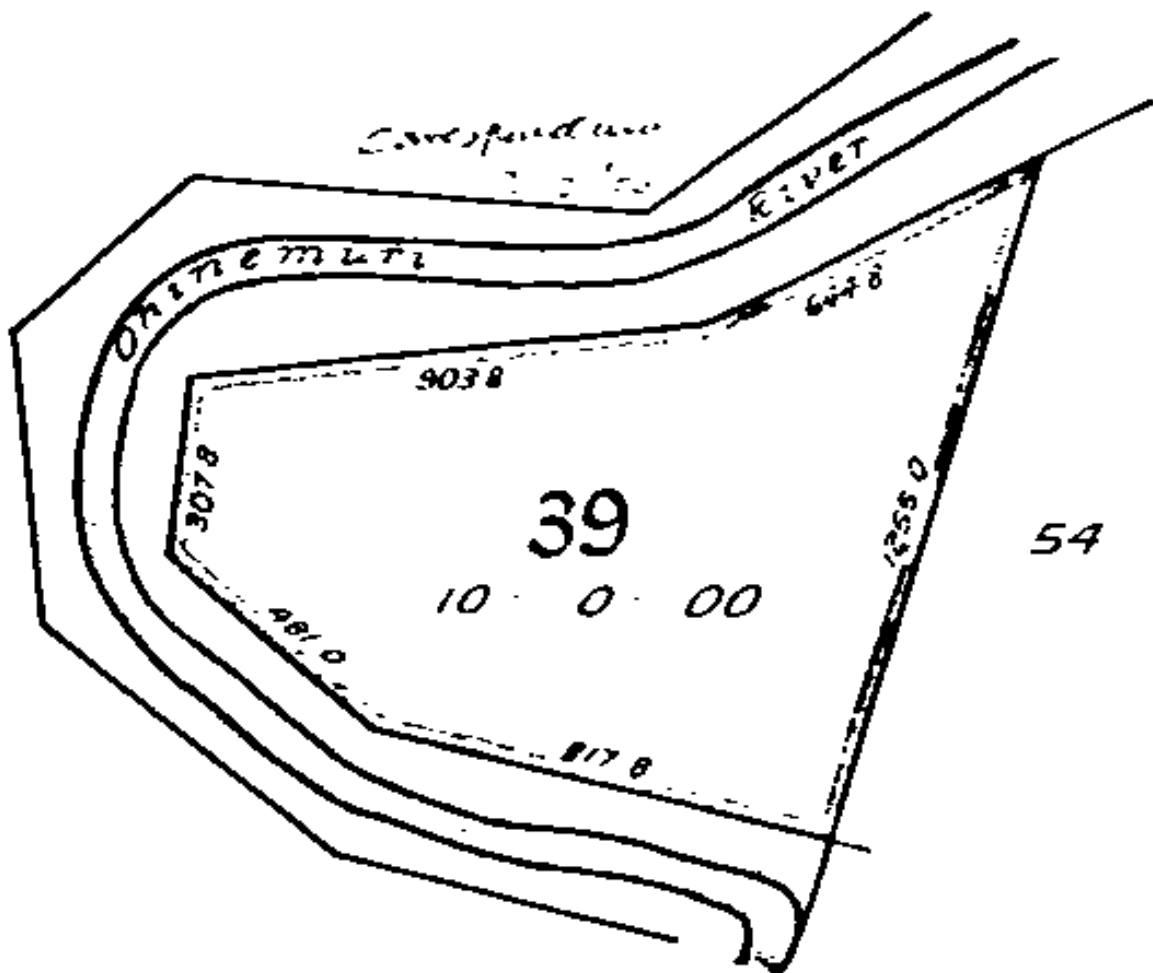
Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress egress and regress over the said land

Subject to Section 315 Land Act 1924

Mining Licence embodied in Register SA38D/308 - 27.7.1987 at 1:58 pm

10092628.5 Mortgage to BNP Paribas - 13.11.2015 at 11:03 am

XVI Ohinemuri SD





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier SA15B/287
Land Registration District South Auckland
Date Issued 09 February 1973

Prior References
SA1033/189

Estate Fee Simple
Area 14.5181 hectares more or less
Legal Description Lot 1 Deposited Plan South Auckland
16309

