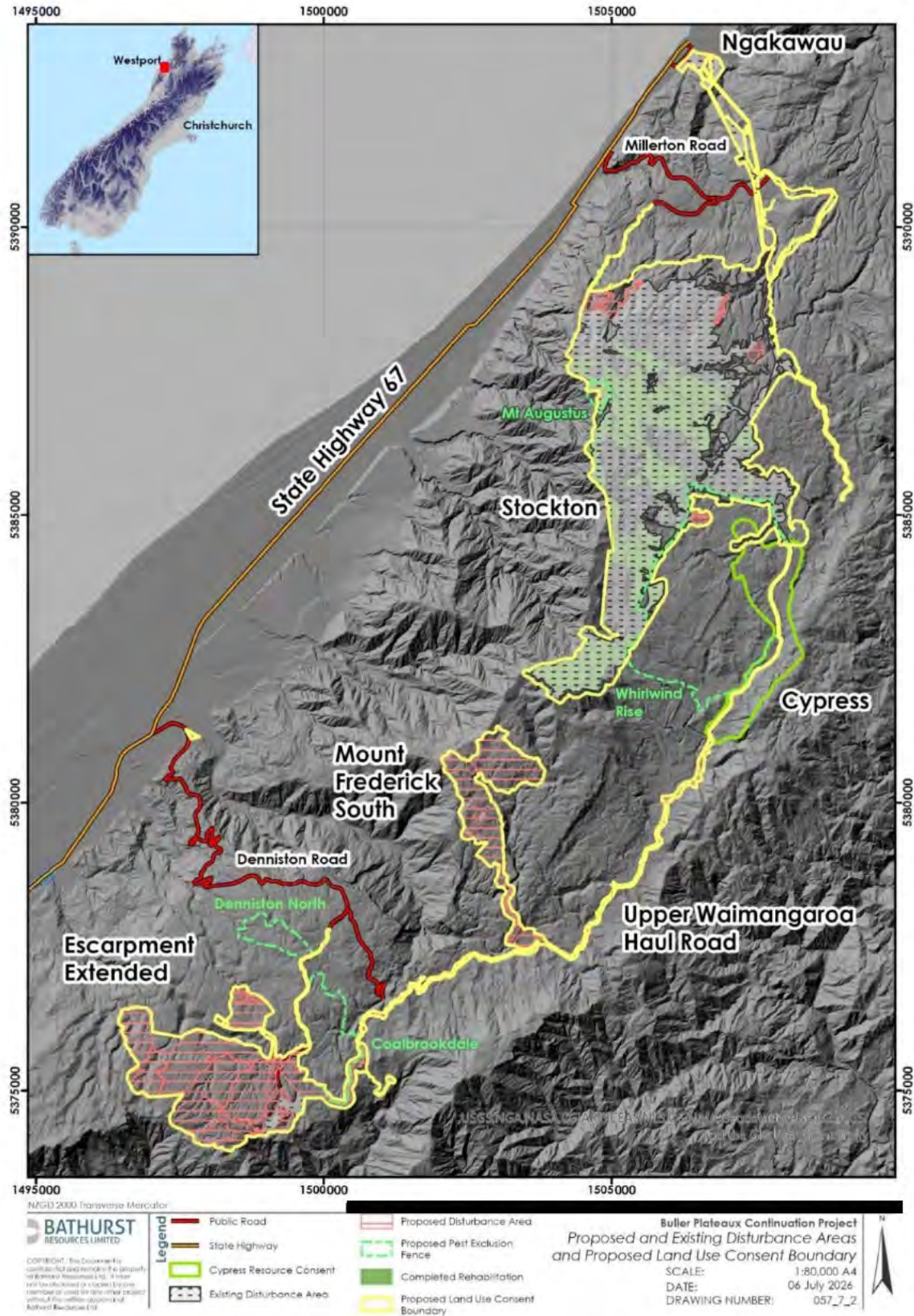
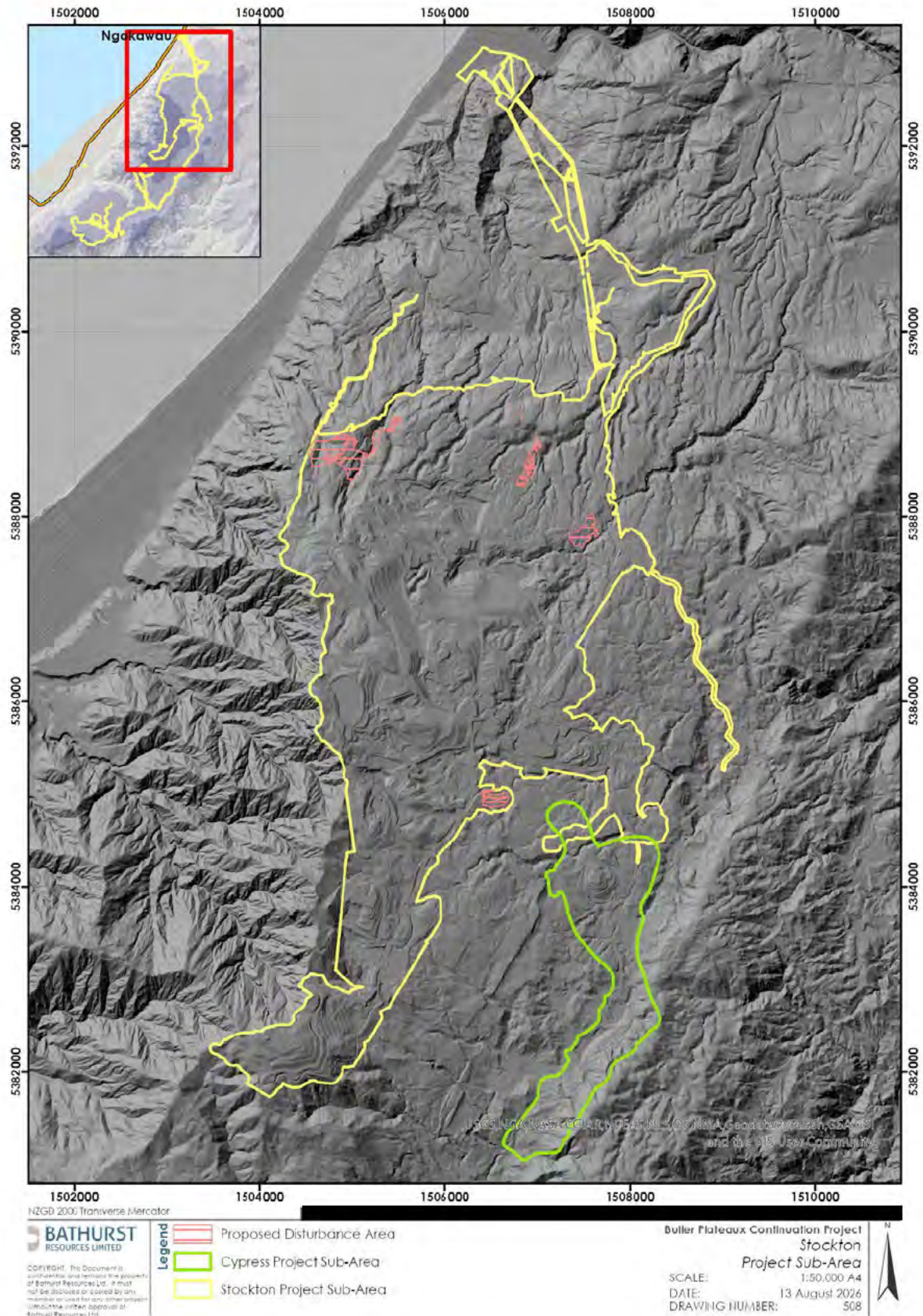


09 BPCP CONDITIONS ATTACHMENTS AND SCHEDULES

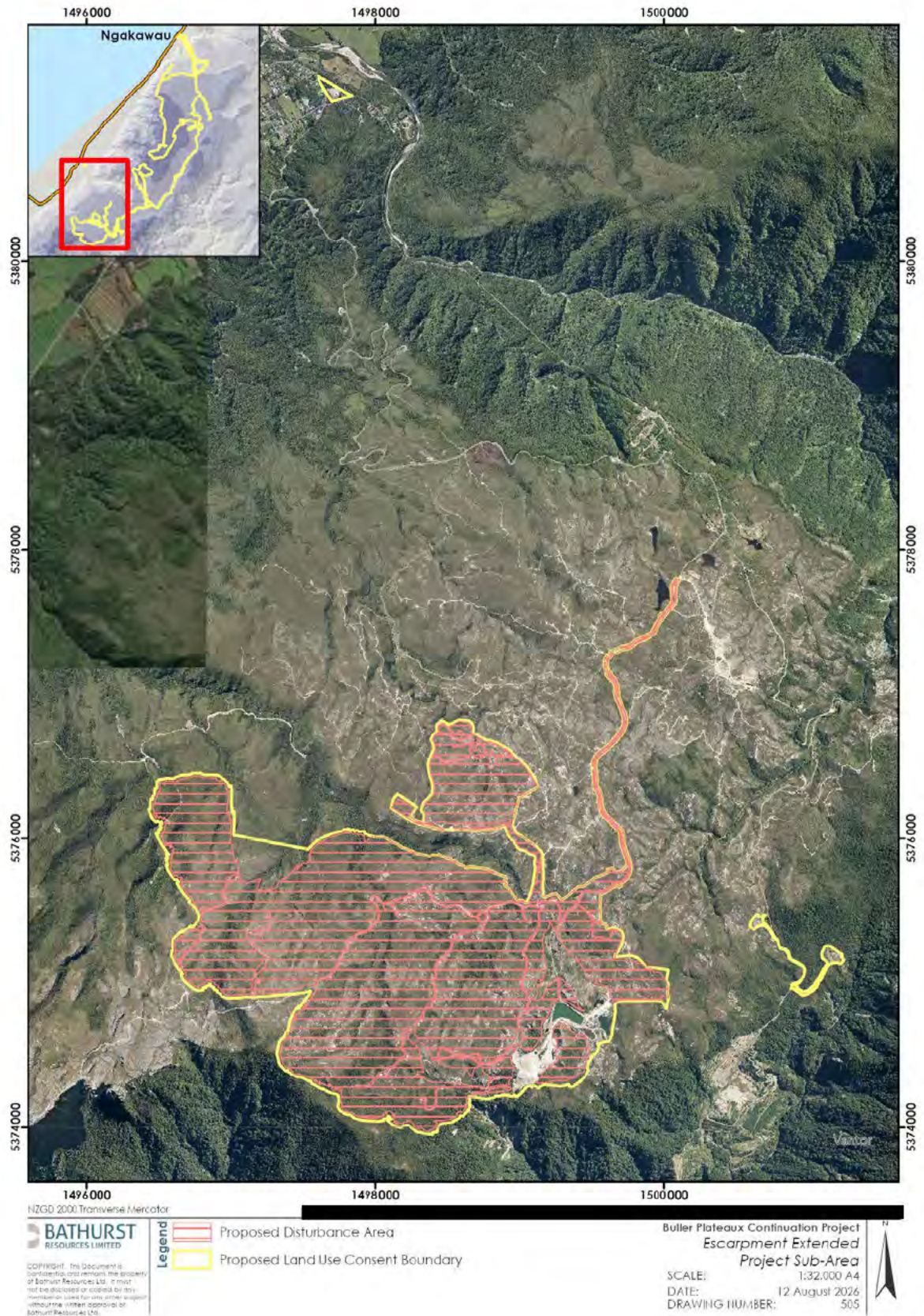
Attachment 1: Buller Plateaux Continuation Project Area



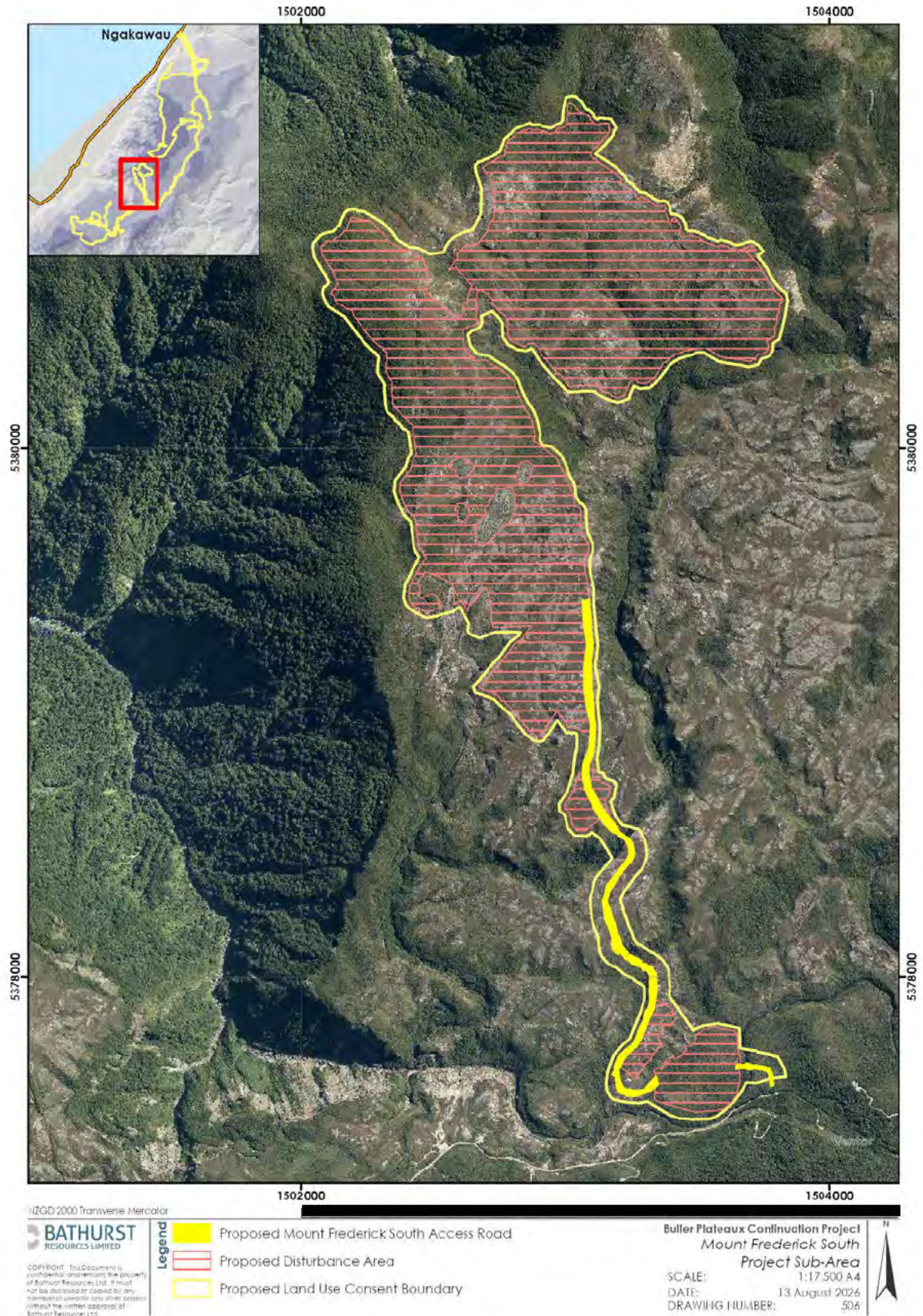
Attachment 2: Stockton and Cypress Project Sub-Areas



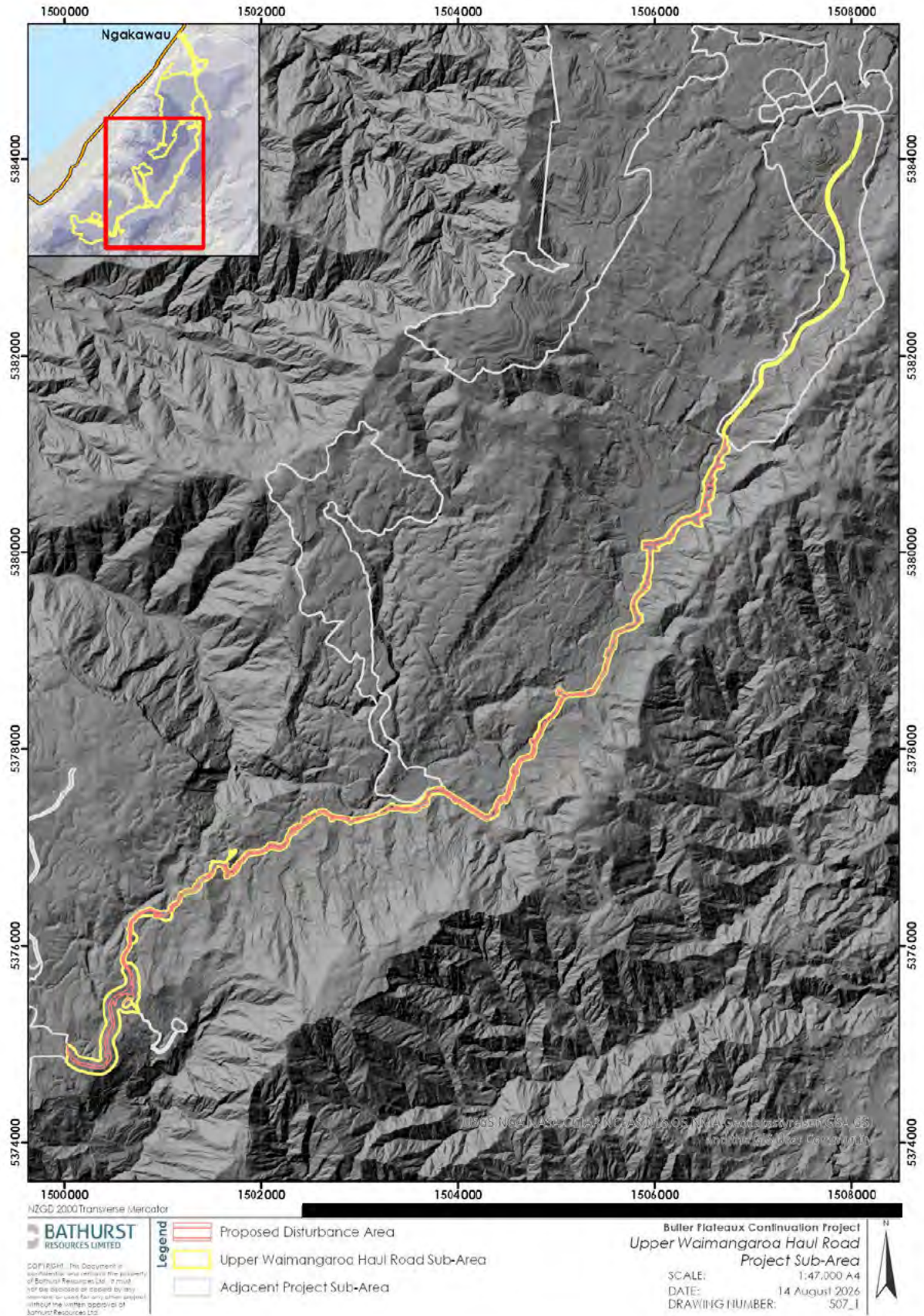
Attachment 3: Escarpment Extended Project Sub-Area



