

View Instrument Details



Instrument No 11023478.1
Status Registered
Date & Time Lodged 07 February 2018 13:20
Lodged By [REDACTED]
Instrument Type Notice of Access Rights under Crown Minerals Act 1991



Affected Computer Registers	Land District
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383860	Otago
808253	Otago
808256	Otago

Annexure Schedule: Contains 32 Pages.

Signature

Signed by Blake Eugene Cescon as Permit Holder/Applicant Representative on 13/04/2018 10:06 AM

*** End of Report ***

Notice to Registrar-General of Land of access arrangement for purposes of section 83(1) of
Crown Minerals Act 1991

To: The Registrar-General of Land

We, **Matakanui Gold Limited**, whose address for service is c/o Cuffs Limited, Level 2, Como House, 51 Tancred Street, Hokitika, 7810, New Zealand, being the holder of Exploration Permit 57467, gives notice under section 83 of the Crown Minerals Act 1991 of an access arrangement (within the meaning of section 2(1) of that Act) with the following:

Land Owners: [REDACTED]

Description of Land: Section 24 and Section 38 Survey Office Plan 24641 being part of the land comprised in CFR 383860.

Sections 11 -16, 23, 27, 37 and 39 Survey Office Plan 24641, Section 2 Survey Office Plan 332575 and Lots 4 and 6 DP 517385 being part of the land comprised in CFR 808253 and the land comprised in CFR 808256.

As shown on the map included in the first schedule of the access agreement attached to this notice.

Details of arrangement

Date access arrangement commenced: 19 December 2017.

Duration of access arrangement: From the date the arrangement commenced as described, until the expiry of any mining permit granted in respect of the Land and any renewal thereof and the completion of all restoration work required.

Permit duration (if arrangement relates to a permit already granted):

Exploration Permit 56209, 5 years to 30 October 2019

Exploration Permit 57467, 5 years to 9 August 2021

Authorised signature

I being a person authorised to sign on behalf of the permit holder(s)/applicant(s) declare that the information given in this notice is true and correct.

Dated: 12th April 2018

Signed by Frederick James Leslie
Bunting as Executive Director in the
presence of:

Witness signature

Frederik Gerard Roosenschoon

Full name

4 Nautilus Drive, Gulf Harbour, Whangaparaoa

Address

Retirée

Occupation

Note: Signature must be witnessed

Copy of access arrangement

A copy of the access arrangement that has been made with the Land Owners is attached to this notice.

DATED 19 December 2017

MATAKANUI GOLD LIMITED
("Company")

BENDIGO STATION LIMITED
("Land Owner")

ACCESS AGREEMENT

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THIS AGREEMENT is dated the 19th day of December 2017

BETWEEN MATAKANUI GOLD LIMITED ("Company")

AND BENDIGO STATION LIMITED ("Land Owner")

BACKGROUND

- A. The Land Owner is the registered proprietor of the Land described in the First Schedule ("the Land").
- B. The Company is the beneficial owner of the Exploration Permits described in the Second Schedule. The Company intends to apply for RMA Consents to enable it to undertake exploration and mining operations on the Land.
- C. Pursuant to the CMA, an access arrangement is required between the Company and the Land Owner.
- D. The Parties have reached agreement as to the terms and conditions upon which the Land Owner will grant access to the Land to the Company.

1. Definitions

In this Agreement unless the context requires otherwise:

Access Arrangement	has the same meaning as in the CMA.
Administering Authority	means any one or all of the Minister, Ministry, Council and/or Territorial Authority.
Agreement to Lease	means the lease by the Company of that part of the Land comprising the Mine Area, pursuant to clause 9.2, and on the terms and conditions set out in the Third Schedule.
Business Day	means any day on which registered banks are open for business in Otago.
CMA	means the Crown Minerals Act 1991 and any amendments thereof and any Acts passed in substitution therefor.



Commencement Date	means the date of execution of this Agreement by both parties.
Consent Date	means that date being 15 working days following the date that the Company receives notice from the relevant Territorial Authority that any RMA Consent required for the purposes of this Agreement has been granted, and no appeal has been lodged. In the event that an appeal is lodged and whether by the Company or any other party, or in the event that the Company lodges an objection to the terms of any RMA Consent issued, then the consent date shall be that date being 15 working days following the date that any appeal and/or objection is settled as between the parties by way of consent or a determination by the Environment Court is made and/or any objection is resolved and/or determined by the relevant Territorial Authorities in favour of the Company.
Council	means the Central Otago District Council, the Otago Regional Council or any other Council responsible for administering any aspect of the Operations.
Decision to Mine	means a decision made by the Company to undertake Mining Operations on the Land, having completed a Feasibility Study and having obtained all necessary RMA Consents and Permits.
Default Interest Rate	means the Bank of New Zealand base lending rate applicable from time to time plus 5%.
Delivery Date	means the date upon which Gold Taken From the Land is uplifted by or on behalf of a buyer or shipped to a recognised gold refinery for refining and outturn of the Fine Gold to the Company's Metal Account.
Doré	means smelted but unrefined gold produced by Mining Operations.
Evaluation Period	means the period commencing on the Commencement Date and ending on the Notification Date.
Exploration	has the same meaning as in the CMA and also includes, for the purposes of this Agreement (and without limitation) groundwater testing and evaluation, resource drilling and evaluation, bulk sampling, trial mining, mining, geotechnical,



	and metallurgical investigations, and environmental impact assessment studies.
Exploration Area	means that part of the Land which is subject to Exploration.
Exploration Permits	means the exploration permits described in the Second Schedule.
Farming Activities	means the day to day business of conducting farming operations on the Land including but not restricted to stock movement and management, pasture management and maintenance of farm improvements.
Feasibility Study	means a feasibility study which confirms that economic and bankable Mining Operations are viable on the Land.
Fine Gold	means the fine gold (99.99% pure) content of Doré that is purchased by an arms' length buyer or credited to the Company's Metal Account, as determined by a certified gold assayer.
Gold Taken from the Land	means the Fine Gold contained in Doré removed from the Land.
HSWA	means the Health and Safety at Work Act 2015.
Land	means the land as described in the First Schedule.
Manager	means the person appointed from time to time by the Company to manage the Operations.
Market Lease Rental	means the market rental of the Land as determined by a duly qualified independent valuer commissioned by the Company, with the valuation to be undertaken on the basis of classifying the Land as agricultural land used for farming purposes, without taking into account either the provisions of this Agreement or the undertaking or prospective undertaking of Mining Operations on the Land by the Company.
Metal Account	means an account held by the Company with a recognised refinery or reputable bank to which Fine Gold is credited on outturn by the refinery.
Mine Area	means that part of the Land designated for Mining Operations.