Registered Owners
Oceana Gold (New Zealand) Limited

Interests

Subject to Section 315 Land Act 1924

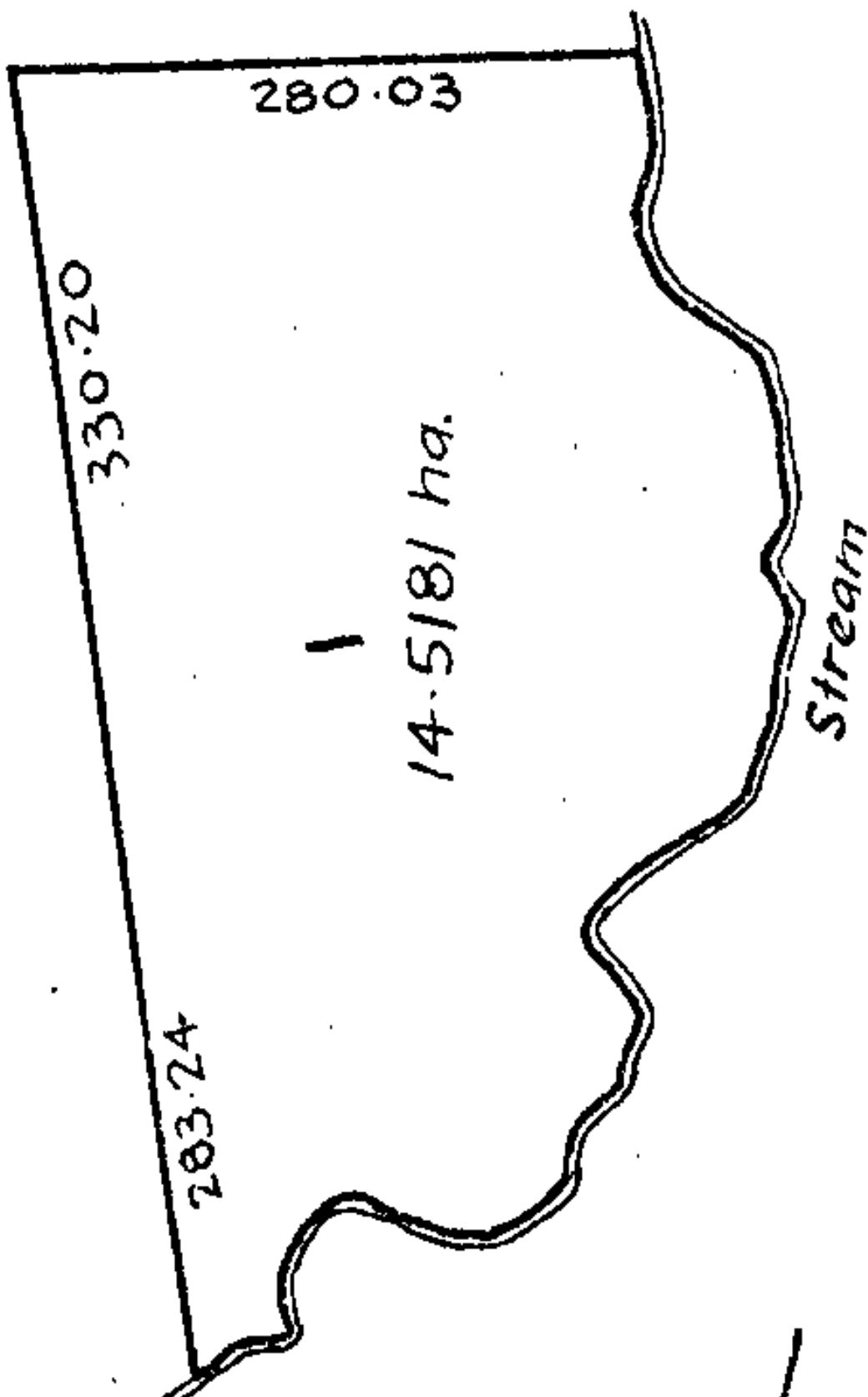
Subject to Section 8 Coal Mines Amendment Act 1950

Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the land and reserving always to Her Majesty the Queen and all persons lawfully entitled to work the said minerals a right of ingress, egress and regress over the said land

Mining Licence embodied in Register SA38D/308 - 27.7.1987 at 1:58 pm

10092628.5 Mortgage to BNP Paribas - 13.11.2015 at 11:03 am

Bik. XVI Ohinemuri S.D.





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **SA65D/777**
Land Registration District **South Auckland**
Date Issued 11 April 2001

Prior References

SA34B/354 SA62C/61

Estate	Fee Simple
Area	295.4743 hectares more or less
Legal Description	Lot 2 Deposited Plan South Auckland 83054, Lot 1-2 Deposited Plan South Auckland 91303, Lot 1 Deposited Plan South Auckland 6644, Section 1-2 Survey Office Plan 56350, Section 1-2 Survey Office Plan 56351, Section 156-157, Section 167-168 and Section 221 Block XVI Ohinemuri Survey District, Lot 1 Deposited Plan South Auckland 78591 and Lot 3-4 Deposited Plan South Auckland 80251

Registered Owners

Oceana Gold (New Zealand) Limited

Interests

Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the said land (affects Lots 1 and 2 DPS 91303, Sections 156, 157, 167, 168 and 221 Block XVI Ohinemuri Survey District and Lots 3 and 4 DPS 80251)

Subject to Section 241(2) and Section 242(1) and (2) Resource Management Act 1991 (affects DPS 83054)

Subject to Section 315 Land Act 1924 (affects Lots 1 and 2 DPS 91303, Lot 2 DPS 83054, Sections 156, 157, 168 and 221, Lot 1 DPS 6644 and Lots 3 and 4 DPS 80251)

Subject to Section 59 Land Act 1948 (affects Lot 1 DPS 78591)

Subject to Section 8 Coal Mines Amendment Act 1950 (affects Section 221 Block XVI Ohinemuri Survey District and Lot 4 DPS 80251)

Subject to Section 8 Mining Act 1971 (affects Section 167 Block XVI Ohinemuri Survey District)

Subject to Section 5 Coal Mines Act 1979 (affects Section 167 Block XVI Ohinemuri Survey District)

