

WAIHI NORTH PROJECT - PROPOSED NORTHERN AREA CONCESSION CONDITIONS

SCHEDULE 1

1.	Land (clause 2)	<p>As marked “Northern Concession Area” on the attached plan or map in Schedule 4 being:</p> <p>Physical Description/Common Name: Part Coromandel State Forest Park</p> <p>Land Status: Conservation Park, held under section 19 of the Conservation Act</p> <p>Area: Wharekirauponga catchment</p> <p>Map Reference: As per map in Schedule 4</p>
2.	Concession Activity (clause 2)	<p>Pest control and monitoring</p> <ul style="list-style-type: none"> To be undertaken in accordance with the Wharekirauponga Animal Pest Management Plan <p>Hydrogeology</p> <ul style="list-style-type: none"> Drilling and installation of three new near-stream piezometers. Groundwater sampling from all piezometers. <p>Surface Water</p> <ul style="list-style-type: none"> Installation and operation of four river flow monitoring stations, and continued use of existing surface water monitoring site Water quality sampling. Continued use of a flow tracker for flow gauging. <p>Telemetry</p> <ul style="list-style-type: none"> The installation and maintenance of a telemetry system to transmit environmental data <p>Low impact monitoring activities</p> <ul style="list-style-type: none"> Noise monitoring Vibration monitoring Ecological surveys



3.	Term (clause 3)	[30 years from date of approval]
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	[30 years from date of approval]
6.	Concession Fee (clause 4)	Annual Activity Fee: \$[TBC] per annum plus GST Annual Management Fee: \$[TBC] per annum plus GST
7.	Annual Environmental Monitoring Fee (clause 9)	Not Required
8.	Community Services Contribution (clause 6)	Not Required
9.	Total payment to be made per annum (clause 4)	\$[TBC] per annum plus GST (comprising: Annual Activity Fee (Item 6); and Annual Management Fee (Item 6), Environment Monitoring Contribution (Item 7) and Community Services Contribution (Item 8))
10.	Concession Fee Payment Date(s) (clause 4)	Annually
11.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR).
12.	Concession Review Date(s) (clause 5)	None
13.	Health and Safety (clause 13)	Audited Safety Plan: Not required



15.	Insurance (To be obtained by Concessionaire) (clause 12)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date
16.	Addresses for Notices (clause 24)	The Grantor's address is: [Hauraki District Office, 3/366 Ngati Maru Highway (SH25) Thames 3500 (physical); PO Box 343, Thames 3540 (postal); Phone: 0800 275 362; Email: thames@doc.govt.nz]
		The Concessionaire's address in New Zealand is: Physical: 22 MacLaggan Street, Dunedin 9016 Postal: PO Box 5442 Dunedin 9054 Phone: 03 479 2922 Email: NZ.Legal@oceanagold.com
17.	Guarantee (clause 29)	Not required
18.	Special Conditions (clause 34)	See Schedule 3
19.	Processing Fee (clause 4)	\$(TBC) + GST

Note: The clause references are to the Grantor's Standard Terms and Conditions of Licence set out in Schedule 2.



SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF LICENCE



SCHEDULE 3

Special Conditions

General

- 1 The Concessionaire must conduct the Activity in accordance with the application dated [dd/mm/yyyy].

Track markers

- 2 The Concessionaire must remove all track markers, flagging tape or other material used for the purposes of the Activity within one (1) month of the Activity being completed.

Expectations of the public

- 3 While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.
- 4 If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.
- 5 All monitoring equipment shall be situated so as not to be readily visible from any formed walking track and equipment shall not impede any public access to the area.

Biosecurity Management

- 6 The Concessionaire shall comply with the biosecurity management and kauri dieback management sections of the Ecology and Landscape Management Plan - Wharekirauponga Underground Mine at all times.
- 7 The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.

Monitoring

- 8 Upon request, the Concessionaire must forward the following electronically to [permissionsupdates@doc.govt.nz and thames@doc.govt.nz]:
 - i. A copy of all raw data collated from the monitoring; and
 - ii. A one-page summary of the Activities undertaken.
- 9 If the Grantor determines that the conditions of this Document or the effects of the Activity should be monitored, the Concessionaire shall meet: either the full costs of any monitoring programme that is implemented; or, if the Grantor determines that the costs should be

apportioned among several Concessionaires who use the same locations, part of the costs of the monitoring programme. These costs will include the Department's standard charge-out rates for staff time and the mileage rates for vehicle use associated with the monitoring programme.

Removal of equipment

- 10 All equipment and structures must be removed at the expiry of this Concession.

SCHEDULE 4

