

Appendix C: Concession Conditions (DOC track changes and comments)

1. As set out in the concessions section 51 report, DOC has provisionally provided information to inform special conditions and standard conditions which could be applied to manage effects relating to each of the activities proposed.
2. DOC has provided this information based on conditions that may be used in a BAU permissions scenario.
3. It is DOC's view that the conditions could be refined if/as issues are further narrowed through the FTAA process. DOC is able to support to panel with further commentary and information on applicable conditions as required.
4. **In Section 1:** (pages 1-50) DOC has set out proposed changes to special conditions proposed by the applicant and additional conditions. These are set out in Tables 1-7 specific to each concession and include track changes where conditions were originally proposed by the applicant.
5. **In Section 2** (pages 51-62) DOC has provided its standard condition set, standard conditions would generally apply across all types of concession. As noted in the s 51 report there is some overlap between the standard conditions provided and the section 78 conditions that the report directs the panel to impose.

Section 1: Applicants proposed conditions and DOC proposed Track Changes

Table 1: Proposed special conditions Ardgour Rise Access Track

		MGL proposed conditions	DOC proposed conditions with track changes	DOC comments on proposed conditions
1	Schedule 2	As per Department of Conservation's standard requirements	<i>Standard conditions provided as per Section 2 of this document.</i>	Supports - noting there may be overlap/interaction with the S78 conditions that would be imposed should alternative conditions be proposed.
2	Schedule 3 General	The Concessionaire must conduct the Activity in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold	The Concessionaire must conduct the Activity <u>on the Land specified by this Concession</u> in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project	Support - subject to the tracked addition to reflect the panel decision.

		Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”).	(“BOPG”) under the Fast-track Approvals Act 2024 (“Act”) <u>and as otherwise determined by the panel.</u>	
<u>3</u>	General		<p><u>The rights and powers implied in easements under Schedule 5 of the Land Transfer Regulations 2018, apply as is relevant to the class of easement provided for in this Concession. Schedule 5 of the Regulations (excluding clauses 13 and 14) is set out in Schedule 5 of this Concession and the clauses are varied as follows:</u></p> <p><u>a. Clause 1 is amended by adding the words “in Schedule 4” after the words “on a plan” in paragraph (a) of the interpretation of “easement area”</u></p> <p><u>b. Clause 1 is amended by deleting the words “grantee and” from the interpretation of “grantee and grantor”</u></p> <p><u>c. Schedule 5 is amended by adding a new clause 1A: “Any reference to “grantee” in this Schedule is to be read as “Concessionaire” and includes the Concessionaire’s agents, employees, contractors, tenants, licensees and invitees.”</u></p> <p><u>d. Clause 11(2) is deleted and clause 11(4) is amended by deleting the reference to (2).</u></p> <p><u>e. Clauses 13 and 14 are deleted.</u></p> <p><u>If the Concessionaire wishes the easement to be registered, the Concessionaire must at its own expense:</u></p> <p><u>a. prepare an easement instrument in accordance with the Land Transfer Act 2017 and the rights</u></p>	

			<p>and powers provided in the easement as set out in this Concession; and</p> <p>b. arrange for any necessary survey; and</p> <p>c. register the easement.</p> <p>The Grantor, if satisfied the easement instrument implements this Concession, must sign the easement instrument to enable registration.</p>	
4	Plans of Proposed Road	The Concessionaire must submit plans of the proposed road to the Department of Conservation for certification prior to the commencement of construction. The certification is to confirm that the design of the road is fit for purpose and in accordance with this concession.	The Concessionaire must submit plans of the proposed road, designed to meet CODC requirements and including associated earthworks and stormwater management, to the Department of Conservation for certification approval prior to the commencement of construction. The certification approval is to confirm that the design of the road and associated works is satisfactory from a land management perspective fit for purpose and in accordance with this concession.	Support - subject to amendments to clarify extent works and role.
5	Erosion and Sediment Control	The upgrading of the existing track must be undertaken in accordance with a Site-Specific Erosion and Sediment Control Plan (“SSESCP”) which is to be certified by a Suitably Qualified and Experienced Person who has been approved by Otago Regional Council prior to the proposed commencement		Support

		of the activities that are the subject of the SSES CP commencing.		
6	Expectations of the Public	<p>While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.</p> <p>If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.</p>		
7	Biosecurity Management	The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	The Concessionaire will ensure that all equipment <u>and materials</u> to be used for the Activities are clean and free of any exotic weed, and seed material <u>and pests</u> , prior to entry onto public conservation lands.	Support - subject to tracked change to reflect that imported material and pests also poses a risk.
8	Records	All records of the Activity shall be made available for inspection at reasonable times by officers of the Grantor.		Support

9	Fencing		The concessionaire shall erect standard boundary fencing along each side of the road corridor, with stiles at locations to be agreed with the Grantor.	This is to ensure 4wd off-roading cannot easily happen while enabling recreationalists to still enter the conservation area from the road.
10	Maintenance		The Concessionaire shall maintain the road and associated infrastructure in accordance with CODC standards.	This is to ensure the infrastructure remains fit for purpose and would be acceptable to CODC to enable longer term management of the proposed public road.
11	Viewing Area Interpretation		The Concessionaire must submit proposed viewing area interpretation to the Department of Conservation for approval prior to installation. This is to ensure that information appropriately reflects conservation, heritage and cultural values.	This is to ensure that the public are appropriately informed.
13	Accidental Discovery Protocol		<p>The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects. In the event that archaeological sites or other features with heritage values are found during construction:</p> <ul style="list-style-type: none"> Work must cease immediately until further notice and advice must be sought from the Grantor; 	This is to ensure unrecorded heritage is protected.

		<ul style="list-style-type: none"> • <u>If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought;</u> • <u>If it is an archaeological site relating to Māori activity then local iwi must be contacted and their advice sought;</u> • <u>If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days;</u> • <u>If it is human remains the New Zealand Police should also be notified;</u> • <u>In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor.</u> 	
14	<u>Waste, fuels and hazardous substances</u>	<p><u>Any waste or rubbish, including organic waste, must be contained, separated at source if recyclable, placed in a designated area, removed and disposed of in an appropriate manner / at an authorised facility at regular intervals and on completion of the activity, to ensure it does not become a contaminant or present a potential hazard to wildlife or water quality.</u></p> <p><u>The Concessionaire will comply with all Hazardous Substances and New Zealand Organisms Act 1996 (HSNO) regulations and requirements for the storage</u></p>	This is to ensure that the environment is protected.

of hazardous substances, including fuel: <http://www.business.govt.nz/worksafe/information-guidance/guidance-by-industry/hsno>. Storing greater than 50 litres of petrol will require approval from the Grantor.

The Concessionaire will ensure than any refuelling, lubrication and/or maintenance and mechanical repairs on any machinery are undertaken in an appropriate area where any spillages can be contained. No refuelling is to take place within 10m of any waterway.

