MACRAES PHASE 4 PROJECT CONSENT CONDITIONS

SCHEDULE 1: COMMON CONDITIONS – OTAGO REGIONAL COUNCIL, WAITAKI DISTRICT COUNCIL AND DUNEDIN CITY COUNCIL

Advice Note: *The Index of Resource Consents identifies which conditions and schedules apply to each consent and contains the definitions, interpretation provisions, and general requirements that apply to these conditions. These Common Conditions should be read in conjunction with the Index and any other schedules applicable to the relevant consent. This Schedule does not restate those provisions and must be read in conjunction with the Index to ensure full understanding of the consent requirements.*

The consents identified in the Index are intended to provide an integrated and consolidated management framework for the Macraes Operation. The Index identifies the conditions and schedules that apply to each consent authorised by this decision. Other resource consents may also apply to activities at the Macraes Operation, and the consent holder must ensure compliance with all applicable consent conditions.

SCOPE

1. The activities authorised by these consents include all activities associated with the exploration, prospecting, enabling works, mining, operation, maintenance, de-commissioning, rehabilitation, de-construction or dismantling of mining operations as described in the Substantive Application and supporting technical documents submitted by OceanaGold (New Zealand) Limited to the Environment Protection Authority in support of authorisations for the Macraes Phase 4 ("**MP4**") Project under the Fast-track Approvals Act 2024 ("**FTAA**").

EXERCISE OF CONSENTS

2. The activities authorised by these consents must be undertaken in general accordance with:

   2.1 The information contained in the Substantive Application and supporting technical documents lodged by the Consent Holder with the Environmental Protection Authority in support of its Substantive Application, and the Project Overview and Annual Work and Rehabilitation Plan required by Condition 25, except where modified by:

      2.1.a The conditions contained in Schedules 1, 2 and 3 of these consents, as applicable to the relevant consent;

      2.1.b Any management plan, monitoring plan or other document approved with these consents; or

2.1.c Any subsequent certification or recertification of a management plan, monitoring plan or other document in accordance these consents; or

3. The Consent Holder must comply with Schedule 1 (Common Conditions – All Consent Authorities), Schedule 2 (District Council Conditions), and Schedule 3 (Otago Regional Council Conditions), as applicable to each consent in accordance with the Index of Resource Consents, and with Schedule 4 (Consent Attachments).

4. In the event of any conflict or discrepancy between the information submitted with the application and the Consent Conditions, the conditions of consent will prevail.

5. No later than **ten (10) working days** prior to the first exercise of a consent, or group of consents being exercised concurrently, the Consent Holder must advise the relevant Consent Authority in writing of the date on which that consent will first be exercised. The notification must identify, and provide the relevant contact details for, the primary contact person responsible for consent compliance.

Surender of existing consents

6. Unless otherwise provided for in the consent conditions authorising the activities associated with the MP4 Project, within six months of the commencement of these consents, the Consent Holder must prepare and provide to the Consent Authorities a Consent Transition Schedule identifying:

   6.1 Existing consents;

   6.2 Replacement consents;

   6.3 Surrendered consents, or any consents intended to be surrendered;

   6.4 Superseded conditions; and

   6.5 The date on which each transition has occurred or is proposed to occur.

   Advice Note: *The purpose of the Consent Transition Schedule is to provide clarity regarding the relationship between existing resource consents and the MP4 consents, including identifying which consents and consent conditions continue to apply, which are replaced or superseded by the MP4 consents, and which consents are intended to be surrendered*.

Compliance

7. Except where otherwise provided in Schedules 1, 2 or 3, the Consent Holder must notify the relevant Consent Authority, as soon as practicable, but no later than **five (5) working days** after becoming aware of any non-compliance that:

   7.1 Results in, or is likely to result in, an adverse environmental effect;

   7.2 Represents a repeated non-compliance; or

   7.3 Constitutes a material breach of these consent conditions.

Advice Note: *For the purpose of this conditions, material breach means a substantial or significant failure to comply with a resource consent, any condition of that consent, or a statutory requirement, which results in, or has the potential to result in, adverse environmental effects, or which materially undermines the purpose or intent of the consent*.

8. Except where otherwise provided in Schedules 1, 2 or 3, for any non-compliance event where a Consent Authority is notified in accordance with Condition 7 above, the Consent Holder must, to the extent practicable, modify the activity which has been determined to be causing the non-compliance and, as soon as practicable:

    8.1 Implement any immediate response actions to achieve compliance with the consent conditions and implement measures to prevent recurrence of similar non-compliance events; and

    8.2 Where the non-compliance indicates that a certified management plan is no longer effective in achieving compliance with these consent conditions, the Consent Holder must review the relevant management plan and, where necessary, prepare amendments in accordance with the recertification conditions (Conditions 10 - 18) of these consents.

MANAGEMENT AND MONITORING PLAN CONDITIONS

Management and Monitoring Plans

9. The activities authorised by these consents must be undertaken in accordance with the management and monitoring plans identified in Table 1. In relation to those plans:

    9.1 The plans identified in **Table 1** as "Certified on Consent Issue", are deemed to be certified upon commencement of these consents;

    9.2 Any amendment to a management or monitoring plan identified in Table 1 must be undertaken in accordance with the certification, recertification, amendment and publication process Conditions 10-23 of these consents; and

    9.3 Where a plan is identified in Table 1 as requiring certification, the Consent Holder must submit that plan to the relevant certifying authority within the timeframe specified in **Table 1** and must not commence the activity to which the plan relates until certification has been obtained.

Table 1: Management and Monitoring Plan and Certification Requirements

Condition No	Document	Certification timing	Certifying Authority
Schedule 3 – Condition Air5	Air Quality Management Plan (AQMP)	At least 30 working days prior to the exercise of these consents.	Otago Regional Council

Condition No	Document	Certification timing	Certifying Authority
Schedule 3 – Condition MWM11	Mine Water Management Plan (MWMP)	Within 6 months of the commencement of these consents.	Otago Regional Council.
Schedule 3 – Condition EM5	Macraes Phase 4 Water Quality Management Plan (MPWQMP)	Within 6 months of the commencement of these consents.	Otago Regional Council.
Schedule 3 – RMFT26.[047] Condition 5	Ground Control and Subsidence Management Plan – Golden Point Underground Mine (GCSMP – GGPUG)	At least 30 working days prior to the exercise of these consents.	Otago Regional Council.
Schedule 1 – Condition 34	Tailings Removal and Dam Deconstruction Management Plan (TRDD)	At least 30 working days prior to the commencement of the removal of tailings from the Central Mining Area.	Otago Regional Council.
Schedule 3 – Condition ESC6	Site Specific Erosion and Sediment Control Plans (SSESCP)	At least 20 working days prior to the commencement of earthworks or land disturbance activities within a particular stage or work area.	Otago Regional Council.
Schedule 1 – Condition 63	Vegetation and Threatened Species and At Risk (TAR) Flora Management Plan (TARMP)	Certified on issue of consent.	Otago Regional Council for any future amendments.
Schedule 3 – Condition WLD3	Wetland Management and Monitoring Plan (WMMP)	Certified on issue of consent.	Otago Regional Council for any future amendments.
Schedule 3 – Condition WLD21	Residual Effects Wetland Restoration Plan (REWRP)	Certified on issue of consent.	Otago Regional Council for any future amendments.

Condition No	Document	Certification timing	Certifying Authority
Schedule 1 – Condition 50	Residual Effects Terrestrial Restoration Plan (RETRP)	Certified on issue of consent.	Otago Regional Council for any future amendments.
Schedule 3 – Condition ACE2	Stream Compensation Plan (SCP)	Certified on issue of consent.	Otago Regional Council for any future amendments.
Schedule 3 – Condition ACE11	Fish Management Plan (FMP)	Certified on issue of consent.	Otago Regional Council for any future amendments.
Schedule 3 – Condition WRS3	Waste Rock Stack Management Plan (WRSMP)	At least 30 working days prior to commencement of any works authorised by these consents for the WRS identified in Condition WRS2 of Schedule 3.	Otago Regional Council.
Schedule 3 – Condition MWM4	Brine Disposal Management Plan (BDMP)	No later than six months prior to commissioning Stage 2 of the Water Treatment Plant.	Otago Regional Council.
Schedule 2 – Condition 17	Noise, Airblast and Vibration Management Plan (NAVMAP)	At least 30 working days prior to the commencement of any noise, blasting or vibration generating activity authorised by these consents.	Waitaki District Council and/or Dunedin City Council.
Schedule 2 – Condition 80	Ground Control Management Plan – Public Roads Adjacent to Macraes Operations (GCMP – PRAMO)	No less than 20 working days prior to the commencement of excavation at the Innes Mills Pit extension and / or the Golden Bar Pit extension authorised by these consents.	Waitaki District Council and/or Dunedin City Council.

Condition No	Document	Certification timing	Certifying Authority
Schedule 2 – Condition 46	Landscape Rehabilitation Strategy and Management Plan (LRSMP)	Within six months of the commencement of the activities authorised by these consents.	Waitaki District Council and/or Dunedin City Council.
Schedule 1 – Condition 86	Avifauna Monitoring and Management Plan (AMMP)	Certified on issue of consent.	Waitaki District Council and/or Dunedin City Council for any future amendments.
Schedule 1 – Condition 75	Invertebrate Management and Monitoring Plan (IMMP)	Certified on issue of consent.	Waitaki District Council and/or Dunedin City Council for any future amendments.
Schedule 1 – Condition 97	Pest Control and Elimination Plan (PCEP)	Certified on issue of consent.	Waitaki District Council and/or Dunedin City Council for any future amendments.
Schedule 2 – Condition 40	Site Management Plan - Ground Contamination (SMP – GC)	At least 30 working days prior to undertaking land disturbance activities within the areas identified in Figures 33-35 in Schedule 4.	Waitaki District Council and/or Dunedin City Council.
Schedule 1 – Condition 115	Site Decommissioning and Closure Plan	No less than 12 months before completion of the MP4 mining activities authorised by these consents.	Otago Regional Council.

Advice Note: *Where a management or monitoring plan is identified as requiring certification by either Waitaki District Council or Dunedin City Council, those councils shall determine between themselves which council will act as the lead certifying authority and advise the Consent Holder accordingly*.