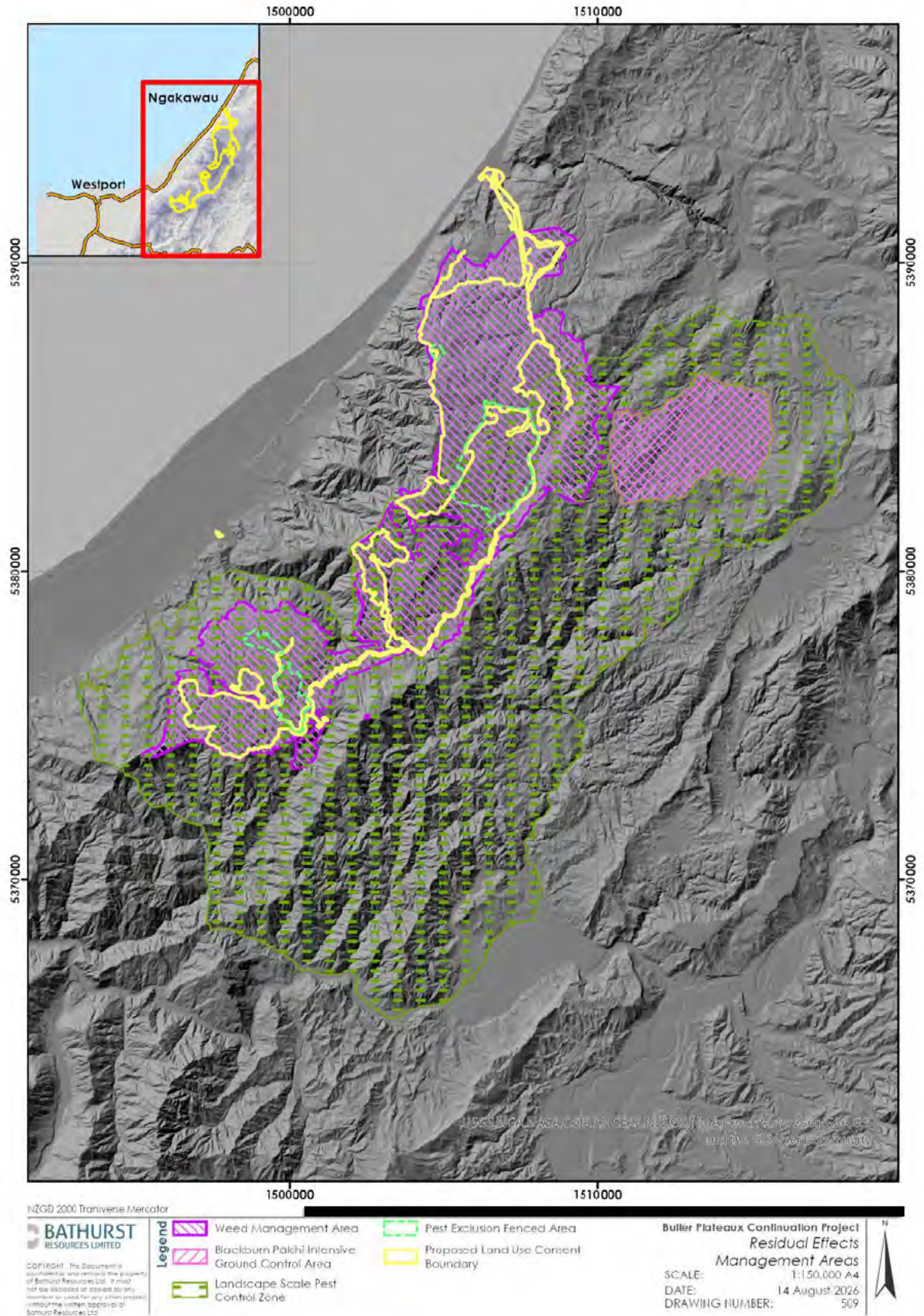
Attachment 4: Mount Frederick South Project Sub-Area



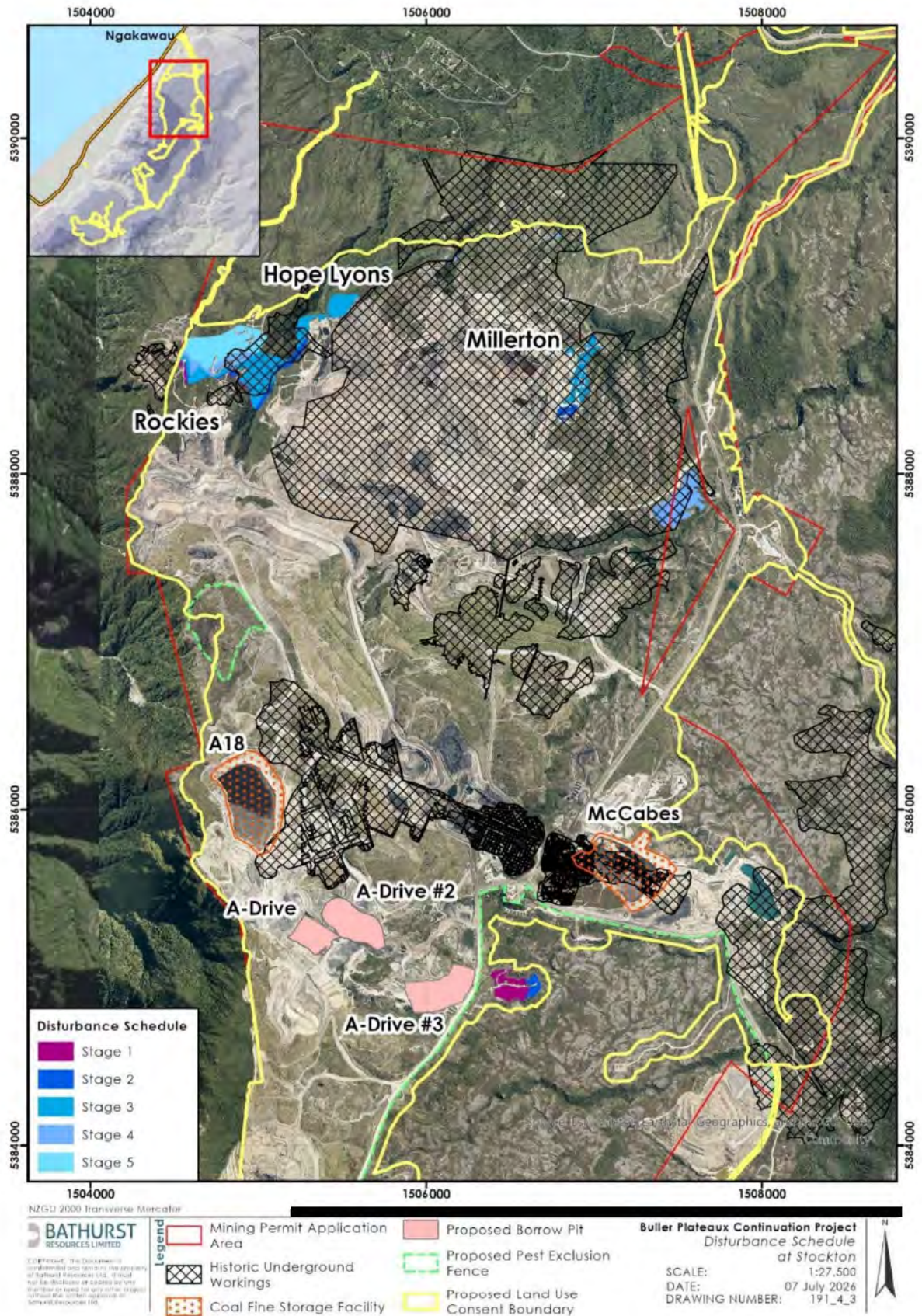
Attachment 5: Upper Waimangaroa Haul Road Project Sub-Area



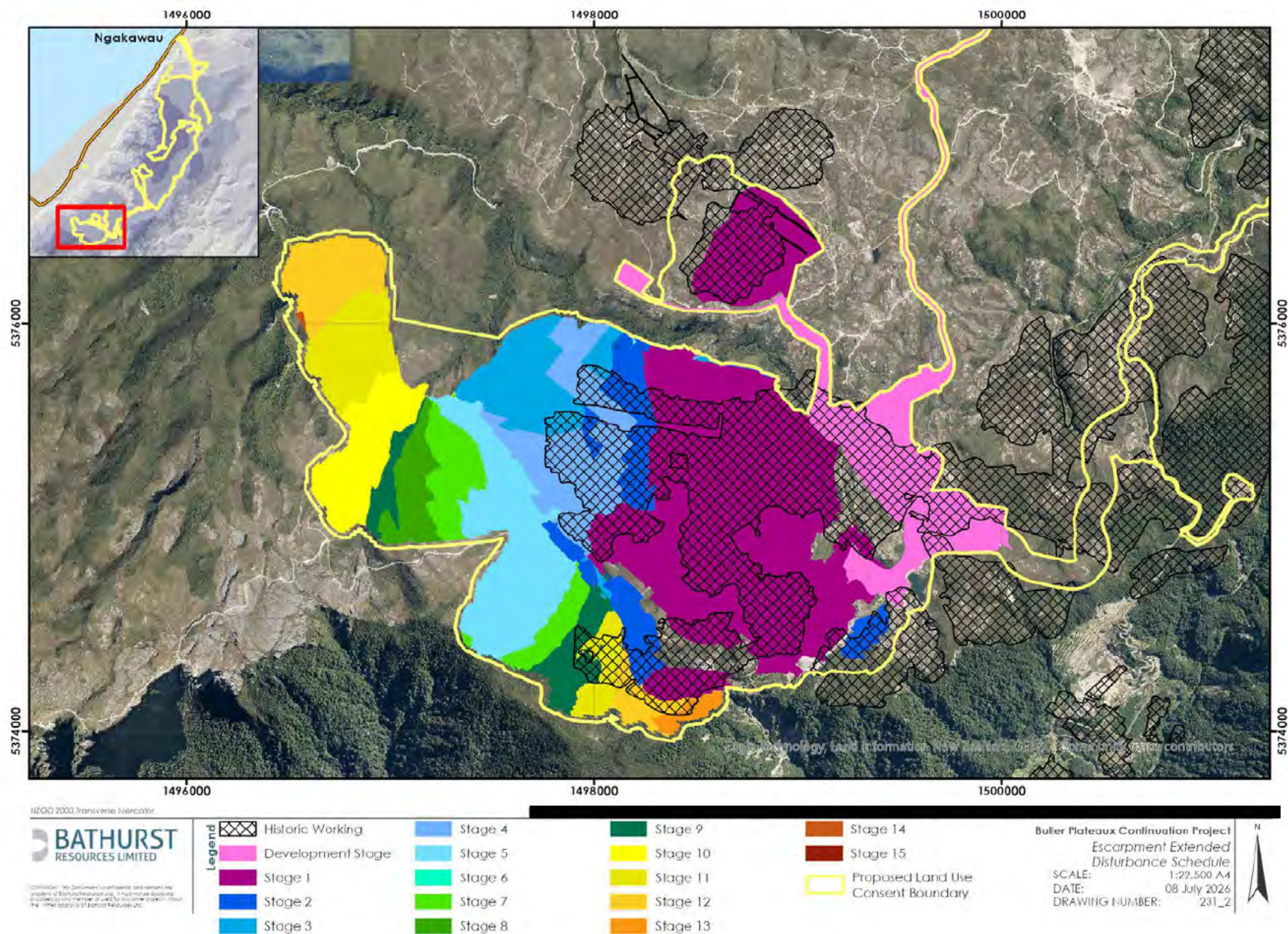
Attachment 6: Residual Effects Management Area



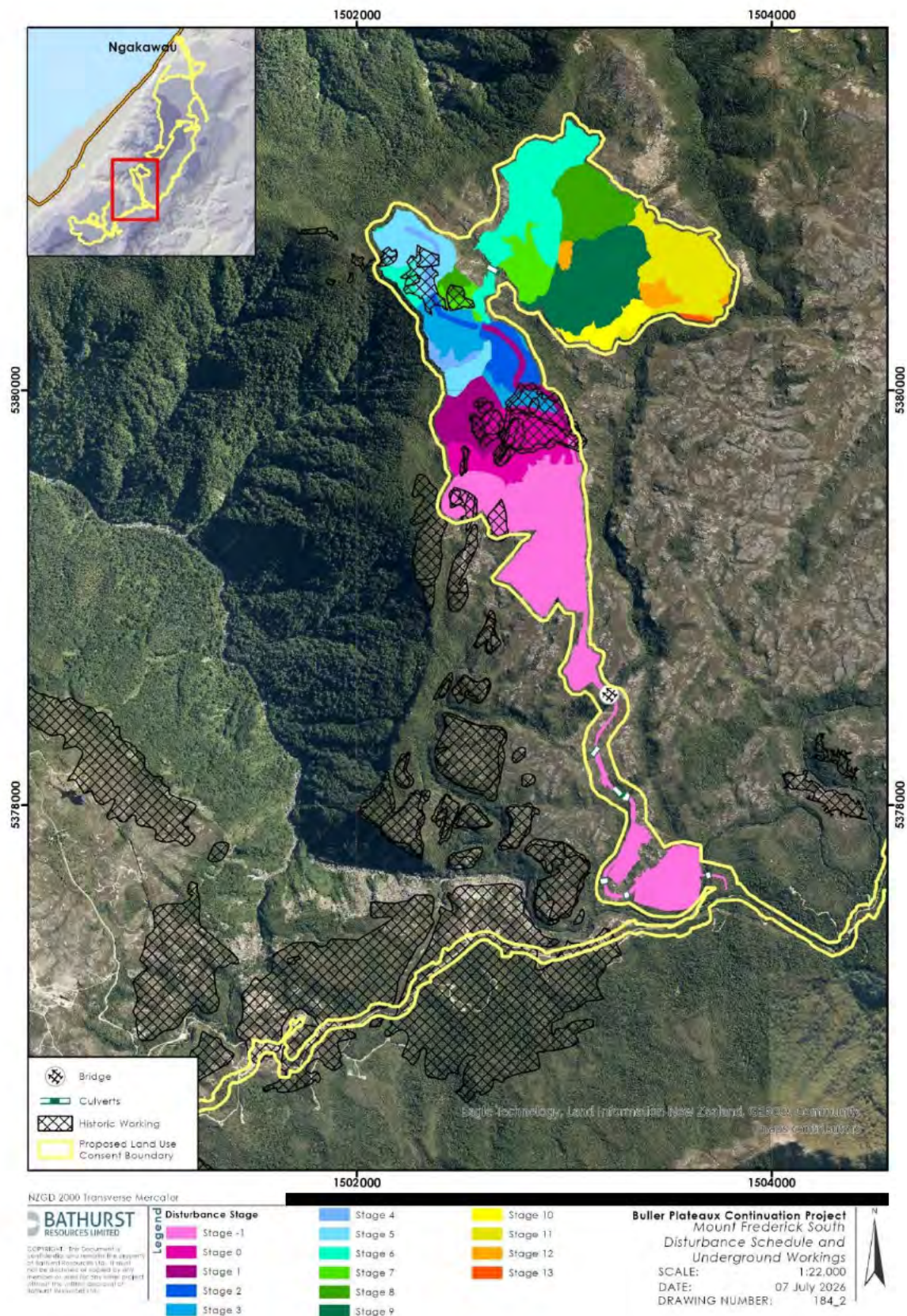
Attachment 7: Indicative Disturbance Schedule at Stockton