In the event of any hazardous substance spill the Concessionaire must:

- Take all practicable measures to stop the flow of the substances and prevent further contamination of Land or water; and
- Immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / at an authorised facility; and
- Notify the Grantor as soon as practicable; and
- Undertake any remedial action to restore any damage to the soil; and
- Take all measures to prevent any reoccurrence.

The Concessionaire is not permitted to light any open fires on the Land.

15	<u>Land restoration</u>		<u>On the completion of works, the Land outside of improvements must be left in the same or better condition than existed prior to works, to the satisfaction of the Grantor.</u>	This is to ensure any remaining damaged to land caused by works is rectified.
16	<u>Camping, Structures and Storage</u>		<u>The Concessionaire must not erect/place any permanent or temporary sheds, containers or similar structures on the Land or store any equipment and materials or firearms on the Land unless specifically authorised by this concession or without prior written approval of the District Operations Manager.</u>	This is to prevent uncontrolled damaged to land.
17	<u>Wāhi Tapu</u>		<u>The Concessionaire must recognise the sensitivity of wāhi tapu and urupa and seek guidance of iwi who claim mana whenua over any parts of the Land prior to providing interpretation on matters of iwi cultural significance and recognise the sensitivity of wāhi tapu and urupa.</u>	DOC usually includes the following special conditions in its concessions to protect known iwi interests.
18	<u>Pounamu</u>		<u>The Concessionaire acknowledges that pounamu (including all Nephrite, semi Nephrite, Bowenite and specific Serpentine resources) is under the ownership of Te Runanga o Ngai Tahu pursuant to the Ngai Tahu (Pounamu) Vesting Act 1997. No pounamu may be removed or recovered by the Concessionaire or their employees/clients.</u>	DOC usually includes the following special conditions in its concessions to protect known iwi interests.

		<p><u>Where any pounamu is found by the Concessionaire, they are requested to immediately notify the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, ph 0800 Kai Tahu (0800 524 8248) and the Grantor’s District Office.</u></p> <p><u>The Concessionaire is requested to ensure that any interpretation provided to its clients on Ngāi Tahu historical, spiritual, or cultural association with pounamu or any pounamu area is entirely consistent with the Ngāi Tahu Pounamu Resource Management Plan or any Department produced interpretative material. The Concessionaire should notify the relevant Papatipu Rūnanga if they are using the information, as a matter of courtesy.</u></p>	
19	<u>Vegetation and Soil disturbance</u>	<p><u>Any vegetation removal and soil disturbance necessary to install and undertake the activity must be kept to a minimum. Any native vegetation must be relocated to a suitable location approved by the District Operations Manager.</u></p>	This is to ensure potential damage is minimised.
20	<u>Weed Control</u>	<p><u>For XX years following completion of construction works, the Concessionaire must implement an on-going weed control programme to the satisfaction of the Grantor, to keep the Land free from weeds.</u></p>	This is to improve the chances of desired vegetation re-establishment needs to be informed by appropriate data and information from applicant

Table 2: Proposed special conditions Ardgour Rise Fibre Optic Cable

		MGL proposed conditions	DOC proposed conditions with track changes	DOC comments on proposed conditions
1	Schedule 2	As per Department of Conservation’s standard requirements		Support - except where superseded by mandatory conditions, to ensure all DOC concession terms and conditions are included (Standard conditions are reproduced at the end of this appendix).
2	Schedule 3 General	The Concessionaire must conduct the Activity in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project ("BOPG") under the Fast-track Approvals Act 2024 ("Act").	The Concessionaire must conduct the Activity on the Land specified by this Concession in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project ("BOPG") under the Fast-track Approvals Act 2024 ("Act") and as otherwise determined by the panel .	Support - subject to the tracked addition to reflect the panel decision.

3			<p><u>The rights and powers implied in easements under Schedule 5 of the Land Transfer Regulations 2018, apply as is relevant to the class of easement provided for in this Concession. Schedule 5 of the Regulations (excluding clauses 13 and 14) is set out in Schedule 5 of this Concession and the clauses are varied as follows:</u></p> <p>b. <u>Clause 1 is amended by adding the words “in Schedule 4” after the words “on a plan” in paragraph (a) of the interpretation of “easement area”</u></p> <p>c. <u>Clause 1 is amended by deleting the words “grantee and” from the interpretation of “grantee and grantor”</u></p> <p>d. <u>Schedule 5 is amended by adding a new clause 1A: “Any reference to “grantee” in this Schedule is to be read as “Concessionaire” and includes the Concessionaire’s agents, employees, contractors, tenants, licensees and invitees.”</u></p> <p>e. <u>Clause 11(2) is deleted and clause 11(4) is amended by deleting the reference to (2).</u></p> <p>f. <u>Clauses 13 and 14 are deleted.</u></p> <p>-</p> <p>-</p> <p><u>If the Concessionaire wishes the easement to be registered, the Concessionaire must at its own expense:</u></p> <p>b. <u>prepare an easement instrument in accordance with the Land Transfer Act 2017 and the rights and</u></p>	
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			<p>powers provided in the easement as set out in this Concession; and</p> <p>c. arrange for any necessary survey; and</p> <p>d. register the easement.</p> <p>The Grantor, if satisfied the easement instrument implements this Concession, must sign the easement instrument to enable registration.</p>	
4	Plans Showing location of Proposed Fibre Optic Cable	The Concessionaire must submit plans showing the installed location of the fibre optic cable within the part of Ardgour Rise within the Ardgour Conservation Area to the Department of Conservation within two months of the completion of installation.		Support
5	Erosion and Sediment Control	The installation of the fibre optic cable must be undertaken in accordance with a Site-Specific Erosion and Sediment Control Plan (“SSESCP”) for the upgrading of Ardgour Rise within the Ardgour Conservation Area (the subject of a separate concession) which is to be certified by a Suitably Qualified and Experienced Person who has been approved by Otago Regional Council prior to the proposed commencement of the activities		Support

		that are the subject of the SSESCP commencing.		
6	Expectations of the Public	<p>While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.</p> <p>If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.</p>		
7	Biosecurity Management	The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	The Concessionaire will ensure that all equipment and materials to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	Support - subject to tracked change to reflect that imported material also poses a risk of introducing weeds.
8	Records	All records of the Activity shall be made available for inspection at reasonable times by officers of the Grantor.		