Mining	has the same meaning as in the CMA.
Mining Operations	has the same meaning as in the CMA.
Mining Permit	means any mining permit granted pursuant to the CMA and/or any Permits or rights granted in substitution thereof and including any variations or extensions thereto.
Minister	means the Minister of Business Innovation and Employment or such other Minister of the Crown at the time being charged with administering the CMA.
Ministry	means the Ministry of Business Innovation and Employment.
Net Value of Gold	means the value of Gold Taken From the Land determined by reference to the "Gold London PM fix" (last price) on the day being the equivalent to the Delivery Date (converted to NZ dollars by reference to the daily mean of the buying and selling rates applying at midday (NZST) published by Bank of New Zealand) less the costs of bullion transport and insurance, refining costs (including any retention of metal by a refinery as part of a refining contract) and selling costs.
Notification Date	means the date upon which the Company notifies the Land Owner of its Decision to Mine.
Operations	means Exploration and/or Mining and any ancillary activity required to give effect to the terms of this Agreement which the Company may carry out pursuant either to the Exploration Permits or to any Mining Permit which is granted to the Company.
Party	means the Company and the Land Owner or either of them and includes a reference to that party's successors and permitted assigns.
Permit/s	means the Exploration Permits and any Mining Permits granted to the Company, together with any rights granted in substitution thereof and any variations or extensions thereto.
Productive Capacity	means the livestock-carrying capacity of the Land measured in stock units per hectare.
Programme of Work	means a programme relating to the scope, location and timing of Operations.



Related Party	means a Relative or Related Company as defined in the Companies Act 1993.
Rented Property	means any dwelling on the Land, other than a dwelling occupied or used by the Land Owner.
Restoration Plan	means the Company's plan for the restoration of the Land (after the completion of Exploration and Mining Operations), as provided for in clause 11.
RMA	means the Resource Management Act 1991 and any amendments thereof and any Acts passed in substitution therefor.
RMA Consent	means any resource consent as defined in Section 87 of the RMA.
Royalty	means a percentage of the Net Value of Gold produced by the Company from any Mining Operation on the Land, the percentage being that defined in the Second Schedule.
Solatium	means compensation payable for loss of privacy and amenities pursuant to the CMA, as provided in clause 7.
Start Up Date	means the date on which the Company commences Mining Operations.
Territorial Authority	means the District Council or any other Council responsible for administering any aspect of the Operations.

2. Interpretation

In the interpretation of this Agreement, unless there is something in the subject or context inconsistent therewith:

- (a) The singular includes the plural and vice versa;
- (b) A reference to any gender includes the other genders;
- (c) The headings used in this Agreement and the table of contents (if any) in this Agreement are for convenience only and shall not form part of this



Agreement and shall not be used in the interpretation or construction of this Agreement;

- (d) References to recitals, clauses, sub-clauses, paragraphs, schedules or annexures are references to recitals, clauses, sub-clauses, paragraphs, schedule and annexures respectively of this Agreement unless specifically stated otherwise;
- (e) A reference to any statutory provision shall include any statutory provision which amends, consolidates, re-enacts or replaces it and any subordinate legislation made under it;
- (f) References to currency or dollars means New Zealand currency;
- (g) An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (h) "Including" and similar words do not imply any limitation.

3. Access Agreement

- 3.1 Subject to the provisions of this Agreement and in consideration of the Company agreeing to pay the royalties and compensation provided for in this Agreement the Land Owner grants to the Company sole and exclusive access to the Land by its agents, licensees, employees, contractors, invitees and nominees from the Commencement Date for the purposes of carrying out Operations pursuant to the Permits and any associated RMA Consents.
- 3.2 The Parties acknowledge that this Agreement is an Access Arrangement for the purposes of the CMA.
- 3.3 The Solatium, Royalty and other payments to be made by the Company pursuant to this Agreement are inclusive of and in full satisfaction of the Company's obligations under s 76 of the CMA. The Land Owner agrees that it will not make any claim against the Company for any further compensation and will indemnify the Company against any claim by any person or party for any such further compensation.
- 3.4 The Company and its agents, licensees, employees, contractors, invitees and nominees when on the Land shall be bound in addition to the provisions of this Agreement, by the terms and conditions of the Permits and any RMA Consents, together with any additional conditions which may apply pursuant to an approved Programme of Work.
- 3.5 This Agreement shall remain in force for the full terms of the Permits and any renewal thereof and until completion of all restoration work required by the

A handwritten signature in black ink, appearing to be 'MRP' or similar, located at the bottom right of the page.

conditions attached to any of the Permits and associated RMA Consents and under the terms of this Agreement unless earlier terminated pursuant to the terms of this Agreement.

4. RMA Consents, Authorisations and Permits

- 4.1 The Company shall prepare and lodge any applications for Permits and RMA Consents and any other required authorisations with respect to the Operations.
- 4.2 The Company shall consult with the Land Owner prior to lodging applications for any Permits or RMA Consents and shall provide the Land Owner with copies of the said applications.
- 4.3 The Land Owner agrees to consent to and support the Company's applications for any Permits or RMA Consents on the Land and agrees to procure the consent and support (where required) to and of the Company's applications by any Related Party of the Land Owner and any other person which has rights of occupation in respect of the Land or any part thereof by arrangement with the Land Owner.
- 4.4 Each Party shall do all such acts and things as may be necessary or desirable for the purposes of procuring any such Permits or RMA Consents or any other required authorisations. Without limiting the generality of this clause, the Land Owner will, at the request of the Company, provide written approval of any applications by the Company for any permits or RMA Consents.
- 4.5 The Company will give prior notice to the Land Owner of any application for variation or extension of any of the Permits or RMA Consents or RMA Consent applications, and provided any variation or extension is in accordance with the terms of this Agreement, then the Land Owner will support and consent to any such applications.
- 4.6 The Company shall at all times keep the Land Owner fully informed as to progress with any applications for Permits or RMA Consents.
- 4.7 When any Permits or RMA Consents have issued, the Company shall forward copies to the Land Owner. Within 10 working days of the Company's receipt of any Permits or RMA Consents, the Company shall either:
 - (a) Confirm to the Land Owner its acceptance of their terms; or
 - (b) Advise the Land Owner in writing of any conditions which the Company considers are unacceptable; or
 - (c) Withdraw from this Agreement pursuant to clause 15 or lodge an appeal or an objection if the required RMA Consents have been refused.