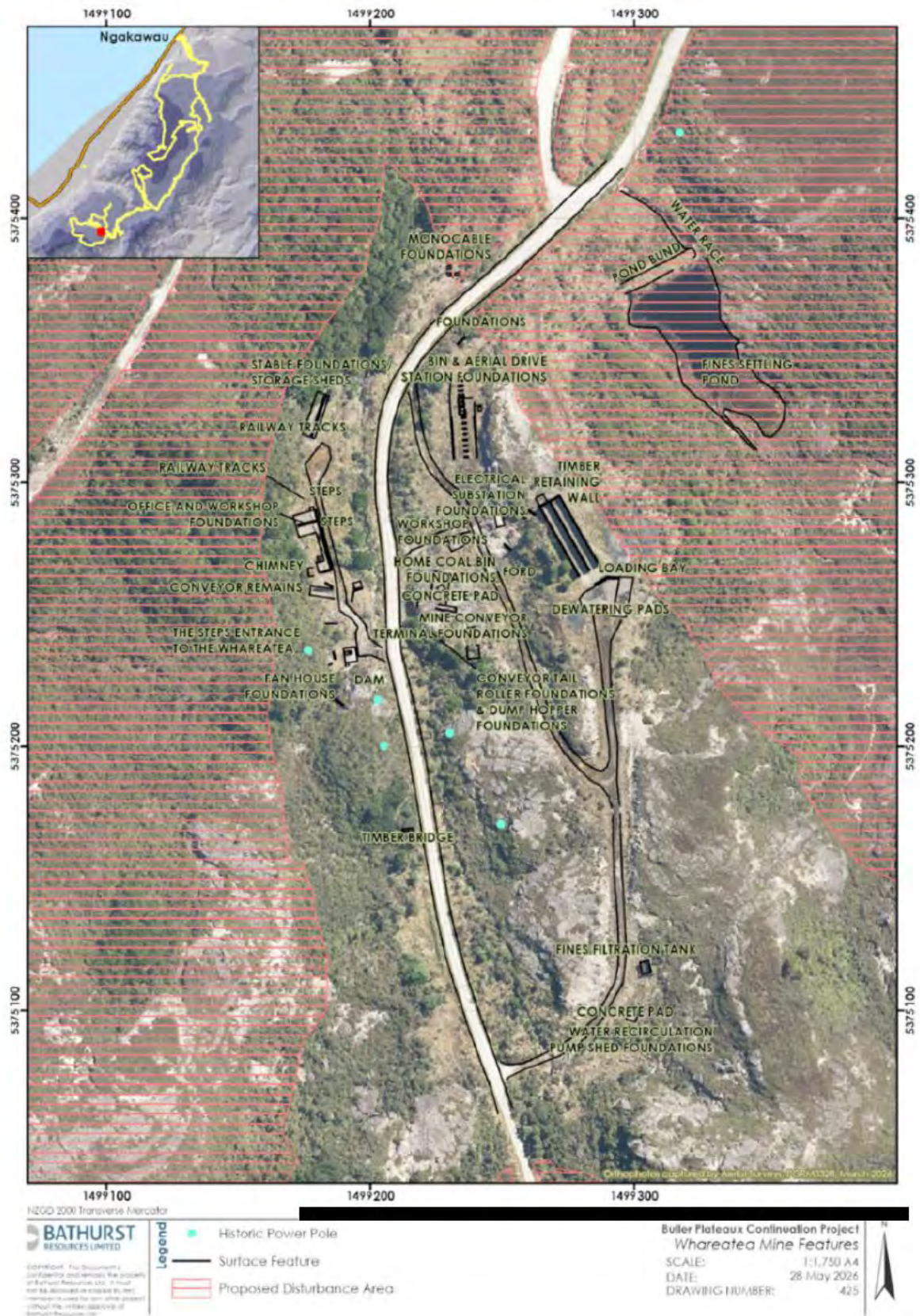
Attachment 8: Indicative Disturbance Schedule at Escarpment Extended



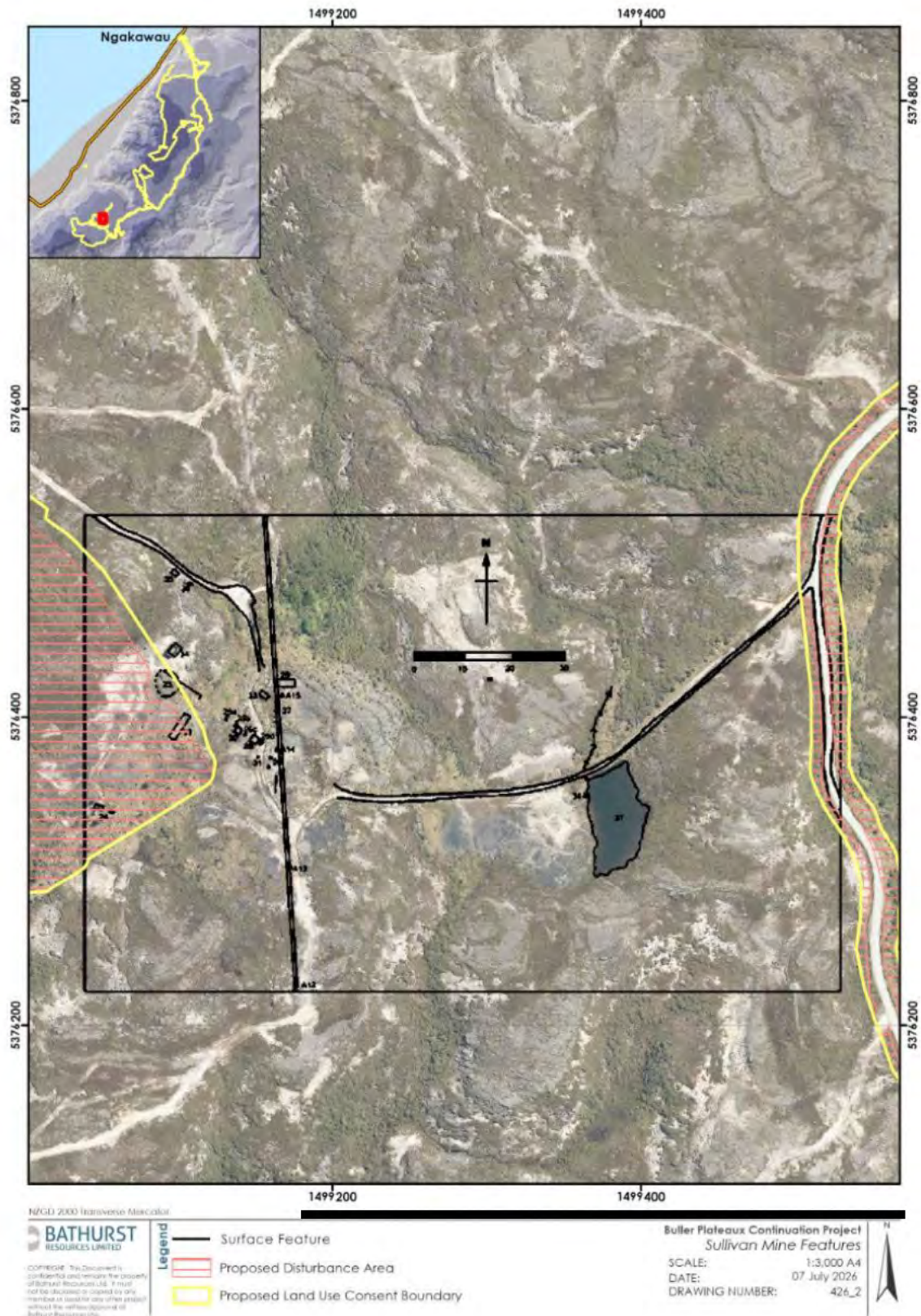
Attachment 9: Indicative Disturbance Schedule at Mount Frederick South



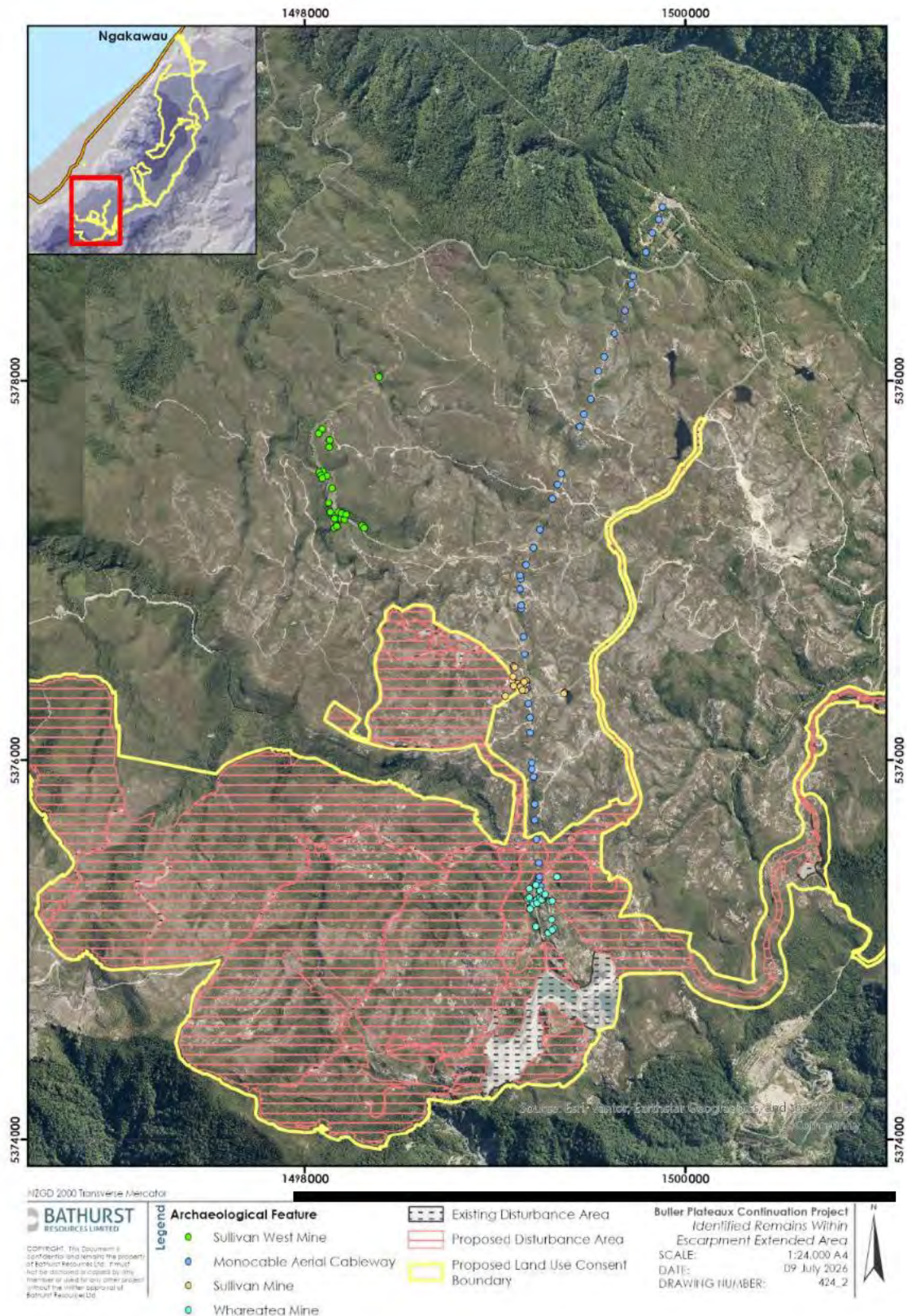
Attachment 10: Whareatea Mine (K29/7) features in relation to the proposed ESE disturbance footprint



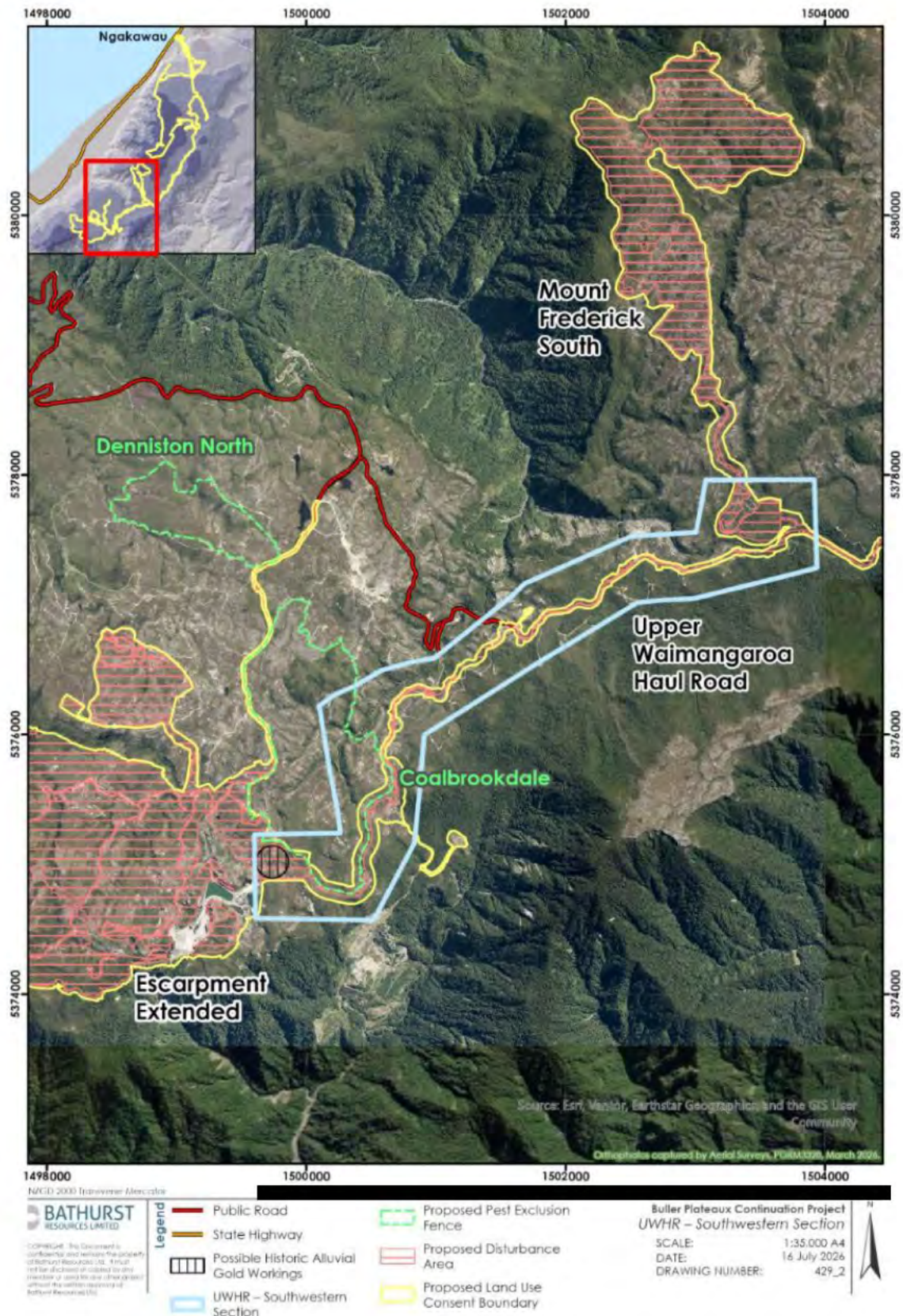
Attachment 11: Overlay of the Sullivan Mine (K29/98) features on the proposed ESE disturbance footprint



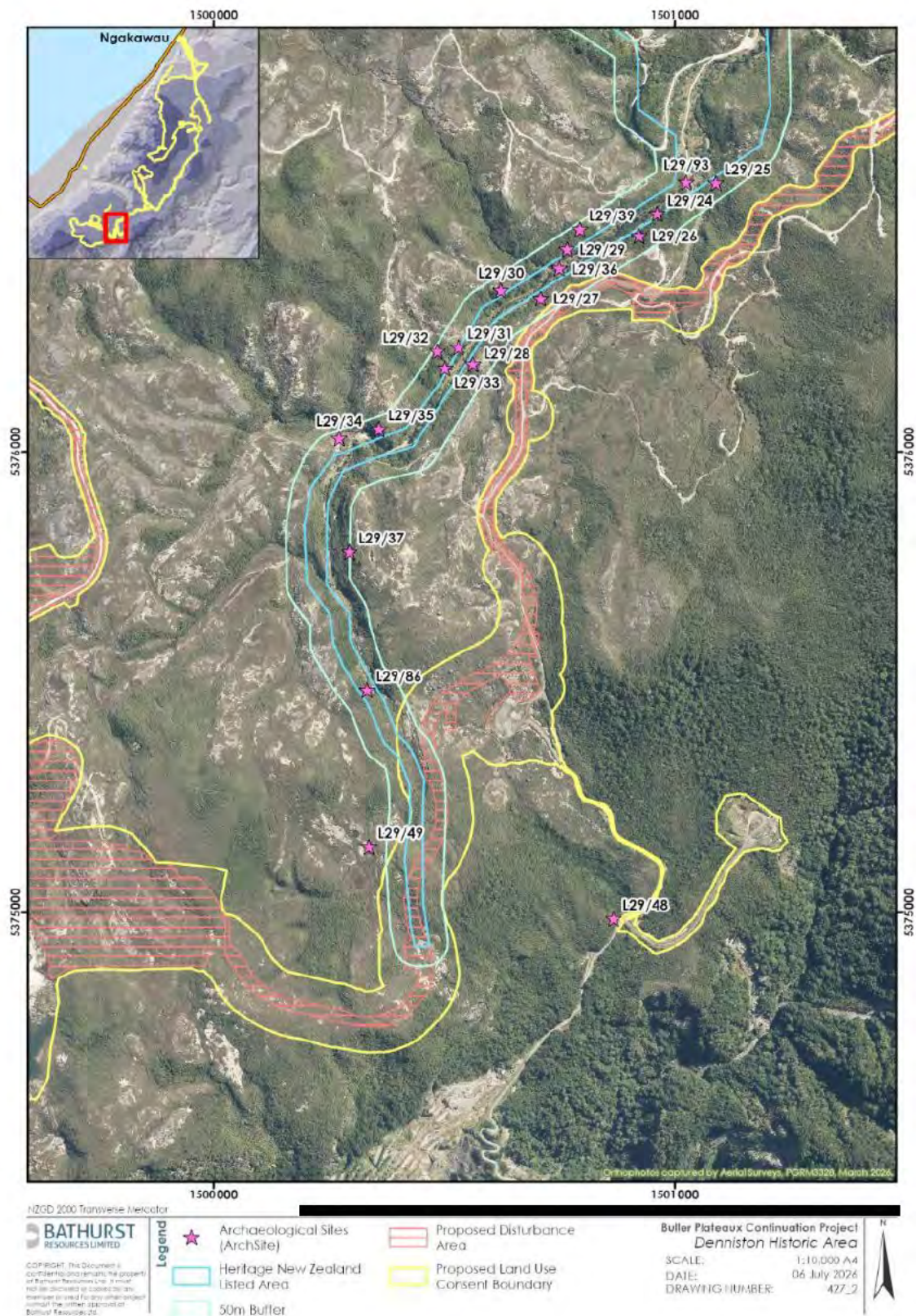
Attachment 12: The Monocable Aerial Cableway (K29/59) (blue dots) and mine features within and in the vicinity of the ESE Project Sub-Area



