

WAIHI NORTH PROJECT - PROPOSED WILLOWS AREA CONCESSION CONDITIONS

SCHEDULE 1

1.	Land (clause 2)	<p>As marked “Willows Concession Area” on the attached map in Schedule 4 being:</p> <p>Physical Description/Common Name: Part Coromandel State Forest Park; Part Mataura Stream – Marginal Strip</p> <p>Land Status:</p> <p>Part Coromandel State Forest Park – Conservation Park, held under section 19 of the Conservation Act</p> <p>Part Mataura Stream – Marginal Strip, held under section 24 of the Conservation Act</p> <p>Area:</p> <p>Part Coromandel State Forest Park – Wharekirauponga catchment</p> <p>Part Mataura Stream – Marginal Strip – Mataura catchment</p> <p>Map Reference: As per map in Schedule 4</p>
2.	Concession Activity (clause 2)	Rehabilitation planting with continued access for planting maintenance including pest control
3.	Term (clause 3)	[30 years from date of approval]
4.	Renewal(s) (clause 3)	None
5.	Final Expiry Date (clause 3)	[30 years from date of approval]
6.	Concession Fee (clause 4)	<p>Annual Activity Fee:</p> <p>\$(TBC) per annum plus GST</p> <p>Annual Management Fee:</p> <p>\$(TBC) per annum plus GST</p>

7.	Annual Environmental Monitoring Fee (clause 9)	Not Required
8.	Community Services Contribution (clause 6)	Not Required
9.	Total payment to be made per annum (clause 4)	\$[TBC] per annum plus GST (comprising: Annual Activity Fee (Item 6); and Annual Management Fee (Item 6), Environment Monitoring Contribution (Item 7) and Community Services Contribution (Item 8))
10.	Concession Fee Payment Date(s) (clause 4)	Annually
11.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR).
12.	Concession Review Date(s) (clause 5)	None
13.	Health and Safety (clause 13)	Audited Safety Plan: Not required
14.	Insurance (To be obtained by Concessionaire) (clause 12)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00; and (b) Third party vehicle liability for an amount no less than \$500,000.00. Subject to review on each Concession Fee Review Date
15.	Addresses for Notices (clause 24)	The Grantor's address is: [Hauraki District Office, 3/366 Ngati Maru Highway (SH25) Thames 3500 (physical); PO Box 343, Thames 3540 (postal); Phone: 0800 275 362; Email: thames@doc.govt.nz]



		<p>The Concessionaire's address in New Zealand is:</p> <p>Physical: 22 Maclaggan Street, Dunedin 9016</p> <p>Postal: PO Box 5442 Dunedin 9054</p> <p>Phone: 03 479 2922</p> <p>Email: NZ.Legal@oceanagold.com</p>
16.	Guarantee (clause 29)	Not required
17.	Special Conditions (clause 34)	See Schedule 3
18.	Processing Fee (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 PERMIT



SCHEDULE 3

Special Conditions

General

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

Planting

- 2 All planting must:
 - a. Use plants which are eco-sourced from the Coromandel or Bay of Plenty Ecological Regions; and
 - b. Use seed collected locally and germinated and raised at a New Zealand Plant Producers Incorporated (NZPPI)-accredited nursery or from a suitable alternative community-based nursery.

Pest Control

- 3 All pest control activities shall be undertaken in accordance with the Ecology and Landscape Management Plan – Waihi Area (ELMP-Waihi).

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 must comply with the biosecurity management section of the ELMP-Waihi at all times.
- 7 The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.

Records

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



SCHEDULE 4

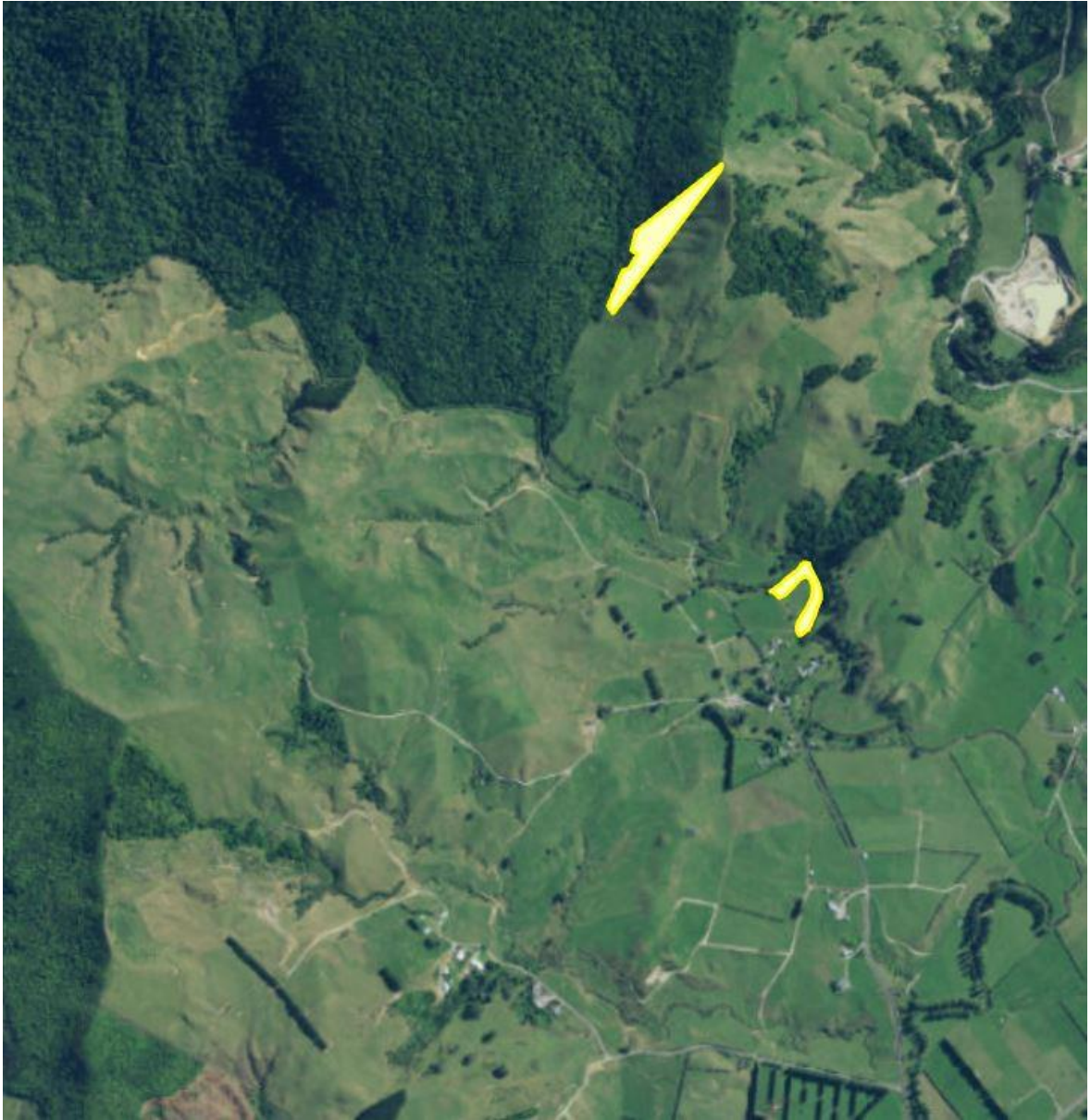


Figure 1: Willows Concession Area (yellow polygons)