ACCESS ARRANGEMENT

CROWN MINERALS ACT 1991

Mining Permit 41515

BT Mining Limited

ACCESS ARRANGEMENT

THIS AGREEMENT for an access arrangement pursuant to section 61 of the Crown Minerals Act 1991 dated _____ between the MINISTER OF CONSERVATION (hereinafter together with the Minister's agents referred to as **Minister**) and BT MINING LIMITED a duly incorporated company at [redacted] (**Permit Holder**).

WHEREAS

(a) The Land described in the First Schedule is administered by the Department of Conservation pursuant to sections 25 and 62 of the Conservation Act 1987 and the Minister is responsible for that Department;

(b) The Permit Holder has been granted a mining permit (Mining Permit 41 515) by the Minister of Energy pursuant to section 25 of the Crown Minerals Act 1991 to undertake Mining in and on the Land;

(c) The Permit Holder has applied for and been granted consents for the Buller Plateaux Continuation Project **("Project").** The Upper Waimangaroa Haul Road sub-area forms part of the Project. The Upper Waimangaroa Haul Road sub-area, in part, crosses the Land and it is in respect of that part only that an access arrangement is sought by the Permit Holder pursuant to Section 59 of the Crown Minerals Act 1991.

(d) The activities proposed to be carried out on the Land are the construction, establishment, maintenance, use and removal (if required) of a coal haul road together with all ancillary activities within that part of the Upper Waimangaroa Haul Road sub-area that crosses the Land and as generally described in the application documents and approvals granted for the Project ("**Activities**").

IT IS AGREED between the Minister of the first part and the Permit Holder of the second part that the Permit Holder may enter the Land described in the First Schedule subject to the terms and conditions set out below hereto for the purposes of carrying out Activities.

INTERPRETATION

"Access Arrangement" means this agreement for an access arrangement.

"Act" means the Crown Minerals Act 1991.

"Activities" has the meaning set out in Recital(d) above.

"Annual Work Programme" means an annual work and rehabilitation plan which the Permit Holder must submit annually to the Manager for his/her approval and which is a precondition to the Permit Holder carrying out any Activities on the Land.

"Department" means the Department of Conservation, or its authorised agent.

"Exploration" has the same meaning as defined in section 2 of the Crown Minerals Act 1991.

"Land" means the land described in the First Schedule and includes all natural and historical features on the Land.

“Manager” means the person for the time being holding the office of Tier 3 or Tier 4 Manager of the Department of Conservation.

“Mining Permit” means MP 41 515 or any permit granted in substitution for or replacement of that permit.

“Minister” means the Minister of Conservation, or his or her duly authorised delegate.

“On” in relation to land, includes on or under the surface of land.

"Permit Holder" includes the Permit Holder, its employees, agents, contractors and assignees.

“Buller Plateaux Continuation Project” means the project approved under the Fast-track Approvals Act 2024 and known as the Buller Plateaux Continuation Project.

“Working Day” means any day except:

a. a Saturday, a Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign’s birthday, Matariki, and Waitangi Day; and
b. if Waitangi Day, Matariki, or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
c. a day in the period commencing with 20 December in any year and ending with 15 January in the following year.

GENERAL AUTHORISATION

1. Subject to compliance with the conditions of this Access Arrangement and approval of a current Annual Work Programme, the Permit Holder may undertake the Activities on the Land generally in accordance with the Project and as it particularly relates to the Upper Waimangaroa Haul Road sub-area.