Attachment 13: UWHR – Southwestern Section (outlined in blue) associated with the Iron Bridge Mine (L29/98), and Denniston Historic Area



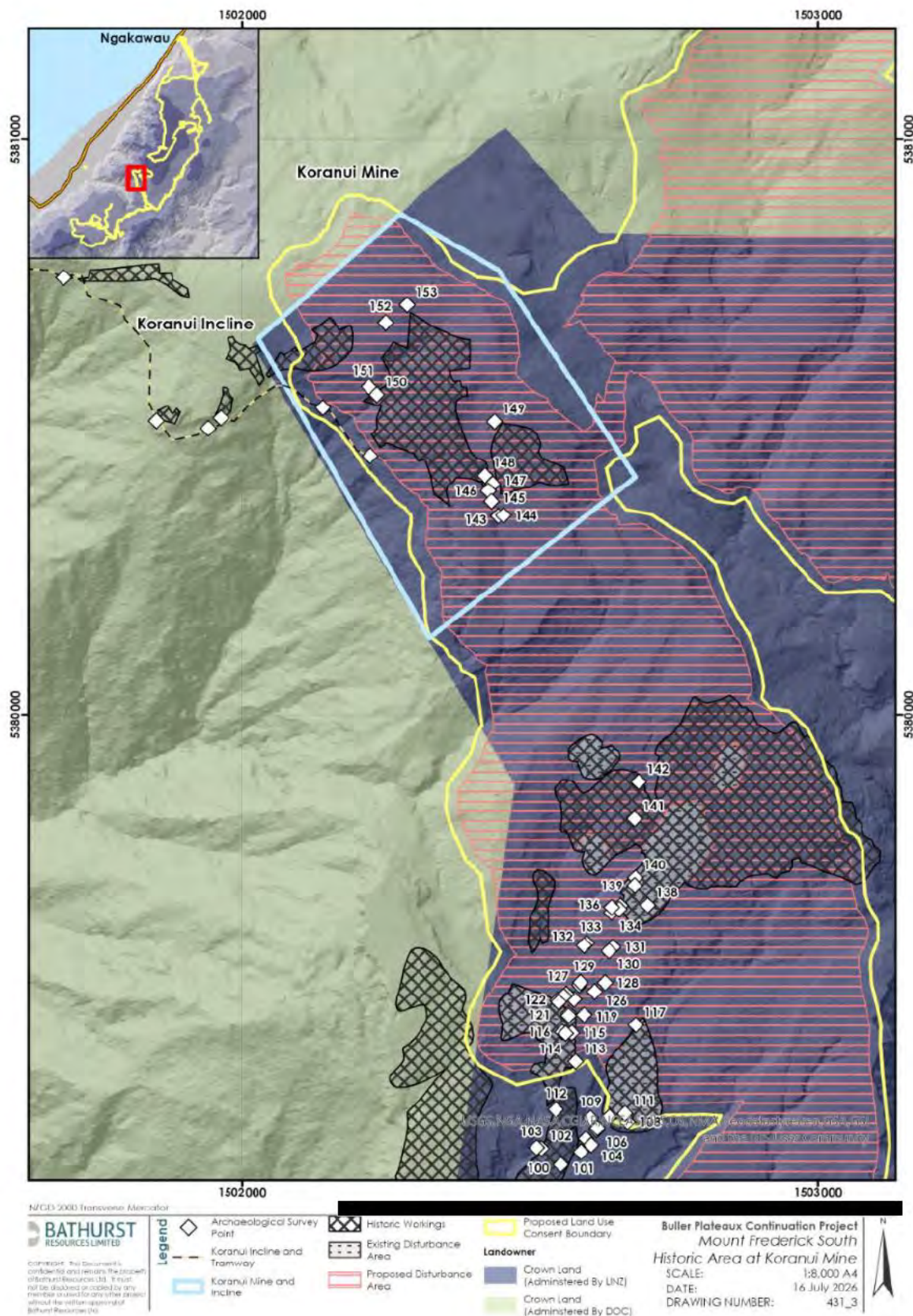
Attachment 14: Location of recorded Archaeological Sites and the Denniston Historic Area in proximity to the UWHR



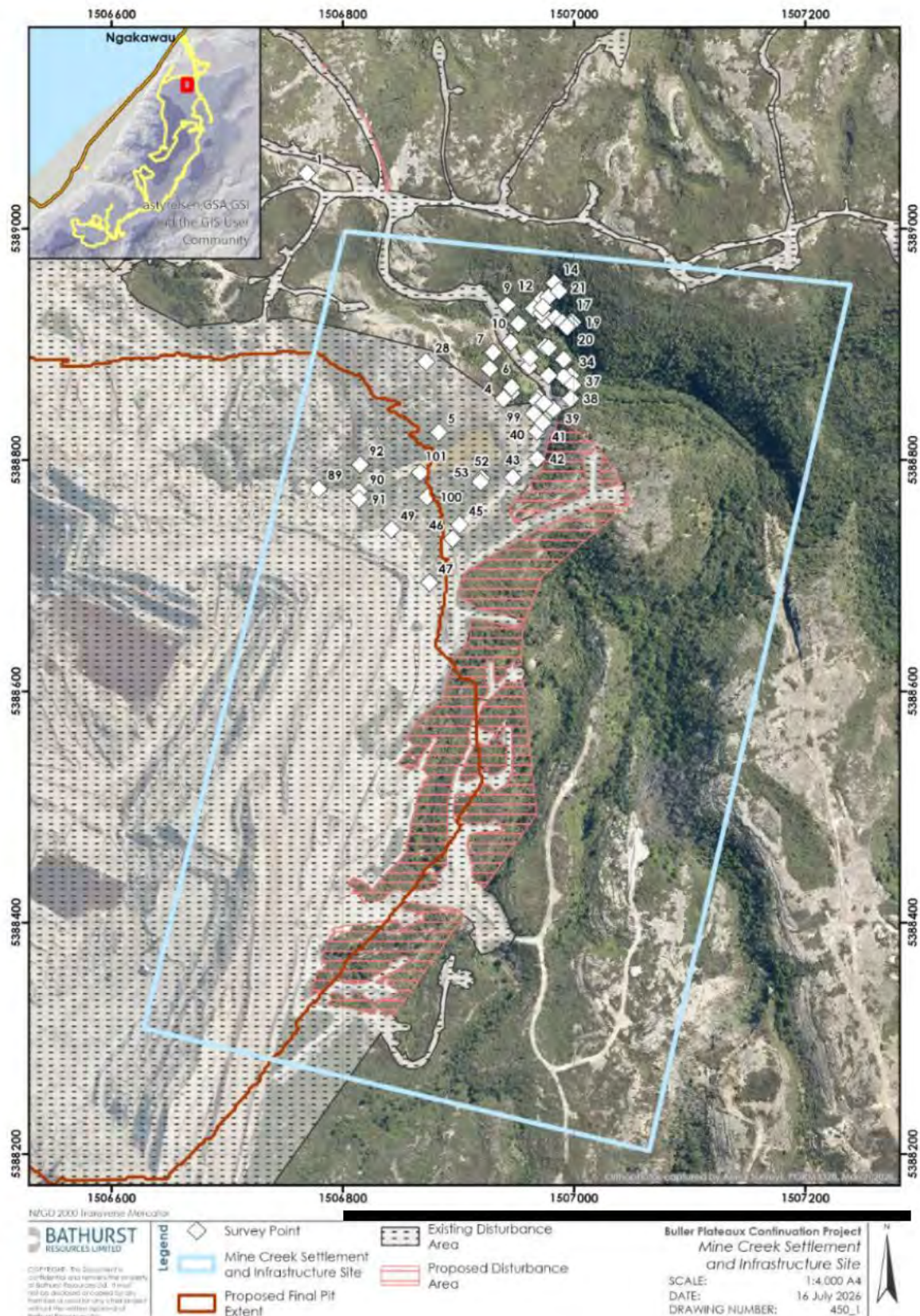
Attachment 15: The location of the Iron Bridge Mine underground workings with remains of the Return Airway (#207), possible Rope Road/Flue (#218), Kiwi Fan House and Compressor (#212), Beggs Outcrop, Cooks Lease Area and historic power poles



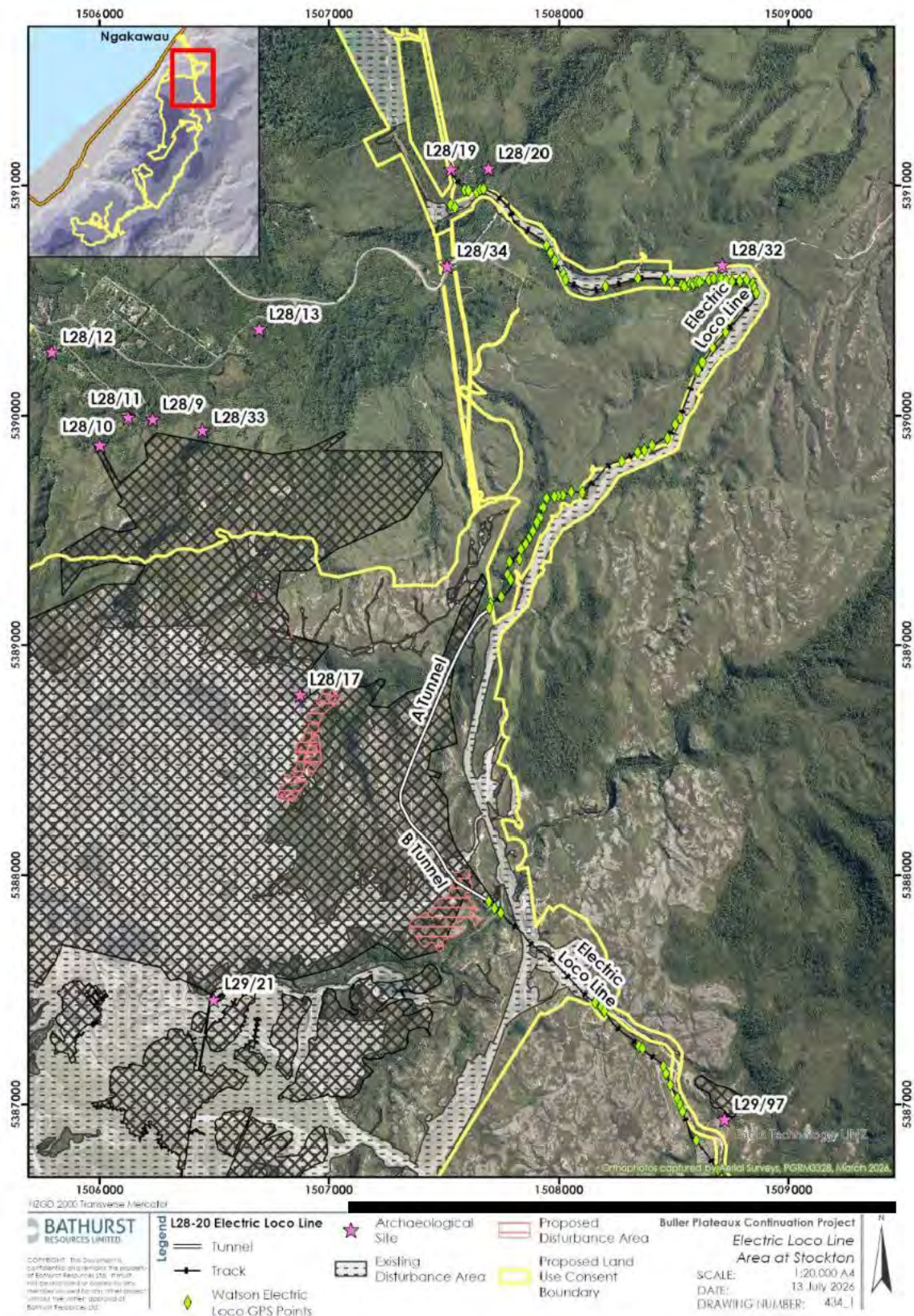
Attachment 16: The Koranui Mine and Incline (L29/14) associated with MFS



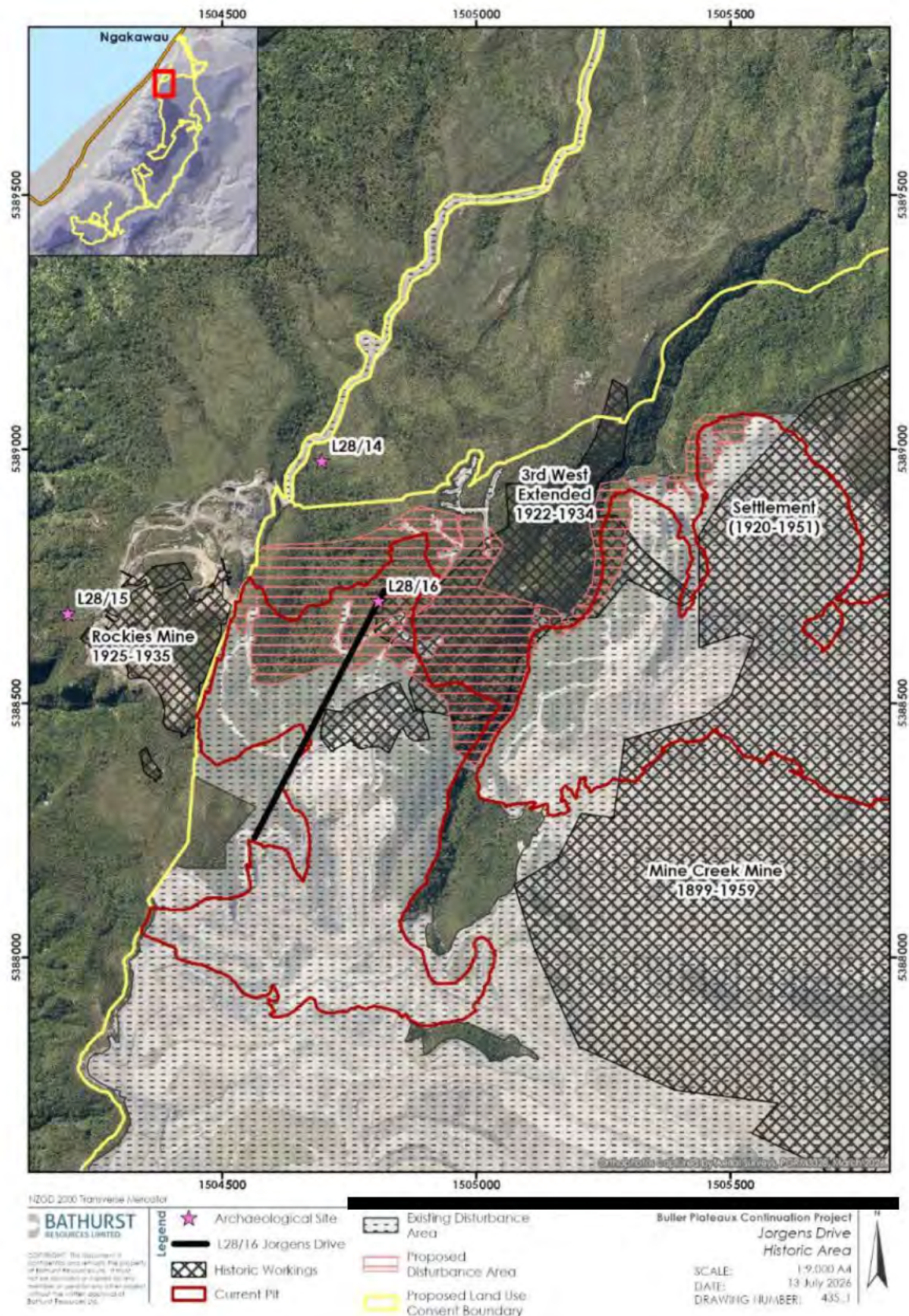
Attachment 17: Mine Creek settlement and infrastructure site at Stockton and the associated recorded heritage features (L28/17)



Attachment 18: Extent of the proposed disturbance at Stockton across the Electric Loco Line – ‘B’ Tunnel and Mine (L28/20) and Mine Creek Settlement (L28/17)