- 4.8 If the Company in its sole discretion decides to lodge an objection or appeal against the granting of any Permit or RMA Consent, the Company will promptly pursue the objection or appeal and the Company will promptly provide a copy of the decision of the relevant Administering Authority on any such objection or appeal as soon as it receives it. If the Administering Authority's decision is acceptable to the Company, it shall confirm acceptance to the Land Owner, but if the Company in its sole discretion considers that the decision of the relevant Administering Authority on any such objection or appeal is unsatisfactory, the Company may either:

- (a) Withdraw from this Agreement; or
- (b) Lodge an appeal with the relevant Court or Administering Authority.

5. Exploration Operations, Programme of Work and Notifications

- 5.1 The Company shall provide the Land Owner with a proposed Programme of Work prior to the Company's first entry onto the Land for Exploration and prior to the commencement of each new phase of Exploration or annually thereafter, whichever is the more frequent. The Land Owner shall be provided with a copy of the said Programme of Work not less than 30 days or such lesser time to which the Land Owner agrees, before implementation of the work programme therein.
- 5.2 Any Programme of Work for Exploration shall be designed and scheduled to minimise impacts on Farming Activities on the Land and on the Land Owner's enjoyment of the Land, provided that Exploration is not unduly compromised and remain in accordance with accepted industry practice. For the purposes of clarification, Exploration will take precedence over Farming Activities within the Exploration Area provided that the Exploration is within the scope of the terms of this Agreement and of any relevant Permits and RMA Consents.
- 5.3 The Parties shall agree in writing on the proposed Programme of Work within 7 days of a copy being provided to the Land Owner provided that the Land Owner shall be deemed to have agreed with a proposed Programme of Work if having been consulted with in respect of that proposed Programme of Work the Land Owner has not responded in writing within 7 days of being provided with a copy. The agreement of the Land Owner shall not be unreasonably or arbitrarily withheld, particularly in the event that the proposed Programme of Work is generally in accordance with industry standards for the undertaking of Exploration as proposed by the Company.
- 5.4 It is acknowledged by the Land Owner that any Programme of Work may be subject to modification on a day-to-day basis as Operations proceed. Modifications that will affect the Land Owner shall be made in consultation with the Land Owner and recorded in writing where the Programme of Work has been agreed to in writing.



5.5 Unless otherwise agreed the Company shall give the following notices prior to entry onto the Land for Exploration purposes;

- (a) 14 days' notice of first entry; and
- (b) 7 days' notice of entry of drill rigs and/or excavating equipment.

5.6 The Parties shall meet on a regular basis to be determined at the time of approval of the Programme of Work to discuss and resolve issues. The Company shall keep the Land Owner regularly informed on progress of Exploration.

5.7 The Land Owner shall appoint and the Company shall also appoint a person to be a point of contact between the Parties. The default contact for the Company during Exploration shall be the Manager.

6. Conditions of Access for Exploration

6.1 In exercising the right of access granted herein the Company shall ensure that Exploration is carried out in accordance with the terms and conditions of the Permits and RMA Consents and Programme of Work agreed upon between the Parties.

6.2 The Company shall have ready access to and upon the Land using all existing roads and tracks and where necessary keys will be provided by the Land Owner for gates that are usually locked.

6.3 The Company and its agents, licensees, employees, contractors, invitees and nominees will ensure that all gates are left as found, and that vehicles and equipment do not unnecessarily stray from formed tracks.

6.4 For the duration of the Operations, the Company will maintain tracks in a good usable condition and will comply with the instructions of the relevant Administering Authorities relative to the formation of, maintenance of or drainage of the tracks. All such maintenance is to be at the cost of the Company.

6.5 Should the Company require additional access routes it will consult with the Land Owner as to the location of any additional access routes, consent to which will not be unreasonably or arbitrarily withheld by the Land Owner and the Company shall be responsible for constructing and maintaining any additional access routes. Upon completion of the Operations the Land Owner may at its discretion retain the use of any access ways constructed by the Company or require that they be removed and the Land restored.

6.6 The Company will ensure that no litter or rubbish reasonably attributable to its Operations will be left on the Land and that, where Exploration is conducted from a

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permanent or semi-permanent site, the Company will provide a portable toilet on the site for its employees.

- 6.7 For the duration of Exploration, the Company will ensure that no fires shall be lit unless:
- (a) Specifically required for Exploration or reasonable domestic use; and
 - (b) A permit has been obtained where necessary; and
 - (c) It is under direct supervision at all times; and
 - (d) It is completely extinguished immediately after use; and
 - (e) The Company has a current fire insurance policy or public liability policy over the Land such cover being for damage and fire fighting costs, such policy to include provision of cover for damage caused to any neighbouring land.
- 6.8 At all times during Exploration any trenches, pits, excavations and machinery shall be fenced by the Company to prevent entry by stock or children should the Land Owner so require or if fencing is required to comply with the requirements of the HSWA.
- 6.9 The Company will take all practicable precautions to avoid pollution and erosion and will comply with the directions of the Administering Authority in that regard.
- 6.10 The Company shall be entitled (at its cost), to remove all farm improvements and infrastructure as required to effectively undertake and carry out Exploration. The Company shall replace all farm improvements and infrastructure which it removes with like improvements and infrastructure of at least the same standard and quality as those removed and as soon as practical after restoration of the Land. At the reasonable request of the Land Owner the Company shall modify or upgrade the improvements and infrastructure provided that if the cost is greater than that of replacing like with like, then the difference in cost will be paid by the Land Owner.
- 6.11 The sites surrounding drill rigs, excavating equipment and trial mining during Exploration shall be designated hazardous areas pursuant to the HSWA and all Parties and their agents, licensees, employees, contractors, invitees and nominees entering such areas shall comply with the requirements of the HSWA, Health and Safety Policy of the Company and instructions of the Manager as the case may be.