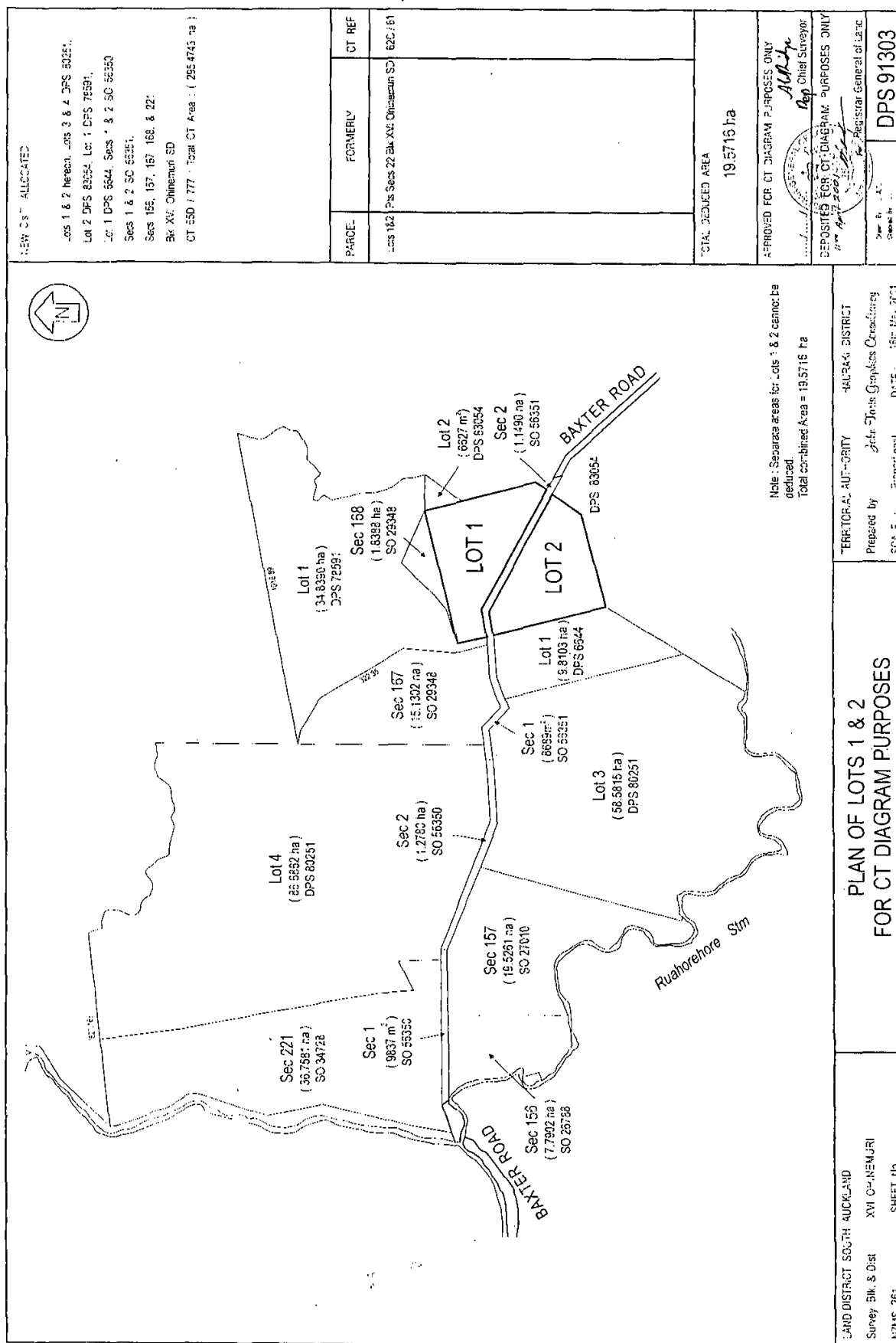
Appurtenant hereto is a water conveyance right created by Transfer H419152.5 (affects Lot 2 DPS 83054)

Mining Licence embodied in Register CT SA38D/308 - 27.7.1987 at 1.58 pm (excluding part formerly Section 327 Block XVI Ohinemuri Survey District)

8976337.1 CERTIFICATE PURSUANT TO SECTION 77 BUILDING ACT 2004 THAT THIS COMPUTER REGISTER IS SUBJECT TO THE CONDITION IMPOSED UNDER SECTION 75(2) - 3.2.2012 at 2:18 pm

10092628.5 Mortgage to BNP Paribas - 13.11.2015 at 11:03 am

650/777





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **SA65D/778**
Land Registration District **South Auckland**
Date Issued 11 April 2001

Prior References

SA34B/354 SA62C/61

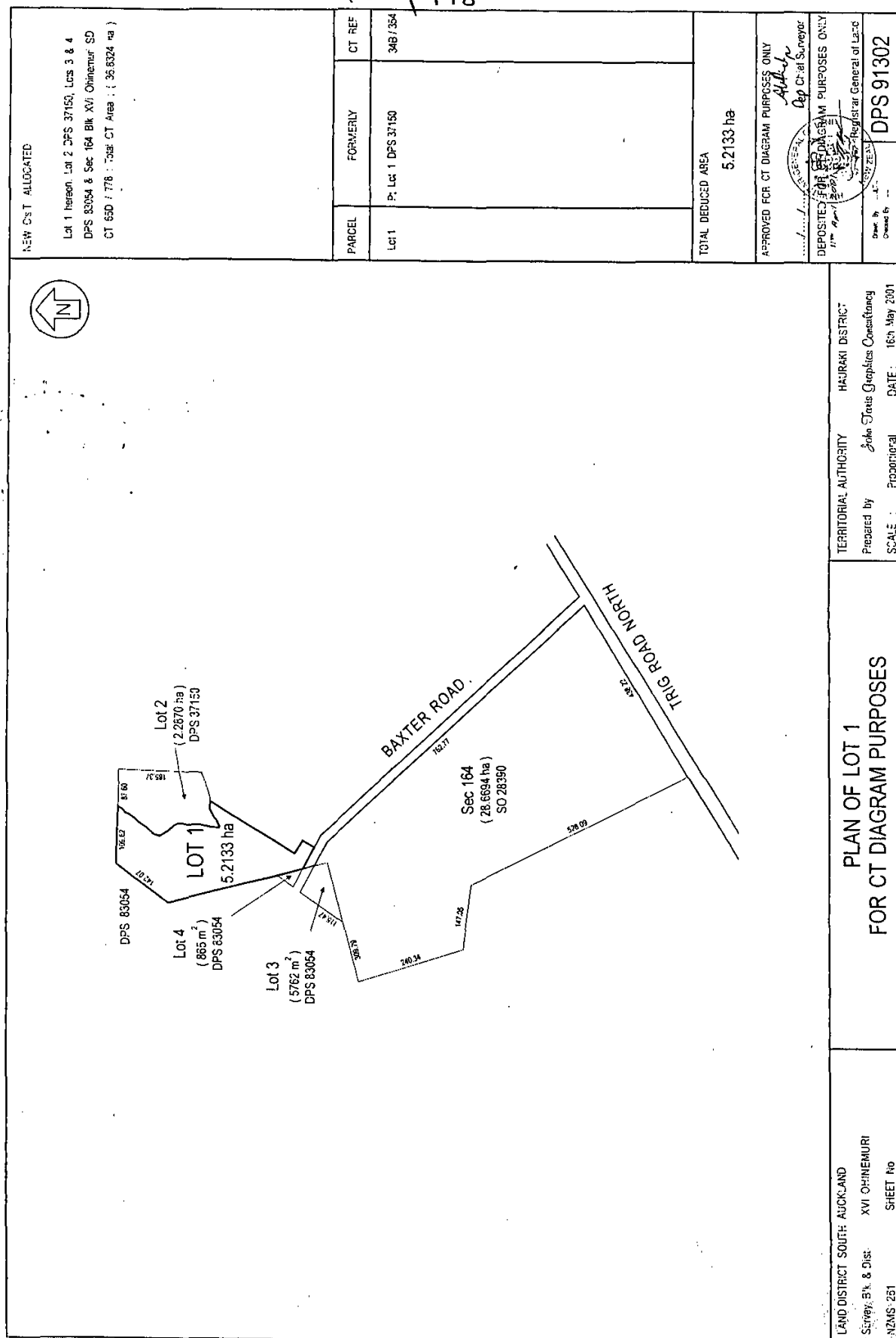
Estate	Fee Simple
Area	36.8324 hectares more or less
Legal Description	Lot 1 Deposited Plan South Auckland 91302, Lot 2 Deposited Plan South Auckland 37150, Lot 3-4 Deposited Plan South Auckland 83054 and Section 164 Block XVI Ohinemuri Survey District