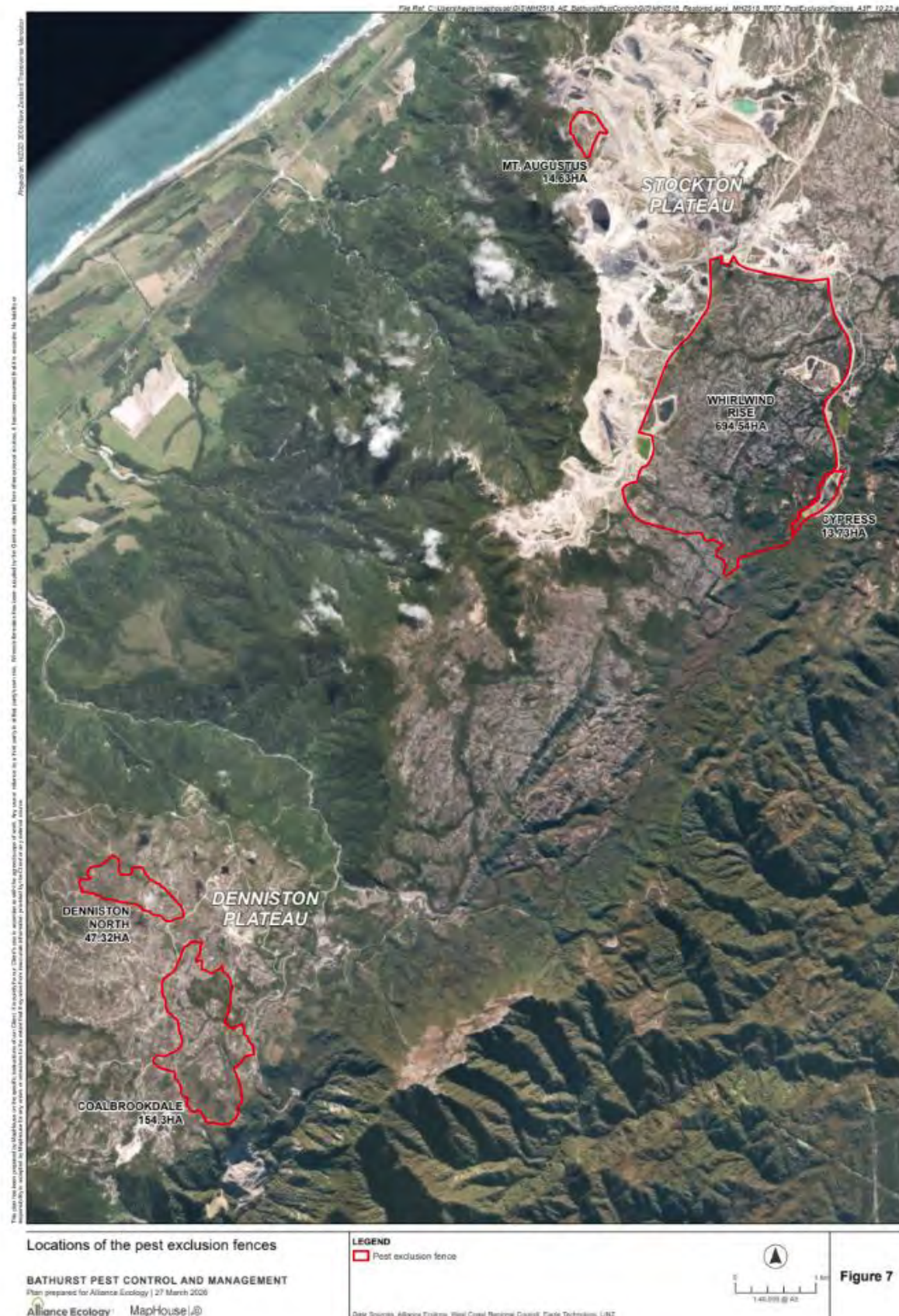
Attachment 19: The location and approximate extent of Jorgen's Drive (L28/16) that will be affected by the proposed disturbance, and the 3rd West Extended Mining Area



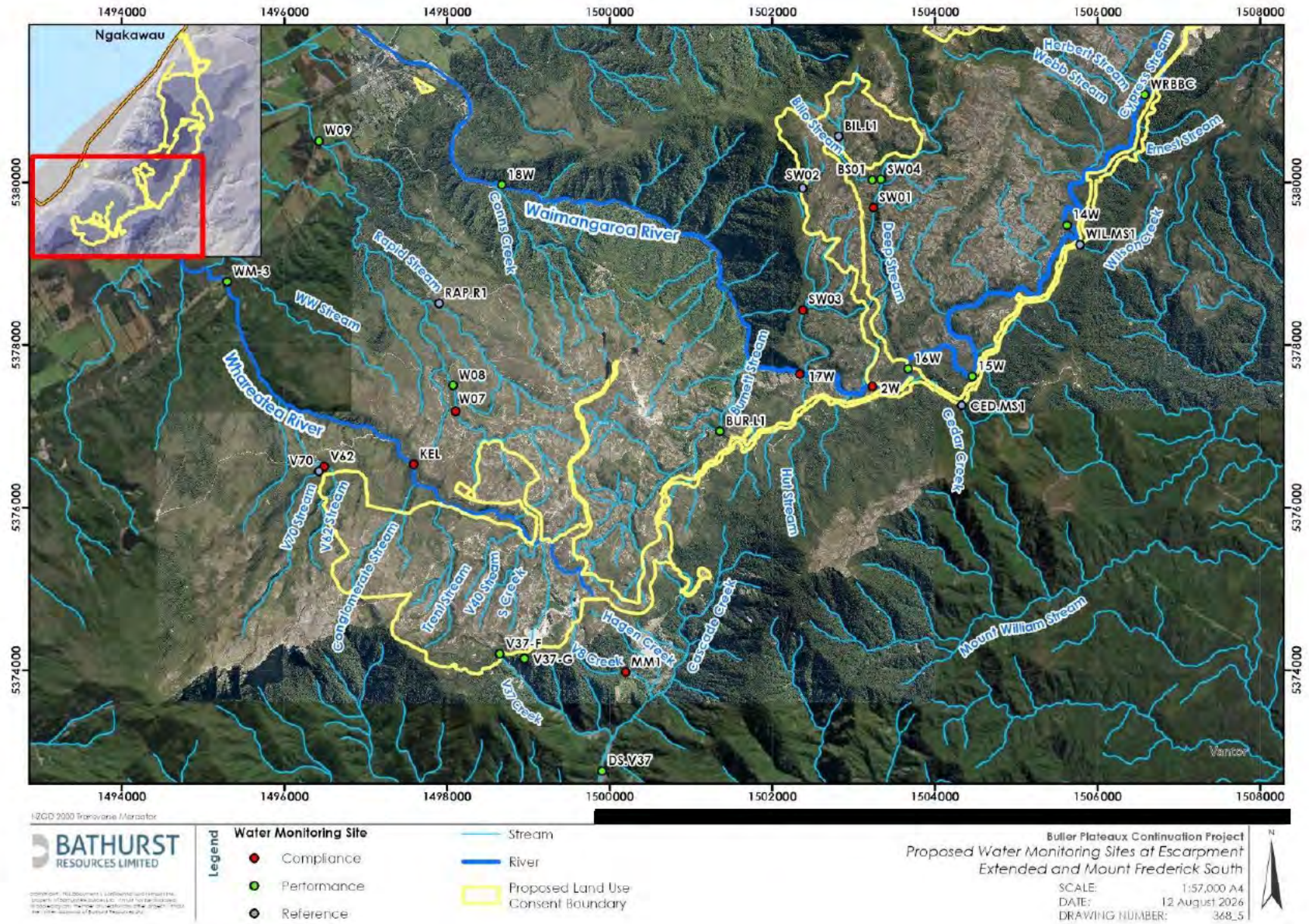
Attachment 20: The location of the recorded features of the Monocable Aerial Cableway (K29/59) located within proximity to the Denniston North Pest Exclusion Fenced Area



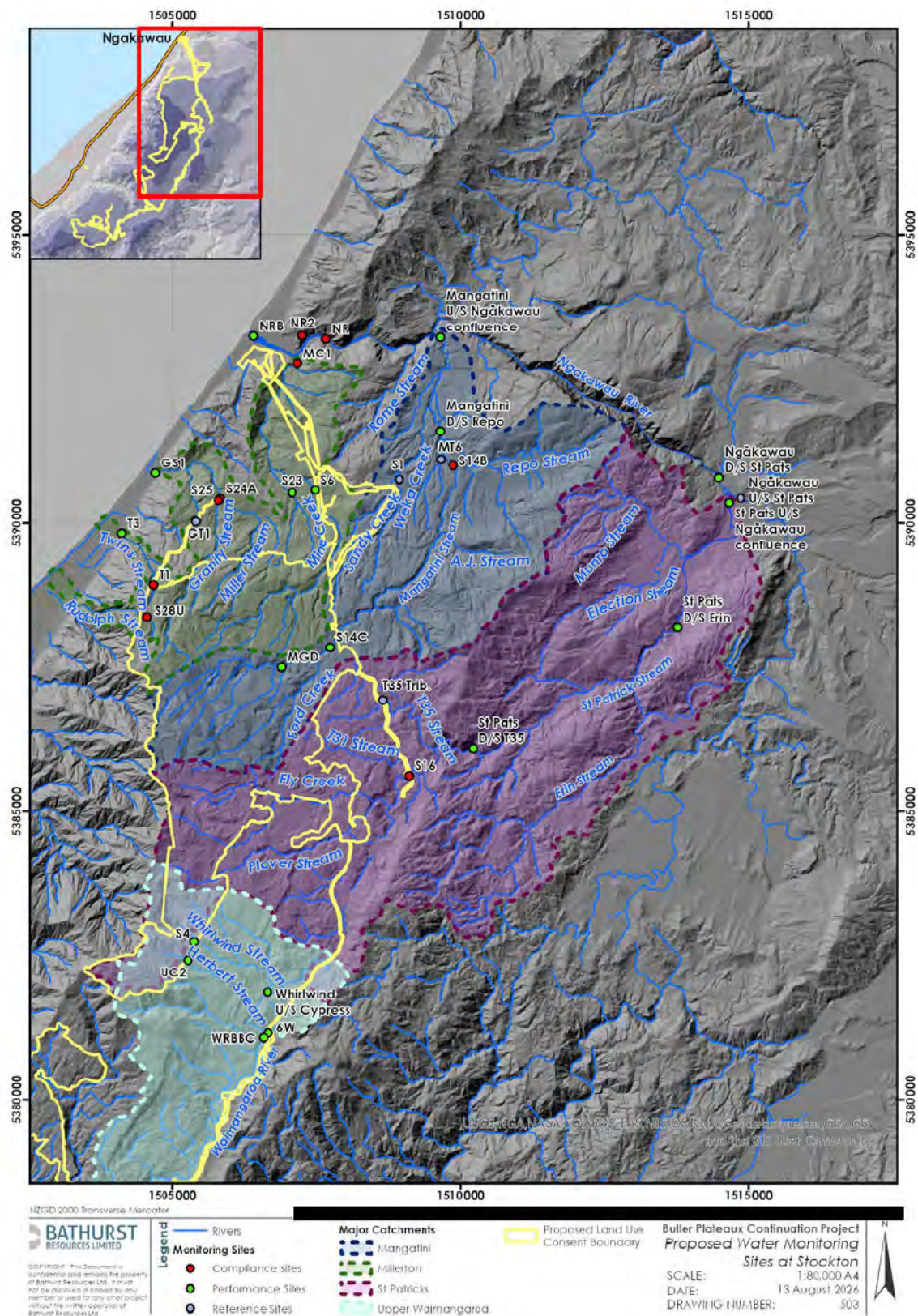
Attachment 21: Location of the proposed Pest Exclusion Fenced Areas



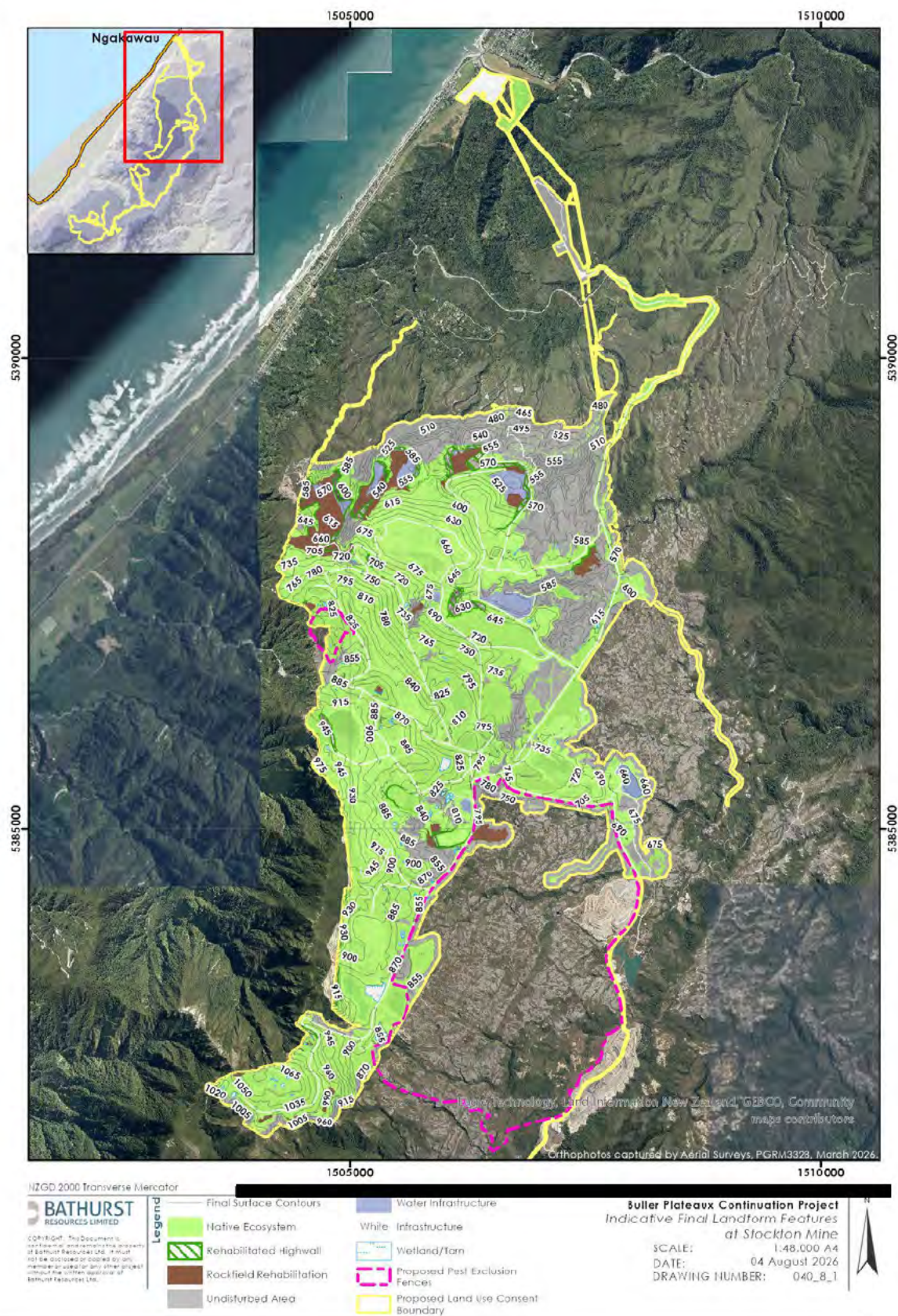
Attachment 22: Water and aquatic ecology monitoring locations for the ESE, MFS and UWHR Project Sub-Areas



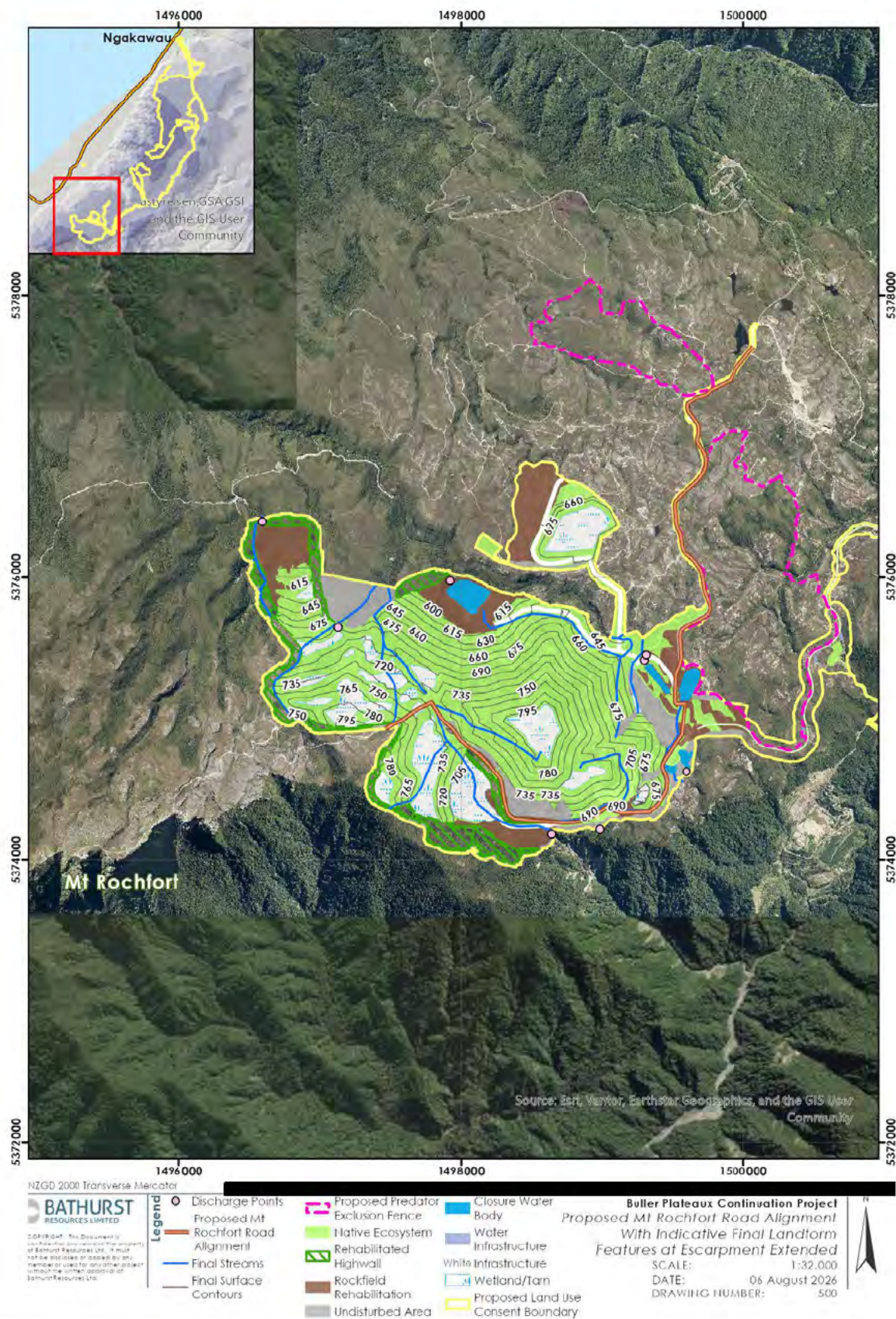
Attachment 23: Water and aquatic ecology monitoring locations for the Stockton Project Sub-Area