6.12 Upon completion of Exploration the Company will:

- (a) Progressively remove all equipment and materials from the Land;
- (b) Properly secure and leave the Land in a safe condition;
- (c) Seal all drill holes provided that if water is discovered in any drill hole the Company shall inform the Land Owner and subject to approval from an Administering Authority that drill hole will be left unsealed if the Land Owner shall so request; and
- (d) All other excavations will be filled unless otherwise agreed in writing with the Land Owner (and subject to the approval of the Administering Authorities).

6.13 To the extent that Exploration may affect the domestic and stock water supply on the Land the Company will ensure that at all times during the Operations and on termination of the Operations the said water supply is maintained at seasonal levels equivalent to those predating the Operations.

6.14 At all times during the currency of the Exploration, the Permits and this Agreement the Company shall be responsible for all acts and omissions of its agents, licensees, employees, contractors, invitees and nominees, and the Company will pay all proper damages or compensation for any loss or damage caused by them which is not already covered by the compensation provisions of this Agreement and agrees to indemnify the Land Owner against any claim by any person or party as a result of or caused by the activities of the Company or its agents, licensees, employees, contractors, invitees or nominees.

7. Solatium for Loss of Privacy and Amenity

7.1 The Company will make the following payments to the Land Owner as compensation to take into account any impacts which Exploration will have on the privacy, quiet enjoyment and amenity of the Land Owner:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]



(e)

(f)

(g)

8. Compensation for Exploration Activities

- 8.1 During the Evaluation Period, the Company shall pay the Land Owner by way of compensation for Exploration:

Drilling

(a)

(b)

(c)

Bulk sampling

(a)

(b)

(c)

(d)

- 8.2 Such payments shall be calculated and paid quarterly in arrears commencing from the date of first entry for Exploration purposes.

9. Mining Operations

- 9.1 On or before the Notification Date, the Company will define in consultation with the Land Owner the boundaries of the proposed Mine Area.
- 9.2 As from the Notification Date, the Company will lease that part of the Land comprising the Mine Area for the duration of Mining Operations on the terms and conditions set out in the Third Schedule.

10. Royalty Payments

- 10.1 From the Start-up Date, the Company shall pay the Land Owner the Royalty as set out in the Second Schedule, calculated quarterly in arrears.
- 10.2 Within 10 Business Days after the Start-up Date, the Company shall pay the Land Owner as an advance against Royalty payable under clause 10.1("the



Advance Royalty Payment"). No quarterly Royalty shall be paid until the total Royalty payable under clause 10.1 is greater than the Advance Royalty Payment.

- 10.3 On each quarterly date for calculation of the Royalty, the Company will provide the Land Owner with a detailed accounting statement containing full particulars of gold produced together with such other information relevant to the calculation of the Royalty as the Land Owner may reasonably require. The Company shall keep accurate records to enable that detailed accounting statement to be prepared, and shall retain all such records for at least seven years from the year to which the records relate.
- 10.4 The Land Owner may examine and take copies of all records and documents of the Company containing Information relevant to the Royalty payment calculation.
- 10.5 With reasonable prior notice the Land Owner may visit and observe Mining Operations including the production of Doré.
- 10.6 The Land Owner may have all relevant records of the Company audited to determine the correctness of the calculation of the Royalty. This audit will be at the Land Owner's cost unless the audit discloses underpayments of Royalty of more than one percent (1%) in which case the cost of the audit will be payable by the Company.
11. **Restoration of Land**
 - 11.1 The Company shall provide the Land Owner with a proposed Restoration Plan prior to the Company applying for any RMA Consent for Exploration or Mining Operations. The Land Owner shall be provided with a copy of the Restoration Plan not less than 30 days (or such lesser time to which the Land Owner agrees) before any such resource consent is lodged with the relevant Council.
 - 11.2 The Restoration Plan shall be designed and scheduled to remediate impacts on Farming Activities on the Land and on the Land Owner's enjoyment of the Land to as near as practicable the state that the Land was in prior to Exploration or Mining Operations, as the case may be,
 - 11.3 The Parties shall agree in writing on the content of the proposed Restoration Plan within 14 days of a copy being provided to the Land Owner, provided that the Land Owner shall be deemed to have agreed with the proposed Restoration Plan if having been provided with it the Land Owner has not responded in writing to the Company within 14 days thereafter. The agreement of the Land Owner to the content of the Restoration Plan shall not be unreasonably or arbitrarily withheld.
 - 11.4 Where the Parties cannot agree on the content of the Restoration Plan, the dispute resolution provisions in clause 17 shall apply with all necessary modifications as if the reference therein to Programme of Works was a reference to the Restoration Plan.



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- 11.5 For as long as any dispute between the Parties about the content of the Restoration Plan remains unresolved, the operation of clauses 4.3 and 4.4 shall be suspended. The Company shall direct the relevant Council to notify the Land Owner of any RMA consent application which the Company lodges which relates to the subject matter of the disputed Restoration Plan. The Land Owner may in its absolute discretion lodge a submission in respect of such application, but with such submission being confined to Land restoration considerations.
- 11.6 At the conclusion of Exploration the Company shall restore drill sites and any other sites disturbed by Exploration in accordance with the Permits and RMA Consents.
- 11.7 The Company shall restore that part of the of the Land that was disturbed by Mining Operations in accordance with any terms and conditions set out in any relevant Permits, any associated RMA Consents and any relevant Programme of Work using the best available current technology.
- 11.8 The Company will, at the request of the Land Owner, provide the Land Owner with security in the form of a bond to ensure performance of the Company's obligations under clause 11. The bond shall be in a form approved by the Land Owner (such approval not to be unreasonably or arbitrarily withheld) and shall be executed by a surety approved by the Land Owner, the surety being a financial institution with a Standard & Poor's long term credit rating of A- or higher. However, the Company's obligation to arrange the bond will only apply where the estimated cost of the Restoration Plan is in excess of \$100,000 and where a similar form of bond is not required to be provided by the Company under the conditions of any relevant RMA Consent.
- 12. Land Owner's Warranties and Covenants**
- 12.1 The Land Owner warrants to the Company that:
- (a) No party other than the Company holds any rights to explore for or mine all or any minerals on or under the Land;
 - (b) No other access arrangement or land use rights under the CMA, RMA or otherwise in respect of the Land has been or will be negotiated, entered into or undertaken by the Land Owner which will directly or indirectly conflict with or adversely affect the expressed and implied rights on the part of the Company, without the consent of the Company, provided such consent shall not be unreasonably withheld.
 - (c) No rights to explore or prospect for or mine any minerals owned by the Land Owner on or under the Land have been or will be granted to any person during the term of this Agreement nor shall the Land Owner consent to the