Registered Owners

Oceana Gold (New Zealand) Limited

Interests

Subject to a water conveyance right over part marked E on DPS 51866 specified in Easement Certificate H603968.4
The easements specified in Easement Certificate H603968.4 are subject to Section 309 (1) (a) Local Government Act 1974
Saving and excepting all minerals within the meaning of the Land Act 1924 on or under the land (affects Lots 3 and 4 DPS 83054 and Section 164 Block XVI Ohinemuri Survey District)
Subject to Section 241(2) and Sections 242(1) and (2) Resource Management Act 1991(affects DPS 83054)
Subject to Section 315 Land Act 1924
Subject to a water conveyance right over part marked E on DPS 37150 created by Transfer H538499.17
Appurtenant hereto is a water conveyance right created by Transfer H419152.5 (affects Lot 1 DPS 91302)
Mining Licence embodied in Register SA38D/308 - 27.7.1987 at 1.58 pm (affects Lots 3 & 4 DPS 83054)
11575803.4 Mortgage to BNP Paribas - 15.10.2019 at 2:33 pm





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UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **SA704/339**
Land Registration District **South Auckland**
Date Issued 24 February 1939

Prior References

SAPR182/315 WA 3869

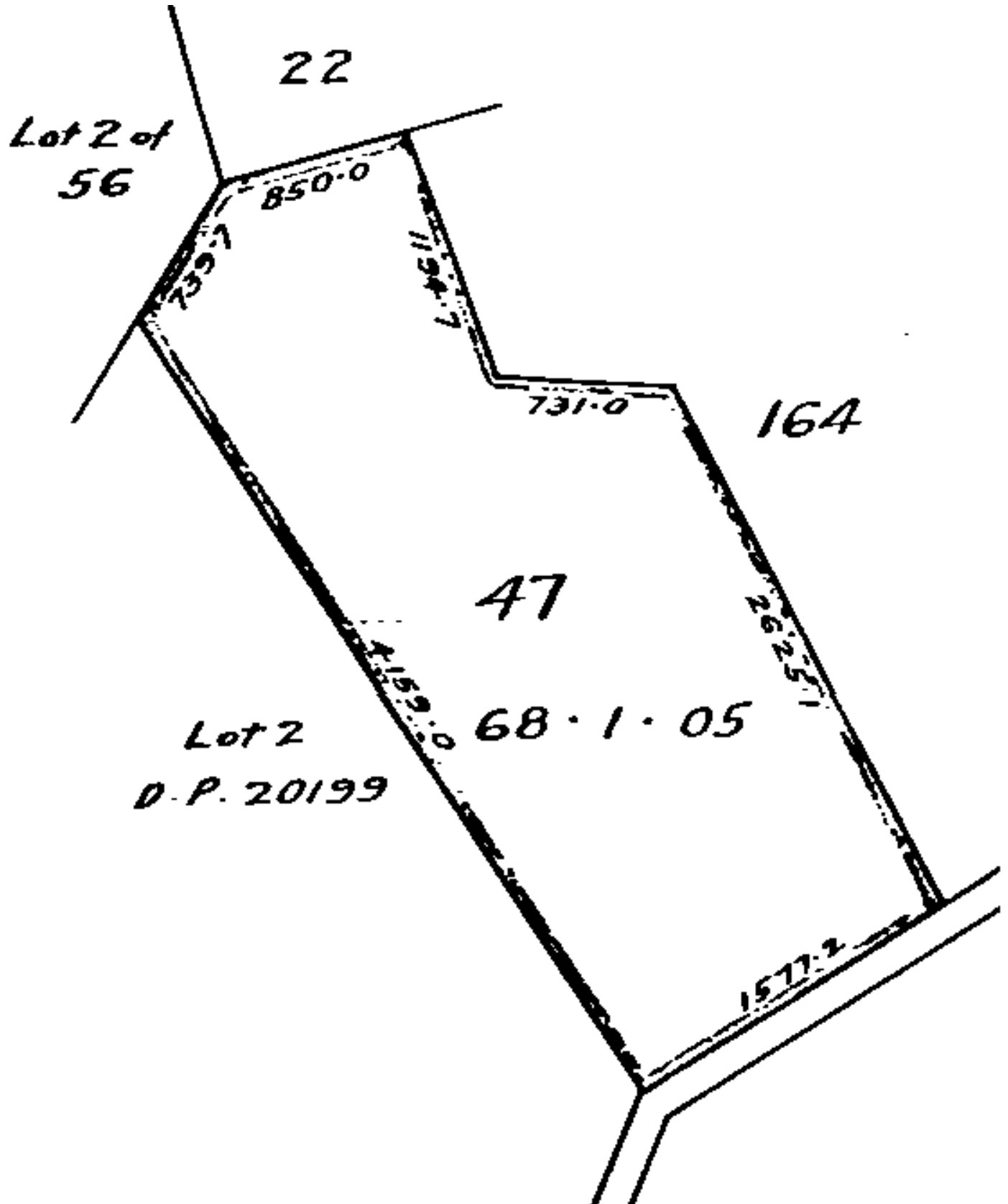
Estate Fee Simple
Area 27.6324 hectares more or less
Legal Description Section 47 Block XVI Ohinemuri Survey
District

