

**BENDIGO-OPHIR GOLD PROJECT – DEPARTMENT OF CONSERVATION  
CONCESSION AND CONDITIONS FOR A FIBRE OPTIC CABLE WITHIN PART OF  
PROPOSED ARDGOUR RISE**

**SCHEDULE 1**

1.	<b>Land</b> (clause 2)	A strip of land through the Ardgour Conservation Area (largely within an existing easement providing for access) as shown on the plan in Schedule 4.
2.	<b>Concession Activity</b> (clause 2)	The realignment of a fibre optic cable (currently located within Thompson Gorge Road) within a portion of the realigned Thomson Gorge Road (i.e. Ardgour Rise within the Ardgour Conservation Area).
3.	<b>Term</b> (clause 3)	30 years from the grant of the concession.
4.	<b>Renewal(s)</b> (clause 3)	Subject to a new application.
5.	<b>Final Expiry Date</b> (clause 3)	30 years from the grant of the concession, subject to any renewal being granted.
6.	<b>Concession Fee</b> (clause 4)	<b>Annual Activity Fee:</b> \$[TBC] per annum plus GST  <b>Annual Management Fee:</b> \$[TBC] per annum plus GST
7.	<b>Annual Environmental Monitoring Fee</b> (clause 9)	Not Required.
8.	<b>Community Services Contribution</b> (clause 6)	Not Required.
9.	<b>Total payment to be made per annum</b> (clause 4)	\$[TBC] per annum plus GST (comprising: Annual Activity Fee (Item 6); and Annual Management Fee (Item 6), Environment Monitoring Contribution (Item 7) and Community Services Contribution (Item 8)).
10.	<b>Concession Fee Payment Date(s)</b> (clause 4)	Annually.



11.	<b>Penalty Interest Rates</b> (clause 4)	Double the current Official Cash Rate (OCR).
12.	<b>Concession Review Dates</b> (clause 4)	None.
13.	<b>Health and Safety</b> (clause 13)	Audited Safety Plan: Not required.
14.	<b>Insurance</b> (To be obtained by Concessionaires) (clause 12)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date
15.	<b>Addresses for Notices</b> (clause 24)	The Grantors address is:  Department of Conservation  PO Box 176  ALEXANDRA 9340  The Concessionaires address in New Zealand is:  Matakanui Gold Limited  15A Chardonay Street  CROMWELL 9310
16.	<b>Guarantee</b> (clause 29)	Not required
17.	<b>Special Conditions</b> (clause 34)	See Schedule 3.
18.	<b>Processing Fee</b> (clause 4)	\$(TBC) + GST

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

## **SCHEDULE 2**

### **STANDARD TERMS AND CONDITIONS OF CONCESSION**

[As per Department of Conservation's standard requirements]

## **SCHEDULE 3**

### **SPECIAL CONDITIONS**

#### **General**

1. The Concessionaire must conduct the Activity in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project ("BOPG") under the Fast-track Approvals Act 2024 ("Act").

#### **Plans Showing location of Proposed Fibre Optic Cable**

2. The Concessionaire must submit plans showing the installed location of the fibre optic cable within the part of Ardgour Rise within the Ardgour Conservation Area to the Department of Conservation within two months of the completion of installation.

#### **Erosion and Sediment Control**

3. The installation of the fibre optic cable must be undertaken in accordance with a Site-Specific Erosion and Sediment Control Plan ("SSESCP") for the upgrading of Ardgour Rise within the Ardgour Conservation Area (the subject of a separate concession) which is to be certified by a Suitably Qualified and Experienced Person who has been approved by Otago Regional Council prior to the proposed commencement of the activities that are the subject of the SSESCP commencing.

#### **Expectations of the Public**

4. While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.
5. If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.

### **Biosecurity Management**

6. The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.

### **Records**

7. All records of the Activity shall be made available for inspection at reasonable times by officers of the Grantor.

## SCHEDULE 4