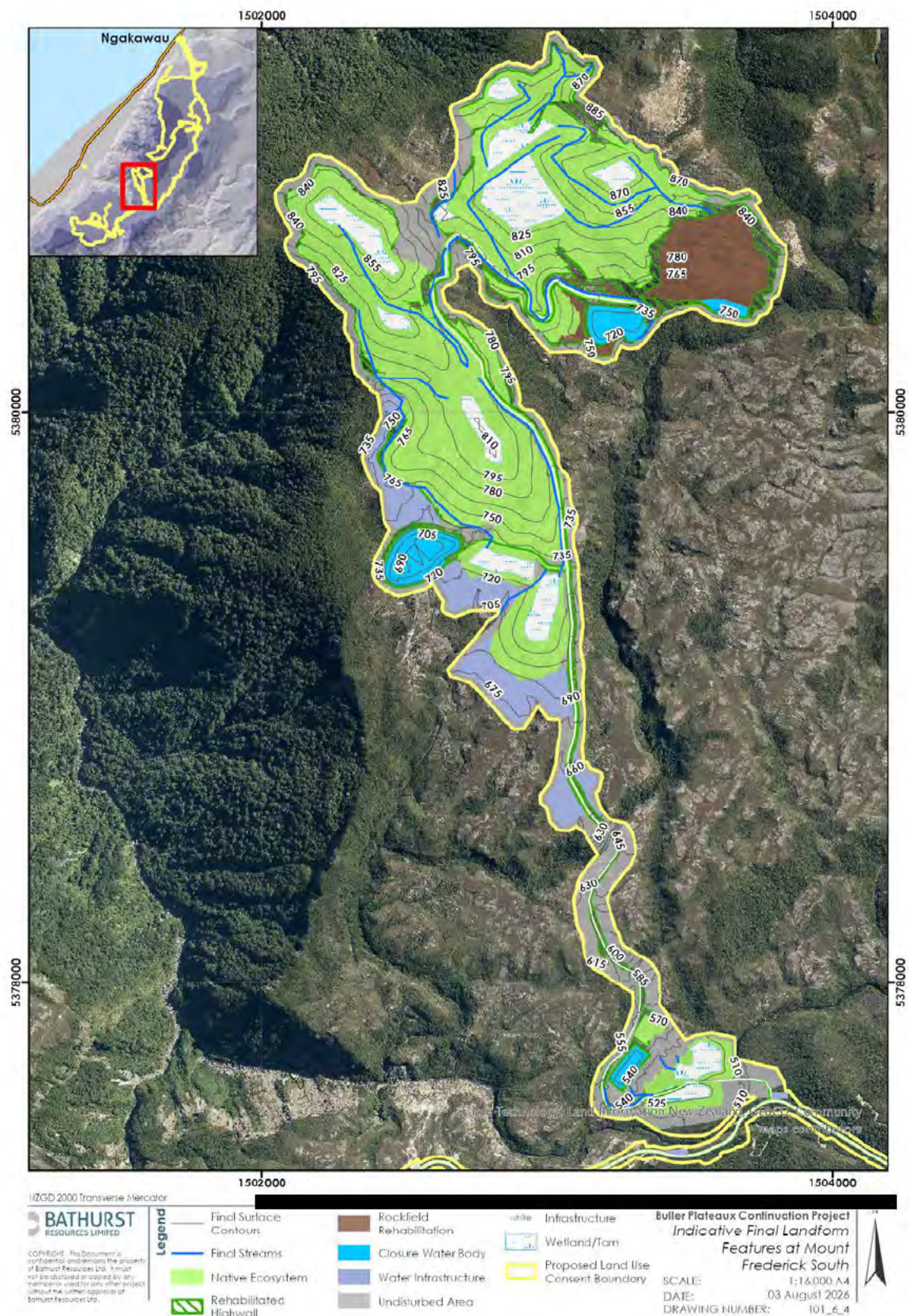
Attachment 24: Indicative Final Landform Features at Stockton Project Sub-Area



Attachment 25: Indicative Final Landform Features at the Escarpment Extended Project Sub-Area



Attachment 26: Indicative Final Landform Features at Mount Frederick South Project Sub-Area



SCHEDULE A: Draft Deed of Trust – Buller Plateaux Trust

Deed of Trust
Buller Plateaux Trust

BATHURST RESOURCES LIMITED

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DATE

SETTLOR

BATHURST RESOURCES LIMITED (company number 4382538)

BACKGROUND

- A. The Settlor together with its subsidiary companies, Buller Coal Limited (company number 1534436) and BT Mining Limited (company number 6110867) (**Group**), has made a fast-track application under the Fast-track Approvals Act 2024 for the Project. The Project application includes certain long-term offsetting and compensation arrangements for which the Group wishes to make suitable provision.
- B. The Settlor wishes to establish the Trust to pursue the Objects set out in this Deed.
- C. The Initial Trustee will act as sole trustee until the Trustees have been appointed in accordance with the provisions of Schedule 1.
- D. The Settlor has paid an amount of \$1.00 to the Initial Trustee. The Trust Fund will comprise this initial \$1.00 and any other money or property later paid to or transferred to the Initial Trustee and/or to the Trustees with the direction that it be held on the trusts of this Trust.
- E. The Settlor and the Initial Trustee are entering into this Deed for the purpose of constituting the Trust, specifying its Objects, and providing for its control, governance and regulation.
- F. The Trust is intended to be registered under the Charities Act 2005, and to be incorporated under the Charitable Trusts Act 1957.

THIS DEED DECLARES:

1. Definitions and Interpretation

- 1.1 In this Deed the following terms will, where the context permits, have the following meanings:

Annual Report has the meaning given to that term in clause 14.5;

Appointed Trustee has the meaning given to that term in clause 3(b)(i) of Schedule 1;

Auditor-General means the person appointed as the Controller and Auditor-General pursuant to section 7 of the Public Audit Act 2001;

Board means a board of the Trustees incorporated under Part 2 of the Charitable Trusts Act 1957 and, for the avoidance of doubt, means the Trustees acting together prior to incorporation of the Board;

Board Member means each Trustee (except the Initial Trustee) acting as a member of the Board;

Buller Plateaux means the areas generally known as the Buller Plateau and the Denniston Plateau on the West Coast;

Chairperson means the chairperson of the Board, being a person holding that role pursuant to Schedule 1;

Conflict Transaction has the meaning given to that term in clause 11.1;

Conflicted Trustee has the meaning given to that term in clause 11.2;

Deed means this trust deed (including the Schedules) as it may be amended from time to time;

Delivery means the completion of the Project works;

Determining Person has the meaning given to that term in clause 9.3;

Distribution means the amount of the Trust Fund that the Board determines should be distributed to a registered charity, including:

- (a) when the distribution is to be paid;
- (b) whether the distribution is to be paid in one lump sum or in instalments;
- (c) if the distribution is to be paid in instalments, when those instalments are to be paid and the amount of each instalment; and
- (d) whether the distribution is to be in any other form;

Initial Trustee has the meaning given to that term in clause 2 of Schedule 1;

Investments Policy means the policy agreed by the Board from time to time to determine the acceptable classes of investment of Trust Funds available to the Board;

Donations Policy means the policy agreed by the Board from time to time to determine the acceptability of donations to the Board;

Objects of the Trust has the meaning given to that term in clause 4;

Panel has the meaning given to that term in clause 4(a) of Schedule 1;

Pests and Predators means any plant or animal generally understood to be a threat to a native species of flora and/or fauna, including (respectively):

- (a) noxious weeds, vines, brambles, wilding pines and other exotic and/or invasive plant species; and
- (b) all introduced mammals including possums;

Predator Exclusion Areas means those areas required by approvals granted for the Project and established by the Settlor that are intended to remain free of all Pests and Predators in perpetuity (pursuant to the Settlor's obligations under various consents and approvals relating to the Project), and any other predator control areas generally as shown on the plan attached as Schedule 3;

Project means the Buller Plateaux Continuation Project to enable economically sustainable coal mining operations to continue beyond the end of the useful life of the Stockton Mine, forecast to be around July 2027;

Property means all property (whether real or personal) and includes choses in action, rights, interests, cash and any assets held wholly or partially in digital or virtual form;

Secretary means the chief executive officer (by whatever title) or other such person (if any) appointed or employed by the Board to manage the affairs of the Trust in accordance with the directions of the Board;

Special Trust Adviser has the meaning given to that term in clause 9 of Schedule 1;

Tangata Whenua Trustee has the meaning given to that term in clause 4 of Schedule 1;

Trust means the trust known as the Buller Plateaux Trust that has been created by this Deed and includes the Trust Fund;

Trust Fund means all Property held by the Board from time to time;

Trustee means any of the Initial Trustee, an Appointed Trustee or the Tangata Whenua Trustee (but does not include a Special Trust Adviser), and **Trustees** means all the trustees of the Trust at any time;

West Coast means the part of the South Island of New Zealand that generally lies within the area bounded by the Southern Alps (to the East), Kahurangi National Park (to the North) and Mount Aspiring National Park (to the South); and

Working Day means a day other than a Saturday or a Sunday on which banks are open for general business in Westport.

1.2 In this Deed, except where the context requires or the Deed states otherwise:

- (a) headings are for ease of reference only and will not be deemed to form any part of the context or affect the interpretation of this Deed;
- (b) expressions defined in the main body of this Deed bear the defined meanings in the whole of this Deed including the Background and the Schedules;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) the singular includes the plural and vice versa;
- (e) *written or in writing* means any form of reproducing words in a tangible and permanently visible record, and includes any transmission by email;
- (f) a *party* includes a reference to that party's lawful executors, administrators, successors and permitted assigns, and (where the context permits) that party's employees, contractors, subcontractors and representatives, and *parties* means all parties to this Deed;
- (g) the decision of any person made in relation to this Deed, or the exercise of any discretion by any person, requires that person to act reasonably;
- (h) references in this Deed to a requirement for the Trustees to obtain consent or approval will imply that such consent or approval will be given or refused at the consentor's sole discretion, and such consent and approval will only be valid if given in writing;

- (i) a reference to a *person* is deemed to include:
 - (i) individuals, companies, corporations, bodies corporate, firms, partnerships, joint ventures, incorporated and unincorporated associations, organisations, trusts, states or agencies of state, government departments and local and municipal authorities, in each case whether or not having separate legal personality;
 - (ii) the person's lawful executors, administrators, successors, and permitted substitutes (including persons taking by novation) and assigns; and
 - (iii) the person's employees, agents, contractors and subcontractors;
- (j) each person entitled to cast a vote in accordance with any term of this Deed may only exercise one vote;
- (k) a reference to:
 - (i) a *clause* or a *Schedule* is a reference to a clause or a Schedule respectively of this Deed;
 - (ii) a statute is to a New Zealand statute and includes all regulations, orders, bylaws, codes, notices and fact sheets made under or pursuant to such a statute and includes references to all amendments to that statute whether by subsequent statute or statute passed in substitution for the statute;
 - (iii) *law* is to New Zealand law and includes all applicable statutes;
 - (iv) a document or agreement (including this Deed) is to that document or agreement as varied, novated, ratified or replaced from time to time;
 - (v) *dollars* is to New Zealand currency;
 - (vi) an agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;
 - (vii) an event includes any act, omission, transaction or other occurrence; and
 - (viii) a *month*, a *year* or a *financial year* is to a calendar month, a calendar year or a 12 month period (or part thereof) beginning on 1 July in one year and ending on 30 June in the next year, respectively;
- (l) the meaning of general words is not limited by specific examples introduced by the words *including*, *for example* or similar expressions; and
- (m) if there is any ambiguity or inconsistency between a provision in this Deed and any document referred to in this Deed, this Deed will prevail.

2. Direction and acknowledgement of trust

- 2.1 The Settlor directs, and the Initial Trustee acknowledges that s/he has been directed, to hold the Trust Fund upon the trusts and with the powers set out in this Deed.
-

- 2.2 Following registration as a Board pursuant to Part 2 of the Charitable Trusts Act 1957, the Trust Fund will be held by the Board upon the trusts and with the powers set out in this Deed.

3. Name of trust

The Trust is to be known as the **Buller Plateaux Trust**, but the Settlor may amend or change the name of the Trust by deed, at any time and for any reason.

4. Objects of trust

The Settlor declares that the Trust is a trust for charitable purposes for the benefit of the general population of the West Coast and of New Zealand, and directs the Trust Fund to be applied and used exclusively by the Board for the following purposes (**Objects**):

- 4.1 as the Settlor relinquishes control of a Predator Exclusion Area, to undertake and be responsible for actions to ensure the delivery of offsetting and compensation actions associated with the Project including the ongoing:

- (a) repair and maintenance of that Predator Exclusion Area; and
- (b) control and eradication of Pests and Predators in and around that Predator Exclusion Area,

with the intention to take all necessary actions to keep each Predator Exclusion Area free from all Pests and Predators and ensure compliance with the ongoing conditions of the relevant approvals issued for the Project;

- 4.2 after the Settlor has completed its mining operations, to undertake and be responsible for the ongoing control and eradication of Pests and Predators in and around: **[drafting note: pending final approval requirements]**

- (a) the Blackburn pakihi of approximately 1,000 hectares; and
- (b) the Buller Plateaux,

with the intention to return the flora and fauna of these areas to their native state, for the future benefit of the local communities; **[drafting note: pending final approval requirements]**

- 4.3 from time to time, as may be appropriate, to establish heritage/recreation/community initiatives across the Buller Plateaux with a focus on the protection and management of its ecology; and

- 4.4 any other charitable purpose as the Board may determine that is related to the natural environment on the Buller Plateaux,

provided that any private benefit conferred on any person (other than a charity) is merely incidental to the Objects.

5. Functions of Board with respect to Distributions

The functions of the Board, with respect to Distributions to one or more registered charities, are:

- 5.1 to determine, at its sole discretion, whether a Distribution is to be made provided such distribution is in furtherance of the Objects; and

- 5.2 to make such Distributions on terms, and subject to such conditions, as the Board (at its sole discretion) may determine.

6. Application of Trust Fund

The Board may pay or apply the Trust Fund only to:

- 6.1 use it (whether in whole or in part) to establish investments (whether short or long term) in accordance with the Investments Policy;
- 6.2 make Distributions in accordance with clause 5; and
- 6.3 meet the reasonable expenses of the Trust in pursuit of the Objects.

7. Donations

- 7.1 All Property donated to the Board:
 - (a) must comply with the Donations Policy; and
 - (b) must form part of the Trust Fund.
- 7.2 The Board must not accept any Property subject to any condition that is inconsistent with the achievement of one or more of the Objects.

8. Powers and discretions of Board

- 8.1 The Board will have the necessary powers and discretions to deal with the Trust to give effect to the Objects as if the Board were the beneficial owner of the Trust, subject only to any limitations of law and the operation of this Deed.
- 8.2 Without prejudice to the generality of clause 8.1, the Board has the powers set out in Schedule 2 and may, in its discretion, exercise any one or more of those powers in pursuit of the administration of the Trust.

9. Pecuniary profit, benefits and advantages

- 9.1 A recipient of a Distribution is the only person entitled to benefit from the Trust, except that (and in each case, subject to clause 9.3):
 - (a) each Trustee is entitled to be paid reasonable fees for their services as a Trustee up to a maximum level determined from time to time by the Settlor;
 - (b) each Trustee is entitled to be reimbursed for all reasonable costs, charges and expenses properly incurred by the Trustee in connection with the affairs of the Trust;
 - (c) the Board may pay reasonable and proper remuneration to any person (including a Trustee) in return for services actually rendered to the Trust; and
 - (d) a Trustee may retain any remuneration properly payable to the Trustee by any person with whom the Trust is in any way concerned or involved and for which the Trustee has
-

acted in any capacity whatsoever, even though the Trustee's connection with that person is in any way attributable to the Trustee's connection with the Trust.

- 9.2 The Board, in determining all reimbursements, remuneration and charges payable to any person in terms of this Deed, must ensure that the restrictions imposed by clause 9.3 are strictly observed.
- 9.3 Notwithstanding anything to the contrary in this Deed, no remuneration or benefit or advantage (regardless of whether it is convertible into money) or income of any of the kinds referred to in section CW 42(8) of the Income Tax Act 2007 will be paid or afforded to or received or gained or achieved or derived by any person (**Determining Person**) if the Determining Person is a person who has some control over the business carried on by, or for, or for the benefit of the Trust as described in sections CW 42(1)(c) and CW 42 (5) to (7) of the Income Tax Act 2007.
- 9.4 A person who, in the course of and as part of the carrying on of his or her business of a professional public practice, renders professional services to the Trust, will not, by reason only of his or her rendering professional services to the Trust, be in breach of clause 9.3.

10. Number, appointment, retirement, payment and proceedings of Board

- 10.1 The provisions of this Deed dealing with the number, appointment, payment and cessation of Trustees are set out in Schedule 1.
- 10.2 The provisions relating to meetings of the Board are set out in Schedule 3 which, for the avoidance of doubt, will also apply to any meetings of Trustees held prior to incorporation of the Board.

11. Interested Trustees

- 11.1 A Conflict Transaction exists for a Trustee when:

- (a) the Trustee has been, is, becomes or intends to become associated (whether as director or otherwise in a private capacity or as trustee of another trust) with any person with whom the Trustee is transacting or dealing with in his or her capacity as Trustee;
- (b) the interest or duty of the Trustee in any particular matter conflicts or might conflict with his or her duty to the Trust; or
- (c) the Trustee is transacting or dealing as Trustee with himself or herself in another capacity,

(**Conflict Transaction**).