Registered Owners

Oceana Gold (New Zealand) Limited

Interests

Subject to Section 315 Land Act 1924
11575803.4 Mortgage to BNP Paribas - 15.10.2019 at 2:33 pm





RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **SA64A/999**
Land Registration District **South Auckland**
Date Issued 23 April 1998


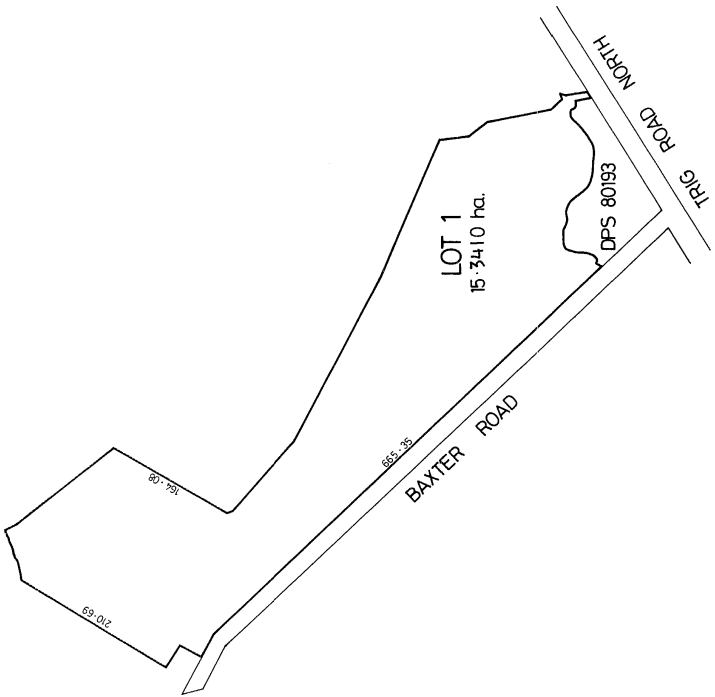
Prior References
SA43D/643

Estate Fee Simple
Area 15.3410 hectares more or less
Legal Description Lot 1 Deposited Plan South Auckland
81420

Registered Owners
Oceana Gold (New Zealand) Limited

Interests

Subject to a water right over part marked D on DPS 51866 created by Transfer H419152.7
Subject to a right of way over part marked A on DPS 51866 created by Transfer H538499.15
Appurtenant hereto is a water right created by Transfer H603968.5
The easements created by Transfer H603968.5 are subject to Section 309 (1) (a) Local Government Act 1974
Appurtenant hereto is a water right created by Transfer H419152.5
Appurtenant hereto is a right to convey water specified in Easement Certificate H875650.6 - 1.6.1989 at 9.27 am
Subject to a right of way over part marked A and a right to convey water over part marked D on DPS 51866 specified in Easement Certificate H875650.6 - 1.6.1989 at 9.27 am
The easements specified in Easement Certificate H875650.6 are subject to Section 309 (1) (a) Local Government Act 1974
Appurtenant hereto is a right to convey electricity specified in Easement Certificate B477462.4 - 23.4.1998 at 11.13 am
The easements specified in Easement Certificate B477462.4 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey water over part marked A on DPS 80193 created by Transfer B489754.1 - 30.6.1998 at 1.14 pm
The easements created by Transfer B489754.1 are subject to Section 243 (a) Resource Management Act 1991
11575803.4 Mortgage to BNP Paribas - 15.10.2019 at 2:33 pm

NEW Cst ALLOCATED		LOT 1 : CT. 64A / 999	
			
			
PARCEL	FORMERLY	CT REF	
LOT 1	PT LOT 2 DPS 81866	43D/643	
TOTAL DEDUCED AREA		15.4500 ha.	
APPROVED FOR CT DIAGRAM PURPOSES ONLY			
Dep. <i>M. H. H.</i> Chief Surveyor			
DEPOSITED FOR CT DIAGRAM PURPOSES ONLY			
3 / 4 / 1998			
Drawn by <i>[Signature]</i> District Land Registrar			
Checked by <i>[Signature]</i> District Land Registrar			
DATE : 5 MAY 1998			
SCALE : Proportional			
TERRITORIAL AUTHORITY HAURAKI DISTRICT COUNCIL			
Prepared By TERRALINK NEW ZEALAND LIMITED			
DATE : 5 MAY 1998			
PLAN OF LOT 1 FOR CT DIAGRAM PURPOSES			
LAND DISTRICT SOUTH AUCKLAND Survey Bk and District XV1 OHINEMURI NZMS 261		SHEET No	