Certification, Recertification, Amendment and Publication Process of Management Plans and Monitoring Documents

10. Any management plan, monitoring plan or other document required by these consents, and any amendment or recertification of such a document must, be prepared by a SQEP and be sufficiently comprehensive and robust to provide for compliance with the relevant consent conditions and to enable monitoring of that compliance. The document must include the matters required by the relevant conditions and, where relevant include:

    10.1 The purpose and / or objectives of the plan;

    10.2 A clear description of the activities covered by the plan;

    10.3 Identification of the environmental values and features requiring management and / or monitoring;

    10.4 The management and mitigation measures to be implemented to demonstrate how the adverse effects authorised by this consent will be avoided, remedied or mitigated and how the outcomes set out in conditions of consent will be achieved;

    10.5 Where relevant, the monitoring methods, performance criteria, and reporting requirements;

    10.6 Intervention triggers and processes that would apply if monitoring indicates that the purpose and/or objective of the management plan is not being achieved; and

    10.7 The name and contact details of the person(s) responsible for implementing the plan.

11. Where a management or monitoring plan is required to be prepared in consultation with Kā Rūnaka or a stakeholder, the Consent holder must provide at least **twenty (20) working days** for the group to provide feedback before submitting a final version of the respective plan for certification. The submitted plan must include a record of consultation undertaken in accordance with this condition.

12. Where a consent condition requires a management plan, monitoring plan or other document to be certified or recertified by a Consent Authority:

    12.1 The purpose of certification or recertification is limited to confirming that the document:

        12.1.a addresses the matters required by the relevant consent condition;

        12.1.b is consistent with the objectives and outcomes specified in the relevant consent condition;

        12.1.c includes the management, mitigation, monitoring, reporting and performance measures required by these consents; and

        12.1.d complies with the requirements of Condition 10.

12.2 Certification or recertification must not be used to:

12.2.a reconsider the merits of the activity authorised by these consents;

12.2.b impose additional obligations, mitigation measures or performance standards not required by these consents; or

12.2.c require material redesign of the Project.

12.3 Recertification may be sought by the Consent Holder at any time to amend a certified document, provided the amended document continues to achieve outcomes that are equivalent to or better than those required by the relevant consent conditions.

12.4 Certification and recertification must not be unreasonably withheld or delayed.

Advice Note: *For the purposes of these consents:*

- *Certification means the initial approval of a management plan, monitoring plan or other document required by a consent condition.*
- *Recertification means the approval of an amended version of a previously certified document.*

The role of the Consent Authority is limited to assessing whether the document satisfies the relevant consent conditions and the requirements of these consents. Certification or recertification is not an opportunity to revisit the substantive approval of the Project or require additional mitigation beyond that contemplated by the consent conditions.

13. Where a management plan, monitoring plan or other document is submitted for certification or recertification under these consents, the relevant Consent Authority must, within **twenty (20) working days** of receiving a document:

13.1 Provide written certification confirming that the document meets the requirements of the relevant consent condition(s) and conditions 10 and 12; or

13.2 provide written reasons for declining certification, identifying the aspects of the document that do not satisfy the relevant consent condition and the amendments required to enable certification.

14. Where certification is declined, the Consent Holder may submit an amended document addressing the matters identified by the Consent Authority.

15. The Consent Holder may lodge an amended monitoring plan, management plan or other document for recertification at any time.

16. Minor/administrative changes may be implemented without recertification where written notice of the changes is provided to the relevant Consent Authority prior to publication of the amended document.

***Advice Note**: For the purposes of this condition, "minor/administrative changes" include:*

- *correction of typographical, drafting or formatting errors;*
- *updates to names, contact details, organisational responsibilities or position titles; and*
- *updates to external references, standards, guidance documents or legislation where the amendment does not materially alter the management approach*.

17. Monitoring plans, management plans or other documents lodged for recertification must be accompanied by a written description of:

    17.1 The proposed amendments;

    17.2 The reasons for the proposed amendments; and

    17.3 Where consultation is required by these consents or has otherwise occurred in relation to a proposed amendment, the Consent Holder must provide a summary of any feedback received, identify any amendments in response to that feedback.

18. Activities to be undertaken in accordance with a certified or recertified monitoring plan, management plan or other document must not commence or be modified (as the case may be) until the certification or recertification is issued by the Consent Authority.

19. Notwithstanding any other condition, operational responses necessary to address:

    19.1 Health and safety risks;

    19.2 Actual or imminent significant environmental risks; or

    19.3 Emergency events,

    may be implemented by the Consent Holder prior to certification, recertification or a minor amendment, provided written details are supplied to the Consent Authority within **five (5) working days** following any such event.

20. The Consent Holder must ensure that an electronic or hard copy of the current certified monitoring plans, management plans and other documents is always available onsite and updated no later than **five (5) working days** after any certification or recertification.

Management Plan Certification Dispute Resolution

21. In the event of any disagreement arising between the Consent Holder and the Council regarding the certification or recertification of a management plan, monitoring plan or other document under these consents, the parties shall in the first instance refer the matter to the Consent Holder's Consent Manager (or equivalent position) to attempt to agree a resolution in good faith.

22. If the dispute or disagreement is not resolved within **ten (10) working days** of the matter being referred to the respective managers, the Consent Holder may refer the matter for determination

to an independent SQEP agreed upon by both parties with expertise in the subject matter for which certification or recertification is sought.

23. The independent SQEP shall be appointed within **ten (10) working days** of a notice to seek independent expert determination. If the parties cannot agree on who the expert should be within that timeframe, an independent SQEP shall be appointed by the President of the New Zealand Planning Institute (or equivalent body).

24. The SQEP shall issue a written determination as soon as practicable. That determination must either confirm that the plan is able to be certified or indicate what modifications to the plan must be made so that it can be certified. If the SQEP's determination is that the plan can be certified it shall be deemed to be certified from the date of the SQEP's determination. If the SQEP determines that the plan needs to be modified in order to be certified, the Consent Holder must modify the plan in accordance with the SQEP's determination and resubmit it to the Council for certification as soon as practicable, and the Council must certify the plan as amended without delay, and no later than **five (5) working days** after submission.

PROJECT OVERVIEW AND ANNUAL WORK AND REHABILITATION PLAN

25. By 31 March each year, the Consent Holder must lodge a Project Overview and Annual Work and Rehabilitation Plan for the upcoming year (1 July to 30 June) with the Consent Authorities. The purpose of the Project Overview and Annual Work and Rehabilitation Plan is to provide:

    25.1 A review of mining operations, rehabilitation activities, environmental performance, monitoring results, and compliance during the previous reporting period (1 July to 30 June); and

    25.2 An overview of the mining operations, rehabilitation activities, monitoring programmes, and other activities proposed for the following reporting period (1 July to 30 June).

26. The Consent Holder may at any time, lodge an amended Project Overview and Annual Work and Rehabilitation Plan with the Consent Authorities.

27. The Consent Holder must provide a copy of each Project Overview and Annual Work and Rehabilitation Plan to the Chair of Macraes Community Incorporated and Kā Rūnaka.

28. The Project Overview and Annual Work and Rehabilitation Plan must include, but not be limited to:

    28.1 A description and timeline of intended mining activities for the duration of mining operations including a plan showing the location and contours of all existing and proposed structures at completion of mining;

    28.2 A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months;

28.3 An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan;

28.4 A detailed description (including sequence, method and form) of all mining operations that are proposed to be carried out in the next 12 months, and any associated monitoring and reporting actions not specified by a separate monitoring plan, management plan or other approved document;

28.5 Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months;

28.6 A description and analysis of any unexpected adverse environmental effects that have arisen from the exercise of these consents in the last 12 months, the steps taken to deal with the effects and the results of those steps;

28.7 A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps;

28.8 A summary of any additional mitigation measures implemented in response to:

28.9 Non-compliance events: or

28.10 any unexpected adverse effects on the environment during the reporting period;

28.11 A summary description of all management plans and manuals required under these consents and details of any review of or amendment to any management plans or manuals;

28.12 A summary description of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months of monitoring and reporting;

28.13 A detailed description of rehabilitation measures, including but not limited to:

- 28.13.a Any areas that will be subject to interim management or progressive rehabilitation measures during the next 12 month, including measures implemented to minimise water infiltration and the discharge of dust to air;
- 28.13.b A description of how any proposed rehabilitation, including any areas proposed for progressive rehabilitation aligns with the rehabilitation outcomes specified at Condition 46 in Schedule 2 (District Council Conditions);
- 28.13.c The total area of Disturbed Land in the mine site yet to receive rehabilitation and indicative rehabilitation dates for various areas of the mine site;
- 28.13.d The area of Disturbed Land rehabilitated in the previous 12 months;
- 28.13.e The area of Disturbed Land proposed to be rehabilitated in the next 12 months;

28.13.f The area of additional Disturbed Land in the coming year that will require future rehabilitation;

28.13.g The details of the location of any interim management or progressive rehabilitation areas and the period those areas are expected to remain under interim or progressive rehabilitation;

28.13.h The details of the location, design (including shape form and contour) and construction of all permanent structures;

28.13.i Details of any vegetation to be used as part of rehabilitation for the next 12-month period; and

28.13.j Results of any revegetation trials.

28.14 A description of any rehabilitation problems encountered and the steps being taken to resolve these problems;

28.15 A current and general calculation of the cost of dealing with any adverse effects on the environment arising, or which may arise, from the exercise of these consents;

28.16 A current and general calculation of the costs of complying with all rehabilitation conditions of these consents;

28.17 A current and general calculation of the costs of any monitoring required by the conditions of these consents;

28.18 A Contingency Closure Plan in accordance with Condition 120; and

28.19 Any other information specified by any other condition of these consents in relation to the Project Overview and Annual Work and Rehabilitation Plan.

29. The Consent Authority may request further information that is reasonably necessary to ensure Condition 28 has been complied with. The requested information must be provided no later than **fifteen (15) working days** after the Consent Holder receives a written request, or any longer timeframe agreed in writing with the relevant Consent Authority.

30. The Project Overview and Annual Work and Rehabilitation Plan may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the Consent Holder for the Macraes Operation.