granting of any exploration or mining rights in respect of the Land, to any person, other than the Company.

12.2 The Landowner covenants with the Company that:

- (a) It will not undertake or carry out Exploration or Mining Operations on the Land in competition with the Company.
- (b) It will not transfer, assign, charge or otherwise encumber or deal with any minerals on or under the Land which may be owned or occupied by the Land Owner. Prior to mortgaging the Land at any time hereafter the Land Owner shall procure the consent of and the mortgagee shall consent to the registration of this Agreement, and consent to the ongoing interests of the Company, and the mortgagee's rights shall at all times be subject to the terms, conditions and provisions of this Agreement to the end and intent that the mortgagee's interest will be subject to the terms, conditions and provisions of this Agreement.
- (c) It waives any non-compliance by the Company with s 59 of the CMA.

13. Assignment by the Company

13.1 The Company shall not without the prior written consent of the Land Owner:

- (a) Assign any interest of the Company in this Agreement; or
- (b) Assign any Permit held by the Company in relation to the Land.

13.2 The Land Owner shall give its consent under clause 13.1 if the following conditions are fulfilled:

- (a) The Company demonstrates to the reasonable satisfaction of the Land Owner that the proposed assignee is responsible and of sound financial standing with the resources to meet the Company's obligations under this Agreement;
- (b) The Company demonstrates to the reasonable satisfaction of the Land Owner that the proposed assignee has the technical capability to carry out Exploration and Mining on the Land in accordance with best industry practice;
- (c) The Company has performed all of its obligations under this Agreement up to the date of the proposed assignment;
- (d) The assignee executes an agreement or a Deed of Covenant with the Land Owner agreeing to observe and perform the obligations of the Company as



the assigning party (including the corresponding obligations under this clause 13).

- 13.3 Notwithstanding clause 13.1, the Company shall be entitled to sell, transfer or assign the whole or any part of its interest in this Agreement to a Related Company without being required to obtain the consent of the Land Owner provided the Related Company covenants to abide by the terms of this Agreement on the same terms and conditions as contained herein.

14. Assignment or Transfer by the Land Owner

- 14.1 The Land Owner shall not, without the prior written consent of the Company (which consent shall not be unreasonably withheld), assign, transfer, rent, sublet or otherwise dispose of any interest or part of its interest in the Land. The Company will not be obliged to give its consent under this clause 14.1 if at the relevant time the Land Owner has not duly performed all of its obligations under this Agreement.
- 14.2 If the Company gives its prior written consent to the Land Owner assigning, subletting, transferring or otherwise disposing of its interest or part of its interest in the Land to a third party (the "Assignee"), the Land Owner will take all steps necessary to ensure that the Assignee executes an agreement or Deed of Covenant with the Company, agreeing to observe and perform the obligations of the Land Owner as the assigning party (including the corresponding obligations under this clause 15) and agreeing that the rights granted to the Company under this Agreement run with the Land and also agreeing not to seek separate compensation from the Company, other than future payments if they are so entitled. Notwithstanding any such assignment, the Land Owner will remain responsible for the Assignee's compliance with its obligations under this Agreement.
- 14.3 The benefit of any future payments will pass to the successors in title and/or the Assignee. In the event that any compensation is payable to the successors in title and/or the Assignee, such compensation is deductible from the compensation paid by the Company to the Land Owner and shall be paid by the Land Owner.
- 14.4 In the event that there is a Rented Property already on the Land or one is constructed then the Party who has rented or sublet the Rented Property will rent it on the basis that the tenant will not object to the Company's Operations on the Land and will not seek any compensation from the Company.
- 14.5 The restrictions on assignment contained in this clause 14 shall not apply to any sale, transfer or assignment of the whole or any part of the Land Owner's interest in this Agreement, the Land, or any part thereof, to a Related Party and any such assignment to a Related Party may take place without the Land Owner being required to obtain the consent of the Company, provided that the Related Party covenants to abide by the terms of this Agreement.



15. Withdrawal

- 15.1 Despite any other provision to the contrary, the Company may withdraw from this Agreement at any time and for any reason by giving Notice to the Land Owner. Should the Company so withdraw, this Agreement will terminate pursuant to clause 16 and subject to clause 16.2(b) the Parties shall have no further rights, obligations or liability under this Agreement.

16. Termination

- 16.1 Unless earlier terminated pursuant to any other provision in this Agreement, and subject to the satisfaction of the provisions of this clause, this Agreement shall terminate on the earlier of the permanent and final cessation of Operations or expiry of the Mining Permit, or expiry of the Agreement to Lease.
- 16.2 On termination of this Agreement the Company shall:
- (a) If applicable, give Notice to the District Land Registrar of the termination of this Agreement requesting the removal of the notification on the title to the Land lodged pursuant to s 83 of the CMA; and
 - (b) Make all payments for access and compensation due as at the date of termination and complete all restoration obligations outstanding at the time of termination in accordance with this Agreement.
- 16.3 On termination, and subject to the Company satisfying all of its obligations under this Agreement, the Company shall be released from any further obligation or liability and the Land Owner shall do everything necessary to ensure release of any bonds in respect of the Mining Permit and associated RMA Consents held by the Administering Authorities.
- 16.4 For the avoidance of doubt, on termination of the Agreement for whatever reason, all and any payments that would otherwise have been payable after the date of termination are no longer payable.
- 16.5 The Parties' obligations as to confidentiality (clause 33) survive the termination, for whatever reason, of this Agreement.
- 17. Dispute Resolution**
- 17.1 In the event of a dispute between the Company and the Land Owner as to the calculation of the Royalty, the Company and the Land Owner shall attempt to resolve that dispute by negotiation and should such dispute not be remedied in a timely