H/LW 95/3

26 MAY 1998

cm 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40



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UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier **998021**
Land Registration District **South Auckland**
Date Issued 22 December 2021

Prior References

73664 SA43D/642 SA62B/708

Estate Fee Simple
Area 93.7140 hectares more or less
Legal Description Lot 2 Deposited Plan 562062 and Lot 2
Deposited Plan South Auckland 35024 and
Lot 1 Deposited Plan South Auckland
80251

Registered Owners

Oceana Gold (New Zealand) Limited

Interests

Subject to Section 3 Geothermal Energy Act 1953 (affects part Lot 2 DP 562062 formerly Lot 2 DP 318803)
Subject to Section 8 Atomic Energy Act 1945 (affects part Lot 2 DP 562062 formerly Lot 2 DP 318803)
Subject to Section 3 Petroleum Act 1937 (affects part Lot 2 DP 562062 formerly Lot 2 DP 318803)
Subject to Section 5 Coal Mines Act 1979 (affects part Lot 2 DP 562062 formerly Lot 2 DP 318803)
Subject to Sections 6 and 8 Mining Act 1971 (affects part Lot 2 DP 562062 formerly Lot 2 DP 318803)
Subject to Section 261 Coal Mines Act 1979 (affects part Lot 2 DP 562062 formerly Lot 2 DP 318803)
Subject to Section 315 Land Act 1924 (affects Lot 2 DPS 35024 and that part of Lot 2 DP 562062 formerly Lot 1 DPS 51866 and Lot 2 DPS 80251)
Subject to Section 59 Land Act 1948 (affects Lot 1 DPS 80251)
Subject to a water right over part Lot 2 DP 562062 marked E on DP 562062 created by Transfer H419152.7 - 13.7.1982 at 2:15 pm
Appurtenant to part Lot 2 DP 562062 formerly Lot 2 DPS 80251 is a water conveyance right created by Transfer H419152.7 - 13.7.1982 at 2:15 pm
Appurtenant to Lot 2 DPS 35024 and that part of Lot 2 DP 562062 formerly Lot 2 DPS 80251 are rights of way created by Transfer H538499.15 - 3.8.1984 at 9:01 am
Appurtenant to Lot 2 DPS 35024 and that part of Lot 2 DP 562062 formerly Lot 2 DPS 80251 are water conveyance rights created by Transfer H538499.17 - 3.8.1984 at 9:01 am
Appurtenant to part Lot 2 DP 562062 formerly Lot 1 DPS 51866 is a water right created by Transfer H603968.5 - 29.7.1985 at 9:14 am
The easements created by Transfer H603968.5 are subject to Section 309 (1) (a) Local Government Act 1974
Appurtenant to part Lot 2 DP 562062 formerly Lot 1 DPS 51866 is a water right created by Transfer H419152.5 - 13.7.1987 at 2:15 pm

Subject to a water conveyance right over part Lot 2 DP 562062 marked D on DP 562062 created by Transfer H419152.5 - 13.7.1987 at 2:15 pm

Subject to a right to convey water over part Lot 1 DPS 80251 marked F on DPS 28457 created by Transfer H854428 - 22.2.1989 at 9:08 am

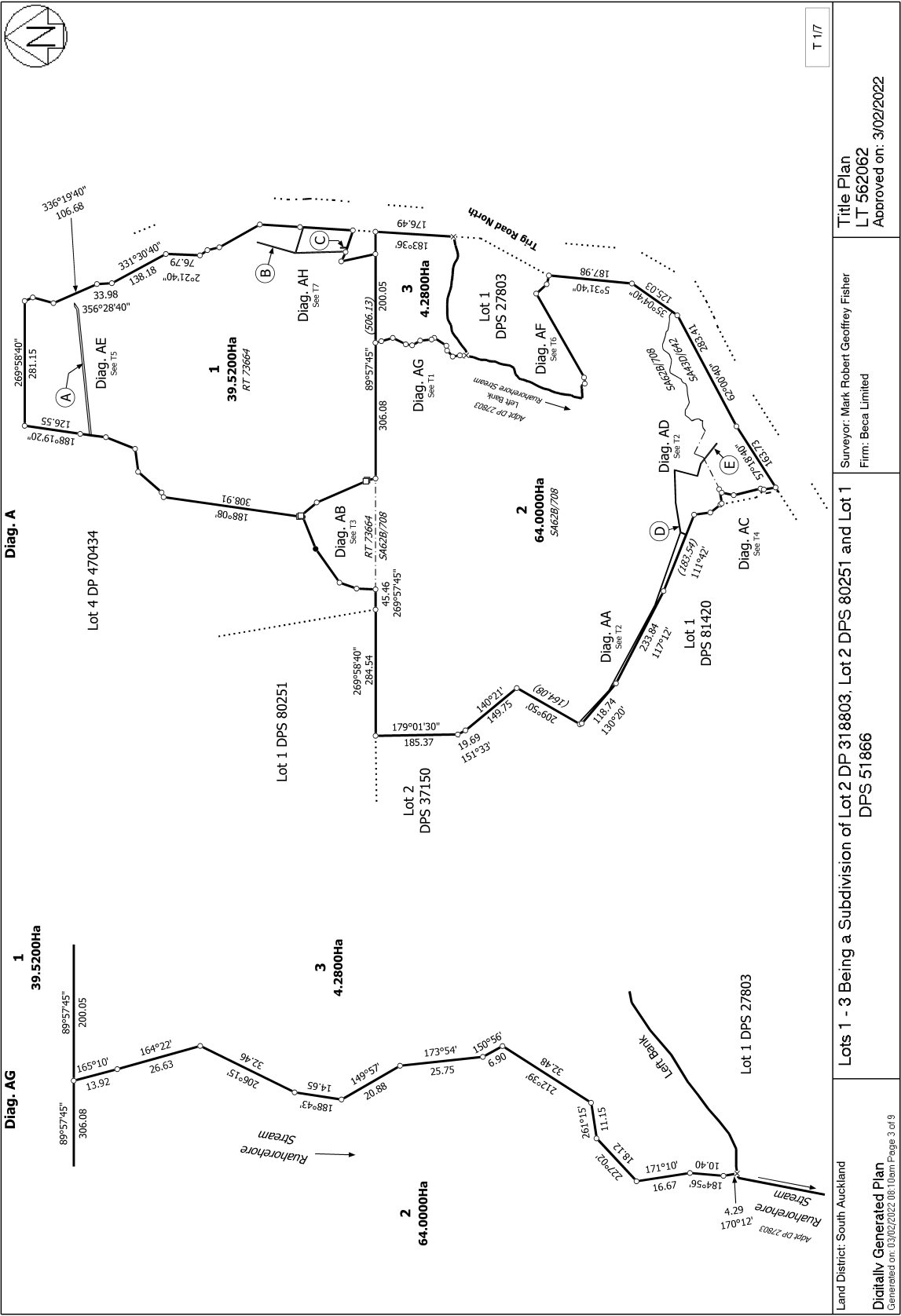
Appurtenant hereto is a right of way and a right to convey water specified in Easement Certificate H875650.6 - 1.6.1989 at 9.27 am