Advice Note*: For the avoidance of doubt, the Project Overview and Annual Work and Rehabilitation Plan does not require certification, recertification or approval by a Consent Authority. The Project Overview and Annual Work and Rehabilitation Plan is provided to the Consent Authority for information purposes only.*

MINE OPERATION AND MANAGEMENT CONDITIONS

Interim Management

31. Where a disturbed area of the mining operations, excluding active or inactive pits, pit walls, pit benches and pit sumps managed in accordance with the Mine Water Management System ("**MWMS**"), authorised by these consents is not programmed to be used for 12 months, the Consent Holder must implement measures to manage the area to minimise water infiltration and the discharge of dust to air. The management measures must include as a minimum:

    31.1 Stabilisation of any waste rock stack ("**WRS**") surfaces and other disturbed landforms subject to interim management;

    31.2 Contouring of the area to be water shedding and to avoid surface ponding; and

    31.3 Erosion and sediment control measures in accordance Conditions ESC6 to ESC12 in Schedule 3.

    Advice Note: *For the purpose of these consents, interim management is the management of mining landforms and assets during a planned, temporary cessation of mining activities to ensure they remain stable, compliant and capable of supporting future mining activities, but does not include decommissioning or closure*.

Existing Trimbells WRS Interface with Coronation Pit

32. Prior to the expansion of the Coronation Pit adjacent to the existing Trimbells WRS, the Consent Holder must provide to the relevant Consent Authorities, for information only, an engineering design report prepared by a SQEP - Geotechnical Engineer, confirming that the interface between the Trimbells WRS and the Coronation Pit has been assessed and that any required reprofiling or mitigation measures have been incorporated into the detailed design.

Frasers Tailings Storage Facilities and Dam Safety

33. All Tailings Storage Facility ("**TSF**") and Classifiable Dam construction, alteration, deconstruction, operation and closure activities must be undertaken in accordance with the current Building (Dam Safety) Regulations 2022, building consents and under the supervision of a SQEP – Dam Safety Engineer.

Tailings Removal and Dam Deconstruction Management Plan

34. The Consent Holder must submit a Tailings Removal and Dam Deconstruction Management Plan ("**TRDD**") for certification in accordance with Schedule 1 (Common Conditions) Conditions 10 to 24.

35. The objective of the TRDD Management Plan is to ensure the safe removal of tailings and upstream raises.

36. The TRDD Management Plan must include, as a minimum:

36.1 The staging required to safety remove tailings and upstream raises for the Mixed Tailings Impoundment ("**MTI**"), Southern Pit Option 11A Tailings Storage Facility to enable completion of Innes Mills 11, Innes Mills 12 and Innes Mills 13 mining; and

36.2 Assessments that are required to be completed prior to commencement of each stage; and

36.3 Elements of existing documents that support the management of the MP4 mining interaction with TSFs. This includes relevant Operation, Maintenance and Surveillance Manuals, Emergency Actions Plans, Ground Construction Management Plan, and Trigger Action Response Plans ("**TARP**").

Spill Management

37. The Consent Holder must ensure that all earthmoving machinery and ancillary equipment, including mobile fuel storage tanks, are operated to ensure spillages of fuel, oil and similar contaminants are prevented to the extent practicable.

38. Refuelling, lubrication and mechanical repairs must be undertaken in a manner that minimises the risks of spills and releases of contaminants to land and water.

39. Spill kits must be held in appropriate locations onsite and deployed as appropriate if a spill occurs.

BIODIVERSITY AND ECOLOGY MANAGEMENT CONDITIONS

Compensation sites and their requirements

Murphys Ecological Enhancement Area (MEEA) and Murphys Link Compensation Area

40. The MEEA as shown on Figure 23 of Schedule 4 must include the following compensation actions:

40.1 Establishment of an ecological enhancement area of approximately 252 ha surrounded by a predator exclusion fence in accordance with Condition 41;

40.2 Elimination of pests in accordance with the Pest Control and Elimination Management Plan (Condition 98) to target Zero Density within the Pest Exclusion fence, and suppression:

40.2.a across approximately 1,170 ha buffer area surrounding the fenced predator exclusion area; and

40.2.b across approximately 395 ha at the Murphys Link area;

40.3 Creation of 62 rock piles, each approximately 10 m long x 5 m wide x 1.5 m high, within the Murphys Link lizard relocation site in accordance with the requirements set out in the Lizard Monitoring and Management Plan (Condition 84);

40.4 Protection, through provision of stock exclusion fencing, of not less than:

40.4.a 336 ha of existing tussock grassland at the MEEA and Murphys Link;

40.4.b 40.8 ha of existing dry shrubland; and

40.4.c 26.9 ha of existing rock habitat and tor habitat.

41. The 252-ha ecological enhancement area within the MEEA must be enclosed by a predator exclusion fence designed to exclude the target mammalian pest species and minimise the risk of pest incursion, and be constructed, maintained and monitored as set out in Conditions 42 - 44 and in accordance with the approved Pest Control and Elimination Plan (Condition 98). The predator exclusion fence must be:

41.1 Completed prior to commencement of the pest eradication programme within the MEEA Predator Exclusion Area and within 5 years of commencement of these consents;

41.2 Maintained in good working order until at least 2050, or until responsibility for the fence and associated biodiversity management is transferred as part of the post-closure management arrangements for the Post Closure Management Land required by Condition 149, whichever is the earlier.

Advice Note*: For the purpose of these consents, responsibility may transfer only where continuous maintenance, monitoring and pest-management obligations are legally assumed by the receiving entity.*

42. The fence must be built to a design and to a level of construction precision that is recognised in New Zealand based on scientifically valid animal behaviour trials and proven in-situ performance, as being effective at excluding all target mammalian pest species identified in the PCEP (Condition 98) including mice, rats (Norway and ship), weasels, hedgehogs, stoats, ferrets, possums, feral cats, rabbits, hares, goats, pigs and deer.

43. At a minimum, the pest exclusion design and construction specifications must include the following:

43.1 All points of the fence will stand at least 1.9 m above the ground level or above any adjoining structure or object;

43.2 The fence will have a wire mesh covering over the face of the fence and a wire mesh skirt that extends no less than 400mm horizontally out from the base of the fence. Mesh apertures must be no more than 6mm across one dimension;

43.3 The fence will have a solid hood or cap installed on the top of the fence that is of a design and made of materials that have been proven as an effective barrier against cats and all climbing mammalian pests;

43.4 The fence will have no external angles / bends that are greater than 45 degrees from straight;

43.5 Fence construction methodology will ensure no gaps wider than 6 mm exist when the fence has been completed; and

43.6 Vegetation higher than 1 m will be cleared to ensure that a no more than 5-metre-wide cleared zone is created and maintained on the outside (pest side) of the fence.

44. The pest fence will be maintained to a standard which excludes all mammalian pests and at a minimum maintenance, surveillance and incursion response shall meet the following requirements:

44.1 Upon being notified of a potential breach of the fence via the electronic alert/surveillance system, the SQEP – Pest Management, must respond as soon as practicable to undertake fence repairs.

44.2 Automated breach-detection systems, including water-gate alerts and fence breach alert, as specified in the Pest Control and Elimination Management Plan (Condition 98).

44.3 Fence integrity must be checked at least monthly, including checking internal overhanging or leaning vegetation, damage to bolts, rivets, and other fence elements, areas where the skirt has become exposed, or any other biosecurity issues.

44.4 Ongoing surveillance must be undertaken for incursions using a variety of tools including wildlife cameras, chew cards, tracking tunnels, kill traps, and visual detections as outlined in the Pest Control and Elimination Management Plan (Condition 98).

44.5 In the case of suspected incursions surveillance frequency will be increased as per the protocols outlined for each target species in the Pest Control and Elimination Management Plan (Condition 98).

45. Any confirmed incursions of previously eradicated pest species must be responded to within 48 hours and will be ongoing until eradication is achieved.

Cranky Jims Link Compensation

46. The Consent Holder must establish and maintain the Cranky Jims Link, comprising approximately 57 ha, including dry shrubland / grey scrub planting and the protection of existing indigenous habitats, to create an ecological corridor connecting the existing Cranky Jims Wetland Covenant (approximately 97 ha), Cranky Jims Shrubland Covenant (approximately 47 ha) and the Island Block Covenant (approximately 291 ha) to form one continuous protected area as shown on (refer

to Figure 39 of Schedule 4) and in accordance with the approved Residual Effects Terrestrial Restoration Plan (Condition 50).

47. The Cranky Jims Link must include the following compensation actions:

47.1 Active revegetation of 50 ha of grey scrub and dry shrubland, including subsequent enrichment planting to support succession toward podocarp-broadleaf forest

47.2 Protection, through provision of stock exclusion fencing around the Cranky Jims Link, of not less than:

47.2.a 0.56 ha of Tor and rock outcrops; and

47.2.b 6.58 ha of existing dry shrubland;

47.3 Pest suppression in an area of approximately 57 ha within the Cranky Jims Link in accordance with the Pest Control and Elimination Management Plan (Condition 98); and

47.4 Pest plant control.

Mt Highlay Station Plantation Compensation

48. The Consent Holder must implement the following compensation actions at Mt Highlay Station as shown on Figure 39 of Schedule 4 and in accordance with the approved Residual Effects Terrestrial Restoration Plan (Condition 50):

48.1 Within 12 months of the exercise of these consents, removal of planted exotic pine saplings from an area of approximately 265 ha;

48.2 Revegetation of not less than 175 ha by tussock grassland restoration, including approximately 15 ha of dedicated tor-edge (10 m from tor) and shallow-soil planting to support restoration and enhancement of rock-associated and TAR plant species;

48.3 Protection, through provision of stock exclusion fencing, of not less than:

48.3.a 18.66 ha of existing tussock grassland;

48.3.b 0.74 ha of dry shrubland; and

48.3.c 4.07 ha of rock outcrop and tor habitat.