10	Accidental Discovery Protocol		<p>The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects. In the event that archaeological sites or other features with heritage values are found during construction:</p> <ul style="list-style-type: none"> • Work must cease immediately until further notice and advice must be sought from the Grantor; • If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought; • If it is an archaeological site relating to Māori activity then local iwi must be contacted and their advice sought; • If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days; • If it is human remains the New Zealand Police should also be notified; • In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor. 	<p>This is to ensure unrecorded heritage is protected.</p>
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11	Waste, fuels and hazardous substances		<p><u>Any waste or rubbish, including organic waste, must be contained, separated at source if recyclable, placed in a designated area, removed and disposed of in an appropriate manner / at an authorised facility at regular intervals and on completion of the activity, to ensure it does not become a contaminant or present a potential hazard to wildlife or water quality.</u></p> <p><u>The Concessionaire will comply with all Hazardous Substances and New Zealand Organisms Act 1996 (HSNO) regulations and requirements for the storage of hazardous substances, including fuel: http://www.business.govt.nz/worksafe/information-guidance/guidance-by-industry/hsno. Storing greater than 50 litres of petrol will require approval from the Grantor.</u></p> <p><u>The Concessionaire will ensure than any refuelling, lubrication and/or maintenance and mechanical repairs on any machinery are undertaken in an appropriate area where any spillages can be contained. No refuelling is to take place within 10m of any waterway.</u></p> <p><u>In the event of any hazardous substance spill the Concessionaire must:</u></p>	This is to ensure that the environment is protected.
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			<ul style="list-style-type: none"> • <u>Take all practicable measures to stop the flow of the substances and prevent further contamination of Land or water; and</u> • <u>Immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / at an authorised facility; and</u> • <u>Notify the Grantor as soon as practicable; and</u> • <u>Undertake any remedial action to restore any damage to the soil; and</u> • <u>Take all measures to prevent any reoccurrence.</u> <p><u>The Concessionaire is not permitted to light any open fires on the Land.</u></p>	
<u>12</u>	<u>Land restoration</u>		<u>On the completion of works, the Land outside of improvements must be left in the same or better condition than existed prior to works, to the satisfaction of the Grantor.</u>	This is to ensure any remaining damaged to land caused by works is rectified.
<u>13</u>	<u>Camping, Structures and Storage</u>		<u>The Concessionaire must not erect/place any permanent or temporary sheds, containers or similar structures on the Land or store any equipment and materials or firearms on the Land unless specifically authorised by this concession or without prior written approval of the District Operations Manager.</u>	This is to prevent uncontrolled damaged to land.
<u>14</u>	<u>Wāhi Tapu</u>		<u>The Concessionaire must recognise the sensitivity of wāhi tapu and urupa and seek guidance of iwi who claim</u>	DOC usually includes the following special conditions in its

			<u>mana whenua over any parts of the Land prior to providing interpretation on matters of iwi cultural significance and recognise the sensitivity of wāhi tapu and urupa.</u>	concessions to protect known iwi interests. Having not heard back from iwi in regards this proposal, DOC seeks to continue to do so.
15	<u>Pounamu</u>		<p><u>The Concessionaire acknowledges that pounamu (including all Nephrite, semi Nephrite, Bowenite and specific Serpentine resources) is under the ownership of Te Runanga o Ngāi Tahu pursuant to the Ngāi Tahu (Pounamu) Vesting Act 1997. No pounamu may be removed or recovered by the Concessionaire or their employees/clients.</u></p> <p><u>Where any pounamu is found by the Concessionaire, they are requested to immediately notify the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, ph 0800 Kai Tahu (0800 524 8248) and the Grantor's District Office.</u></p> <p><u>The Concessionaire is requested to ensure that any interpretation provided to its clients on Ngāi Tahu historical, spiritual, or cultural association with pounamu or any pounamu area is entirely consistent with the Ngāi Tahu Pounamu Resource Management Plan or any Department produced interpretative material. The</u></p>	DOC usually includes the following special conditions in its concessions to protect known iwi interests. Having not heard back from iwi in regards this proposal, DOC seeks to continue to do so.

			<u>Concessionaire should notify the relevant Papatipu Rūnanga if they are using the information, as a matter of courtesy.</u>	
<u>16</u>	<u>Vegetation and Soil disturbance</u>		<u>Any vegetation removal and soil disturbance necessary to install and undertake the activity must be kept to a minimum. Any native vegetation must be relocated to a suitable location approved by the District Operations Manager.</u>	This is to ensure potential damage is minimised.
<u>17</u>	<u>Weed Control</u>		<u>For XX years following completion of construction works, the Concessionaire must implement an on-going weed control programme to the satisfaction of the Grantor, to keep the Land free from weeds.</u>	This is to improve the chances of desired vegetation re-establishment. Needs to be informed by further information.
<u>18</u>	<u>Power sources</u>		<u>All conducting links to antennae, aerials, power sources and transmitting equipment are to be by way of cables directly fastened to the structures or buried in the ground. No power cables, or other wires or lines are to be strung through the air.</u> <u>The Concessionaire must ensure that the operation of its equipment on the Land, does not interfere with any other similar operation authorised by the Grantor. If technical/operational interference does occur and it is</u>	

			<p><u>attributable to the operation of the Concessionaire's equipment, then the Concessionaire must correct the problem, at no expense to the Grantor.</u></p> <p><u>The Concessionaire must remove from the Easement Land any batteries that are not in service or good condition.</u></p>	
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Table 3: Proposed special conditions State Highway 8 and Ardgour Rise Intersection NZTA

		MGL proposed conditions	DOC proposed conditions with track changes	DOC comments on proposed conditions
1	Schedule 2	As per Department of Conservation’s standard requirements		Support, except where superseded by mandatory conditions, to ensure all DOC concession terms and conditions are included (Standard conditions are reproduced at the end of this appendix).
2	Schedule 3 General	The Concessionaire must conduct the Activity in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”).	The Concessionaire must conduct the Activity <u>on the Land specified by this Concession</u> in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals	Support, subject to the tracked addition to reflect the panel decision.

			Act 2024 (“Act”) <u>and as otherwise determined by the EPA panel.</u>	
<u>3</u>			<p><u>The rights and powers implied in easements under Schedule 5 of the Land Transfer Regulations 2018, apply as is relevant to the class of easement provided for in this Concession. Schedule 5 of the Regulations (excluding clauses 13 and 14) is set out in Schedule 5 of this Concession and the clauses are varied as follows:</u></p> <p><u>c. Clause 1 is amended by adding the words “in Schedule 4” after the words “on a plan” in paragraph (a) of the interpretation of “easement area”</u></p> <p><u>d. Clause 1 is amended by deleting the words “grantee and” from the interpretation of “grantee and grantor”</u></p> <p><u>e. Schedule 5 is amended by adding a new clause 1A: “Any reference to “grantee” in this Schedule is to be read as “Concessionaire” and includes the Concessionaire’s agents, employees, contractors, tenants, licensees and invitees.”</u></p> <p><u>f. Clause 11(2) is deleted and clause 11(4) is amended by deleting the reference to (2).</u></p> <p><u>g. Clauses 13 and 14 are deleted.</u></p> <p>-</p> <p>-</p>	