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manner, such dispute shall be determined at the request of either the Company or the Land Owner by a suitably qualified person (agreed upon by the Company and the Land Owner and failing agreement appointed by the President for the time being of the Australasian Institute of Mining and Metallurgy) who shall act as an expert and not as an arbitrator. The reasonable costs of and incidental to preparation of any referral to the expert, the appointment of the expert and the expert's determination shall be shared equally by the Company and the Land Owner. The expert's finding shall bind the Company and the Land Owner.

- 17.2 In the event of dispute between the Parties as to a Programme of Work, a copy of which may have been provided by the Company to the Land Owner pursuant to clause 5.1, the Parties will meet together forthwith and will use their respective best endeavours to resolve such dispute. Should they be unable to reach agreement within 14 days of the Land Owner being provided with a copy of the said Programme of Work, a mediator shall be appointed at the request of any party (to be agreed upon by the Parties and failing agreement a mediator is to be appointed by the Presidents of the Australasian Institute of Mining and the Federated Farmers of New Zealand). Should such dispute not be resolved by the mediation, it shall be determined at the request of either the Company or the Land Owner by a suitably qualified person appointed by the Presidents of the Australasian Institute of Mining and the Federated Farmers of New Zealand, with such person acting as an expert and not as an arbitrator. The reasonable costs of and incidental to preparation of any referral to the expert, the appointment of the expert, and the expert's determination shall be shared equally between the Company and the Land Owner. The expert's finding shall bind the Company and the Land Owner.
- 17.3 If the dispute pursuant to clause 17.2 is in respect of a Programme of Work proposed after the commencement of Mining the Company shall continue Mining in accordance with the conditions agreed to in relation to the previous Programme of Work pending resolution of the dispute and payments pursuant to clause 9 shall continue. If the dispute arises during the Evaluation Period and is in respect of a Programme of Work then at the request of the Land Owner, Operations shall be put on hold on completion of the latest approved Programme of Work until the dispute is resolved.
- 17.4 The reasonable costs of and incidental to preparation of any referral to the expert, or mediator, the appointment of the expert or mediator and the expert's determination or the mediator's assistance shall be shared equally by the Parties.
18. Force Majeure
- 18.1 If any of the Operations are unable to be carried out or continued by any cause reasonably beyond the control of the Company, including acts of God, strikes, lock outs, riots, acts of war, epidemics, government actions superimposed after the



Commencement Date, fire, flood, earthquakes, or other disasters (the "Force Majeure"), then:

- (a) The Company may terminate this Agreement by giving Notice to the Land Owner and this Agreement will terminate pursuant to clause 16; or
- (b) In the event that the Agreement remains in effect, the Company's obligations during such period (including any payment obligations) shall cease for the period during which the Operations are unable to be carried out or continued as a consequence of the Force Majeure and will recommence once the conditions of the Force Majeure no longer apply. The Company will make all reasonable efforts to recommence the Operations as quickly as possible.

19. Notification

- 19.1 Any notice, consent or other communication required or permitted by this Agreement shall be in writing and shall be deemed sufficiently served if delivered by hand or sent by facsimile, email or certified mail, postage prepaid, addressed to the Party to whom it is to be given at the following addresses:

The Company: c/- Cuffs Limited
 PO Box 325
 Hokitika
 Tel No: [REDACTED]
 Fax No: 03 755 8910
 Email: [REDACTED] /
admin@matakanuigold.co.nz

The Land Owner: [REDACTED]
 Compass Agribusiness Management
 PO Box 24
 Arrowtown 9351
 Tel No: [REDACTED]
 Fax No: -
 Email: [REDACTED] [REDACTED]

- 19.2 Unless a later time is specified, a Notice takes effect from the time it is actually received or deemed to be received.
- 19.3 A Notice sent by post is deemed to be received on the third Business Day after posting.

19.4 A Notice sent by facsimile is deemed to be received:

- (a) If transmitted before 5.00 p.m. (New Zealand time) on a Business Day, on that Business Day;
- (b) If transmitted after 5.00 p.m. (New Zealand time) on a Business Day, on the following Business Day;
- (c) If transmitted on a day not being a Business Day, on the next day being a Business Day;

provided that, in any instance, the sender can produce a transmission report by the machine from which the facsimile was sent which indicates the time and date of transmission and that the facsimile was sent in its entirety to the facsimile number of the recipient.

19.5 A Notice sent by email to the specified email address is deemed to be received on the third Business Day after sending.

20. First Right of Refusal

20.1 If during the term of this Agreement the Land Owner determines to sell, dispose of or otherwise alienate its interest in any part of the Land or all or any part of its interest pursuant to this Agreement is to be sold or otherwise disposed of, then the Land Owner shall give to the Company written notice (the "Notice"). The Notice shall contain the following information:

- (a) Details of the interest in the Land or the benefits contained within this Agreement to be offered to the Company (the "Interest");
- (b) The amount of the consideration (the "Sale Price");
- (c) Full details of any existing tenancies, memorials or lease or other interests affecting the Interest;
- (d) A proposed settlement date being a date not earlier than 60 days after the date of the Notice or the date that this Agreement becomes unconditional in all respects whichever is the later;
- (e) Details of any fixtures, fittings, plant, machinery and chattels included with the Interest; and
- (f) Details of any applicable special conditions.