- 11.2 When a possible Conflict Transaction exists for a Trustee, and there is at the time more than one Trustee:

- (a) the Trustee for whom the actual or potential Conflict Transaction exists, or might exist, must declare the nature of the conflict, or the potential conflict, at a meeting of the Board irrespective of the size or degree of proximity of the interest to matters of Trust business, or whether the interest is of a financial or non-financial nature;
- (b) the Chairperson will rule whether or not a Conflict Transaction actually exists for the Trustee;

- (c) if the Chairperson rules that a Conflict Transaction actually exists for the Trustee (**Conflicted Trustee**), then subject only to clause 11.3 the Conflicted Trustee must not take part in any deliberations or proceedings, including voting or other decision making, that relates directly or indirectly with the Conflict Transaction, and the clauses in Schedule 2 will be deemed to be varied accordingly; and
 - (d) if the Conflicted Trustee contravenes either of subclauses (a) or (c), the Conflicted Trustee will not be included in the meeting quorum, and his or her vote or other decision will be null and void, and the clauses in Schedule 3 will be deemed to be varied accordingly.
- 11.3 When a Conflict Transaction is being discussed at a meeting, the Chairperson may request the Conflicted Trustee to be present during some or all of the discussions. The Conflicted Trustee's involvement in such discussions will be at the sole and absolute discretion of the Chairperson except that the Conflicted Trustee must not participate in voting or other decision making.
- 11.4 The Chairperson may require a Conflicted Trustee to leave the meeting for the duration of the business of the Conflict Transaction and, if requested, the Conflicted Trustee must leave the meeting.
- 11.5 If the Conflicted Trustee is the Chairperson, the Deputy Chairperson will assume the role of Chairperson in respect of the business of the Conflict Transaction.

12. Execution of documents

- 12.1 The Trustees will provide a common seal for the Board's use that will be retained by the Secretary unless otherwise directed by the Board.
- 12.2 The common seal may only be used with the prior authority of the Board.
- 12.3 Every deed requiring execution on behalf of the Trust must be signed by affixing the common seal in the presence of any two Trustees, which need not otherwise be witnessed. The use of the common seal will be sufficient evidence of the right to affix the common seal to a document, and no person dealing with the Trustees or the Board will be bound to inquire as to the authority under which a document is sealed and in whose presence.
- 12.4 The Secretary will ensure that:
- (a) a register is kept in which is recorded details of every deed that has been executed on behalf of the Board; and
 - (b) the register must be available at all reasonable times for inspection by any Trustee or by the Settlor.

13. Limitation of liability and indemnity

- 13.1 Every Trustee and former Trustee, including the Initial Trustee from the date of his or her retirement in accordance with clause 2 of Schedule 1:
- (a) is absolutely indemnified out of the Trust Fund for all liabilities incurred by him or her in the exercise or attempted exercise of any trust, power, authority, or discretion vested in the Trustee; and

- (b) has a lien on the Trust Fund to secure this indemnity.
- 13.2 For the avoidance of doubt, the Initial Trustee agrees to unconditionally novate all rights, powers, duties and obligations to the Trustees on the date of the Initial Trustee's retirement in accordance with clause 2 of Schedule 1.
- 13.3 No Trustee will be liable for any loss unless that loss is attributable to that Trustee's own dishonesty, wilful misconduct, or gross negligence.
- 13.4 No Trustee is bound to take proceedings against any other Trustee for any breach or alleged breach of trust committed by that Trustee. No person enforcing any liability entered into or incurred by the Board will have recourse to any property belonging to any one or more of the Trustees which does not form part of the Trust Fund.
- 13.5 Notwithstanding the provisions of sections 29 or 30 of the Trusts Act 2019 and the likelihood that the Trustees will from time to time include persons whose profession, employment or business is or includes acting as a trustee or investing money on behalf of others, the care, diligence and skill to be exercised by the Trustees in exercising any power of investment is not that required of such persons by section 30 but is at all times the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.
- 13.6 Except in the case of dishonesty, wilful misconduct, or gross negligence by a Trustee or of an act known by a Trustee to be in breach of trust, the Trustees will have no liability to any person in respect of the investment of the Trust Fund including in respect of any loss of income or capital suffered by the Trust Fund.
- 13.7 The indemnities for, and limitations of, liability of the Trustees contained in this clause 13 and implied in this Deed extend and apply to any person acting as an employee or authorised representative of a Trustee to the intent that that person have no additional liability over and above that which the person would incur if they were a trustee of the Trust.

14. **Accounts and audit**

- 14.1 The Board must open and maintain one or more bank accounts that are operated within New Zealand with a bank that is registered in New Zealand and must ensure that all transactions related to each such bank account are authorised by not less than two authorised signatories. An authorised signatory is a natural person (who need not be a Trustee) approved from time to time by, and is accountable to, the Board.
- 14.2 The Board must ensure that accurate, up to date financial records of the Trust and the Trust's operations are maintained at all times.
- 14.3 The financial records must present the Trust's receipts, credits, payments, costs, assets, liabilities and all other necessary or appropriate matters in a manner that shows the true state and condition of the financial affairs of the Trust at any point in time.
- 14.4 The Board must ensure that financial statements for the Trust are prepared at least annually for each financial year, and otherwise as the Board may determine, by a chartered accountant (including by a firm of chartered accountants) appointed by the Board for the purpose.
- 14.5 The Board must prepare an annual report in relation to each financial year (**Annual Report**). The Annual Report will consist of the following:
- (a) the financial statements of the Trust for the most recently completed financial year,

prepared in accordance with clause 14.4;

- (b) the certificate prepared by the Auditor-General in accordance with clause 14.7.
 - (c) a report, in writing, from the Chairperson outlining the activities of the Trust throughout the period covered by the financial statements, including but in no way limited to:
 - (i) the amount of each Distribution made by the Board;
 - (ii) any commitment made concerning any future, or potential future, Distribution;
 - (iii) the names of the Trustees who have acted in that capacity throughout the period; and
 - (iv) the number of meetings of the Board held during the period; and
 - (d) any other matter or report which the Board considers to be in the best interests of ensuring full transparency and disclosure.
- 14.6 The Board must ensure that the annual financial statements of the Trust are audited by the Auditor-General.
- 14.7 In addition to any requirement of law or agreement, a certificate evidencing completion of an audit must be prepared by the Auditor-General and must note any limitations of the audit (if any) and any matter(s) concerning the Trust to which the Trustees should turn their minds.
- 14.8 The financial records and annual financial statements will be kept at the nominated office of the Trust, or at such other place as the Board thinks fit, and must be available at all reasonable times for inspection by any Trustee or by the Settlor. The Settlor, with prior notice to the Board, may release any such information to the public or to any interested person.
- 14.9 Notwithstanding clause 14.6, the Board will permit the Settlor to conduct any inspection or audit of the operations and management of the Trust as the Settlor may from time to time require.
- 14.10 The Annual Report must be available from the office of the Trust and on the Trust's online media (if any). The Board may otherwise publish a summary of the Annual Report in whatever form and via whatever medium it chooses.
- 14.11 If the Board chooses to hold a public meeting it should do so within five months of the end of the financial year to which the Annual Report refers, the purpose being to receive public comment on the Annual Report. The Board will publicise the date of any such meeting via whatever medium it may choose. For the avoidance of doubt, the Board is not required to hold any public meetings.

15. Amendment of trust deed

The Settlor has the power by deed to amend, revoke or add to any of the provisions of this Deed provided that each such amendment, revocation or addition is consistent with one or more of the Objects.

16. **Winding Up**

On the winding up of the Trust for any reason the Board, by unanimous agreement, will pay or apply such of the Trust Fund as then remains to one or more charitable entities that will, in the Board's reasonable opinion, further pursue the Objects. If the Board cannot reach a unanimous agreement, the Trust Fund will be paid or applied as a court may direct.

17. **Counterparts and Signatures**

17.1 This Deed may be executed in any number of counterparts (including by electronic transmission), all of which when taken together will constitute one document and any signatory may execute this Deed by signing any such counterpart.

17.2 For the purposes of Part 4 of the Contract and Commercial Law Act 2017, the Trustees will be bound by the terms of:

(a) this Deed; and

(b) any document contemplated by this Deed that is to be signed by a Trustee,

where the Deed or the document (as the case may be) has been signed electronically by one or more Trustees, and to accept receipt of the electronic signature of any Trustee.

18. **Governing law**

This Trust will be governed by and construed in accordance with the laws of New Zealand, and is subject to the exclusive jurisdiction of the courts of New Zealand.

EXECUTED as a deed and delivered on [date on which obligations are "live"]

Executed for and on behalf of
Bathurst Resources Limited
as Settlor by:

Director/Authorised Signatory

Director/Authorised Signatory

Executed by
[INITIAL TRUSTEE]
in the presence of:

Initial Trustee

Witness signature

Full name

Occupation

Address

Schedule 1 - Appointment of Trustees

1. Interpretation

In this Schedule, and unless the context otherwise requires:

- (a) expressions or terms have the meanings given in the Deed; and
- (b) references to clauses are to clauses in this Schedule.

2. Initial Trustee

The Initial Trustee is the natural person who has been appointed by the Settlor (**Initial Trustee**) who will act as the sole trustee of the Trust until the date of their retirement, being the later of the date that is one month after the date of this Deed, or the date on which at least three Trustees have been appointed in accordance to clause 3.

3. Number of Trustees

- (a) The maximum number of Trustees will be five.
- (b) Subject to clause 4(j), and contemporaneously with the retirement of the Initial Trustee, there will at all times be:
 - (i) three Trustees, being natural persons appointed pursuant to clause 4(a) (**Appointed Trustees**); and
 - (ii) two Trustees, being natural persons appointed pursuant to clause 5(a) (**Tangata Whenua Trustees**).
- (c) On appointment as an Appointed Trustee, or a Tangata Whenua Trustee:
 - (i) no Trustee is expected to be an advocate for any of the persons described in clause 4(c) or Te Rūnanga o Ngāti Waewae;
 - (ii) each Trustee will be expected to exercise his or her discretion in accordance with the skill set each will bring to the Board; and
 - (iii) each Trustee's vote on any matter will be final, and must not be vacated or changed by any person.

4. Appointed Trustee

- (a) The Appointed Trustees will be appointed by a majority vote of an appointments panel to be constituted from time to time, as required (**Panel**).
- (b) Subject to this clause 4 and to clause 7, each Appointed Trustee will be for appointed for a term to be determined by the Panel, at its absolute discretion, provided that the maximum term for any Appointed Trustee will be five years from the date of appointment. The Panel may re-appoint an Appointed Trustee provided the continuous term of appointment as the Appointed Trustee does not exceed three consecutive terms.

- (c) The Panel will consist of three natural persons as follows:
- (i) one person appointed by His Majesty the King in right of New Zealand, acting by and through the Minister of Conservation;
 - (ii) one person appointed by the Buller District Council; and
 - (iii) one person appointed by the West Coast Regional Council.
- For the avoidance of doubt, any successor body to any of the above listed Councils will be entitled to make the same number of appointments to the Panel as the Council(s) it has succeeded so that, at all times, there will be a total of three Panel members.
- (d) Each member of the Panel will have a single vote.
- (e) Each member of the Panel:
- (i) must act independently; and
 - (ii) is not accountable to the person who appointed the Panel member.
- (f) A Panel member will cease to hold office if:
- (i) the Panel member resigns; or
 - (ii) the person who appointed the Panel member makes a replacement appointment to the Panel.
- (g) Other than as set out in the Trust Deed, the Panel may regulate its procedures as it sees fit.
- (h) The Panel may, by majority vote, remove an Appointed Trustee and appoint a replacement Appointed Trustee at any time.
- (i) If an Appointed Trustee ceases to be a Trustee pursuant to clause 7, a new Appointed Trustee must be appointed by the Panel pursuant to this clause 4.
- (j) In the event that a position of an Appointed Trustee is vacant and the Panel is unable to decide on the appointment of an Appointed Trustee, the position of Appointed Trustee will remain vacant until such time as an Appointed Trustee is appointed by the Panel pursuant to this clause 4.
- (k) The Panel may engage an independent facilitator to assist it with the appointment process, should the Panel members consider it necessary. The Trust will pay the reasonable professional fees of any facilitator thus appointed.

5. **Tangata Whenua Trustees**

- (a) The Tangata Whenua Trustees will be appointed by the representatives of the Tangata Whenua of the West Coast Region, namely Te Rūnanga o Ngāti Waewae.
- (b) Subject to this clause 5 and to clause 7, the term of a Tangata Whenua Trustee will be for a term to be determined by Te Rūnanga o Ngāti Waewae, at its absolute discretion, provided that the maximum term for a Tangata Whenua Trustee will be five years from the date of appointment. A Tangata Whenua Trustee may be re-appointed pursuant to

clause 5(a) provided the continuous term of appointment as a Tangata Whenua Trustee does not exceed three consecutive terms.

- (c) Te Rūnanga o Ngāti Waewae may, at any time, remove one or more of the Tangata Whenua Trustees by appointing a replacement Tangata Whenua Trustee.
- (d) If a Tangata Whenua Trustee ceases to be a Tangata Whenua Trustee pursuant to clause 7, Te Rūnanga o Ngāti Waewae will appoint a replacement Tangata Whenua Trustee.
- (e) If for any reason Te Rūnanga o Ngāti Waewae is unable or unwilling (as determined by the Settlor at its absolute discretion) to appoint, remove or replace a Tangata Whenua Trustee in terms of clauses 5(a), (c) or (d) respectively, the appointment, removal or replacement of a Tangata Whenua Trustee in terms of clauses 5(a), (c) or (d) respectively will be made by the Settlor.

6. **Payment of Trustees**

The Board will pay the Trustees an annual fee for their services as Trustees at a level determined from time to time by the Settlor.

7. **Cessation of Trusteeship**

A person will cease forthwith to be a Trustee if that Trustee:

- (a) resigns or retires by giving written notice to the Board;
- (b) dies;
- (c) refuses or is unable to act in his or her capacity as a Trustee;
- (d) is a person who is mentally disordered within the meaning of the Mental Health (Compulsory Assessment and Treatment) Act 1992;
- (e) is a person who is subject to a property order made under either of sections 30 or 31 of the Protection of Personal and Property Rights Act 1988;
- (f) is a bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order made under section 299 of the Insolvency Act 2006;
- (g) is a person who has been convicted of any offence punishable by a term of imprisonment of two or more years and who has not completed the sentence that relates to the conviction;
- (h) is a person who is prohibited from being a director of a company under section 151 of the Companies Act 1993;
- (i) is a person who is prohibited from managing a company under section 382 of the Companies Act 1993;
- (j) is a person in respect of whom an order has been made under section 383 of the Companies Act 1993;

- (k) is a disqualified person under section 14 of the Financial Service Providers (Registration and Dispute Resolution) Act 2008;
- (l) is a person who, having applied to be an authorised financial adviser under Part 6/sub-Part 5A of the Financial Markets Conduct Act 2013, has had such an application declined;
- (m) is a disqualified person under section 16 of the Charities Act 2005; or
- (n) is absent from three consecutive scheduled Board meetings without the approval of the Board.

8. **Trustee Eligibility**

A person is not permitted to be a Trustee if one of clauses 7(d) to (n) above applies to that person, or if that person is:

- (a) an elected member of any authority listed in Parts I or II of the Second Schedule to the Local Government Act 2002;
- (b) a Member of Parliament; or
- (c) a full-time permanent employee of either the Buller District Council or the West Coast Regional Council.

9. **Special Trust Adviser**

The Board may, at any time in accordance with sections 74 to 76 of the Trusts Act 2019, and at the sole and absolute discretion of the Board:

- (a) appoint one or more Special Trust Advisers to advise the Board (**Special Trust Adviser**); and
- (b) for a term, and on such conditions, as may be specified by the Board,

provided that no Special Trust Adviser will:

- (c) have a right to vote; or
 - (d) be counted as part of any quorum,
- at any meeting of the Board or a Board committee.

Schedule 2 - Powers of the Board

1. Interpretation

In this Schedule, and unless the context otherwise requires:

- (a) expressions or terms have the meanings given in the Deed; and
- (b) references to clauses are to clauses in the Deed.

2. Powers of the Board

The Board has power in accordance with clause 8:

- (a) to deal with the Trust Fund;
- (b) to accumulate the Trust Fund;
- (c) to apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Board or falling due in future;
- (d) to receive Property by way of fundraising and/or donations consistent with the Donations Policy;
- (e) to invest the whole or any part of the Trust Fund consistent with the Investments Policy;
- (f) to borrow money on terms acceptable to the Board;
- (g) to carry on or form any business, venture or company for the provision of services to achieve the Objects;
- (h) to enter into contracts for the provision of goods or services to achieve the Objects;
- (i) to advertise the Trust and the Objects;
- (j) to obtain incorporation or registration of the Trust and the Board in accordance with any law from time to time in force relating to charitable trusts;
- (k) to appoint, engage, employ and pay for any person (including, where the context permits, any of the Trustees) for any period:
 - (i) as an expert, professional person or entity to advise on or carry out any of the trusts and powers authorised by this Deed;
 - (ii) as an attorney or delegate for any Trustee in New Zealand or elsewhere for all or any of the purposes of the Trust;
 - (iii) as a manager or agent for or on behalf of the Board in all or any matters relating to the management and control of the Trust, and any business owned by the Board or in which it is concerned;
 - (iv) as Secretary; or
 - (v) as an employee of the Board in all or any matters relating to the Trust;

- (l) to receive and then act on, or choose not to act on, any opinion, advice or information from a person or entity referred to in subclause (k)(i) of this clause;
- (m) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects;
- (n) subject to clause 9 of the Deed, to pay from the Trust Fund:
 - (i) an agreed annual fee payable to each Trustee for services as a Trustee;
 - (ii) the reimbursement of all reasonable costs and expenses incurred by each Trustee in the course of the discharge, carrying out or exercise of any of their powers and duties; and
 - (iii) a reasonable and proper remuneration to any person (including a Trustee) in return for services actually rendered to the Trust;
- (o) to review the Trust Deed and the operation of the Trust from time to time, and to consult with the Settlor following any such review, including providing the Settlor with any recommendations for change; and
- (p) to review and, if necessary, update the Donations Policy and the Investments Policy to fund the Board's ability to pursue the Objects in perpetuity.

Schedule 3 - Rules Governing Board Meetings

1. Interpretation

In this Schedule, and unless the context otherwise requires:

- (a) expressions or terms have the meanings given in the Deed; and
- (b) references to clauses are to clauses in this Schedule.

2. First rules governing Board meetings

The first rules governing Board meetings are set out in the remainder of this Schedule. The Board may, by majority resolution, agree alternative rules governing future meetings. Subject to the rules in this Schedule and to the Deed, the Board may meet and regulate its meetings as it thinks fit.