			<p><u>If the Concessionaire wishes the easement to be registered, the Concessionaire must at its own expense:</u></p> <p><u>c. prepare an easement instrument in accordance with the Land Transfer Act 2017 and the rights and powers provided in the easement as set out in this Concession; and</u></p> <p><u>d. arrange for any necessary survey; and</u></p> <p><u>e. register the easement.</u></p> <p><u>The Grantor, if satisfied the easement instrument implements this Concession, must sign the easement instrument to enable registration.</u></p>	
4	Plans of Proposed Intersection Upgrade	The Concessionaire must submit plans of the proposed intersection upgrade to the Department of Conservation prior to the commencement of construction (for information purposes).	The Concessionaire must submit plans of the proposed road, <u>designed to meet NZTA requirements and including associated earthworks and stormwater management</u> , to the Department of Conservation for <u>certification approval</u> prior to the commencement of construction.	Support, subject to amendments to clarify extent of associated works and role.
5	Erosion and Sediment Control	The proposed intersection upgrade must be undertaken in accordance with a Site-Specific Erosion and Sediment Control Plan (“SSESCP”) which is to be certified by a Suitably Qualified and Experienced Person who has been approved by Otago Regional Council prior to the proposed		Support

		commencement of the activities that are the subject of the SSES CP commencing.		
6	Temporary Construction Traffic Management Plan	The Concessionaire undertake the proposed intersection upgrade in accordance with the Temporary Construction Traffic Management Plan certified as part of the approval of the BOGP under the Fast-track Approvals Act 2024.	The Concessionaire shall undertake the proposed intersection upgrade in accordance with the Temporary Construction Traffic Management Plan certified as part of the approval of the BOGP under the Fast-track Approvals Act 2024.	ort, subject to addition of missing 'obligatory' word.
7	Expectations of the Public	While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities. If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.		
8	Biosecurity Management	The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	The Concessionaire will ensure that all equipment and materials to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	Support, subject to tracked change to reflect that imported material also poses a risk of introducing weeds.

9	Records	All records of the Activity shall be made available for inspection at reasonable times by officers of the Grantor.		Support
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Table 4: Proposed special conditions State Highway 8 and Ardgour Rise Intersection CODC

		MGL proposed conditions	DOC proposed conditions with track changes	DOC comments on proposed conditions
1	Schedule 2	As per Department of Conservation’s standard requirements		Support, except where superseded by mandatory conditions, to ensure all DOC concession terms and conditions are included (Standard conditions are reproduced at the end of this appendix).
2	Schedule 3 General	The Concessionaire must conduct the Activity in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”).	The Concessionaire must conduct the Activity on the Land specified by this Concession in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”) and as otherwise determined by the panel.	Support, subject to the tracked addition to reflect the panel decision.

3	Plans of Proposed Intersection Upgrade	The Concessionaire must submit plans of the proposed intersection upgrade to the Department of Conservation prior to the commencement of construction (for information purposes).	The Concessionaire must submit plans of the proposed road, designed to meet CODC requirements and including associated earthworks and stormwater management , to the Department of Conservation for certification approval prior to the commencement of construction.	Support, subject to amendments to clarify extent of associated works and role.
4	Erosion and Sediment Control	The proposed intersection upgrade must be undertaken in accordance with a Site-Specific Erosion and Sediment Control Plan (“SSESCP”) which is to be certified by a Suitably Qualified and Experienced Person who has been approved by Otago Regional Council prior to the proposed commencement of the activities that are the subject of the SSESCP commencing.		Support
5	Temporary Construction Traffic Management Plan	The Concessionaire undertake the proposed intersection upgrade in accordance with the Temporary Construction Traffic Management Plan certified as part of the approval of the BOGP under the Fast-track Approvals Act 2024.	The Concessionaire shall undertake the proposed intersection upgrade in accordance with the Temporary Construction Traffic Management Plan certified as part of the approval of the BOGP under the Fast-track Approvals Act 2024.	Support, subject to addition of missing ‘obligatory’ word.

6	Expectations of the Public	<p>While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.</p> <p>If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.</p>		
7	Biosecurity Management	The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	The Concessionaire will ensure that all equipment and materials to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	ort, subject to tracked change to reflect that imported material also poses a risk of introducing weeds.
8	Records	All records of the Activity shall be made available for inspection at reasonable times by officers of the Grantor.		Support
9	Maintenance		The Concessionaire shall maintain the road and associated infrastructure in accordance with CODC standards.	This is to ensure the infrastructure remains fit for purpose and would be acceptable to the CODC if and when transferred.

12	Accidental Discovery Protocol		<p>The Concessionaire must take all reasonable care to avoid any archaeological values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects. In the event that archaeological sites or other features with heritage values are found during construction:</p> <ul style="list-style-type: none"> • Work must cease immediately until further notice and advice must be sought from the Grantor; • If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought; • If it is an archaeological site relating to Māori activity then local iwi must be contacted and their advice sought; • If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days; • If it is human remains the New Zealand Police should also be notified; <p>In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor.</p>	<p>This is to ensure unrecorded heritage is protected.</p>
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13	<p><u>Waste, fuels and hazardous substances</u></p>		<p><u>Any waste or rubbish, including organic waste, must be contained, separated at source if recyclable, placed in a designated area, removed and disposed of in an appropriate manner / at an authorised facility at regular intervals and on completion of the activity, to ensure it does not become a contaminant or present a potential hazard to wildlife or water quality.</u></p> <p><u>The Concessionaire will comply with all Hazardous Substances and New Zealand Organisms Act 1996 (HSNO) regulations and requirements for the storage of hazardous substances, including fuel: http://www.business.govt.nz/worksafe/information-guidance/guidance-by-industry/hsno. Storing greater than 50 litres of petrol will require approval from the Grantor.</u></p> <p><u>The Concessionaire will ensure than any refuelling, lubrication and/or maintenance and mechanical repairs on any machinery are undertaken in an appropriate area where any spillages can be contained. No refuelling is to take place within 10m of any waterway.</u></p> <p><u>In the event of any hazardous substance spill the Concessionaire must:</u></p>	<p>This is to ensure that the environment is protected.</p>
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			<ul style="list-style-type: none"> • <u>Take all practicable measures to stop the flow of the substances and prevent further contamination of Land or water; and</u> • <u>Immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / at an authorised facility; and</u> • <u>Notify the Grantor as soon as practicable; and</u> • <u>Undertake any remedial action to restore any damage to the soil; and</u> • <u>Take all measures to prevent any reoccurrence.</u> <p><u>The Concessionaire is not permitted to light any open fires on the Land.</u></p>	
14	<u>Land restoration</u>		<u>On the completion of works, the Land outside of improvements must be left in the same or better condition than existed prior to works, to the satisfaction of the Grantor.</u>	This is to ensure any remaining damaged to land caused by works is rectified.
15	<u>Camping. Structures and Storage</u>		<u>The Concessionaire must not erect/place any permanent or temporary sheds, containers or similar structures on the Land or store any equipment and materials or firearms on the Land unless specifically authorised by this concession or without prior written approval of the District Operations Manager.</u>	This is to prevent uncontrolled damaged to land.
16	<u>Wāhi Tapu</u>		<u>The Concessionaire must recognise the sensitivity of wāhi tapu and urupa and seek guidance of iwi who claim</u>	DOC usually includes the following special conditions in its