Subject to a right to convey water over part Lot 2 DP 562062 marked E on DP 562062 specified in Easement Certificate H875650.6 - 1.6.1989 at 9.27 am

The easements specified in Easement Certificate H875650.6 are subject to Section 309 (1) (a) Local Government Act 1974

Subject to Section 241(2) Resource Management Act 1991 (affects DP 562062)

12268759.10 Mortgage to BNP Paribas - 22.12.2021 at 5:00 pm





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
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R.W. Muir
Registrar-General
of Land

Identifier SA31D/452
Land Registration District South Auckland
Date Issued 25 July 1984

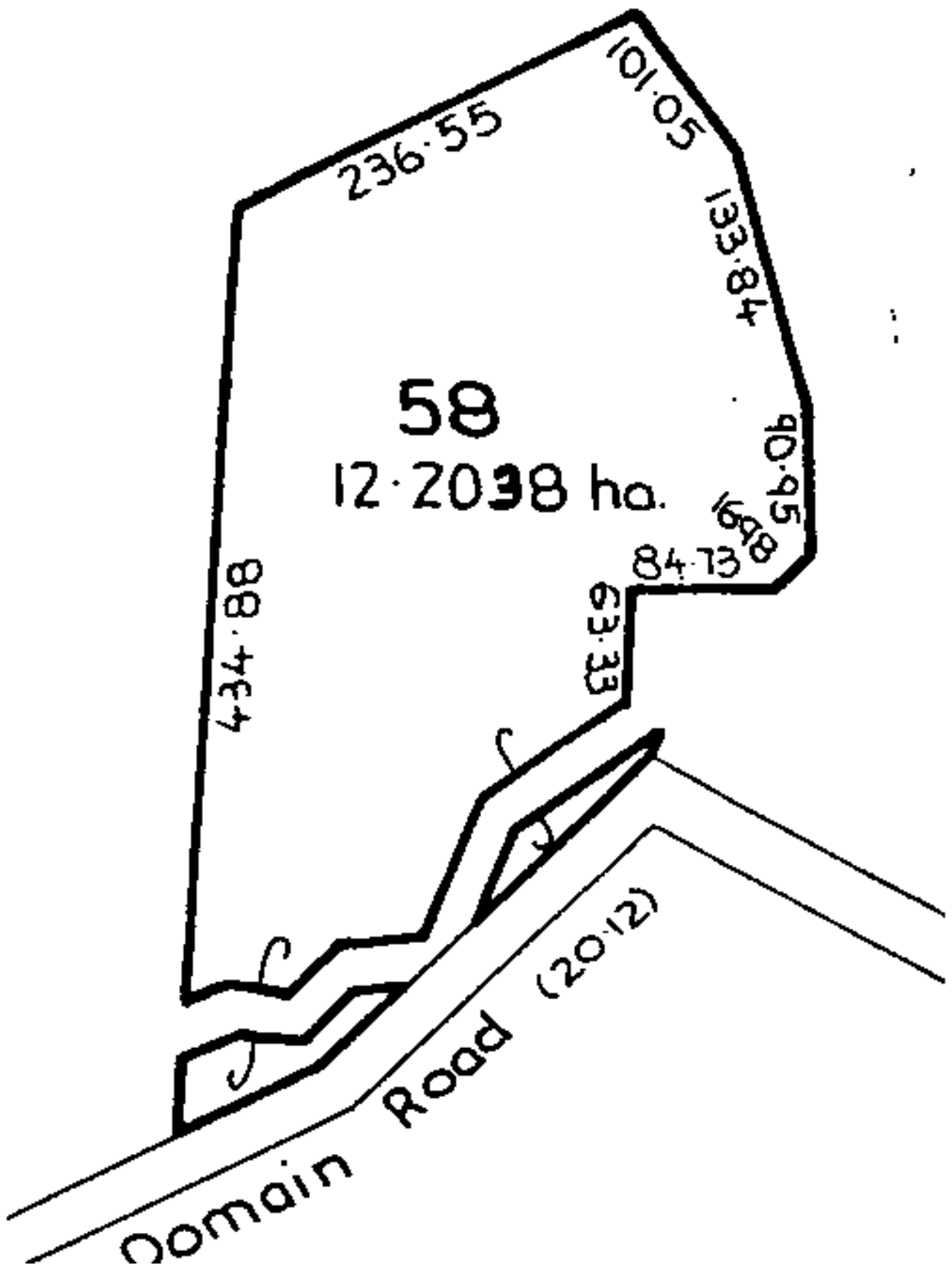
Prior References
SA20D/285

Estate Fee Simple
Area 12.2038 hectares more or less
Legal Description Section 58 Block XVI Ohinemuri Survey
District