- 20.2 The Company will have 20 working days from receipt of the Notice to submit an offer (the "Company's Offer") for the Interest and for an amount not less than the Sale Price. The Land Owner may amend the form of agreement in accordance with their requirements for a contract of such nature as is generally in accordance with standard commercial practice provided the said agreement generally reflects the matters aforesaid and shall then return it to the Company for its approval and if so approved, the Company shall execute and return it.
- 20.3 The Land Owner will be obliged to accept any offer submitted by the Company which complies with the aforesaid provisions. If for any reason the Land Owner fails to execute such agreement, then for the purposes of the Property Law Act 2007 the Company's Offer contained in the proposed agreement together with this Agreement shall constitute a sufficient memorandum in writing for enforcement purposes.
- 20.4 The Company's Offer will be accompanied by a bank cheque for a deposit in part payment of the Purchase Price equal to 10% of the amount of the Company's Offer together with any GST that is properly payable.
- 20.5 If the Company does not submit an offer complying with the provisions set out above then the Land Owner will be at liberty to sell, or dispose of the Interest to a third party at the Sale Price and on the same terms and conditions as specified in the Notice.
- 20.6 The Land Owner agrees that it will issue a fresh Notice to the Company where the price, terms or conditions of an Intended sale, disposition or other alienation to a third party pursuant to this clause is not in accordance with the price, terms or conditions specified in the Notice.
- 20.7 The provisions of this clause shall not apply to any sale, or other disposition to a Related Party provided however that any sale, or other disposition of the Interest subsequent to the sale, or disposition to a Related Party shall also be subject to and bound by the provisions of this Agreement.
21. Costs
- 21.1 The Company shall bear its own costs in respect of this Agreement, and will bear and pay for the Land Owner's reasonable legal costs in respect of the negotiation and execution of this Agreement. The Company shall also pay all registration fees and other incidental costs in connection with registration of this Agreement pursuant to s 83 of the CMA.
22. Default
- 22.1 If either of the Parties fails to fulfil its obligations under this Agreement (the "Defaulting Party"), then the Non-defaulting Party shall give Notice to the Defaulting

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Party as to the nature of the default. If the Defaulting Party does not remedy the default with 14 days of receiving Notice, then without prejudice to any other rights or remedies the Non-defaulting Party may:

- (a) Sue for specific performance and/or damages of any nature;
- (b) Cancel this Agreement and sue for damages.

23. Entire Agreement

- 23.1 The provisions of this Agreement constitute the entire understanding and agreement between the Parties as to the subject matter of this Agreement. All previous negotiations, understandings, representations, warranties, agreements (including any previous access arrangements entered into by the Land Owner and communications, whether verbal or written, between the Parties in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement and shall be of no force or effect.

24. Further Assurances

- 24.1 Each Party shall promptly execute all documents and do all things that the other Parties from time to time reasonably require of them so as to effect, perfect or complete the provisions of this Agreement and any transaction contemplated by it and to give to the other Parties the full benefit of this Agreement.

25. Severance

- 25.1 If any covenant or obligation of this Agreement or the application thereof to any Party or circumstances shall be or become invalid or unenforceable, the remaining covenants and obligations shall not be affected thereby and each covenant and obligation of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Governing Law

- 26.1 This Agreement is governed and is to be construed in accordance with New Zealand law.

27. Variation

- 27.1 No modification, amendment or other variation of this Agreement shall be valid or binding on a Party to this Agreement unless made in writing, duly executed or signed by or on behalf of that Party, and where necessary approved by the relevant Administering Authority.

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28. Default Interest

- 28.1 Without prejudice to the other rights, powers and remedies of the Land Owner, the Company shall pay to the Land Owner interest at the Default Interest Rate on any monies payable under this Agreement by the Company to the Land Owner from the date being seven days from the due date for payment thereof until the date of actual payment thereof.

29. GST

- 29.1 The sums payable pursuant to this Agreement are exclusive of GST. The Land Owner will deliver a tax invoice or tax invoices to the Company on the earliest of such dates as the Company is entitled to delivery of such an invoice or such Invoices under the Goods and Services Tax Act 1985.

30. Registration

- 30.1 If this Agreement is required to be registered pursuant to the CMA or any other statute, the Parties agree to do all things necessary to enable registration of this Agreement under the CMA, including amending the terms of this Agreement as may be necessary and the Land Owner will obtain mortgagee consent.
- 30.2 The Land Owner agrees that the Company may register a caveat against the certificate of title(s) pertaining to the Land, and such caveat shall remain in force until this Agreement is registered against the Land, provided that the Company shall on request grant its consent to any subsequent dealings with the Land to the Land Owner, provided such registrations do not prejudice the rights of the Company under this Agreement.

31. Condition

- 31.1 This Agreement is subject to and conditional upon the Land Owner obtaining written consent from any mortgagee, caveator or any other encumbrancee to the rights granted to the Company under this Agreement.
- 31.2 If the condition in clause 31.1 is not satisfied by the expiry of 12 months from the Commencement Date, then the Company may at any time after that date cancel this Agreement, and in that event neither of the Parties shall have any further rights, obligations or liabilities under this Agreement.

32. Counterparts

- 32.1 A Party may execute this Agreement by:

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- (a) Signing any number of copies each of which will be treated as an original and all of which together will constitute a single document; and
- (b) Signing a copy of this Agreement and sending it to the other Party by facsimile or email.

33. Confidentiality

33.1 The provisions of this Agreement are strictly confidential to the Parties. Neither of the Parties may disclose the existence of this Agreement, or permit to be disclosed any provision of this Agreement, or any information relating to this Agreement to any person not a Party to this Agreement, other than that Party's professional advisers, without first obtaining the written consent of the other Party. Consent is required both as to the person to whom disclosure is to be made and the terms of such disclosure. The consenting Party may insist that the recipient of the confidential information execute a confidentiality agreement in a form acceptable to them.

If a Party becomes legally compelled to make disclosure of any provision of, or any information relating to this Agreement, that Party shall:

- (a) Immediately notify the other Party in writing, so that the other Party may seek an interim injunction or other remedy; and
- (b) Disclose information only to the extent legally required; and
- (c) Use the Party's reasonable endeavours to obtain a written undertaking from the person to whom it is disclosed that confidential treatment will be accorded to the disclosed information.