3. Quorum and Attendance

- (a) A quorum for meetings of the Board will be three Board Members present at the meeting.
- (b) Subject to subclause (c), if a quorum is not present within 30 minutes of the notified commencement time, the person chairing the meeting will adjourn the meeting to a day and time not less than two days, and not more than one week, from the date of the scheduled meeting. The Board Members present at the reconvened meeting will constitute a quorum for the purposes of the reconvened meeting.
- (c) Where the meeting has been called at the written request of two Trustees pursuant to clause 5(a) and a quorum is not present within 30 minutes of the notified commencement time, the meeting will be abandoned.
- (d) A Board Member will be deemed to be present at a meeting if that Board Member attends in person, or is able to participate remotely such that they can hear, and be heard by, each of the other Board Members that are present.
- (e) A Board Member may not appoint a proxy for Board meetings.

4. Chairperson and Deputy Chairperson

- (a) The Board must appoint a Board Member as Chairperson, and any person so appointed will hold the role of Chairperson for a maximum period of two years. Following the end of a Chairperson's term, a replacement Chairperson will be appointed from the Board Members provided that no Chairperson may be appointed to the role unless that person has served at least two years on the Board, and provided further that no Chairperson can hold the role for more than two years. The Settlor's intention is that each Board Member will have the opportunity to serve as Chairperson on a rotation basis.
- (b) The Board may, but is not required to, appoint a Board Member as Deputy Chairperson, and may decide on the period for which the Deputy Chairperson will hold office.

- (c) The Chairperson (or in the Chairperson's absence the Deputy Chairperson, or in the absence of the Chairperson and the Deputy Chairperson another Board Member elected by the meeting) will chair each Board meeting, but will not have a casting vote.
- (d) The Chairperson, or the Deputy Chairperson, may choose not to chair a Board meeting, in which case another Board Member elected by the meeting must be the chairperson for the meeting, but that chairperson will not have a casting vote.
- (e) At any time the other Board Members may, by unanimous resolution, replace the Deputy Chairperson and/or the Chairperson.
- (f) For the purposes of clause 11 of the Deed, the term "Chairperson" will include the Deputy Chairperson or the chairperson of a meeting appointed under this clause 4, as the context requires.

5. Notice of Meetings

- (a) The Chairperson may, or at the written request of any two Board Members must, summon a meeting of the Board. At least one week's notice of every meeting must be given to every Board Member and must state the place, date and time of the meeting. Any meeting can be held electronically provided that:
 - (i) each Board Member present can hear, and be heard by, all other Board Members present;
 - (ii) each Board Member attending electronically is able to exercise a vote in confidence should the Board Member so request;
 - (iii) if there are costs incurred as a result of the electronic attendance, it has been made clear to the Board Members where those costs will lie; and
 - (iv) where the electronic attendance is interrupted or fails for any reason, the chairperson may, at the chairperson's absolute discretion, continue with the meeting. Should the chairperson so determine, the attendee who has dropped out will be deemed to have left the meeting, provided that this may affect the continued presence of a quorum and may therefore invalidate any subsequent vote.
- (b) The Board Members may, by unanimous agreement, agree to shorten or waive the notice period for a particular meeting.
- (c) No notice will be necessary for a reconvened meeting except to any Board Member who was not present at the scheduled meeting.

6. Decisions

- (a) All questions and matters arising at Board meetings will be decided by majority resolution of the Board Members present at the meeting and entitled to vote.
- (b) A Board Member present and forming part of a quorum at a Board meeting is deemed to have agreed to, and to have voted in favour of, a resolution put to the meeting unless he or she expressly abstains from voting or votes against the resolution at the meeting.
- (c) A resolution in writing signed by all of the Board Members entitled to vote will be as effective as if it had been passed at a meeting. Such a resolution may consist of several

like documents each signed by one or more of the Board Members and may be sent by email attachment.

- (d) Any resolution of the Board may be rescinded or varied from time to time by the Board Members.

7. Minutes

The Board must keep a copy of the minutes of each meeting and of all decisions made at each meeting. The minutes must be kept in hard or soft copy by a person appointed by the Board. Past minutes must be available at all reasonable times for inspection by any Board Member and must be signed (if in hard copy) or electronically marked (if in soft copy) by the chairperson of the meeting at which they are confirmed as being a true and correct record. Minutes so signed or marked will be *prima facie* evidence that the matters referred to in such minutes have been authorised, done or passed by the Board. The decisions recorded in the minutes will be read in conjunction with the Deed and will be binding on all persons interested in the Trust.

8. Interested Trustees and Conflict Transactions

Clause 11 of the Deed governs the instances and consequences of a Trustee for whom a Conflict Transaction exists. If there is a Conflict Transaction, clauses 2 to 8 of this Schedule will be deemed to be varied, and must be read subject to clause 11.2 of the Deed.

SCHEDULE B: Water quality monitoring location, frequency and analytes

Table B-1: ESE, MFS and UWHR Sub-Areas

	MFS						ESE				
	SW01	SW03	2W	17W	16W	BIL.L1 *	KEL	W07	V62	M-M1	V70
<u>Field measurements</u>											
pH	W	W	W	W	W	W	W	W	W	W	W
Temperature	W	W	W	W	W	W	W	W	W	W	W
Electrical conductivity	W	W	W	W	W	W	W	W	W	W	W
Turbidity	W	W	W	W	W	W	W	W	W	W	W
<u>Laboratory measurements</u>											
pH	W	W	W	W	W	W	W	W	W	W	W
Electrical conductivity	W	W	W	W	W	W	W	W	W	W	W
Turbidity	W	W	W	W	W	W	W	W	W	W	W
Dissolved non-purgeable organic carbon	W	W	W	W	W	W	W	W	W	W	W
Sulphate	W	W	W	W	W	W	W	W	W	W	W
Dissolved Al	W	W	W	W	W	W	W	W	W	W	W
Dissolved Cd	W	W	W	W	W	W	W	W	W	W	W
Dissolved Ca	W	W	W	W	W	W	W	W	W	W	W
Dissolved Co	W	W	W	W	W	W	W	W	W	W	W
Dissolved Cu	W	W	W	W	W	W	W	W	W	W	W
Dissolved Fe	W	W	W	W	W	W	W	W	W	W	W
Dissolved Mg	W	W	W	W	W	W	W	W	W	W	W
Dissolved Mn	W	W	W	W	W	W	W	W	W	W	W
Dissolved Ni	W	W	W	W	W	W	W	W	W	W	W
Dissolved Zn	W	W	W	W	W	W	W	W	W	W	W
Nitrate-N	W	W	W	W	W	W	W	W	W	W	W
Nitrite-N	W	W	W	W	W	W	W	W	W	W	W
Ammoniacal-N	W	W	W	W	W	W	W	W	W	W	W
* BIL.L1 later replaced by SW02, as described in condition MONG.											
W = Weekly frequency, as described in condition WAT1.											

Table B-2: Stockton Sub-Area

	Compliance sites								Performance sites					Reference sites **				
	NR2	S14B	S16	MC1	S24A	S25	T1	S28U	NRB	MGD	S4	UC2	S14C *	MT6	GT1	T35trib	S1	Ngakawau U/S St Pats
Field measurements																		
pH	D	D	D	W	M	M	W	W	D	W	M	M	D	M	M	M	M	M
Temperature	W	W	W	M	M	M	W	W	W	X	M	M	W	M	M	M	M	M
Electrical conductivity	W	W	W	W	M	M	W	W	D	W	M	M	W	M	M	M	M	M
Turbidity	D	D	D	D	D	D	W	W	D	W	M	M	D	M	M	M	M	M
Laboratory measurements																		
pH	D	D	D	W	M	M	W	W	D	W	M	M	D	M	M	M	M	M
Electrical conductivity	W	W	W	W	M	M	W	W	D	W	M	M	W	M	M	M	M	M
Turbidity	D	D	D	D	D	D	W	W	D	W	M	M	D	M	M	M	M	M
Dissolved non-purgeable organic carbon	W	X	X	X	X	X	X	X	W	X	X	X	X	M	M	M	M	M
Sulphate	W	W	W	W	M	M	W	W	W	W	M	M	W	M	M	M	M	M
Dissolved Al	D	D	D	W	M	M	W	W	D	W	M	M	D	M	M	M	M	M
Dissolved Cd	W	X	X	X	X	X	X	X	W	X	X	X	X	M	M	M	M	M
Dissolved Ca	W	X	X	X	X	X	X	X	W	X	X	X	X	M	M	M	M	M
Dissolved Co	W	X	X	X	X	X	X	X	W	X	X	X	X	M	M	M	M	M
Dissolved Cu	W	X	X	X	X	X	X	X	W	X	X	X	X	M	M	M	M	M
Dissolved Cr	W	X	X	X	X	X	X	X	W	X	X	X	X	M	M	M	M	M
Dissolved Fe	W	W	W	W	M	M	W	W	W	X	M	M	W	M	M	M	M	M
Dissolved Mg	W	X	X	X	X	X	X	X	W	X	X	X	X	M	M	M	M	M
Dissolved Mn	W	X	X	X	X	X	X	X	W	X	X	X	X	M	M	M	M	M
Dissolved Ni	W	X	X	X	X	X	X	X	W	X	X	X	X	M	M	M	M	M
Dissolved Zn	W	W	W	W	M	M	W	W	W	W	M	M	W	M	M	M	M	M
Nitrate-N	W	W	W	M	M	M	W	W	W	X	M	M	W	M	M	M	M	M
Nitrite-N	W	W	W	M	M	M	W	W	W	X	M	M	W	M	M	M	M	M
Ammoniacal-N	W	W	W	M	M	M	W	W	W	X	M	M	W	M	M	M	M	M

red text indicates the analytical result informs compliance assessment with a water quality limit specified in the conditions of this Approval.

D = Daily frequency, as described in condition WAT1.

W = Weekly frequency, as described in condition WAT1.

M = Monthly frequency, as described in condition WAT1.

A = Annual frequency, as described in condition WAT1.

X = not required to be analysed

* Monitoring at site S14C initially aligns with that at site S14B but is subject to cessation in accordance with condition MON18.

** Reference sites sampling frequency and suite of analytes is subject to change in accordance with condition MON29.

SCHEDULE C: ESE, MFS and UWHR Sub-Areas: calculations for site-specific chronic and acute receiving water quality compliance criteria

Table C-1: Algorithms to calculate the site-specific chronic and acute receiving water quality compliance criteria with toxicity modifying factors incorporated

Application	Guideline Value (µg/L)	TMF range
Dissolved Aluminium Guideline Values (µg/L)		
	Chronic Aluminium GV	
95% LoP. pH ≤ 6.5	500	pH: ≤ 6.5
95% LoP. pH > 6.5	$\exp(0.645 \times \ln(\text{DOC}) + 2.255 \times \ln(\text{Hardness}) + 1.995 \times \text{pH} + (-0.284 \times \ln(\text{Hardness}) \times \text{pH}) - 9.898)$	pH: 6.5-8.7 Hardness: 10-430 mg/L DOC: 0.08-12.3 mg/L
90% LoP	95% LoP / 0.79	
80% LoP	95% LoP / 0.58	
Dissolved Copper Guideline Values (µg/L)		
	Chronic Cu GV	
95% LoP	$\text{DGV}_{0.5} \times (\text{DOC}/0.5)^{0.697}$ where $\text{DGV}_{0.5} = 0.73$	pH: 6.0-8.5 Hardness: 35-400 mg/L DOC: 0.1-20 mg/L
90% LoP	$\text{DGV}_{0.5} \times (\text{DOC}/0.5)^{0.697}$ where $\text{DGV}_{0.5} = 0.89$	
80% LoP	$\text{DGV}_{0.5} \times (\text{DOC}/0.5)^{0.697}$ where $\text{DGV}_{0.5} = 1.4$	
	Acute Cu GV	
95% LoP	$\exp(-6.6 + 0.78 \times \text{pH} + 0.58 \times \ln(\text{Hardness}) + 0.70 \times \ln(\text{DOC}))$	pH: 6.0-8.8 Hardness: 35-898 mg/L DOC: 0.1-30 mg/L
90% LoP	$\exp(-6.3 + 0.78 \times \text{pH} + 0.58 \times \ln(\text{Hardness}) + 0.70 \times \ln(\text{DOC}))$	
80% LoP	$\exp(-5.8 + 0.78 \times \text{pH} + 0.58 \times \ln(\text{Hardness}) + 0.70 \times \ln(\text{DOC}))$	
Dissolved Iron Guideline Values (µg/L)		
All LoP	500	All conditions
Dissolved Zinc Guideline values (µg/L)		
	Chronic Zn GV	
95% LoP	$\exp(0.947 \times \ln(\text{Hardness}) - 0.815 \times \text{pH} + 0.398 \times \ln(\text{DOC}) + 4.63)$	pH: 5.7-8.1 Hardness: 15-399 mg/L DOC: 0.3-22.9 mg/L
90% LoP	95% LoP / 0.62	
80% LoP	95% LoP / 0.35	
	Acute Zn GV	
95% LoP	$\exp(2.5 - 0.12 \times \text{pH} + 0.6 \times \ln(\text{Hardness}) + 0.13 \times \ln(\text{DOC}))$	pH: 5.4-8.5 Hardness: 14-826 mg/L DOC: 0.1-22 mg/L
90% LoP	$\exp(2.9 - 0.12 \times \text{pH} + 0.6 \times \ln(\text{Hardness}) + 0.13 \times \ln(\text{DOC}))$	
80% LoP	$\exp(3.4 - 0.12 \times \text{pH} + 0.6 \times \ln(\text{Hardness}) + 0.13 \times \ln(\text{DOC}))$	
	Chronic Co GV	
95% LoP	$\text{Exp}((0.414 \times \ln(\text{hardness}) - 1.285))$	Hardness range: 52-396 mg/L
90% LoP	$\text{Exp}((0.414 \times \ln(\text{hardness}) - 0.427))$	
80% LoP	$\text{Exp}((0.414 \times \ln(\text{hardness}) + 0.557))$	
	Acute Co GV	
95% LoP	95%Chronic CoGV/0.16	Hardness range: 52-396 mg/L
90% LoP	95%Chronic CoGV/0.11	
80% LoP	95%Chronic CoGV/0.062	

Application	Guideline Value (µg/L)	TMF range
	Chronic Ni GV	
95% LoP	$11 \times (\text{Hardness}/30)^{0.85}$	Hardness range: 30-400 mg/L.
90% LoP	$13 \times (\text{Hardness}/30)^{0.85}$	
80% LoP	$17 \times (\text{Hardness}/30)^{0.85}$	
	Acute Ni GV	
95% LoP	95%Chronic NiGV/0.16	Hardness range: 30-400 mg/L
90% LoP	95%Chronic NiGV/0.11	
80% LoP	95%Chronic NiGV/0.062	
	Chronic Mn GV	
95% LoP	$\text{Exp}((0.411 \times \ln(\text{hardness}) + 4.46))$	Hardness range: 25-670 mg/L
90% LoP	$\text{Exp}((0.411 \times \ln(\text{hardness}) + 4.89))$	
80% LoP	$\text{Exp}((0.411 \times \ln(\text{hardness}) + 5.38))$	
	Acute Mn GV	
95% LoP	$(\text{Exp}((0.878 \times \ln(\text{hardness}) + 4.84)))/2.13$	Hardness range: 25-250 mg/L
90% LoP	$(\text{Exp}((0.878 \times \ln(\text{hardness}) + 6.90)))/2.13$	
80% LoP	$(\text{Exp}((0.878 \times \ln(\text{hardness}) + 7.20)))/2.13$	
	Chronic Cd GV	
95% LoP	$10^{(0.83 \times \text{LOG}_{10}(\text{Hardness}) - 2.46)}$	Hardness range: 17-280 mg/L
90% LoP	$(10^{(0.83 \times \text{LOG}_{10}(\text{Hardness}) - 2.46)}) \times 1.84$	
80% LoP	$(10^{(0.83 \times \text{LOG}_{10}(\text{Hardness}) - 2.46)}) \times 4.15$	
	Acute Cd GV	
95% LoP	$(10^{(1.016 \times \text{LOG}_{10}(\text{Hardness}) - 1.71)}) \times 0.47$	Hardness range: 5.3-360 mg/L
90% LoP	$(10^{(1.016 \times \text{LOG}_{10}(\text{Hardness}) - 1.71)}) \times 0.61$	
80% LoP	$(10^{(1.016 \times \text{LOG}_{10}(\text{Hardness}) - 1.71)}) \times 2.1$	

Table C-2: Index condition: nominal site-specific index condition calculated guideline values at a standardised water quality to allow simple numeric comparisons (pH 7.0, hardness 50 mg/L and DOC 3.5 mg/L).

Element	LoP	Chronic GV	Chronic GV	Acute GV
		g/m ³	mg/m ³	mg/m ³
Dissolved Aluminium	95%	0.12	124	No GV
Dissolved Aluminium	90%	0.16	157	No GV
Dissolved Aluminium	80%	0.21	214	No GV
Dissolved Cobalt	95%	0.0014	1.4	8.9
Dissolved Cobalt	90%	0.0033	3.3	13
Dissolved Cobalt	80%	0.0090	9.0	23
Dissolved Copper	95%	0.0029	2.9	2.8
Dissolved Copper	90%	0.0035	3.5	3.7
Dissolved Copper	80%	0.0055	5.5	6.2
Dissolved Iron	All	0.5	500	No GV
Dissolved Manganese	95%	0.32	325	1,002
Dissolved Manganese	90%	0.50	499	7,864
Dissolved Manganese	80%	0.81	815	10,615
Dissolved Nickel	95%	0.011	11	69
Dissolved Nickel	90%	0.013	13	100
Dissolved Nickel	80%	0.017	17	177
Dissolved Zinc	95%	0.021	21	37
Dissolved Zinc	90%	0.034	34	55
Dissolved Zinc	80%	0.060	60	90
Dissolved Cadmium	95%	0.00004	0.04	0.05
Dissolved Cadmium	90%	0.00007	0.07	0.06
Dissolved Cadmium	80%	0.00015	0.15	0.20