ASSIGNMENT

2.

a. The benefit of this Access Agreement is not to be assigned, transferred, or sublet by the Permit Holder without the prior written consent of the Minister. The Minister’s consent to an assignment, transfer, or sublease shall be at the Minister’s discretion, and the Minister may require any assignee, transferee, or sub-lessee to enter into a deed of covenant with her/him whereby the assignee, transferee, or sub-lessee is bound by the terms of the Access Agreement as if it were a principal party to it.

b. If the Permit Holder assigns transfers or sublets any rights granted by this Access Agreement it is to be a condition of any consent under this clause that the indemnities under this Access Arrangement continue to be binding on the Permit Holder.

c. If the Permit Holder requests the Minister’s agreement to a request for assignment of the benefit of this Access Arrangement, the Permit Holder shall, in addition to any other information requested by the Minister, supply information which demonstrates to the satisfaction of the Minister that the assignee has the appropriate technical skills and experience to carry out the proposed Activities.

TERM

3. The term of this Access Arrangement will be for a period from the date of execution of this Access Arrangement until the expiry of the Mining Permit or such longer term as may be agreed under this Access Arrangement.

[redacted]

[redacted]

AUTHORITY TO ENTER AND OPERATE

11. The Permit Holder will not enter in or on to the Land for the purpose of commencing Activities until the Permit Holder has been issued with an Authority to Enter and Operate. Such Authority to Enter and Operate to be re-issued on an annual basis.

12. To obtain an Authority to Enter and Operate the Permit Holder must provide the following to the Manager:

    a. The Annual Work Programme;

    b. Details and certificates of currency in respect of all required insurances;

    c. Copy of the Mining Permit;

    d. A copy of all resource consents held by the Permit Holder in respect of its proposed Activities on the Land.

13. The Manager may require the Permit Holder to vary the proposed Annual Work Programme to ensure the Activities comply with the conditions of this Access Arrangement. Where reasonably required by the Manager the Permit Holder will amend the proposed Annual Work Programme accordingly.

14. Upon the Manager being reasonably satisfied the Manager will promptly issue the Permit Holder with a written "Authority to Enter and Operate" permitting the Permit Holder to enter in or on to the Land to commence Activities for a period of 12 months, unless the Mining Permit has a lesser term remaining.

15. The Manager will not unreasonably fail to grant, or delay granting, a subsequent Authority to Enter and Operate where the Permit Holder has supplied all the required documentation and made all the payments required by the Access Arrangement, and the further Annual Work Programme is consistent with the Project description contained in the application for this Access Arrangement and the conditions of this Access Arrangement.

16. Except as permitted by the Manager, the Permit Holder will not after the expiry of an Authority to Enter and Operate, undertake any work prior to each subsequent Authority to Enter and Operate has been issued by the Manager.