			<p><u>mana whenua over any parts of the Land prior to providing interpretation on matters of iwi cultural significance and recognise the sensitivity of wāhi tapu and urupa.</u></p>	<p><u>concessions to protect known iwi interests. Having not heard back from iwi in regards this proposal, DOC seeks to continue to do so.</u></p>
17	Pounamu		<p><u>The Concessionaire acknowledges that pounamu (including all Nephrite, semi Nephrite, Bowenite and specific Serpentine resources) is under the ownership of Te Runanga o Ngāi Tahu pursuant to the Ngāi Tahu (Pounamu) Vesting Act 1997. No pounamu may be removed or recovered by the Concessionaire or their employees/clients.</u></p> <p><u>Where any pounamu is found by the Concessionaire, they are requested to immediately notify the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, ph 0800 Kai Tahu (0800 524 8248) and the Grantor's District Office.</u></p> <p><u>The Concessionaire is requested to ensure that any interpretation provided to its clients on Ngāi Tahu historical, spiritual, or cultural association with pounamu or any pounamu area is entirely consistent with the Ngāi Tahu Pounamu Resource Management Plan or any Department produced interpretative</u></p>	<p><u>DOC usually includes the following special conditions in its concessions to protect known iwi interests. Having not heard back from iwi in regards this proposal, DOC seeks to continue to do so.</u></p>

			material. The Concessionaire should notify the relevant Papatipu Rūnanga if they are using the information, as a matter of courtesy.	
18	Vegetation and Soil disturbance		Any vegetation removal and soil disturbance necessary to install and undertake the activity must be kept to a minimum. Any native vegetation must be relocated to a suitable location approved by the District Operations Manager.	This is to ensure potential damage is minimised.
19	Weed Control		For xx years following completion of construction works, the Concessionaire must implement an on-going weed control programme to the satisfaction of the Grantor, to keep the Land free from weeds.	This is to improve the chances of desired vegetation re-establishment. Needs to be informed by further information.

Table 5: Proposed special conditions Access Route to CIT Battery

		MGL proposed conditions	DOC proposed conditions with track changes	DOC comments on proposed conditions
1	Schedule 2	As per Department of Conservation’s standard requirements		DOC opposes this proposal in its entirety as it would not mitigate the access ease and visitor use lost through the closure of the existing access track.
2	Schedule 3 General	The Concessionaire must conduct the Activity in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”).	The Concessionaire must conduct the Activity on the Land specified by this Concession in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”) and as otherwise determined by the EPA.	DOC opposes this proposal in its entirety as it would not mitigate the access ease and visitor use lost through the closure of the existing access track.

3	Plans of Proposed Walking Route	The Concessionaire must submit plans of the proposed walking route to the Department of Conservation for certification prior to the commencement of the walking route being marked with posts. The certification is to confirm that the design of the walking route is fit for purpose and minimises, as far as reasonably practicable, any effect on ecological features or heritage values.		DOC opposes this proposal in its entirety as it would not mitigate the access ease and visitor use lost through the closure of the existing access track.
4	Erosion and Sediment Control	The installation of the fibre optic cable must be undertaken in accordance with a Site-Specific Erosion and Sediment Control Plan (“SSESCP”) for the upgrading of Ardgour Rise within the Ardgour Conservation Area (the subject of a separate concession) which is to be certified by a Suitably Qualified and Experienced Person who has been approved by Otago Regional Council prior to the proposed commencement of the activities that are the subject of the SSESCP commencing.		DOC opposes this proposal in its entirety as it would not mitigate the access ease and visitor use lost through the closure of the existing access track.
5	Expectations of the Public	While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.		

		If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.		
6	Biosecurity Management	The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	The Concessionaire will ensure that all equipment and materials to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	DOC opposes this proposal in its entirety as it would not mitigate the access ease and visitor use lost through the closure of the existing access track.
7	Records	All records of the Activity shall be made available for inspection at reasonable times by officers of the Grantor.		DOC opposes this proposal in its entirety as it would not mitigate the access ease and visitor use lost through the closure of the existing access track.

Table 6 special conditions Willow Management

	MGL proposed conditions	DOC proposed conditions with track changes	DOC comments on proposed conditions
1	Schedule 2 As per Department of Conservation’s standard requirements		ort, as this accepts all DOC concession standard terms and conditions
2	Schedule 3 General The Concessionaire must conduct the Activity in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”).	The Concessionaire must conduct the Activity <u>on the Land specified by this Concession</u> in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”) <u>and as otherwise determined by the panel.</u>	Support, subject to the tracked addition to reflect the panel decision.
3	Plans and Methodology The Concessionaire must submit plans and a proposed willow management methodology (including the use of any herbicides) to the	The Concessionaire must submit plans and a proposed willow management methodology (including the use of any herbicides) to the Department of Conservation for	ort, subject to the removal of the reference to heritage values as we cannot ‘approve’ any loss.

	Department of Conservation for certification prior to the commencement of any willow management activities. The certification is to confirm the appropriateness of the proposed methodology (and the appropriateness of any herbicides) and that the activity will be undertaken in a manner that minimises, as far as reasonably practicable, any loss of indigenous vegetation and heritage values.	certification approval prior to the commencement of any willow management activities. The certification approval is to confirm the appropriateness of the proposed methodology (and the appropriateness of any herbicides) and that the activity will be undertaken in a manner that minimises, as far as reasonably practicable, any loss of indigenous vegetation and heritage values.	
4	Expectations of the Public While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities. If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.		
5	Biosecurity Management The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	The Concessionaire will ensure that all equipment and materials to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	Support, subject to tracked change to reflect that imported material also poses a risk of introducing weeds.

6	Records	All records of the Activity shall be made available for inspection at reasonable times by officers of the Grantor.		Support
7	Accidental Discovery Protocol		<p>The Concessionaire must take all reasonable care to avoid any archaeological and heritage values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects. In the event that archaeological sites or other features with heritage values are found during construction:</p> <ul style="list-style-type: none"> • Work must cease immediately until further notice and advice must be sought from the Grantor; • If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought; • If it is an archaeological site relating to Māori activity then local iwi must be contacted and their advice sought; • If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days; • If it is human remains the New Zealand Police should also be notified; <p>In the event of cessation of approved work because of discovery of potential historical artefact or</p>	This is to ensure unrecorded heritage is protected.

		<u>archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor.</u>	
8	<u>Waste, fuels and hazardous substances</u>	<p><u>Any waste or rubbish, including organic waste, must be contained, separated at source if recyclable, placed in a designated area, removed and disposed of in an appropriate manner / at an authorised facility at regular intervals and on completion of the activity, to ensure it does not become a contaminant or present a potential hazard to wildlife or water quality.</u></p> <p><u>The Concessionaire will comply with all Hazardous Substances and New Zealand Organisms Act 1996 (HSNO) regulations and requirements for the storage of hazardous substances, including</u> <u>fuel: http://www.business.govt.nz/worksafe/information-guidance/guidance-by-industry/hsno. Storing greater than 50 litres of petrol will require approval from the Grantor.</u></p> <p><u>The Concessionaire will ensure than any refuelling, lubrication and/or maintenance and mechanical repairs on any machinery are undertaken in an appropriate</u></p>	This is to ensure that the environment is protected.