Registered Owners
Oceana Gold (New Zealand) Limited

Interests

Subject to Section 8 Mining Act 1971
Subject to Section 168A Coal Mines Act 1925
Mining Licence embodied in Register SA38D/308 - 27.7.1987 at 1:58 pm (affects part)
Subject to a right (in gross) to transmit electricity over part marked A on DP 330696 in favour of Powerco Limited created by Easement Instrument 6411551.8 - 9.5.2005 at 9:00 am
Subject to a right (in gross) to convey electricity over part marked G on DP 391298 in favour of Powerco Limited created by Easement Instrument 7565335.1 - 4.10.2007 at 9:00 am
10092628.5 Mortgage to BNP Paribas - 13.11.2015 at 11:03 am



Attachment 4 – Post Closure Proposed Trust Land Map





0
400 m


1:20,000 @ A4

LEGEND

Post Closure Proposed Trust Land

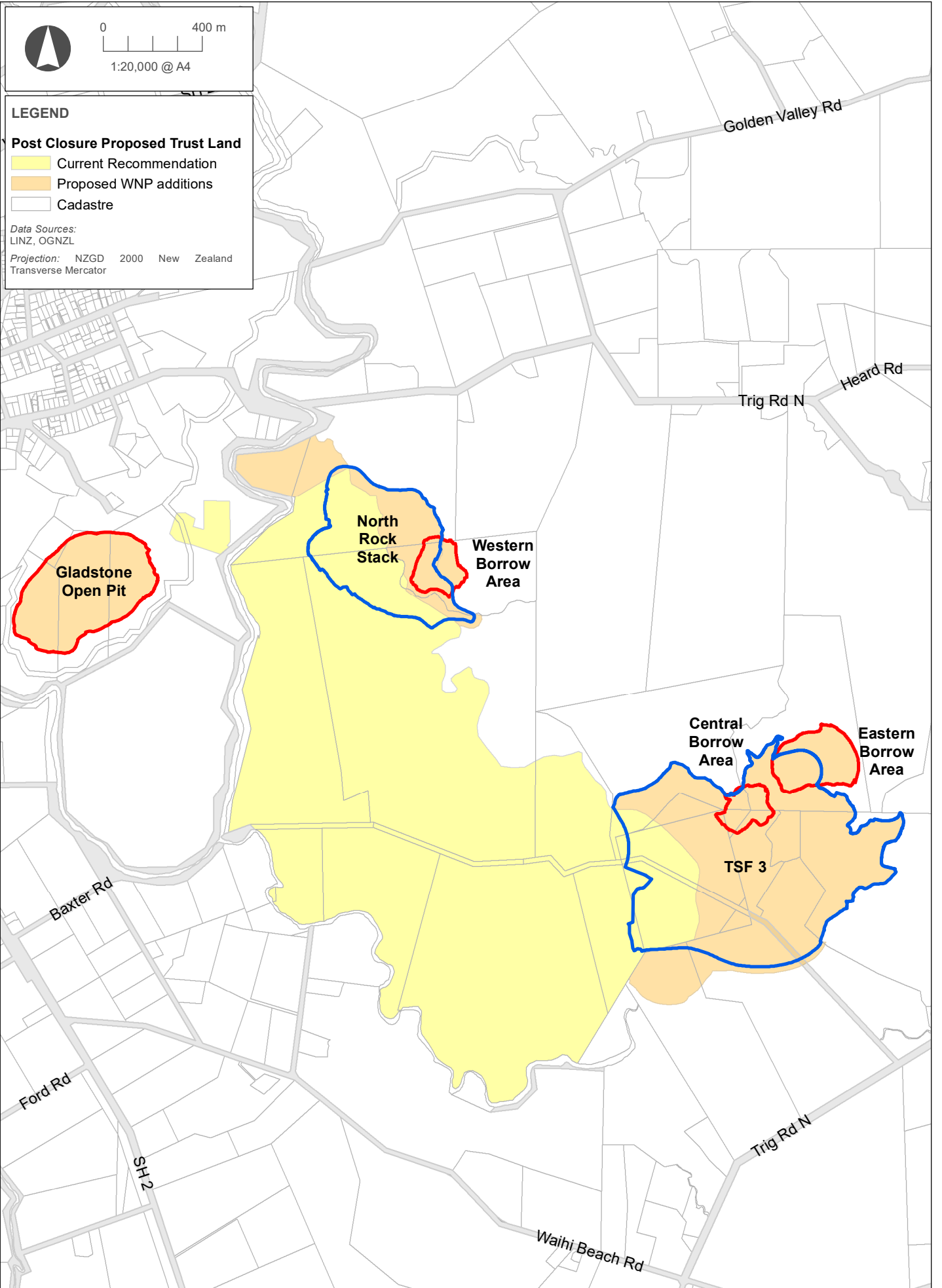
 Current Recommendation

 Proposed WNP additions

 Cadastre

Data Sources:
LINZ, OGNZL

Projection: NZGD 2000 New Zealand
Transverse Mercator



This plan has been prepared by Boffa Miskell Limited on the specific instructions of our Client. It is solely for our Client's use in accordance with the agreed scope of work. Any use or reliance by a third party is at that party's own risk. Where information has been supplied by the Client or obtained from other external sources, it has been assumed that it is accurate. No liability or responsibility is accepted by Boffa Miskell Limited for any errors or omissions to the extent that they arise from inaccurate information provided by the Client or any external source.