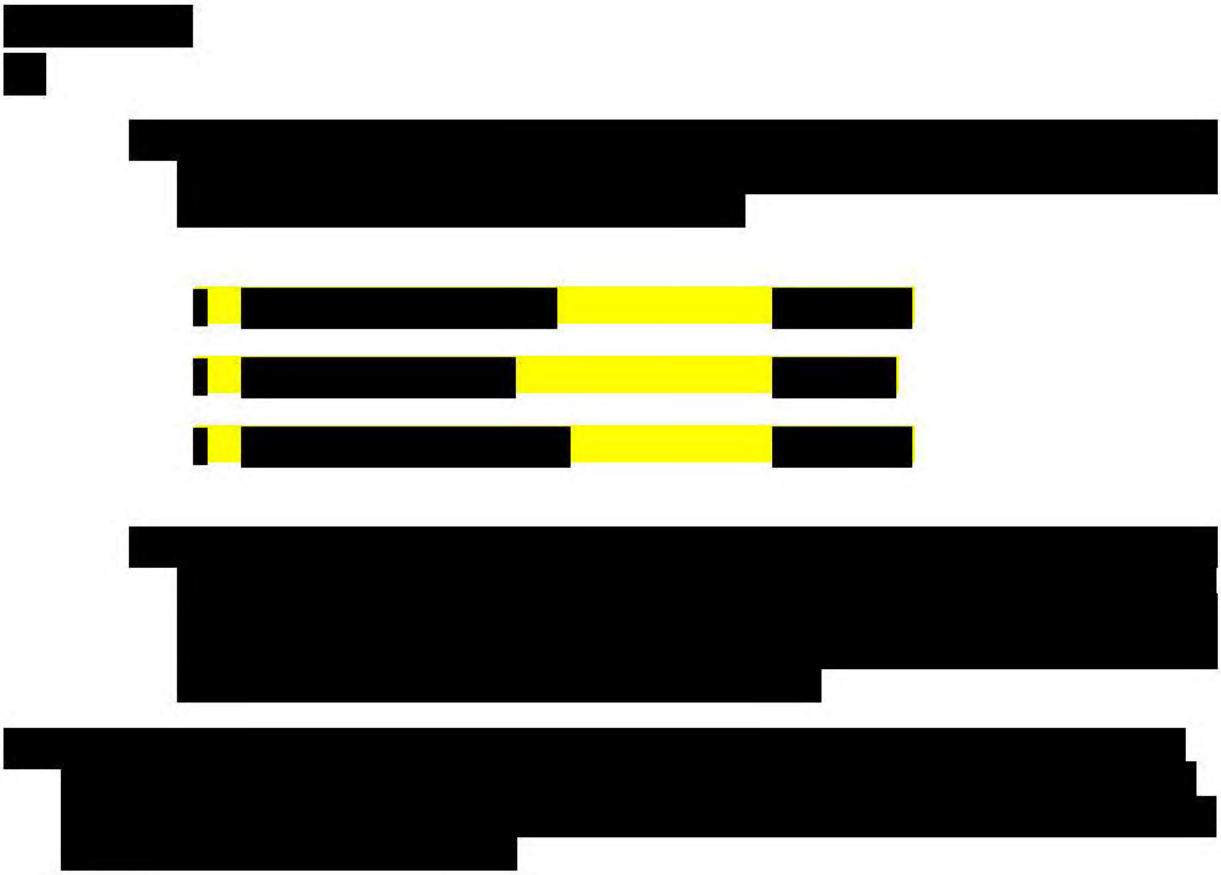
17. Pending the granting of a subsequent Authority to Enter and Operate the Manager may in his or her discretion, issue an interim Authority to Enter and Operate providing the documents and payments required by the Access Arrangement have been submitted.

ANNUAL WORK PROGRAMME

18.

    a. The Annual Work Programme submitted to the Manager for approval must detail the Activities proposed to be carried out over the next twelve month period.

    b. The Manager may request such information as may be reasonable to enable him/her to make an informed decision regarding approval or non-approval of the Annual Work Programme.



EXTENSION OF TERM OF ACCESS ARRANGEMENT

21. The parties shall, at the Minister's discretion, either extend the term of this Access Arrangement, or enter into a concession under part 3B of the Conservation Act 1987, or put in place alternative arrangements, with the bonds provided for in this Access Arrangement if and to the extent then applicable, to lawfully provide for the on-going operations, management and rehabilitation activities on the Land required under this Access Arrangement, in order to give effect to the obligations set out in this Access Arrangement.

22. The Permit Holder agrees to be bound by any decision of the Minister to require the term of the Access Arrangement to be extended or to require the Permit Holder to hold a concession, or to require alternative arrangements be put in place.

BONDS

23. Prior to entering in or on the Land the Permit Holder must provide the bonds required under the conditions of the resource consents granted for the Activities on the Land. Those bonds will be reviewed as provided for in the relevant resource consent conditions and the Minister will be a party to those bonds.

Note: it is intended that a joint bond between the West Coast Regional Council, Buller District Council and the Minister of Conservation be entered into in respect of the Activities on the Land.

INDEMNITIES

24. The Permit Holder will indemnify and keep indemnified the Minister and Department against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered as a result of or arising out of any act or omission of the

Permit Holder or otherwise caused as a result of the Activities on the Land. The indemnity is to continue after the expiry of, or other determination of this Access Arrangement, or any variation to it, in respect of those Acts or omissions occurring or arising before the expiry or determination of it, or any variation to it.