		<p><u>area where any spillages can be contained. No refuelling is to take place within 10m of any waterway.</u></p> <p><u>In the event of any hazardous substance spill the Concessionaire must:</u></p> <ul style="list-style-type: none"> • <u>Take all practicable measures to stop the flow of the substances and prevent further contamination of Land or water; and</u> • <u>Immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / at an authorised facility; and</u> • <u>Notify the Grantor as soon as practicable; and</u> • <u>Undertake any remedial action to restore any damage to the soil; and</u> • <u>Take all measures to prevent any reoccurrence.</u> <p><u>The Concessionaire is not permitted to light any open fires on the Land.</u></p>	
9	<u>Land restoration</u>	<p><u>On the completion of works, the Land outside of improvements must be left in the same or better condition than existed prior to works, to the satisfaction of the Grantor.</u></p>	<p>This is to ensure any remaining damaged to land caused by works is rectified.</p>
10	<u>Camping, Structures and Storage</u>	<p><u>The Concessionaire must not erect/place any permanent or temporary sheds, containers or similar structures on the Land or store any equipment and</u></p>	<p>This is to prevent uncontrolled damage to land.</p>

		<u>materials or firearms on the Land unless specifically authorised by this concession or without prior written approval of the District Operations Manager.</u>	
11	<u>Wāhi Tapu</u>	<u>The Concessionaire must recognise the sensitivity of wāhi tapu and urupa and seek guidance of iwi who claim mana whenua over any parts of the Land prior to providing interpretation on matters of iwi cultural significance and recognise the sensitivity of wāhi tapu and urupa.</u>	DOC usually includes the following special conditions in its concessions to protect known iwi interests. Having not heard back from iwi in regards this proposal, DOC seeks to continue to do so.
12	<u>Pounamu</u>	<u>The Concessionaire acknowledges that pounamu (including all Nephrite, semi Nephrite, Bowenite and specific Serpentine resources) is under the ownership of Te Runanga o Ngai Tahu pursuant to the Ngai Tahu (Pounamu) Vesting Act 1997. No pounamu may be removed or recovered by the Concessionaire or their employees/clients.</u> <u>Where any pounamu is found by the Concessionaire, they are requested to immediately notify the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, ph 0800 Kai Tahu (0800 524 8248) and the Grantor’s District Office.</u>	DOC usually includes the following special conditions in its concessions to protect known iwi interests. Having not heard back from iwi in regards this proposal, DOC seeks to continue to do so.

		<p><u>The Concessionaire is requested to ensure that any interpretation provided to its clients on Ngāi Tahu historical, spiritual, or cultural association with pounamu or any pounamu area is entirely consistent with the Ngāi Tahu Pounamu Resource Management Plan or any Department produced interpretative material. The Concessionaire should notify the relevant Papatipu Rūnanga if they are using the information, as a matter of courtesy.</u></p>	
19	<p><u>Vegetation and Soil disturbance</u></p>	<p><u>Any vegetation removal and soil disturbance necessary to install and undertake the activity must be kept to a minimum. Any native vegetation must be relocated to a suitable location approved by the District Operations Manager.</u></p>	<p>This is to ensure potential damage is minimised.</p>
20	<p><u>Weed Control</u></p>	<p><u>For XX years following completion of construction works, the Concessionaire must implement an on-going weed control programme to the satisfaction of the Grantor, to keep the Land free from weeds.</u></p>	<p>This is to improve the chances of desired vegetation re-establishment. Needs to be informed by further information.</p>

Table 7 Special Conditions Water Monitoring and Access

		MGL proposed conditions	DOC proposed conditions with track changes	DOC comments on proposed conditions
1	Schedule 2	As per Department of Conservation’s standard requirements		Support, except where superseded by mandatory conditions, to ensure all DOC concession terms and conditions are included (Standard conditions are reproduced at the end of this appendix).
2	Schedule 3 General	The Concessionaire must conduct the Activity in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”).	The Concessionaire must conduct the Activity on the Land specified by this Concession in general accordance with the information contained in the Substantive Application and Assessment of Environmental Effects prepared by Mitchell Daysh Limited dated 31 October 2025 and supporting technical documents submitted by Matakanui Gold Limited to the Environmental Protection Authority ("EPA") in support of its application for authorisation of the Bendigo-Ophir Gold Project (“BOPG”) under the Fast-track Approvals Act 2024 (“Act”) and as otherwise determined by the panel.	Support, subject to the tracked addition to reflect the panel decision.

3	Expectations of the Public	<p>While undertaking the Activity the Concessionaire must not exclude or impede the public from accessing any sites, tracks or facilities.</p> <p>If approached by members of the public while carrying out the Activity, the Concessionaire shall provide an explanation of why the Activity is taking place.</p>		Support
4	Biosecurity Management	The Concessionaire will ensure that all equipment to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	The Concessionaire will ensure that all equipment and materials to be used for the Activities are clean and free of any exotic weed and seed material prior to entry onto public conservation lands.	Support - subject to tracked change to reflect that imported material also poses a risk of introducing weeds.
5	Records	All records of the Activity shall be made available for inspection at reasonable times by officers of the Grantor.		Support
6	Maintenance		The Concessionaire shall maintain the access track to ensure deterioration during use is rectified.	This is to ensure the access track is left in the same condition as currently.

7	Accidental Discovery Protocol		<p>The Concessionaire must take all reasonable care to avoid any archaeological and heritage values on the Land which includes (but is not limited to) historic sites and protected New Zealand objects. In the event that archaeological sites or other features with heritage values are found during construction:</p> <ul style="list-style-type: none"> • Work must cease immediately until further notice and advice must be sought from the Grantor; • If it is an archaeological site as defined by the Heritage New Zealand Pouhere Taonga Act 2014 then Heritage New Zealand must be contacted and its advice sought; • If it is an archaeological site relating to Māori activity then local iwi must be contacted and their advice sought; • If it is an artefact as defined by the Protected Objects Act 1975 then the Ministry for Culture and Heritage must be notified within 28 days; • If it is human remains the New Zealand Police should also be notified; <p>In the event of cessation of approved work because of discovery of potential historical artefact or archaeological site the Concessionaire must not recommence work until permitted to do so by the Grantor.</p>	<p>This is to ensure unrecorded heritage is protected.</p>
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8	<p><u>Waste, fuels and hazardous substances</u></p>		<p><u>Any waste or rubbish, including organic waste, must be contained, separated at source if recyclable, placed in a designated area, removed and disposed of in an appropriate manner / at an authorised facility at regular intervals and on completion of the activity, to ensure it does not become a contaminant or present a potential hazard to wildlife or water quality.</u></p> <p><u>The Concessionaire will comply with all Hazardous Substances and New Zealand Organisms Act 1996 (HSNO) regulations and requirements for the storage of hazardous substances, including fuel: http://www.business.govt.nz/worksafe/information-guidance/guidance-by-industry/hsno. Storing greater than 50 litres of petrol will require approval from the Grantor.</u></p> <p><u>The Concessionaire will ensure than any refuelling, lubrication and/or maintenance and mechanical repairs on any machinery are undertaken in an appropriate area where any spillages can be contained. No refuelling is to take place within 10m of any waterway.</u></p> <p><u>In the event of any hazardous substance spill the Concessionaire must:</u></p>	<p>This is to ensure that the environment is protected.</p>
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			<ul style="list-style-type: none"> • <u>Take all practicable measures to stop the flow of the substances and prevent further contamination of Land or water; and</u> • <u>Immediately contain, collect and remove the hazardous substances and any contaminated material, and dispose of all such material in an appropriate manner / at an authorised facility; and</u> • <u>Notify the Grantor as soon as practicable; and</u> • <u>Undertake any remedial action to restore any damage to the soil; and</u> • <u>Take all measures to prevent any reoccurrence.</u> <p><u>The Concessionaire is not permitted to light any open fires on the Land.</u></p>	
9	<u>Land restoration</u>		<u>On the completion of works, the Land outside of improvements must be left in the same or better condition than existed prior to works, to the satisfaction of the Grantor.</u>	This is to ensure any remaining damaged to land caused by works is rectified.
10	<u>Camping. Structures and Storage</u>		<u>The Concessionaire must not erect/place any permanent or temporary sheds, containers or similar structures on the Land or store any equipment and materials or firearms on the Land unless specifically authorised by this concession or without prior written approval of the District Operations Manager.</u>	This is to prevent uncontrolled damage to land.
11	<u>Wāhi Tapu</u>		<u>The Concessionaire must recognise the sensitivity of wāhi tapu and urupa and seek guidance of iwi who claim</u>	DOC usually includes the following special conditions in its