EXECUTION

Signed for and on behalf of MATAKANUI
GOLD LIMITED by:



Witness signature

ANNE MARIE TOOHEY

Full name (please print)

BARRISTER

Occupation (please print)

CHRISTCHURCH

Address (please print)

Director

Authorised Signatory

Director

Signed for and on behalf of BENDIGO
STATION LIMITED in the presence of;

Director

Witness signature

Grant Porter

Full name (please print)

Faru Advisor

Occupation (please print)

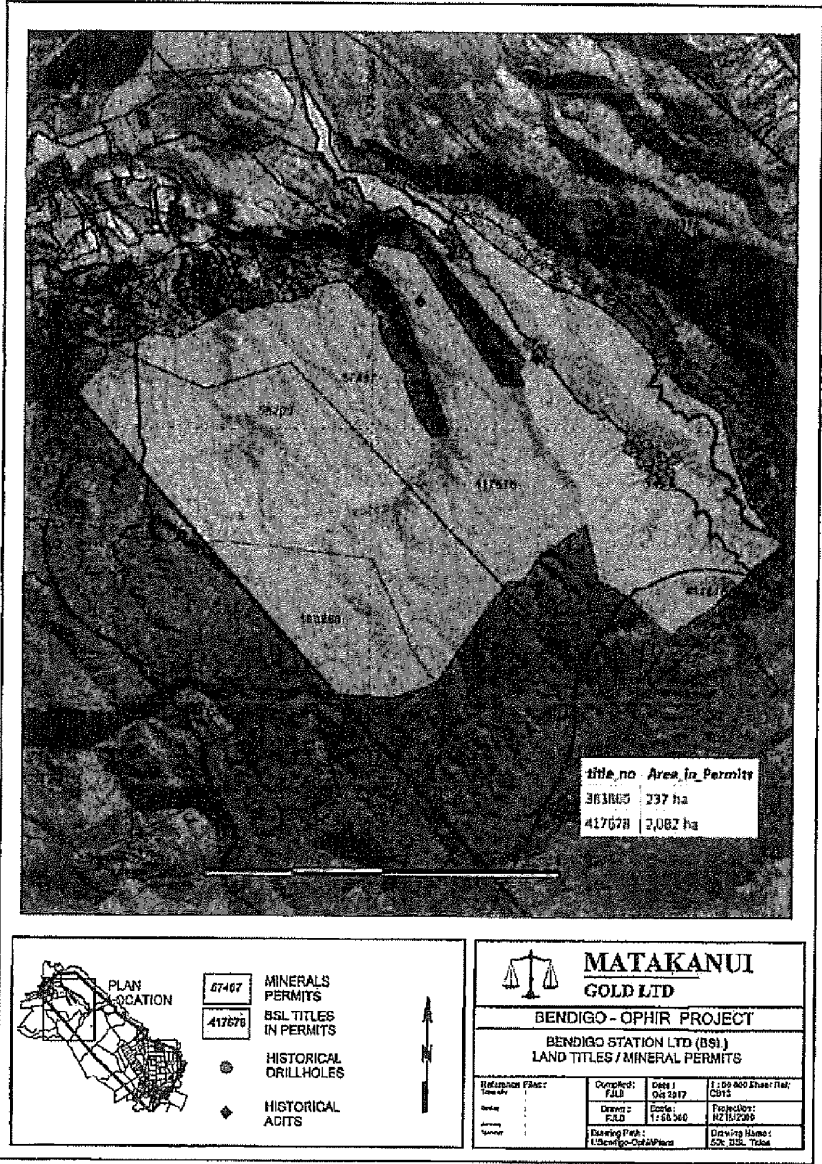
8 Sunnyside Lane Abnake

Address (please print)

FIRST SCHEDULE

A map of the Land forms part of this First Schedule.

- 1 237 hectares more or less, contained in Certificate of Title reference 383860.
- 2 2082 hectares, more or less, contained in Certificate of Title reference 417678.



MR JP

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SECOND SCHEDULE

EXPLORATION PERMITS

Type	Number	Area	Units	Status	Commence	Expiry
Exploration	56209	6728.17	Ha	GRANTED	31/10/2014	30/10/2019
Exploration	57467	3963	Ha	GRANTED	10/08/2016	09/08/2021

ROYALTY PAYMENT

The Royalty shall be at the following percentages of the Net Value of Gold produced by the Company from any Mining Operation on the Land:



THIRD SCHEDULE

Terms of Agreement to Lease

- A. The term of the Agreement to Lease shall be for the duration of the Mining Permit and the term will commence on the Start-up Date.
- B. During the term of the Agreement to Lease, the Company shall have the sole and exclusive use of the Mine Area for Mining Operations unless otherwise agreed, pursuant to clause C below.
- C. Subject to the prior written consent of the Land Owner, the Land Owner will retain the right to occupy that part of the Mine Area which is not immediately required for Mining Operations, for the purpose of aviation and tourism activities, and Farming Activities, provided that there is no interference with or compromise of Mining Operations. The Company will have the right to terminate the occupation rights of the Land Owner under this clause at any time by giving 30 days' notice.
- D. Upon completion of Mining Operations and any required rehabilitation activities in accordance with the conditions attached to the relevant RMA Consents and Permits, the Agreement to Lease shall terminate and the Land comprising the Mine Area will be returned to the Land Owner.
- E. The Company makes no representations or warranties that the Mine Area will be returned to the same state as before Mining Operations commenced or that all of the Mine Area will, after the termination of the Agreement to Lease, be suitable for Farming Activities, provided however that the Company agrees that rehabilitation of the Mine Area will be undertaken in accordance with accepted industry standards and any conditions attached to any relevant RMA Consents and Permits.
- F. In the event that the Productive Capacity of the Mine Area has been materially reduced by the Mining Operations, on termination of the Agreement to Lease the Company will pay the Land Owner compensation equal to the loss in value of the Land as the result of the Mining Operations, as determined by a registered valuer agreed to by the Parties, or if the Parties cannot agree on a registered valuer, a registered valuer appointed by the President of the NZ Real Estate Institute for the time being.
- G. The rental under the Agreement to Lease will be set and maintained (through all subsequent rent reviews) at 1.25x Market Lease Rental.
- H. The Agreement to Lease shall otherwise be in a form and contain such provisions as are generally in accordance with standard legal and commercial practice for leases of this nature. The form of the Agreement to Lease shall initially be prepared by the Land Owner's legal advisers, for submission to the Company's legal advisers.

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