25. If due to the Permit Holder's Activities the Land or any part of it is assessed as rateable land under the Local Government (Rating) Act 2002, or any amendment to that Act, or the introduction of a new Act in substitution for it, the Permit Holder is to pay any of the rates which may be struck in respect of the Land and/or the Activities; but both parties expressly agree that such payment is not of itself to constitute an acknowledgement of exclusive possession by the Permit Holder of the Land.

26. The Minister will not be liable for and does not accept any responsibility for damage or interference to the Activities, equipment, buildings or structures, held or erected on the Land due to any cause whatsoever including (without restriction) any acts or omissions by the Minister, their servants, agents, or contractors (other than acts or omissions arising from the willful misconduct of the Minister, his servants, agents or contractors), natural disaster, vandalism, sabotage, fire, exposure to the elements or any other cause whatsoever.

HEALTH AND SAFETY

27. The Permit Holder will exercise the rights granted by this Access Arrangement in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015, and its regulations, and all other provisions or requirements of any competent authority relating to the exercise of this Access Arrangement.

28. The Permit Holder will take all reasonable steps to protect the safety of persons present on the Land during the Activities and between work periods and will, when required by the Manager, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the Activities. The Permit Holder will take all reasonable steps to mitigate any dangers to the public and will clearly mark any that remain.

29.

    a. Where the Permit Holder is of the view that as a result of health and safety requirements part or all of the Land should be closed to public access, the Permit Holder will advise the Manager (acting under delegated authority from the Minister) of the same and the Manager will, unless it is unreasonable to do so, close public access to all or part of the Land .

    b. The Permit Holder will give the Manager reasonable notice under clause 29.a so that the Manager can ensure that all reasonable steps are taken to ensure members of the public are made aware of the closure and the reasons for it.

    c. The Permit Holder will be responsible for the reasonable costs of ensuring that the public is made aware of the closure.

FIRE PRECAUTIONS

30. The Permit Holder will:

    a. Ensure that no unauthorised fire occurs as a consequence of the Activities, whether on the Land, or any adjoining land;

b. Not light any fire except by permit issued by the Manager;

c. Not store or permit to be stored fuels or other combustible materials on the Land without the prior written permission of the Manager;

d. Comply with the Manager's reasonable requirements for fire safety equipment and for fire fighting equipment to be kept on the Land.

PROTECTION OF THE ENVIRONMENT

31. The Permit Holder will ensure that in respect of all the Activities carried out under this Access Arrangement:

    a. That all practicable steps are taken to ensure environmental disturbance is minimised and land affected by the Activities is kept stable and free from erosion. This is to be reflected in all Annual Work Programmes submitted to the Manager for approval.

    b. There is no land disturbance other than that authorised under this Access Arrangement.

    c. Except as permitted by this Access Arrangement the Permit Holder will not adversely affect any indigenous flora and fauna.

    d. No debris, rubbish or other dangerous matter will be deposited in or on the Land, or any pollution will occur of any water body, except as permitted by this Access Arrangement and any resource consent granted under the Resource Management Act 1991 relating to the Land.

    e. There will be no destruction, damage or modification to any archaeological site in the area (as defined by the Historic Places Act 1993) without the authority of the New Zealand Historic Places Board of Trustees obtained under section 14 of that Act. The Permit Holder must produce such authority to the Manager.

    f. Any protected New Zealand object, or taonga tūturu (as defined by the Protected Objects Act 1975), or object of historic significance found in the area or on the Land shall be left in situ, and the Manager and Secretary of Internal Affairs notified as soon as reasonably practicable.

    g. Every person under the Permit Holder’s control entering on to the Land complies with the provisions of this condition. Subject to the requirements of this Access Arrangement, the Permit Holder’s activities on the Land shall be undertaken in general accordance with the information contained within the Project application document.

SUPPLY OF INFORMATION

32. The Permit Holder will lodge with the Manager copies of the renewal of or substitution for any insurance policies including receipts for payment of premiums, any variations to bonds and evidence that the bonds are in force.