			<p>mana whenua over any parts of the Land prior to providing interpretation on matters of iwi cultural significance and recognise the sensitivity of wāhi tapu and urupa.</p>	<p>concessions to protect known iwi interests. Having not heard back from iwi in regards this proposal, DOC seeks to continue to do so.</p>
12	Pounamu		<p>The Concessionaire acknowledges that pounamu (including all Nephrite, semi Nephrite, Bowenite and specific Serpentine resources) is under the ownership of Te Runanga o Ngai Tahu pursuant to the Ngai Tahu (Pounamu) Vesting Act 1997. No pounamu may be removed or recovered by the Concessionaire or their employees/clients.</p> <p>Where any pounamu is found by the Concessionaire, they are requested to immediately notify the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, ph 0800 Kai Tahu (0800 524 8248) and the Grantor’s District Office.</p> <p>The Concessionaire is requested to ensure that any interpretation provided to its clients on Ngāi Tahu historical, spiritual, or cultural association with pounamu or any pounamu area is entirely consistent with the Ngāi Tahu Pounamu Resource Management Plan or any Department produced interpretative</p>	<p>DOC usually includes the following special conditions in its concessions to protect known iwi interests. Having not heard back from iwi in regards this proposal, DOC seeks to continue to do so.</p>

			material. The Concessionaire should notify the relevant Papatipu Rūnanga if they are using the information, as a matter of courtesy.	
19	Vegetation and Soil disturbance		Any vegetation removal and soil disturbance necessary to install and undertake the activity must be kept to a minimum. Any native vegetation must be relocated to a suitable location approved by the District Operations Manager.	This is to ensure potential damage is minimised.
20	Weed Control		For XX years following completion of construction works, the Concessionaire must implement an on-going weed control programme to the satisfaction of the Grantor, to keep the Land free from weeds.	This is to improve the chances of desired vegetation re-establishment. Needs to be informed by further information.

SCHEDULE 2

STANDARD TERMS AND CONDITIONS

1. Interpretation

- 1.1 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Easement Land), as if the breach had been committed by the Concessionaire.
- 1.2 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Easement Land for the Concession Activity.
- 2.2 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

3. How long is the Concession for - the Term?

- 3.1 This Concession commences on the date specified in Item 4 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.

4. What are the fees and when are they to be paid?

- 4.1 The Concessionaire must pay the Processing Fee (Item 13 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.
- 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee plus GST on the Concession Fee Payment Date specified in Items 6, and 7 of Schedule 1.

- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

5. When can the fee be reviewed?

- 5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Date in Item 9 of Schedule 1 in the following manner:
- (a) The Grantor must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire.
 - (b) Subject to clause 5.1(e) the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 5.2.
 - (d) If the Concessionaire does not give notice to the Grantor under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.
 - (e) Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.
 - (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee in accordance with clause 5.2 an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.
- 5.2 Immediately the Concessionaire gives notice to the Grantor under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:
- (a) By one party giving notice to the other requiring the new Concession Fee to be determined in accordance with the Disputes clause (clause 19) or, if the parties agree,
 - (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
 - (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.

- (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
- (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If the valuers fail to agree, the Concession Fee is to be determined by the umpire.
- (v) In determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Easement Land.
- (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
- (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
- (d) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable and the following applies:
 - (i) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
 - (ii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.

6. Are there any other charges?

- 6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Easement Land or for the services provided to the Easement Land which relate to the Concessionaire's use of the Easement Land or the carrying on of the Concession Activity.
- 6.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 6.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

7. When can the Concession be assigned?

- 7.1 The Concessionaire must not transfer, sublease, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the Assignee) other than the Concessionaire) without the prior written consent of the Grantor.
- 7.2 The Grantor may in the Grantor's discretion under clause 7.1:
- (a) decline any application for consent; or
 - (b) grant consent subject to such conditions as the Grantor thinks fit.
- 7.3 Sections 17S to 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
- 7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 7.6 If the Concessionaire is not a publicly listed company any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.

8. What are the obligations to protect the environment?

- 8.1 The Concessionaire must not, without the prior consent of the Grantor:
- (a) cut down or damage any vegetation; or
 - (b) damage any natural feature or historic resource on the Easement Land; or
 - (c) light any fire on the Easement Land.

- 8.2 The Concessionaire must, at its cost:
- (a) keep the easement facility (as defined in Schedule 5) now or hereafter upon the Easement Land, in good order, condition and repair; and
 - (b) must keep the Easement Land in a clean and tidy condition.
- 8.3 The Concessionaire must not store hazardous materials on the Easement Land nor store other materials on the Easement Land where they may obstruct the public or create a nuisance.
- 9. When can structures be erected?**
- 9.1 The Concessionaire must not erect, nor place any structures on, under or over the Easement Land without the prior consent of the Grantor.
- 10. What if the Concessionaire wishes to surrender the Concession?**
- 10.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.
- 11. What are the liabilities and who insures?**
- 11.1 The Concessionaire agrees to use the Easement Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor (and the Grantor's employees, agents and contractors) from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Easement Land.
- 11.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 11.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.