48.4 Pest plant and pest animal control.

Advice Note: *Stock exclusion fencing shall be a minimum standard of post and batten (or waratah) 7-wire fence or sheep netting.*

Revegetation timing for large scale revegetation area

49. The Consent Holder must undertake compensation planting over 175 hectares (**ha**) of tussock at the Mount Highlay Restoration Area and 50 ha of grey shrubland at Cranky Jims Link (Figure 39 of

Schedule 4). The compensation planting must be undertaken in accordance with the approved Residual Effects Terrestrial Restoration Plan (Condition 50) and the Vegetation and Threatened and At Risk (TAR) Flora Management Plan (Condition 63) below and in a manner that the minimum cumulative planting by the end of each year following exercise of these consents is no less than:

Table 2: Minimum Annual Cumulative Compensation Planting Targets at Mt Highlay and Cranky Jims Link

Year (end) following commencement of the consent	Mount Highlay Restoration Area – tussock planting (ha)	Cranky Jims Link – grey scrub and dry shrubland planting (ha)
0	0	0
1	16	0
2	32	5
3	48	10
4	64	15
5	80	20
6	95	25
7	111	30
8	127	35
9	143	40
10	159	45
11	175	50

Note: *Where ecosourced seed is used, Year 1 of planting will not commence until year 3 in this table with all subsequent years' planting delayed by two years and year 13 being the final year. This delayed planting programme is to enable sufficient time for germination, seed growth, and acclimation of plant stock to site conditions prior to planting in the compensation areas.*

Residual Effects Terrestrial Restoration Plan

50. All works involving vegetation disturbance within the MP4 Project footprint must be undertaken in accordance with the Residual Effects Terrestrial Restoration Plan ("**RETRP**") listed in Condition 9.

51. The objective of the RETRP is to set out the practical measures required to implement, maintain and monitor terrestrial restoration and compensation actions described in these conditions to address residual adverse effects on indigenous terrestrial vegetation values associated with the MP4 Project at the MEEA, Cranky Jims and Mt Highlay.

52. The RETRP must include, as a minimum, a description of:

    52.1 How the restoration and compensation requirements set out in Conditions 48 - 49 are to be achieved including;

        52.1.a The location, extent and staging of all compensation measures, including restoration, enhancement and protection areas;

        52.1.b Planting methodologies, planting schedules, species composition targets, planting densities and plant sourcing methodologies;

        52.1.c Site preparation, weed management and pest animal management methodologies in accordance with the methodologies set out in the Pest Control and Elimination Plan (Condition 98);

        52.1.d Ongoing maintenance, replacement planting and adaptive management procedures; and

        52.1.e Reporting and biodiversity outcome monitoring methodologies, success criteria and reporting requirements in accordance with Conditions 68 - 74.

Plant Material and Planting Specifications

53. Plant stock and seed must, to the extent practicable, be ecosourced from the Macraes Ecological District.

54. Planting must achieve the minimum planting densities, species composition requirements and plant numbers specified in Condition 68.

Site Preparation

55. Weed control must be undertaken within Cranky Jims Link and Mt Highlay at least one month prior to planting.

56. Pine plant removal must be undertaken in the restoration area at Mt Highlay (refer to Figure 39 of Schedule 4) prior to commencement of tussock restoration planting in any forest harvesting and removal area. Tussock restoration planting may be done in a sequential and staged manner following stages of forest harvesting and removal.

57. Prior to planting, and thereafter in accordance with the RETRP, the Consent Holder must control wilding conifers, gorse, broom, briar rose and any other pest plant species identified in the approved Residual Effects Terrestrial Restoration Plan in accordance with that plan.

Fencing and Legal Protection

58. The Consent Holder must install and maintain stock exclusion fencing around restoration and protection areas where livestock access may compromise achievement of restoration outcomes.

59. Within 24 months of the completion of the fencing of each area, each area required to be protected under Condition 40 – 48 must be secured using a legal protection mechanism that protects the terrestrial vegetation values of each area. For the purpose of this condition, 'secured' means the area must be surveyed and the relevant protection document lodged, registered or otherwise made legally effective in accordance with its terms.

60. At or before closure of the Macraes Operation, these areas are to be transferred to or come under the control of Kā Rūnaka, in a form agreed with Kā Rūnaka, to be managed in perpetuity in the exercise of rakatiratatka and kaitiakitaka including for the protection of natural values, wildlife, and the spiritual and cultural values Kā Rūnaka associate with the land as if the land was subject to a Nga Whenua Rahui kawenata made under section 77A of the Reserves Act 1977.

Pest Animal Control

61. The Consent Holder must undertake a minimum of one round of pest animal control prior to initial planting and thereafter in accordance with the Pest Control and Elimination Plan (Condition 98).

Maintenance and Infill Planting

62. Where monitoring of the restoration planting areas identifies that planting cover or survival targets specified in Conditions 67 - 74 are not being achieved, the Consent Holder must undertake supplementary or infill planting and any additional management actions as set out in the Residual Effects Terrestrial Restoration Plan, including adaptive management measures to control pest animals and plant species.

Vegetation and Threatened and At Risk (TAR) Flora Management Plan

63. All works involving land disturbance and the associated vegetation clearance within the MP4 Project footprint must be undertaken in accordance with the Vegetation and Threatened and At Risk (TAR) Flora Management Plan ("**TARMP**") listed in Condition 9.

64. The objective of the TARMP is to address the potential effects of the proposed expansion works on TAR flora within the site and provide management actions to reduce the impact of these works and ensure a positive outcome for each TAR species.

65. The TARMP must include, as a minimum details of:

65.1 Salvage methods for TAR flora identified within areas to be disturbed;

65.2 The preparation and location of the recipient habitats for salvaged individuals;

65.3 The propagation and planting of TAR flora from within impact and buffer areas;

65.4 The monitoring of TAR flora within buffer areas and of all TAR flora plantings for the duration specified in the approved plan;

65.5 The establishment and administration of a TAR flora conservation grant to support research and conservation of TAR flora within the Macraes Ecological District; and

65.6 Reporting and Monitoring requirements in accordance with Conditions 67 - 74.

66. The Consent Holder must implement the TAR flora management measures set out in the TARP, including:

66.1 The direct transfer of tussock grassland vegetation from the Coronation, Central and Golden Bar areas;

66.2 The planting of tussock grassland, grey scrub, tor buffer and wetland vegetation within the Murphys, Cranky Jims and Mt Highlay areas;

66.3 The salvage of TAR flora, host plant species for TAR invertebrates, and taoka species identified within areas to be disturbed;

66.4 The propagation and planting of TAR flora within impact and buffer areas;

66.5 The monitoring of TAR flora within buffer areas and of all TAR flora plantings for the duration specified in the approved TARMP;

66.6 The establishment and administration of a TAR flora conservation grant to support research and conservation of TAR flora within the Macraes Ecological District;

66.7 The establishment of a 10 ha experimental grazing area within the Murphys Link covenant for the purposes of maintaining and studying TAR flora that require open ground and low vegetation. This area will be managed by the Consent Holder under the supervision of a SQEP – Ecologist;

66.8 The provision for all planting sites for TAR flora are covenanted in perpetuity and have adequate fencing; and

66.9 The implementation of the species-specific management protocols contained in the approved TARMP for each TAR plant species, including specified ex-situ management of TAR flora.

Compensation Monitoring, Reporting and Maintenance

67. Should an event outside of the Consent Holder's control (including but not limited to a storm event, wildfire or natural hazard event) wash away, damage or destroy any compensation planting undertaken in accordance with the approved Residual Effects Terrestrial Restoration Plan (Condition 50) the Consent Holder is not required to replant these areas.

68. The Consent Holder must undertake ecological monitoring annually for the first five years following the completion of planting of each compensation area, and at Years 10, 15 and 20 thereafter, to assess progress towards compensation targets set out in **Table 3 (tussock)** and **Table 4 (grey scrubland)**.

69. The monitoring required by Condition 68 must, as applicable to the compensation area, assess:

    69.1 indigenous vegetation cover;

    69.2 vegetation height;

    69.3 indigenous vascular plant species richness;

    69.4 threatened and at-risk indigenous plant species richness;

    69.5 the proportion of indigenous species present; and

    69.6 for grey scrub compensation areas, indigenous shrubland bird diversity.

70. The purpose of the monitoring is to:

    70.1 Track and verify that the target outcomes are met for identified biodiversity attributes specified in Condition 69 and **Table 3 (tussock)** and **Table 4 (grey scrub)**;

    70.2 Identify any additional management required to ensure the compensation performs to targets;

    70.3 Identify any requirements for contingency actions early, where any shortfalls could affect attainment of target compensation outcomes; and

    70.4 Provide a monitoring report, following each monitoring occasion, to demonstrate that the compensation is developing as expected and is being appropriately managed and maintained.

Table 3: Compensation targets (of values averaged across monitoring plots) for 175 ha tussock revegetation

Revegetation	5 years	10 years	15 years
Indigenous cover (%)	10	30	45
Indigenous vascular richness (count)	5	6	6
Vascular plant TAR species (count)	2	2	2

***Note**: Compensation success measured at 15 years.*

Table 4: Compensation targets for 50 ha grey scrubland revegetation

Grey Scrub revegetation	5 years	10 years	15 years	20 years
Indigenous cover (%)	0.5	5	10	20
Indigenous vascular richness (count)	9	9	9	9
Vascular plant TAR species count	1	1	2	3
Indigenous bird species richness	1	1	3	4

***Note:** Compensation success measured at 20 years.*

71. The Consent Holder must prepare a Biodiversity Outcome Report and submit the report to the Consent Authority, DOC, and Kā Rūnaka:

 71.1 Within 90 days of completion of each annual monitoring event undertaken during Years 1 to 5; and

 71.2 Within 90 days of completion of each monitoring event undertaken at Years 10, 15 and, in relation to grey scrub, Year 20.

72. The Biodiversity Outcome Report must be prepared by, or under the direction of SQEP – Ecologist, with expertise relevant to the matters being assessed (including, terrestrial ecology, freshwater ecology, botany and herpetology) and, as a minimum:

 72.1 Assess the progress towards achieving the aquatic wetland ecology outcomes (Conditions WLD25 – WLD26 of Schedule 3 (Regional Council Conditions)) sought and whether those outcomes have been achieved or are in progress to be achieved;

72.2 Assess the progress towards achieving the stream compensation outcomes (Condition ACE1 of Schedule 3 (Regional Council Conditions)) sought and whether those outcomes have been achieved, or are in progress to be achieved;

72.3 Assess the progress towards achieving the compensation targets set out in **Table 3 (tussock)** and **Table 4 (grey scrub)**, including whether the relevant targets have been achieved or remain capable of being achieved within the applicable timeframe;

72.4 Assess progress towards restoration of TAR plant species included within the compensation and restoration programme;

72.5 Assess progress towards, and where sufficient monitoring data exists, determine whether the predicted net positive outcome for lizards (a doubling of skink density within the fenced area) has been achieved, or is in progress to be achieved;

72.6 Summarise monitoring results and evaluate population responses of kōrero geckos and Otago skinks within the fenced area; and

Advice Note: *This information is not required for demonstration of stated positive outcomes*.