33. The Permit Holder will provide to the Minister all information required from time to time by the Minister in respect of the use of the Land and any buildings or equipment thereon including any details concerning the Activities and details concerning the numbers of people employed by the Permit Holder or permitted or allowed by the Permit Holder to come onto the Land.

34. The Permit Holder will submit to the Minister a copy of any application lodged to vary the mining permit(s) covering the Land including any application to transfer the mining permit(s) to another person or party.

MONITORING

35. The Permit Holder will allow the Manager or any other person authorised by the Manager to enter in or on to the Land at any reasonable time to inspect the Land or to consider approval of any Annual Work Plan or other plans, or to monitor compliance with the conditions of this Access Arrangement.

36. Provided reasonable notice has been given to the Permit Holder the Minister, its employees, and contractors may enter the Land to do any work necessary for the exercise of the Minister of Conservation's functions and powers in respect of the Land, provided that such work will not unnecessarily interfere with the Permit Holder's rights under this Access Arrangement.

SUSPENSION OR TERMINATION

37. If the Permit Holder becomes bankrupt, insolvent, or has a receiving order made against it or is wound up or otherwise ceases to function the Minister may terminate this Access Arrangement by notice in writing; or otherwise provide the option of a receiver, liquidator, or statutory manager carrying out the Access Arrangement subject to the provision of a guarantee for the due and faithful performance of the Access Arrangement up to an agreed amount. Such notice does not release the Permit Holder from liability in respect of any breach of this Access Arrangement prior to the termination of the Access Arrangement.

38. If the Permit Holder is in breach, or fails to observe any of the conditions contained herein or any approved Annual Work Programme the Minister must give written notice to the Permit Holder specifying the default and requiring it to be remedied as soon as practicable but no greater than 40 Working Days. If the Permit Holder fails to comply with such notice, then the Minister may by notice in writing suspend or terminate this Access Arrangement.

39. Suspension or termination will not release the Permit Holder from liability in respect of any breach of this Access Arrangement.

40. Upon suspension or termination or expiry of this Access Arrangement the Minister is not liable to pay any compensation whatsoever for any buildings, structures or improvements effected by the Permit Holder.

41. The Permit Holder may remove and, if requested by the Minister, must remove all such buildings, structures and improvements.

42. The Permit Holder must repair and make good at its own expense all damage which may have been done by such removal and is to leave the Land in a clean and tidy condition for restoration as set out in this Access Arrangement or any approved Annual Work Programme.

43. If the Permit Holder fails to remove any buildings within a reasonable time of the request of the Minister the Minister may undertake the same and recover the costs from the Permit Holder.

NOTICES

44. Any notice required to be addressed by either party will be sent by hand, courier email or

by facsimile during normal business hours and will in the absence of proof to the contrary be deemed to have been received by the other party on such date and at such time upon which the notice delivered by hand was delivered, or at such time as notice delivered by courier, email or facsimile would have been delivered.

45. The Minister's address, email and fax number for service will be C/- The Manager, The Department of Conservation, [redacted]

46. The Permit Holder's address and email for service will be BT Mining Limited, [redacted]

VARIATIONS

47. The Parties acknowledge that:

    a. If the Permit Holder's proposed Activities on the Land change in a way that any resource consents held in respect of those Activities require a formal variation, the Minister may make any submissions on whether any consents or variations to consents should be or should not be granted by the relevant consent authorities; and

    b. If the principal elements of the Activities in respect of the Land as described in the Project Description change, no further work may be undertaken on that principal element by the Permit Holder until such time as the Minister has considered and made a decision upon any application from the Permit Holder to vary the Access Arrangement and the Parties have entered into an agreement to vary the Access Arrangement. Nothing in this condition implies any obligation on the part of the Minister to agree to such variation.

    c. The Permit Holder must lodge with the Manager any variations to the Mining Permit.

    d. The Minister may vary this Access Arrangement or the Annual Work Programme if he or she considers any variation to the Mining Permit makes it necessary to do so.