- 11.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.
- 11.5 Despite anything else in clause 11 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 11.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Easement Land, the Concession Activity, or to any structures, equipment or facilities on the Easement Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 11.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 11.7 Where the Grantor is found to be liable in accordance with clause 11.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment and facilities.
- 11.8 Despite anything else in clause 11 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 11.9 Without prejudice to or in any way limiting its liability under this clause 11 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 10 of Schedule 1 with a substantial and reputable insurer.
- 11.10 After every three year period of the Term the Grantor may, on giving 10 working day's notice to the Concessionaire, alter the amounts of insurance required under clause 11.9. On receiving such notice the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 11.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:
- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/or;
 - (b) a copy of the current certificate of such policies.

12. What about Health and Safety?

- 12.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with any safety directions of the Grantor.

13. What are the compliance obligations of the Concessionaire?

13.1 The Concessionaire must comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan under the Conservation Act 1987 or Part IIA of the Reserves Act 1977, or any general policy statement made under the Conservation Act 1987, Reserves Act 1977, National Parks Act 1980, or Wildlife Act 1953, or management plan under section 45 of the National Parks Act 1980, whichever is appropriate to the Easement Land, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Concession takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977, the National Parks Act 1980, Wildlife Act 1953, Climate Change Response Act 2002 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the “Legislation”) affecting or relating to the Easement Land or affecting or relating to the Concession Activity, including any regulations made under the Conservation Act 1987 and Wildlife Act 1953 or bylaws made under the Reserves Act 1977 or the National Parks Act 1980; and
- (c) with all notices and requisitions of any competent authority affecting or relating to the Easement Land or affecting or relating to the conduct of the Concession Activity; and
- (d) with all Department signs and notices placed on or affecting the Easement Land

13.2 The Concessionaire must comply with this Concession.

13.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 13.1(a) is deemed to be a breach of this Concession.

13.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Easement Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

14. When can the Concession be terminated?

14.1 If the Concessionaire breaches any of the conditions of this Concession the Grantor may terminate this Concession at any time in respect of the whole or any part of the Easement Land. Before so terminating the Grantor must give the Concessionaire either:

- (a) one calendar month's notice in writing; or
- (b) such other time period which in the sole opinion of the Grantor appears reasonable and necessary;

of the Grantor's intention so to terminate this Concession. If this Concession is terminated then the Grantor, at the Grantor's sole discretion, may adjust the Concession Fee payable or refund any Concession Fee paid in advance.

14.2 The Grantor may choose to remedy at any time any default by the Concessionaire under this Concession. Where that occurs, the Concessionaire must pay forthwith on demand all reasonable costs incurred by the Grantor in remedying such default. Before electing to so remedy in accordance with this clause the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.

15. What happens on termination or expiry of the Concession?

15.1 On expiry or termination of this Concession, either as to all or part of the Easement Land, the Concessionaire is not entitled to compensation for any structures or other improvements placed or carried out by the Concessionaire on the Easement Land.

15.2 The Concessionaire may, with the Grantor's written consent, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition.

15.3 The Concessionaire must, if the Grantor gives written notice, remove any specified structures and other improvements on the Easement Land. Removal under this clause must occur within the time specified by the Grantor and the Concessionaire is to make good any damage and leave the Easement Land and other public conservation land affected by the removal in a clean and tidy condition and replant the Easement Land with indigenous vegetation of a similar abundance and diversity as at the commencement of the Term. If before the expiry of the Term the Concessionaire makes an application for a further concession in respect of the same Concession Activity on the Easement Land then the Grantor cannot require such removal and reinstatement until such time as that concession application has been determined. If a new concession is granted then removal and reinstatement cannot be required until the expiry or termination of the new concession.

16. When is the Grantor's consent required?

16.1 Where the Grantor's consent or approval is expressly required under this Concession then the Concessionaire must seek that approval or consent for each separate time it is required even though the Grantor may have given approval or consent for a like purpose on a prior occasion. Any such consent or approval may be made on such conditions as the Grantor considers appropriate.

17. Are there limitations on public access and closure?

17.1 The Concessionaire acknowledges that the Easement Land is open to the public for access and that the Grantor may close public access during periods of high fire hazard or for reasons of public safety or emergency.

18. What about other concessions?

18.1 Nothing expressed or implied in this Concession is to be construed as preventing the Grantor from granting other concessions, whether similar or not, to other persons provided that the Grantor must not grant another concession that would derogate in any material way from the Concessionaire's ability to carry out the Concession Activity.

19. How will disputes be resolved?

19.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

19.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.

19.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

19.4 The arbitrator must include in the arbitration award reasons for the determination.

19.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

20. How are notices sent and when are they received?

20.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, by pre-paid post or email to the receiving party at the address, or email address specified in Item 11 of Schedule 1. Any such notice is to be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of post, on the 3rd working day after posting;
- (c) in the case of email,

- (i) if sent between the hours of 9am and 5pm on a working day, at the time of transmission; or
- (ii) if subclause (i) does not apply, at 9am on the working day most immediately after the time of sending.

Provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice.

20.2 If either party's details specified in Item 11 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

21. What about the payment of costs?

21.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.

21.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

22. What about the powers implied by statute?

22.1 The rights and powers implied in the relevant easements by Schedule 5 to the Land Transfer Regulations 2018 (as set out in Schedule 5 of this Concession) apply to this Concession **EXCEPT** to the extent set out in Schedule 3 of this Concession.

22.2 The rights and powers implied by Schedule 5 to the Property Law Act 2007 do not apply to this Concession.

23. What about Co-Siting?

23.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Easement Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.

23.2 The Concessionaire must not allow Co-Siting on the Easement Land without the prior written consent of the Grantor.

- 23.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land.
- 23.4 In addition, the Grantor must withhold consent if:
- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Easement Land; or
 - (b) the Grantor considers the change to be detrimental to the environment of the Easement Land.
- 23.5 Subject to clause 23.4 the Concessionaire must, if required by the Grantor, allow Co-Siting on the Easement Land.
- 23.6 Where the Concessionaire maintains that Co-Siting by a third party on the Easement Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Easement Land; or
 - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Easement Land; or
 - (d) interfere with or prevent future forecast works of the Concessionaire,
- the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 23.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 23.6.
- 23.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 19 of this Schedule 2.
- 23.8 Where the Concessionaire is required under clause 23.5 to allow Co-Siting on the Easement Land, the Concessionaire is, subject to clause 23.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Easement Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Easement Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:
- (a) any written comments or submissions of the Concessionaire and third party;

- (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
- (c) any other matters the Grantor considers relevant.

23.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 19 of this Schedule 2.

23.10 For the avoidance of doubt, a Co-Sitee permitted on the Easement Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Easement Land.

23.11 The Grantor must not authorise the third party to commence work on the Easement Land until all relevant resource consents are issued, an agreement is executed between the Concessionaire and third party, and any conditions imposed by the Concessionaire have been met.

24. Jointly and severally liable

24.1 In the event that this Concession is held by multiple Concessionaires, they will be jointly and severally liable.

25. Are there any Special Conditions?

25.1 Special conditions are specified in Schedule 3. If there is a conflict between this Schedule 2 and the Special Conditions in Schedule 3, the Special Conditions shall prevail.

26. The Law

26.1 This Concession is to be governed by and interpreted in accordance with the laws of New Zealand.