72.7 Where a target outcome has not been achieved, or progress to achievement is being undermined, or monitoring indicates that achievement of a target outcome is unlikely within the applicable timeframe, identify the reasons for the shortfall or lack of progress and recommend adaptive management or contingency measures to improve the likelihood of achieving the relevant target.

73. Where a compensation target specified in **Table 3 (tussock)** or **Table 4 (grey scrub)** has not been achieved at Year 15 or Year 20 respectively, monitoring and reporting must continue, and adaptive management measures must be implemented in accordance with a programme approved by the Consent Authority until the relevant target has been achieved or an alternative compensation outcome has been approved by the Consent Authority following recommendation from a SQEP - Ecologist.

74. The compensation, restoration, management, monitoring, maintenance and reporting measures required to achieve the outcomes specified in Conditions 44 to 49 and compensation targets set out in **Table 3 (tussock)** and **Table 4 (grey scrub)** must be implemented in accordance with the approved:

74.1 Residual Effects Terrestrial Restoration Plan (Condition 50);

74.2 Vegetation and Threatened and At Risk Flora Management Plan (Condition 63); and

74.3 Pest Control and Elimination Plan (Condition 98).

Invertebrate Management and Monitoring Plan

75. All works involving land disturbance within the MP4 Project footprint must be undertaken in accordance with the approved Invertebrate Management and Monitoring Plan (“**IMMP**”) listed in Condition 9.

76. The objective of the IMMP is to:

    76.1 Detail the actions to be followed by the Consent Holder to avoid and/ or minimise adverse effects of mining activities on invertebrates occurring in the MP4 Project impact area;

    76.2 Ensure as far as practicable, that the management of invertebrates during the pre-mining, operation, and post-mining phases of the mine complies with any consent conditions imposed;

    76.3 Identify the methodologies that will be used to salvage and relocate invertebrates from affected areas to suitably protected and enhanced sites;

    76.4 Identify and implement measures to enhance populations of invertebrate species in protected areas outside of the project impact areas (e.g., mitigation sites);

    76.5 Outline habitat enhancement measures relevant to invertebrates to be carried out at mitigation sites; and

    76.6 Identify and describe monitoring and reporting that will be undertaken to assess progress against the objectives of the IMMP.

77. The IMMP must, as a minimum:

    77.1 Describe the methods and management measures that will be implemented to avoid, minimise, and mitigate adverse effects of mining activities on native invertebrates arising from the MP4 Project.

    77.2 Describe the procedures for the salvage, relocation, protection, and enhancement of indigenous invertebrate populations and indigenous habitats affected by the Project.

    77.3 Describe habitat enhancement and mitigation measures to be implemented at protected and mitigation sites.

    77.4 Set out monitoring and reporting requirements to assess the effectiveness of management actions and progress towards achieving the objectives of the IMMP including:

        77.4.a The frequency of monitoring and reporting;

        77.4.b Who the monitoring results must be reported to; and

        77.4.c Any actions to be taken if monitoring demonstrates that the activity is not achieving the required performance targets.

78. The Consent Holder must implement the host plant salvage, translocation, planting and recipient site management measures set out in Table 4.1 of the IMMP, including the relocation and establishment of host plants identified for TAR, Data Deficient and other notable invertebrate species. Any amendments to these measures must achieve outcomes equivalent to or better than those described in the approved IMMP**.**

Invertebrate Salvage and Relocation

79. The Consent Holder must undertake invertebrate salvage and relocation in accordance with the IMMP and the requirements set out in **Table 5 (Invertebrate Relocation Requirements**).

Table 5: Invertebrate Relocation Requirements

Activity	Requirement
Relocation duration	Invertebrate relocation activities shall be undertaken over a period of 40 to 60 days for each relocation area.
Salvage effort	Invertebrate relocation activities shall involve a minimum salvage effort of 120 person hours per hectare.
Integration with lizard relocation	Invertebrate relocation activities may be undertaken in conjunction with lizard relocation activities where appropriate.
Salvage season	Invertebrate salvage will be undertaken alongside the lizard salvage operations, which propose to extend over 40–60 days per season (October to April). The exception will be targeted salvage of the Autumn flying moth *Theoxena scissaria*.

Monitoring and Reporting

80. Where invertebrate salvage and relocation activities are undertaken during a salvage season, the Consent Holder must prepare and submit an Invertebrate Relocation Report to the relevant Consent Authority no later than 31 July following the end of that salvage season.

81. The Invertebrate Relocation Report must include, as a minimum:

81.1 Descriptions of the invertebrate monitoring methods and the invertebrate salvage effort employed, including the quantity of sampling effort undertaken where relevant;

81.2 An assessment of the survivorship and health of relocated and planted host plants relevant to the focus invertebrate species, including any requirements for replacement planting where necessary; and

81.3 Recommendations to improve the health or survivorship of host plants, where necessary.

Invertebrate Monitoring

82. The Consent Holder must undertake invertebrate monitoring within the following areas:

    82.1 Murphys Link;

    82.2 Murphys Ecological Enhancement Area;

    82.3 Mt Highlay Restoration Area; and

    82.4 Cranky Jims Link.

83. Invertebrate monitoring must include, as a minimum:

    83.1 Pitfall trapping within Murphys Link and the MEEA;

    83.2 Light-trap monitoring where appropriate for target species; and

    83.3 Monitoring of host plant establishment and survivorship through the relevant vegetation monitoring programmes.

Lizard Management and Monitoring Plan

84. Prior to land disturbance within the MP4 project footprint, the Consent Holder must provide a copy of the Lizard Management and Monitoring Plan ("**LMMP**") which has been approved as part of the Wildlife Act Authority.

85. The Consent Holder undertake any works which interact with lizards on site in accordance with the LMMP which has been approved as part of the Wildlife Act Authority.

    Advice Note: *The LMMP has been prepared in order to assist with ensuring lizard management activities comply with Wildlife Act approvals. Therefore, the Consent Holder is providing the LMMP to Councils on a 'For Information Only' basis.*

Avifauna Monitoring and Management Plan (AMMP)

86. All works involving land disturbance within the MP4 Project footprint must be undertaken in accordance with the Avifauna Monitoring and Management Plan ("**AMMP**") listed in Condition 9.

87. The objective of the AMMP is to:

    87.1 Avoid injury to or mortality of indigenous bird species during Project activities;

    87.2 Avoid or minimise disturbance to breeding birds, particularly Threatened and At Risk species;

    87.3 Provide clear protocols for pre-work surveys or daily checks and management of nests, eggs, and chicks; and

87.4 Establish monitoring and reporting procedures to support compliance and adaptive management.

88. The AMMP must include, as a minimum a description of:

88.1 How the requirements set out in Conditions 89 – 96 are provided for including:

88.1.a Methods for management of effects on indigenous bird species, with a focus on Threatened and At Risk species identified through site surveys and ecological assessments;

88.1.b Procedures for pre-works surveys or daily checks to identify bird presence, nesting activity, and habitat use;

88.1.c Implementation of species-specific and general management measures to address disturbance, habitat loss, and direct mortality risk; and

88.1.d Monitoring and reporting requirements to support compliance and inform adaptive management.

Pre-work surveys

89. Prior to vegetation clearance, earthworks, construction, or other physical works within areas of potential avifauna habitat during the relevant breeding season, the Consent Holder must ensure that a SQEP – Avifauna, undertakes a pre-work avifauna survey to identify whether indigenous birds, active nests, eggs, or chicks are present within the works area or within the relevant buffer distance specified in Condition 91 below. A pre-work survey must be undertaken no more than 24 hours before works commence during the breeding season, with repeat checks where the work area has been inactive for more than 72 hours.

Active nest buffers

90. Where an active indigenous bird nest, eggs, or chicks are identified, including during works, the Consent Holder must immediately cease works within the relevant buffer distance (Condition 91), notify the SQEP – Avifauna, and establish and maintain a clearly demarcated no-go buffer around the nest or breeding location in accordance with the procedures identified in the AMMP.

91. Unless otherwise identified by the SQEP – Avifauna, the buffer distances must be:

91.1 50 m for ground-nesting indigenous birds;

91.2 20 m for tree, shrub, building, cliff, or cavity-nesting indigenous birds; and

91.3 200 m for kārearea / New Zealand falcon.

92. No vegetation clearance, earthworks, vehicle movements, blasting, construction, or other disturbance-generating activities may occur within an active nest buffer until the SQEP –

Avifauna, confirms that the nest is no longer active and that eggs or chicks are no longer present or that works may proceed without causing injury, mortality, nest failure, or unlawful disturbance.

93. Works may only recommence within the relevant buffer distance once the SQEP – Avifauna, has assessed the nest or breeding activity and confirmed that the required buffer and management measures have been implemented.

Ground-nesting bird deterrence

94. Where works are programmed within suitable ground-nesting bird habitat during the breeding season, the Consent Holder must implement ground-nesting bird deterrence measures before the breeding season or before works commence.

95. If eggs or chicks of indigenous birds are detected within or adjacent to the works area, the Consent Holder must manage them in accordance with the AMP.

96. Where mobile chicks are present within or adjacent to an active work area, daily checks of chick locations must be undertaken until the SQEP – Avifauna, confirms that the chicks are no longer at risk.

Pest Management and Pest Control and Elimination

97. The consent holder must maintain the MEEA (refer to Figure 23 of Schedule 4), within the predator-exclusion fence, in a predator-free condition until at least 2050 in accordance with the Pest Control and Elimination Plan (Condition 98).

Pest Control and Elimination Plan

98. The Consent Holder must ensure that all pest control works associated within the MP4 Project are undertaken in accordance with the Pest Control and Elimination Plan ("**PCEP**") listed in Condition 9.

99. The objective of the PCEP is to provide a framework for the control, suppression and, where practicable and specified, elimination of mammalian pest species within biodiversity management areas established as part of MP4 Project.