DISPUTE RESOLUTION

48. The parties agree to negotiate in good faith to resolve any differences which arise in connection with this Access Arrangement.

49. Failing resolution, any differences and disputes between the parties concerning this Access Arrangement, its interpretation, effect or implementation or any act or thing to be done in pursuant thereof (except as otherwise expressly provided) is to be referred to arbitration in New Zealand by a single arbitrator who is to be mutually agreed upon and, failing agreement, is to be appointed by the President of the New Zealand Law Society.

COMPLIANCE

50. The Permit Holder will at all times comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Land or affecting or relating to the Activities including the Crown Minerals Act 1991, Health and Safety at Work Act 2015, the Forest and Rural Fires Act 1977, the Hazardous Substances and New Organisms Act 1996, and the Conservation Act 1987 and all Acts included in its First Schedule.

51. The Permit Holder will at all times comply with the Resource Management Act 1991, and the conditions of all resource consents, or permitted activity performance standards, relevant to the conduct of Activities on the Land including all management plans required under any resource consent. A breach of a relevant resource consent or permitted activity standard shall be deemed to be a breach of this Access Arrangement.
52. If any inconsistency arises between the conditions of any resource consent relevant to the conduct of the Activities on the Land, and the conditions of this Access Arrangement, such that the Permit Holder cannot comply with both, the Permit Holder shall forthwith advise the Manager. On such advice being received by the Manager, the Manager may either review the provisions of this Access Arrangement and agree to vary the Access Arrangement so as to remove the inconsistency, or confirm the conditions of the Access Arrangement and encourage the Permit Holder to seek a change of resource consent conditions.

GENERAL

53. Any failure by the Minister to exercise any right or power under this Access Arrangement does not operate as a waiver and the single or partial exercise of any right or power by the Minister does not preclude any other or further exercise of that or any other right or power by the Minister.

54. The Permit Holder will not use any Land subject to this Access Arrangement for any purposes other than those specified in this Access Arrangement. Unless otherwise authorised by this Access Arrangement, or otherwise approved by the Manager, the Permit Holder will not erect, install or operate anything on the Land other than that described in the approved Annual Work Programme.

55. This Access Arrangement shall not remove any requirement for the Permit Holder to obtain an authority under the Wildlife Act 1953 to disturb, or kill any wildlife on the Land.

56. The headings set out in this Access Arrangement have been inserted for convenience and will not in any way limit or govern the construction of this Access Arrangement.

57. This Access Arrangement may be signed in any number of counterparts (including facsimile and PDF copies) all of which, when taken together, will constitute one and the same instrument. A party may enter into this Access Arrangement by executing any counterpart.

58. Nothing in this Access Arrangement will prevent the Minister or Director-General from participating in any statutory process in respect to any matter relating to Activities in or on the Land defined in this Access Arrangement.

59. Notwithstanding any other provision, each party and the Manager will act reasonably when considering whether to accept, agree, approve, consent to, decide, determine, or give permission for, any matter or thing under this Access Arrangement. The absence of any reference to a party or the Manager acting reasonably shall not affect the operation of this clause.

60. Notwithstanding any other provision, any requirement under this Access Arrangement for a matter or thing to be accepted, agreed, approved, consented to, decided, determined by, or subject to the permission or satisfaction of, the Manager is met if the matter or thing is expressly provided for in an Annual Work Programme approved by the Manager.

SIGNING

Signed by the Minister of Conservation)
pursuant to the Crown Minerals Act 1991)

in the presence of:

.....

.....

Signed on behalf of

By:

Name: .....

Signed .....(Director)

in the presence of:

.....

.....

Name: .....