100. The PCEP must include, as a minimum:

    100.1 Background information on the biodiversity values of the management areas, existing pest management activities, and known pest animal distribution and abundance;

    100.2 Identification of all Pest Elimination Areas, Pest Suppression Areas and Browser Management Areas to which the Plan applies, including their location, extent, management objectives and target pest species;

100.3 Information on the ecological impacts of target pest species and the expected biodiversity benefits of pest control and elimination;

100.4 Objectives, performance standards and management targets for each pest management area;

100.5 Pest elimination protocols, surveillance requirements and incursion response procedures for areas managed for elimination;

100.6 Protocols for ongoing pest suppression, which may include trapping, toxic baiting, shooting and other control methods as appropriate;

100.7 Specifications for pest control devices, deployment spacing, lures, servicing frequencies and operational requirements;

100.8 Requirements for construction, inspection, maintenance, monitoring and repair of the MEEA Predator Exclusion Fence, including procedures for responding to actual or suspected fence breaches;

100.9 Pest animal monitoring protocols, including monitoring locations, monitoring frequency, methodologies, performance measures and reporting requirements, including the use of tracking tunnels, chew cards, camera traps and other approved monitoring techniques;

100.10 Performance targets, thresholds and trigger levels for adaptive management responses where monitoring indicates pest populations exceed target levels or pest incursions occur;

100.11 Adaptive management and corrective action procedures, including response timeframes, escalation measures, follow-up monitoring and procedures for demonstrating that management targets have been re-established;

100.12 Data management, annual reporting, incident reporting, review and record-keeping requirements; and

100.13 Procedures for ongoing evaluation and adaptive management to ensure pest management remains effective and aligned with the objective of the PCEP.

Pest Exclusion Fenced Area outcomes

101. The Consent Holder must manage the MEEA Pest Exclusion Fenced Area to achieve and maintain the Target pest densities within the full-height pest exclusion areas within the MEEA for all target species to achieve the performance targets in the **Table 6** below.

Table 6 Management Targets for Pest Species in Murphys Ecological Enhancement Area

Pest Species	Management Target	Threshold	Monitoring frequency
Murphys Ecological Enhancement Area Pest Exclusion Fenced Area			
All targets (rats, mice, weasels, stoats, ferrets, possums, cats, hedgehogs, rabbits, hares and ungulates.	All target species: 0% density.	Any detection initiate control.	Ongoing ad continuous via cameras. Monthly via traps check. Four times per year using a range of devices including but not limited to chew cards, tracking tunnels, kill and live capture traps. Additional monitoring must also occur following events that could cause a breach and following any suspected incursion.

102. If at any stage a reinvasion or survivor is detected the incursion response plan will be initiated in accordance with the PCEP (Condition 98) and Condition 108.

Elimination Area Monitoring

103. Following achieving the target pest densities within the MEEA Predator Elimination Area, the Consent Holder must undertake monitoring within the MEEA Predator Elimination Area as follows:

103.1 Fence inspections at least monthly;

103.2 Perimeter trap and bait station inspections at least monthly;

103.3 Tracking tunnel monitoring four times per year;

103.4 Chew-card monitoring four times per year; and

103.5 Continuous deployment of camera traps.

Additional monitoring must be undertaken in accordance with the PCEP, following any suspected fence breach or pest incursion.

Pest Suppression Outcomes

104. Within the MEEA Buffer, Murphys Link and Cranky Jims Link Pest Suppression Areas as identified in the PCEP, the Consent Holder must manage pest populations to achieve the performance targets in **Table 7** below.

Table 7: Management Targets for Pest Species in Murphys Ecological Enhancement Area Buffer, Murphys Link and Cranky Jims Link (Pest Suppression Areas)

Pest Species	Desired Target	Mandatory trigger response	Monitoring frequency
Pest Suppression Area			
Mice (Murphys Link only)	<5% CCI	≥10% CCI, or two consecutive results of 5-<10%	Four monitors per year in February, May, August, and November
Rats	<5% CCI	≥10% CCI, or two consecutive results of 5-<10%	
Possums	<5% CCI	≥10% CCI, or two consecutive results of 5-<10%	
Stoats	≤2 detections per 2,000 CH	≥3 detections/2,000 CH	
Ferrets	≤2 detections per 2,000 CH	≥3 detections/2,000 CH	
Feral Cats	≤2 individual feral-cat detections per 2,000 camera-hours	≥3 detections/2,000 CH	
Weasels	≤2 detections per 2,000 CH	≥3 detections/2,000 CH	

Advice Note: *Performance targets and adaptive management response thresholds for the Pest Suppression Area, based off Mean Chew Card Indices (CCI), and Camera Trap Hours (CH).*

Pest Suppression Monitoring

105. Monitoring within the Pest Suppression Areas identified within the PCEP must be undertaken:

105.1 Four times per calendar year during February, May, August and November; and

105.2 Using permanent chew-card and camera-trap monitoring locations established in accordance with the PCEP.

106. Monitoring results must be assessed independently for the MEEA Buffer, Murphys Link and Cranky Jims Link Pest Suppression Areas and must not be pooled between these management areas for the purpose of determining compliance with desired targets or mandatory trigger response. Individual monitoring lines or camera locations must also be reviewed where necessary to identify localised pest incursions or emerging pest hotspots requiring targeted management.

Adaptive Management Response

107. Where monitoring undertaken in accordance with the PCEP identifies that a mandatory trigger response level specified in these conditions for a Pest Suppression Area (Condition 104) has been reached or exceeded, the Consent Holder must:

107.1 Investigate the cause of the trigger exceedance investigation as soon as practicable and concurrently with the response, which the response initiated within **ten (10) working days** (Condition 107.3);

107.2 Identify whether the exceedance is localised or more widespread within the relevant management area;

107.3 Initiate an appropriate additional pest-control response within **ten (10**) **working days** of the trigger exceedance being identified, or within 48 hours where required by the Predator Exclusion Area Incursion Response in Condition 108, and implement the required control measures as soon as practicable thereafter;

107.4 Where appropriate, increase the density, frequency or spatial extent of trapping, baiting, surveillance, shooting, hunting, fencing or other pest-control measures in accordance with the PCEP;

107.5 Undertake follow-up monitoring as soon as practicable and at an interval appropriate to the target species and control method and sufficiently soon to determine effectiveness; and

107.6 Continue implementing and escalating pest-control measures in accordance with the PCEP until monitoring demonstrates that the relevant performance target has been re-established.

108. Where monitoring undertaken in accordance with the PCEP identifies that a mandatory trigger response level specified in these conditions for a MEEA Pest Exclusion Fenced Area (Condition 101) has been reached or exceeded, within 48 hours the Consent Holder must:

108.1 Ensure all key personnel are alerted and initiate these response protocols;

108.2 Determine the target pest(s) present, the number of individuals, and their approximate location within the fenced area;

108.3 Determine the location of breach/pathway of entry and immediately fix any breaches in the fence (simultaneously with Step (b) above);

108.4 Deploy a variety of control tools, appropriate to the target species and the number of individuals suspected to be present; and

108.5 Monitor to ensure all invading individuals have been eliminated; and

108.6 Report the results, and any lessons learned.

109. For the purpose of these conditions, additional pest-control measures may include increased trap density, increased trap servicing frequency, additional bait-station deployment, additional toxic-bait operations, targeted shooting, thermal-assisted hunting, detector dogs, increased camera surveillance, additional fencing, or any other measures recommended by a SQEP – Pest Management.

Browser Management

110. The Consent Holder must manage deer, pigs, goats, rabbits, hares and livestock within Browser Management Areas so that browsing, rooting, trampling or grazing does not materially compromise:

110.1 Restoration planting establishment; or

110.2 Vegetation direct transfer areas; or

110.3 Indigenous vegetation regeneration; or

110.4 Riparian restoration areas; or

110.5 Lizard habitat and compensation areas; or

110.6 Achievement of the ecological outcomes of the relevant biodiversity management area.

111. Browser control must be initiated within 30 days of the Consent Holder becoming aware of:

111.1 A confirmed detection of deer, goat or pig activity within a biodiversity management area; or

111.2 Evidence of fresh rooting, browse damage, trampling or repeated animal access; or

111.3 Livestock ingress into a biodiversity management area; or

111.4 Evidence that vegetation condition is being adversely affected by browsing mammals; or

111.5 Monitoring demonstrates that browser abundance is compromising achievement of restoration, regeneration or compensation outcomes.

Operational Monitoring, Surveillance and Maintenance Programme

112. The Consent Holder must undertake the monitoring, surveillance and maintenance in accordance with the programme set out in the PCEP and shown in **Table 8** below.

Table 8: Operational monitoring, surveillance and maintenance programme

Monitoring component	Target	Frequency	Purpose
Fence Inspection	Fence Integrity	Monthly and after storm events	Detect breaches
External trap network	Pest mammals	Monthly	Intercept invading pests
Tracking tunnels	Rodents	Quarterly	Detect rodent incursions
Chew cards	Rodents and possums	Quartey	Detect rodent and possum incursions
Trail cameras	Mustelids, feral cats	Continuous	Detect predator incursions
Automated surveillance	All target mammals	Continuous	Real-time breach detection
Vegetation maintenance	Fence line	Monthly/as required	Maintain fence effectiveness

Annual Pest Management Report

113. The Consent Holder must submit an Annual Pest Management Report prepared by a SQEP-Pest Management, within **forty (40) working days** of completion of the annual monitoring programme.

114. The report must include:

114.1 Pest-control and monitoring undertaken during the reporting period;

114.2 Monitoring results and comparison with the performance targets and trigger levels in these conditions;

114.3 Pest incursions, threshold exceedances and corrective actions implemented;

114.4 Browser detections and control undertaken;

114.5 Fence breaches and repairs; and

114.6 Recommendations for adaptive management measures required during the following year.

DECOMISSIONING AND MINE CLOSURE

Site Decommissioning and Closure Plan

115. The Consent Holder, in consultation with Macraes Community Development Trust, Macraes Community Incorporated and Kā Rūnaka, must prepare and lodge a Site Decommissioning and Closure Plan with the Consent Authorities (WDC or DCC) for certification in accordance with Conditions 10 - 24.

116. The objective of the Site Decommissioning and Closure Plan is to provide for the staged decommissioning, rehabilitation and closure of the MP4 mining operation in a manner that achieves stable landforms, appropriate post-mining land uses, and the long-term environmental outcomes required by these consents. The Site Decommissioning and Closure Plan must be consistent with, and give effect to, the approved Landscape Rehabilitation Strategy and Management Plan (Condition 46 of Schedule 2 (District Council Conditions)) where it addresses rehabilitation, final landform design, revegetation, landscape integration, monitoring, maintenance and management of rehabilitated area.

117. The Site Decommissioning and Closure Plan must include, but not be limited to:

117.1 A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings storage facilities, dam embankments, water storage reservoirs, pit lakes, waterbodies, roads or other works which under these consents or any related consent are authorised or required to remain after the Life of the Macraes Operation.

117.2 A summary of rehabilitation completed to date in accordance with these consents:

117.3 Details of rehabilitation required to fulfil the conditions of these consents and any related consents, including how that rehabilitation will be undertaken in accordance with the approved LRSMP;

117.4 Details of infrastructure to be decommissioned and removed from the site following closure (such infrastructure may include buildings, plant, and equipment);

117.5 Details of infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment, tracks, signage and any monitoring structures required by these consents and any related consents to remain after the Life of the Macraes Operation. This shall include any infrastructure proposed to be retained for historical, cultural, educational, or community purposes;

117.6 Details of management, any ongoing maintenance, monitoring and reporting proposed by the Consent Holder to ensure post-closure activities are carried out in accordance with the conditions of these consents including the performance indicators, success criteria, maintenance requirements and adaptive management measures specified in the approved LRSMP;

117.7 Details of measures to protect public safety, including any fencing yet to be completed;

117.8 Details of the sequencing and staging of decommissioning, rehabilitation and closure works, including how those works align with the rehabilitation sequencing and indicative timeframes in the approved LRSMP;

117.9 Details of final rehabilitation measures for all disturbed land, including soil preparation, revegetation, pest plant and pest animal management, drainage, erosion and sediment control, and the stabilisation and rehabilitation of margins and surrounds of water bodies, in accordance with the approved LRSMP;

117.10 Peer-reviewed findings of a geotechnical assessment undertaken for the purpose of determining appropriate exclusion zones around the open pits.

117.11 The costs of complying with Conditions 117.1 to 117.8 above; and

117.12 A description of how any feedback received has been addressed in accordance with Condition 11.

118. The Consent Holder must remove all infrastructure including buildings, plant and equipment (whether attached to the land or not) identified in the approved Site Decommissioning and Closure Plan for removal. This condition does not apply to:

118.1 Any waste rock stacks, permanent earthworks, tailings storage facility, silt ponds, waterbody, road or other works and any associated plant and equipment which under this or any other resource consent is permitted or required to remain after the Life of the Macraes Operation;

118.2 Any structure which cannot be safely removed following reasonable attempts to do so;

118.3 Any monitoring or environmental management structure required by this or any other resource consent to remain after the life of the Macraes Operation; and

118.4 Any building or structure identified in the approved Site and Decommissioning and Closure Plan for retention due to its historical, cultural, educational or community values.

Contingency Closure Plan

119. The Consent Holder must update and supply a Contingency Closure Plan for the early closure of the mine to the Consent Authorities as part of the annual Project Overview and Annual Work and Rehabilitation Plan (Condition 28.18). The purpose of the Contingency Closure Plan is to provide an overview of the work necessary to achieve satisfactory rehabilitation of the project in the event of unexpected closure of the project.

120. The Contingency Closure Plan must:

120.1 Describe how the Consent Holder will address the site's Rehabilitation Objectives and Terms being:

120.1.a To ensure short and long term geotechnical stability of all structures and works and their surrounds;

120.1.b To avoid maintenance after completion of rehabilitation requirements;

120.1.c To protect soil from erosion and to protect water from contaminants affected by mining operations;

120.1.d To stabilise and rehabilitate the banks and surrounds of any waterbodies;

120.1.e To return land as closely as possible to its original condition prior to mining activities commencing, including any improved pasture or indigenous vegetation appropriate to the area; and

120.1.f To visually integrate finished landforms into the surrounding landscape so they appear to be naturally occurring features.

Advice Note: *The final landforms may differ from what would be achieved through a routine closure; however, they will still ensure environmental security. Resultant landforms of the partially backfilled pits or pit lakes will be similar to those of the incised drainage lines typical of the region.*

120.2 Provide an evaluation of the residual risk of the mining operations with regard to the neighbouring community and environment, including Kā Rūnaka;

120.3 Provide a plan for the long term management of the mine site, in particular the area of open pits or consequent pit lakes and include details of on-going maintenance and monitoring requirements and restrictions on future use; and

120.4 Describe what needs to be done to:

120.4.a Decommission the mine site in accordance with these consents;

120.4.b Rehabilitate the mine site, including structures and landforms, in accordance with these consents;

120.4.c Comply with other conditions relevant to cessation of mining; and

120.4.d The costs needed to comply with Conditions 120.4.a to 120.4.c.

TAKATA WHENUA CONDITIONS

121. **PLACEHOLDER** - To be updated following further engagement outcomes with Kā Rūnaka and delivery of the Treaty Settlement Impact Assessment.

Integrated Health Assessment of Deepdell Creek

122. The Consent Holder must:

122.1 Invite Kā Rūnaka to update the Integrated Health Assessment (IHA) for Deepdell Creek prepared in accordance with [add consent number ref to GPUG conditions] no later than 1 August 2031. The purpose of the update is to address any new matters that arise from the exercise of the MP4 Project consents.

122.2 If cultural health monitoring identifies adverse effects on the health and mauri of Deepdell Creek from the GPUG expansion/extension, implement any mitigation or another mutually agreed process required to respond to identified effects on cultural health and the mauri of Deepdell Creek in collaboration with mana whenua.

GENERAL ADMINISTRATIVE REQUIREMENTS

123. The Consent Holder must make available to the Council, upon written request, any operational management plan prepared and maintained for the Macraes Operation that relates to the management of environmental effects, operational risks, or principal hazards associated with the activity. This may include, but not limited to:

123.1 Hydrocarbon Management Plan;

123.2 Waste Management Plan;

123.3 Emergency Management Principal Control Plan;

123.4 Principal Hazard Management Plan for Fire and Explosion; and

123.5 Principal Hazard Management Plan for Explosives.

Accidental Discovery Protocol

124. The Consent Holder must ensure that all construction personnel involved in site disturbance activities are suitably trained in the requirements of the Accidental Discovery Protocols, and identification of archaeological sites and/or artefacts.

125. If an unidentified archaeological site is located during works, the following applies:

125.1 Work must cease immediately at that place and within 20m around the site.

125.2 The construction personnel must shut down all machinery, secure the area, and advise the Site Manager.

125.3 The Site Manager must secure the site and notify the Heritage New Zealand Regional Archaeologist. Further assessment by an archaeologist may be required.

125.4 If the site is of Māori origin, the Site Manager must notify the Heritage New Zealand Regional Archaeologist and the appropriate Kā Rūnaka representative of the discovery and ensure site access to enable appropriate cultural procedures and tikaka to be undertaken, as long as all statutory requirements under legislation are met (Heritage New Zealand Pouhere Taonga Act 2014, Protected Objects Act 1975).

125.5 If human remains (kōiwi takata) are uncovered the Site Manager must advise the Heritage New Zealand Regional Archaeologist, NZ Police and mana whenua groups or kaitiaki representative and the above process under 4 must apply. Kā Rūnaka will lead the management of any kōiwi takata (human remains of a Māori person) that have been uncovered, in line with the Te Rūnanga o Ngāi Tahu Kōiwi Tangata policy 2019. Remains are not to be moved until such time as mana whenua and Heritage New Zealand have responded.

125.6 Works affecting the archaeological site and any human remains (kōiwi takata) must not resume until Heritage New Zealand Pouhere Taonga gives written approval for work to continue. Works affecting a site of Māori origin or containing kōiwi takata must not resume until Kā Rūnaka give written approval for work to continue. Further assessment by an archaeologist may be required.

125.7 Where Kā Rūnaka so request, any information recorded as the result of the find such as a description of location and content, is to be provided for their records.

125.8 Heritage New Zealand Pouhere Taonga will advise if an archaeological authority under the Heritage New Zealand Pouhere Taonga Act 2014 is required for works to continue.

Advice Note: *It is an offence under Section 87 of the Heritage New Zealand Pouhere Taonga Act 2014 to modify or destroy an archaeological site without an authority from Heritage New Zealand irrespective of whether the works are permitted or consent has been issued under the Resource Management Act.*

Complaints Register

126. Unless specifically provided for in any management plan approved as part of the MP4 Project, the Consent Holder must keep a Complaints Register in relation to activities authorised by these consents. As a minimum, the Complaints Register must record the following information:

126.1 The date, time, and details of any complaint received;

126.2 The incident that resulted in the complaint, if known, including its location;

126.3 Any corrective action taken by the Consent Holder in response to the complaint, including timing of that corrective action; and

126.4 Any communication with the complainant in response to the complaint.

127. The register of complaints must be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 25 and the Consent Holder must provide a copy of the Complaints held in the Register to the Consent Authorities following any written request.

128. No less than **ten (10) working days** prior to the exercise of these consents, the Consent Holder must publish the name, telephone number and email address of the personnel responsible for handling complaints on the Consent Holder's website. Contact details for the personnel must be maintained on the website for the duration of mining operations authorised by these consents.

BONDS

Advice Note: *The bond requirements set out in the conditions below are joint between the Waitaki District Council, Dunedin City Council, and the Otago Regional Council.*

Rehabilitation Bond

129. Prior to the first exercise of this consent, the Consent Holder must provide and maintain in favour of the Councils a rehabilitation bond to:

129.1 Secure compliance with all the conditions of this consent 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;

129.2 Secure the completion of rehabilitation and closure in accordance with the conditions of consent and Project Overview and Annual Work and Rehabilitation Plan including the Contingency Closure Plan as required by Conditions 115 and 119;

129.3 Ensure the performance of any monitoring obligations of the Consent Holder under this consent;

129.4 Enable the Councils to undertake monitoring and management of the Mine Site until completion of closure of the site; and

129.5 Enable the Councils, in the event of the bond being called upon, to purchase Public Liability Insurance in sums of not less than NZD$20 million (2026 dollars).

Advice Note: *The rehabilitation bond sum required under these conditions may be added to any rehabilitation bond sums required under other rehabilitation bond conditions for the Consent*

Holder's other activities as part of the Macraes Operation such that a single rehabilitation bond instrument in favour of the Councils may be in place at any one time, covering all of the Consent Holder's rehabilitation bond obligations to the Councils in connection with the Consent Holder's mining activities at Macraes.

130. Unless provided by the consent holder in the form of cash, the rehabilitation bond must be in an on-demand form approved by the Councils. Section 109(1) of the Resource Management Act 1991 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 owned by the Consent Holder or its subsidiaries, and as identified as 'Post Closure Management Land' or 'Post Closure Commercial Land' on (together 'Post Closure Trust Land') Figure 28 of Schedule 4.

131. 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 Project Overview and Annual Work and Rehabilitation Plan including the Contingency Closure Plan, or otherwise, by the Consent Holder which are relevant to the determination of the amount. The amount of the rehabilitation bond shall exclude any amount separately provided for in the capitalisation bond under Condition 139. The amount of the rehabilitation bond shall be advised in writing to the Consent Holder at least one month prior to the review date.

132. Subject to Condition 131, the amount of the rehabilitation bond to achieve the purposes set out in Condition 136 must include:

    132.1 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 Project Overview and Annual Work and Rehabilitation Plan (Condition 25);

    132.2 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;

    132.3 The estimated costs of monitoring, in accordance with the monitoring conditions of this consent until completion of closure of the site; and

    132.4 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.

133. Should the Consent Holder not agree with the amount of the rehabilitation bond fixed by the Councils (including in relation to the sum to be insured under the Public Liability Insurance to be purchased) 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 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 and in all other respects (including as to costs and expenses of the arbitration), the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration and subject to Condition 134, the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration determination.

134. 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 rehabilitation bond shall be the sum fixed by the Councils in a manner consistent with Condition 131, until such time as the arbitrator does make their decision. At that stage the new amount shall apply. Where works have not commenced under this consent, 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.

135. 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 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.

136. The Councils must 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 115 has been demonstrated by the Consent Holder, to the satisfaction of the Councils, to have been met. If the Councils do not agree that the completion of closure of the site has been achieved, then the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996.

137. Arbitration shall be commenced by written notice by the Consent Holder to each of the Councils advising that completion of the closure of the sites is disputed, and such notice is to be given by the Consent Holder within two weeks of receipt of notification from the Councils that they do not agree that completion of closure of the site has been achieved. 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 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 and in all other respects (including as to costs and expenses of the arbitration), the provisions of the Arbitration Act 1996 shall apply.

138. Save as provided in any arbitration award made in relation to the costs and expenses of arbitration, all costs relating to the rehabilitation bond must be paid by the Consent Holder.

Capitalisation Bond

139. Prior to the exercise of this consent, the Consent Holder must provide and maintain in favour of the Councils, a capitalisation bond and registered land covenant to secure the settlement on the Trust of the Required Capital Sum (calculated in accordance with Condition 144), together to fund the Trust to carry out its obligations.

140. Where the first bond required under this consent is submitted by the Consent Holder to the Councils for approval, the Councils must, within **fifteen (15) working days** of receipt, either approve the bond or provide written reasons and reasonable amendments required for approval. In the absence of a response within that period, the bond as submitted shall be deemed approved and may be provided and relied upon by the Consent Holder for the purposes of complying with these consent conditions

141. The capitalisation bond and registered land covenant 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.

142. Section 109(1) of the Resource Management Act 1991 shall apply to the capitalisation bond and the land covenant and both must be registered under the Land Transfer Act 2017 by the Consent Holder at its expense against the records of title of the properties owned by the Consent Holder or its subsidiaries, and as identified as 'Post Closure Management Land' or 'Post Closure Commercial Land' on Figure 28 of Schedule 4.

143. The amount of the capitalisation bond shall be fixed annually by the Councils and cover:

143.1 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;

143.2 The estimated costs of monitoring for and of any adverse effect and of measures taken to avoid, remedy, or mitigate any adverse effect;

143.3 Provision for contingencies;

143.4 The estimated costs of long-term monitoring, operation and maintenance of the Facilities, following completion of closure of the site; and

143.5 Provision for the reasonable remuneration of the trustees having regard to their duties and responsibilities as trustees; and

143.6 An appropriately conservative deduction for the reasonable income generated, or projected to be generated, by the sale, leasing or other commercial use of the 'Post-Closure Trust Land' and be based on a residual risk assessment prepared by the Consent Holder following consultation with Kā Rūnaka and provided to the Councils.

143.7 The residual risk assessment must be updated annually and:

143.7.a 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.

143.7.b The amount of the bond shall be reduced by any capital amounts (including the value of the Post Closure Commercial Land) settled on, or transferred to, the Trust or LandCo from time to time by the Consent Holder.

Advice Note: *For the purpose of calculating an appropriately conservative value of the Post-Closure Commercial Land the consent holder shall obtain an independent registered market valuation of the relevant land and the value for the purposes of calculating the capitalisation bond sum deduction will be the lower estimate of value if the registered market valuation is provided as a range, or if the registered valuation is a single figure, 80% of that figure.*

144. 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 141 and 143 above. Subject to Condition 143, the capitalisation bond 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.

145. The capitalisation bond may be varied, cancelled, or renewed at any time by agreement between the Consent Holder and the Councils.

146. The capitalisation bond shall expire upon the settlement on, or transfer to, the Trust or LandCo by the Consent Holder of the required capital sum and the release of the escrow established under Condition 145.

147. Subject to any award made in relation to the costs and expenses of arbitration, all costs relating to the capitalisation bond and the land covenant must be paid by the Consent Holder.

148. The conditions relating to the capitalisation bond and the Trust form an integrated whole and are not severable.

Trust

149. The Consent Holder must, within 12 months of the commencement of this consent, establish a charitable trust (Trust) to be responsible for the post closure in perpetuity management of the

Post Closure Management Land on Figure 28 of Schedule 4 on or within which the mine facilities including the activities authorised under this consent are located.

149.1 To ultimately take on transfer (as provided for in these Conditions) 100% of the legal and equitable ownership of the shares in a company to be established by the Consent Holder for the exclusive purposes of holding legal title to the relevant areas of land marked as 'Post Closure Management Land' and Post Closure Commercial Land on Figure 28 of Schedule 4 and fulfilling the other roles referred to in these Conditions (or ancillary thereto) (LandCo). The Trust shall have no power of sale of the shares in LandCo;

149.2 To monitor and maintain the Facilities in perpetuity and to be responsible for such monitoring, operation and maintenance as to ensure that the Facilities remain in a stable, self- sustaining, rehabilitated state;

149.3 To obtain any resource consents that may be required in relation to the monitoring, operation and maintenance of the Facilities after completion of the closure of the Mine site and the expiration or surrender of this consent;

149.4 Without limiting the above, to take out reasonable insurance cover against relevant and insurable risks;

149.5 To reimburse the Councils for any costs incurred by them in monitoring or maintaining the Facilities;

149.6 To invest any funds held to generate or supplement (as required) the necessary income to pay for the above purposes;

149.7 To set the requirements with LandCo as to the leasing, sale or other commercial use of the 'Post Closure Commercial Land' to generate or supplement (as required) the necessary income to pay for the above purposes; and

149.8 To acquire Post Closure Trust Land, including where it becomes desirable to disestablish LandCo.

150. These purposes and powers shall be recorded in a Trust Deed approved by the Councils. The Trust Deed must provide:

150.1 That Kā Rūnaka shall have the power to appoint a majority of trustees to represent Kā Rūnaka.

150.2 That the Councils shall jointly have the power to appoint a minority of trustees

151. 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 the Councils and must be approved by the Councils.

152. Within **five (5) years** of the commencement of this consent or the establishment of the Trust the Consent Holder must incorporate LandCo. The Consent Holder must also execute an irrevocable share transfer document to enable the Trust to register the transfer of 100% of the shares in LandCo to the Trust upon Closure, and irrevocable notices of resignation of all Consent Holder-appointed directors of Land Co. These irrevocable share transfer and resignations of director documents are to be held in escrow subject to Condition 151 by the solicitor acting for the Trust.

153. After completion of closure of the site and release of the Rehabilitation Bond under Condition 129:

153.1 The Consent Holder will transfer the Post Closure Management Land (shown on Figure 28 of Schedule 4) to the Trust; and

153.2 The Consent Holder may, at its discretion, transfer the Post Closure Commercial Land (shown on Figure 28 of Schedule 4) to LandCo.

154. The Trust Deed must provide that upon the completion of closure of the Mine site in accordance with the Site Decommissioning and Closure Plan required under Condition 115 the transfer of the shares in LandCo will be completed by the trustees registering the transfer on the companies register, and the trustees shall undertake their responsibilities with respect to the Facilities. The Water Treatment Plant must be in good working condition at the time the transfer of it to the Trust is completed.

Administrative Charges

155. The Consent Holder must pay to the Consent Authorities the costs for monitoring, enforcing and administering these consents as fixed or otherwise charged by the Consent Authorities pursuant to Section 36 of the Resource Management Act 1991.

Review Conditions

156. Pursuant to Section 128 of the Resource Management Act 1991, the Consent Authorities may, within 1 month of the second anniversary of the date of commencement of these consents and every 24 months thereafter, or on receipt of any of the reports required by the conditions of these consents, that identifies a material issue requiring further consideration, review the conditions of the relevant consent(s) for the following purposes:

156.1 To address any adverse effects on the environment arising from the exercise of these consents that were not anticipated at the time the consents were granted, or which become evident following commencement of the authorised activities

156.2 To require any changes to monitoring, management or mitigation measures necessary to ensure that the environmental outcomes anticipated by these consents are achieved; and

156.3 To address any inaccuracies or uncertainties in the information on which these consents were granted where those inaccuracies or uncertainties result in adverse environmental effects that require further management.

Any review conducted in accordance with this condition must have regard to and give the greatest weight to the purpose of the Fast-Track Approvals Act 2024 in addition to having regard to the matters set out in the Resource Management Act 1991.