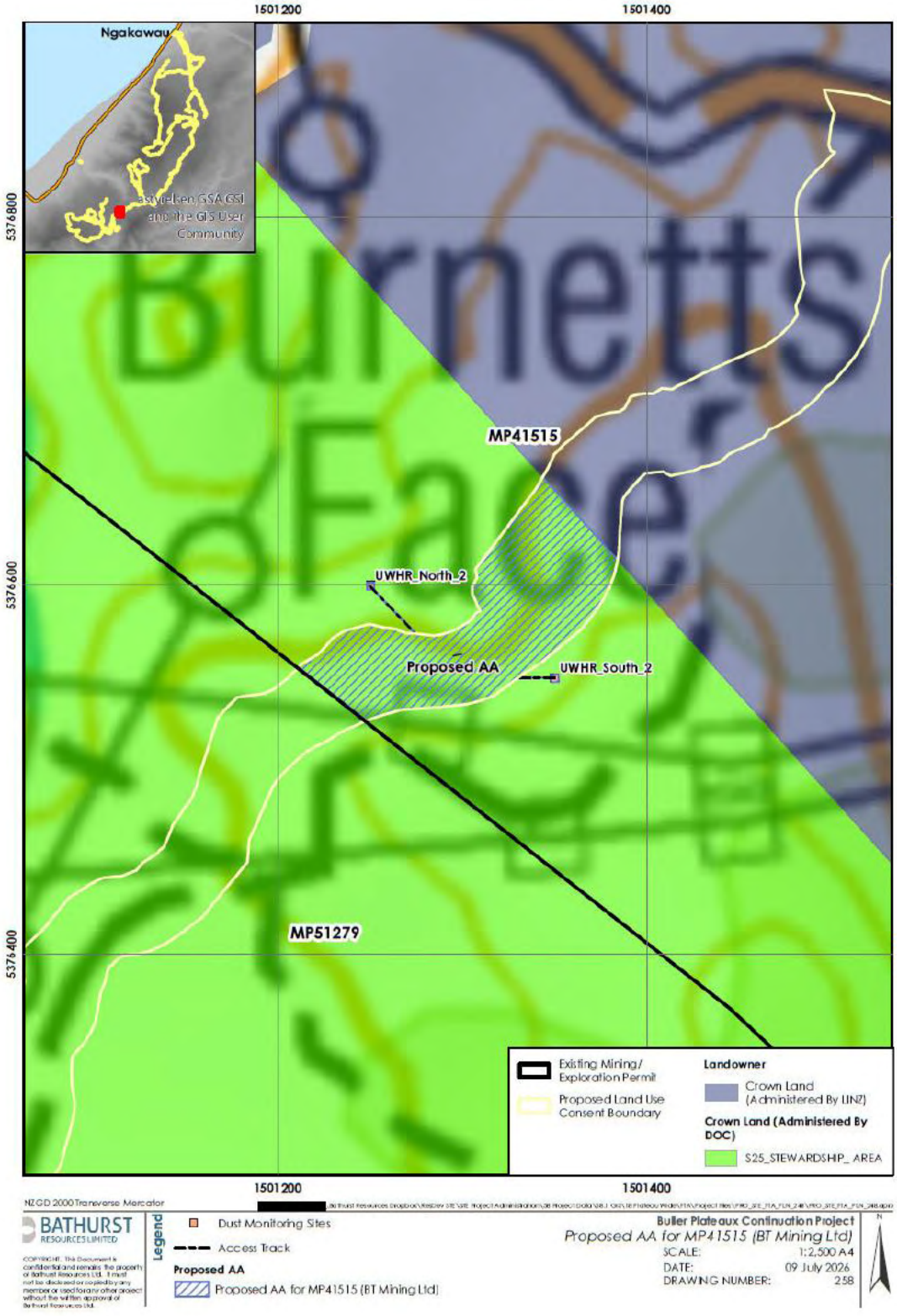
Signed ..... (Director)

in the presence of:

.....

.....

FIRST SCHEDULE



SECOND SCHEDULE
SPECIAL CONDITIONS: