

ACCESS ARRANGEMENT 93190-AA

THIS AGREEMENT for an Access arrangement pursuant to section 61 of the Crown Minerals Act 1991 dated 18th June 2021 between the Minister of Conservation (hereinafter together with the Minister's agents referred to as "the Minister") and Reefion Resources Pty Limited (hereinafter referred to as the "Permit holder").

WHEREAS

- (a) The Land described in the First Schedule is administered by the Department of Conservation pursuant to section 19 and 23B of the Conservation Act 1987 and the Minister is responsible for that Department;
- (b) The Permit holder has been granted a minerals permit (Exploration Permit 60648) by the Minister of Energy and Resources pursuant to section 25 of the Crown Minerals Act 1991 to undertake exploration and exploration operations in and on the Land;
- (c) The Permit holder pursuant to section 59 of the Crown Minerals Act 1991 has requested from the Minister an Access arrangement in respect of the Land described in the First Schedule to conduct exploration and exploration operations.

IT IS AGREED between the Minister of the first part and the Permit holder of the second part that the Permit holder may enter the Land described in the First Schedule subject to the terms and conditions set out below and in the Second Schedule hereto:

1. INTERPRETATION

"Access arrangement" means this agreement for an access arrangement.

"Act" means the Crown Minerals Act 1991.

"Annual Work Programme" and "Work Programme" means the Work Programme referred to in Condition 6(b).

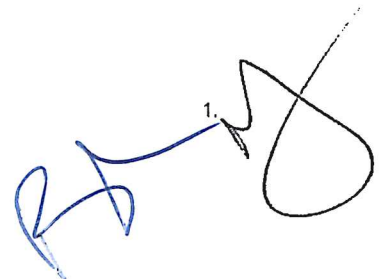
"Exploration" has the meaning as defined in section 2 of the Crown Minerals Act 1991.

"Exploration operations" means operations in connection with exploration for any Crown owned mineral and authorised under this Access Arrangement.

"Department" means the Department of Conservation.

"Land" means the land described in the First Schedule.

"Minister" means the Minister of Conservation and includes his or her delegate, the Director General, and his or her authorised officers (including the Operations Director, Operations Manager, Permissions and Land Director and Permissions and Land Manager), employees, agents or contractors.



"Exploration" and "Exploration operations" have the same meanings as defined in section 2 of the Crown Minerals Act 1991.

"Permit holder" includes the permit holder, its servants, agents, contractors and assignees.

ASSIGNMENT

2. The Permit holder will not assign, transfer or sublet any rights herein granted or any part thereof without the prior written consent of the Minister.

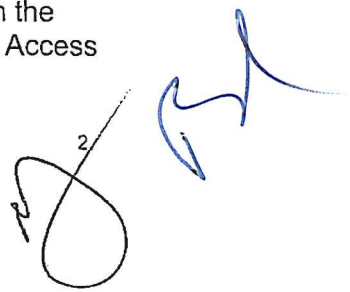
COMPENSATION

3. Pursuant to section 76 of the Act, the Permit holder will pay the Minister:
 - (a) \$6,000 + GST per annum for the intrusion of an industrial operation on the Land as a result of Exploration operations, to be paid at the time of presentation of an Annual Work Programme for the succeeding 12 months;
 - (b) \$200 + GST for a paddock drill site;
 - (c) \$1,500 + GST per drill site where vegetation is damaged or cleared.

All compensation amounts are to be annually reviewed for changes in Consumer Price Index (CPI) and adjusted accordingly. Compensation will be paid by the Permit holder upon receiving an invoice from the Department or at the time of presentation of an Annual Work Programme, prior to commencing of Exploration and Exploration operations, with 3(a) being paid in advance and 3(b-c) being paid in arrears. All compensation is payable into a Department of Conservation administered trust account for conservation purposes in the Western South Island Region.

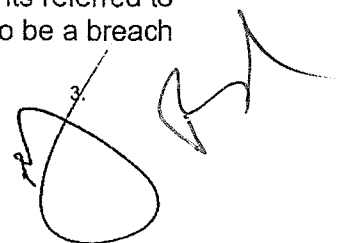
ADMINISTRATION COSTS

4. Pursuant to section 76 of the Act the Permit holder will pay to the Minister:
 - (a) the Permit holder will pay to the Minister all actual and reasonable costs to cover the administrative costs of processing this Access arrangement.
 - (b) the actual and reasonable costs of administering this Access arrangement.
 - (c) The actual and reasonable costs of monitoring compliance of the conditions in this Access arrangement including all associated inspections of the Land by the Department.
5. The Permit holder will pay to the Minister a Management Fee of \$250.00 + GST per annum for administration and file management associated with the exploration and exploration operations and/or management of this Access Arrangement.

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PRECONDITIONS BEFORE ENTRY TO LAND FOR EXPLORATION

6. The Permit holder will not enter in or on to the Land for the purpose of commencing exploration and exploration operations until:
 - (a) The documents referred to in Condition 8 have been supplied to the Minister; and
 - (b) The Permit holder has submitted to the Minister an Annual Work Programme in accordance with Condition 51 in the Second Schedule; and
 - (c) Any payments referred to in Conditions **Error! Reference source not found.**, 4, 15 and 19 which are due and owing have been paid; and
 - (d) The Minister has approved the plans required to be submitted by Condition 6(b) and has issued the Permit holder with an Authority to Enter and Operate as provided by Condition 9.
7. The Minister may require the Permit holder to vary the proposed Annual Work Programme to ensure the exploration and exploration operations are not inconsistent with the conditions of this Access arrangement. Where required by the Minister the Permit holder will amend the proposed Annual Work Programme accordingly.
8. The Permit holder must seek an Authority to Enter and Operate from the Minister. At the time of seeking an Authority to Enter and Operate, the Permit holder will submit to the Minister:
 - (a) A copy of the insurance policies and the premium payment receipts and guarantees or bonds as required in Conditions 18 and 19; and
 - (b) A copy of the exploration permit granted pursuant to section 25 of the Act; and
 - (c) A copy of all resource consents granted under the Resource Management Act 1991, and a copy of any reports that the Permit holder has been required to submit to the consent authority as a requirement of any resource consent relating to the exploration permit.
9. Upon the Minister being satisfied that the requirements of Conditions 6, 7 and 8 have been met, the Minister will issue the Permit holder with a written "Authority to Enter and Operate" permitting the Permit holder to enter in or on to the Land to commence exploration and exploration operations for a period of 12 months, unless the exploration permit has a lesser term remaining.
- 9A. A breach or failure to comply with the requirements of the documents referred to in Condition 6(d), and approved by the Minister, shall be deemed to be a breach

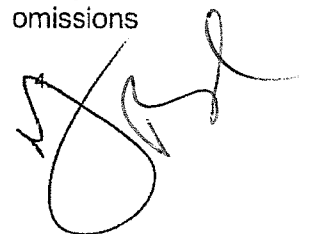
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of this Access Arrangement, and shall entitle the Minister or Manager to exercise any rights or powers which arise from a breach of or failure to comply with the terms of this Access Arrangement.

10. Prior to the expiry of the first Authority to Enter and Operate, and each subsequent Authority to Enter and Operate thereafter, the Permit holder will submit to the Minister for approval a further Annual Work Programme and any other plans or amended plans as required by Condition 6(b) and any other requirements of Conditions 6, 7 and 8 for the succeeding 12 month period (or a lesser period if considered appropriate by the Permit holder).
11. Except as permitted by the Minister, the Permit holder will not after the expiry of an Authority to Enter and Operate, undertake any work prior to each subsequent Authority to Enter and Operate has been issued by the Minister pursuant to Condition 9.
12. The Minister will not unreasonably fail to grant a subsequent Authority to Enter and Operate where the Permit holder has supplied all the required documentation and made all the payments required by Condition 10, and the further Annual Work Programme is consistent with the project description contained in the application for this Access arrangement and the conditions of this Access arrangement.
13. Pending the granting of a subsequent Authority to Enter and Operate the Minister may in his or her discretion, issue an interim Authority to Enter and Operate providing the documents and payments required by Condition 10 have been submitted.

INDEMNITIES

14. The Permit holder will indemnify and keep indemnified the Minister against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered as a result of or arising out of any act or omission of the Permit holder, or otherwise caused as a result of the exploration and exploration operations on the Land.
15. If due to the Permit holder's exploration or exploration operations the Land or any part of it is assessed as rateable land under the Local Government (Rating) Act 2002, or any amendment to that Act, or the introduction of a new Act in substitution for it, the Permit holder is to pay any of the rates which may be struck in respect of the Land and/or the exploration or exploration operations; but both parties expressly agree that such payment is not to constitute an acknowledgement of exclusive possession by the Permit holder of the Land.
16. The Minister will not be liable for and does not accept any responsibility for damage or interference to the exploration and exploration operations, equipment, buildings or structures, held or erected on the Land due to any cause whatsoever including (without restriction) any acts or omissions by the Minister, their servants, agents, or contractors (other than acts or omissions

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arising from the wilful misconduct of the Minister, his servants, agents or contractors), natural disaster, vandalism, sabotage, fire, exposure to the elements or any other cause whatsoever.

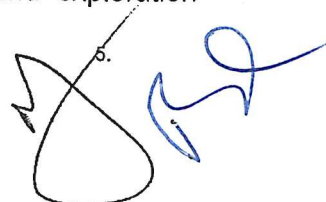
17. The Permit holder will take all reasonable steps to protect the safety of persons present on the Land during exploration and exploration operations and between work periods and will, when required by the Minister, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the exploration and exploration operations. The Permit holder will take all reasonable steps to mitigate any dangers to the public and will clearly mark any that remain.
 - (a) Where the Permit holder, to ensure the safety of the public, employees, plant and equipment, requests the Minister (acting under delegated authority from the Minister) to close public access to the Land the Minister may do so if he or she considers it appropriate.
 - (b) The Permit holder will give the Minister reasonable notice of its request so that the Minister can ensure that all reasonable steps are taken to ensure members of the public are made aware of the closure and the reasons for it.
 - (c) The Permit holder will be responsible for the costs of ensuring that the public is made aware of the closure.

INSURANCE

18. Prior to commencing exploration and exploration operations the Permit holder will effect and maintain during the term of this Access arrangement insurance cover on terms acceptable to the Minister for an amount of **\$1,000,000.00** for public liability, **\$2,000,000.00** for aviation legal liability. The Minister may from time to time require the cover of any insurance to be increased to such an amount as considered reasonably necessary.

BONDS

19. Prior to commencing exploration and exploration operations the Permit holder will provide a bond to ensure compliance by the Permit holder with the conditions of this agreement. The bond will be in a form approved by the Minister and the initial bond will not be less than **\$10,000.00**.
20. Notwithstanding Condition 19 the Minister may during consideration of any Annual Work Programme or variation to any Annual Work Programme require the bond amount to be increased.
21. The bond or bonds will not be released and will remain effective until such time as all conditions of this agreement have been complied with, notwithstanding the completion of exploration and exploration operations. In the event that there is an adverse effect to the Land and its natural resources whether during or after the completion of the exploration and exploration



operations which is not permitted by this agreement and could not have reasonably been foreseen, the Permit holder will take all action necessary to mitigate or remedy those adverse effects. If the Permit holder fails to mitigate or remedy those adverse effects to the Minister's satisfaction, the Minister may undertake any necessary action to do so and recover the costs associated with undertaking the work by calling on the bond or bonds.

22. If the Permit holder breaches any condition of this arrangement the Minister may call on the bond or bonds, or any portion thereof to ensure compliance with the conditions of this agreement.

FIRE PRECAUTIONS

23. The Permit holder will:

- (a) Take all reasonable precautions to ensure no fire hazard arises from the exploration and exploration operations;
- (b) Not light any fire except by permit issued by the Minister;
- (c) Not store or permit to be stored fuels or other combustible materials on the Land without the prior written permission of the Minister;
- (d) Comply with the Minister's requirements for fire safety equipment and for fire fighting equipment to be kept on the Land.

PROTECTION OF THE ENVIRONMENT

24. The Permit holder will ensure that in respect of all exploration and exploration operations under this Access arrangement:

- (a) Environmental disturbance is minimised and land affected by exploration and exploration operations is kept stable and free from erosion.
- (b) There is no land disturbance other than that authorised under this Access arrangement.
- (c) All indigenous flora and fauna are protected except for disturbance authorised under this Access arrangement.
- (d) No debris, rubbish or other dangerous or unsightly matter will be deposited in or on the Land, or any pollution will occur of any water body, except as permitted by this Access arrangement and any resource consent granted under the Resource Management Act 1991.
- (e) There will be no destruction, damage or modification to any archaeological site in the area (as defined by the Heritage New Zealand Pouhere Taonga Act 2014) without the authority of the Heritage New Zealand Pouhere Taonga Board of Trustees obtained under section 48 of that Act. The Permit holder must produce such authority to the Minister.

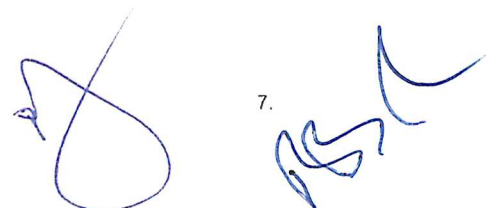
- (f) Any *protected New Zealand object*, or *taonga tūturu* (as defined by the Protected Objects Act 1975), or object of historic significance found in the area or on the Land shall be left *in situ*, and the Minister and Secretary of Internal Affairs notified as soon as reasonably practicable.
- (g) Every person under the Permit holder's control entering on to the Land complies with the provisions of this Condition (Condition 24).

SUPPLY OF INFORMATION

- 25. The Permit holder will lodge with the Minister copies of the renewal of or substitution for any insurance policies including receipts for payment of premiums, any variations to bonds and evidence that the bonds are in force.
- 26. The Permit holder will provide to the Minister all information required from time to time by the Minister in respect of the use of the Land and any buildings or equipment thereon including any details concerning the exploration and exploration operations and details concerning the numbers of people employed by the Permit holder or permitted or allowed by the Permit holder to come onto the Land.
- 27. The Permit holder will submit to the Minister a copy of any application lodged with the Ministry of Business, Innovation and Employment to vary the minerals permit covering the Land including any application to transfer the exploration permit to another person or party.
- 28. The Permit holder will apply for a variation to this Access arrangement should it wish to undertake exploration or exploration activities on any land managed or administered by the Minister within any variation to the minerals permit granted by the Ministry of Business, Innovation and Employment that is not already covered by this Access arrangement.
- 29. Notwithstanding Condition 28 it will be at the Minister's discretion as to whether any variation applied for in accordance with Condition 28 is approved or not.

MONITORING

- 30. The Permit holder will allow the Minister or any other person authorised by the Minister to enter in or on to the Land at any time:
 - (a) To inspect the Land or to consider approval of any Annual Work Programme or other plans, or to monitor compliance with the conditions of this Access arrangement.
 - (b) To undertake any work necessary for the exercise of the Minister's functions and powers in respect of the Land provided that such work will not unnecessarily interfere with the Permit holder's rights under this Access arrangement.



31. Monitoring may include but is not limited to, the taking of soil and water samples, and the taking of a photographic record of activities occurring on the Land subject to the Access arrangement.

BANKRUPTCY OR INSOLVENCY

32. If the Permit holder will become bankrupt or insolvent or have a receiving order made against it or compound with its creditors or being a corporation or company commence to be wound up or carry on its business under a receiver for the benefit of creditors or any of them the Minister may either:
- (a) Terminate this Access arrangement forthwith by notice in writing to the Permit holder or to the receiver or liquidator or to any person in whom the Access arrangement may become vested; or
 - (b) Give such receiver or liquidator or other person the option of continuing the Access arrangement subject to the provision of a guarantee for the due and faithful performance of the Access arrangement up to an amount to be agreed.

TERM

33. The term of this Access Arrangement will be from the date of execution of this Access Arrangement until 18 March 2026, or the expiry of Exploration Permit 60648.

BREACH OF CONDITIONS

34. Subject to Condition 32 if the Permit holder becomes bankrupt, insolvent, or has a receiving order made against it or is wound up or otherwise ceases to function the Minister may terminate this Access arrangement by notice in writing. Such notice will not release the Permit holder from liability in respect of any breach of this Access arrangement prior to the termination of the Access arrangement.
35. If the Permit holder is in breach, or fails to observe any of the conditions contained herein or the requirements of any approved Annual Work Programme or any other approved plan, then the Minister may by notice in writing terminate this Access arrangement.
36. Notwithstanding Conditions 34 and 35, termination of this Access arrangement will not release the Permit holder from liability in respect of any breach of this Access arrangement.
37. Upon termination or expiry of this Access arrangement the Minister will not be liable to pay any compensation whatsoever for any buildings, structures or improvements erected by the Permit holder. If requested by the Minister the Permit holder will remove all such buildings and structures and improvements. The Permit holder will repair at its own expense all damage which may have been done by such removal and will leave the Land in a clean and tidy condition for restoration as set out herein. If the Permit holder fails to remove any

buildings within a reasonable time of the request of the Minister, the Minister may undertake this work and recover the costs from the Permit holder.

MISCELLANEOUS

38. If the Permit holder has:

- (a) Not paid any compensation payment as provided by Condition **Error! Reference source not found.**; or
- (b) Not submitted an Annual Work Programme to the Minister –

Within two years of the date of execution of this Access arrangement, this Access arrangement will terminate and cease to have any effect.

- 39. Any notice required to be addressed by either party will in the absence of proof to the contrary be sent by ordinary post or by facsimile during normal business hours and will be deemed to have been received by the other party on such date and at such time upon which the ordinary post or facsimile would have been delivered.
- 40. The Minister's address, phone and fax number for service will be C/- The Minister, The Department of Conservation, 10 Sewell Street, Private Bag 701, Hokitika.
- 41. The Permit holder's phone number and address for service will be: C/O Paul Angus; Reefton Resources PTY Limited; s 9(2)(a)
s 9(2)(a)

DISPUTE RESOLUTION

- 42. The parties agree to negotiate in good faith to resolve any differences which arise in connection with this Access arrangement.
- 43. Failing resolution in accordance with Condition 42, any differences and disputes between the parties concerning this Access arrangement, its interpretation, effect or implementation or any act or thing to be done in pursuant thereof (except as otherwise expressly provided) is to be referred to arbitration in New Zealand by a single arbitrator who is to be mutually agreed upon and, failing agreement, are to be appointed by the President of the New Zealand Law Society.

GENERAL

- 44. Except where inconsistent with this Access arrangement, the Permit holder will comply with the provisions of any conservation management strategy or conservation management plan pursuant to Part IIIA of the Conservation Act 1987, together with any amendment or review of any strategy or plan.
- 45. The Permit holder will at all times comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Land or

affecting or relating to the exploration and exploration operations including the Health and Safety at Work Act 2015, the Fire and Emergency New Zealand Act 2017, the Hazardous Substances and New Organisms Act 1996, and the Conservation Act 1987 and all Acts included in its First Schedule.

46. The Permit holder will not use any Land subject to this Access arrangement for any purposes other than those specified in this Access arrangement. Unless otherwise authorised by this Access arrangement, or otherwise approved by the Minister, the Permit holder will not erect, install or operate anything on the Land other than that described in the approved Annual Work Programme or any other approved plans submitted in accordance with Condition 6(b).
47. The headings set out in this Access arrangement have been inserted for convenience and will not in any way limit or govern the construction of this Access arrangement.
48. Nothing in this Access arrangement including Special Conditions in the Second Schedule will prevent the Minister from participating in any statutory process in respect to any matter relating to exploration and exploration operations in or on the Land defined in this Access arrangement.
49. If any conditions attached to any resource consent obtained by the Permit holder are in the opinion of the Minister inconsistent with this Access arrangement the Minister may review the provisions of this Access arrangement and this Access arrangement may be varied accordingly.
50. If, in the opinion of the Minister, the exploration operations of the Permit holder are having, or may have an adverse effect on the natural, historic or cultural values of the Land, which are not permitted by this Access arrangement and could not have reasonably been foreseen, the Minister may either suspend the Access arrangement until the Permit holder remedies or mitigates such adverse effects to the extent satisfactory to the Minister; or review the conditions of this Access arrangement and impose any further conditions necessary to avoid, remedy or mitigate such adverse effects.
51. The Permit holder shall have no expectation that any further Work Programme, Access Arrangement or Access Arrangement variation shall be approved for further exploration, or exploration operations, if exploration is approved under this Access Arrangement, or any Work Programme under this Access Arrangement.
52. The Permit holder must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collection agencies engaged by the Minister) arising out of and associated with steps taken by the Minister to enforce or attempt to enforce the Minister's rights and powers under this Access Arrangement including the right to recover outstanding money owed to the Minister'.



53. Any failure by the Minister to exercise any right or power under this Access Arrangement does not operate as a waiver and the single or partial exercise of any right or power by the Minister does not preclude any other or further exercise of that or any other right or power by the Minister.

Signed for and on behalf of _____)
the Minister of Conservation _____)
by:



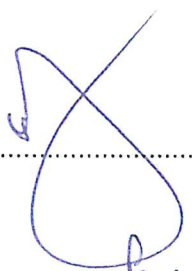
Shane Hall
Operations Manager,
Greymouth District
Department of Conservation, _____)
pursuant to a written delegation _____)
from the Minister of Conservation _____)
under the Crown Minerals Act 1991 _____)

in the presence of:

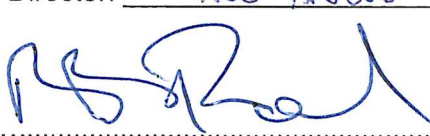


.....
Lucy Croft
Permissions Advisor, Hokitika

Signed on behalf of **Reefton Resources PTY Limited**

Signed:  (Director)

Name of Director: Paul Angus

Signed:  (Director)

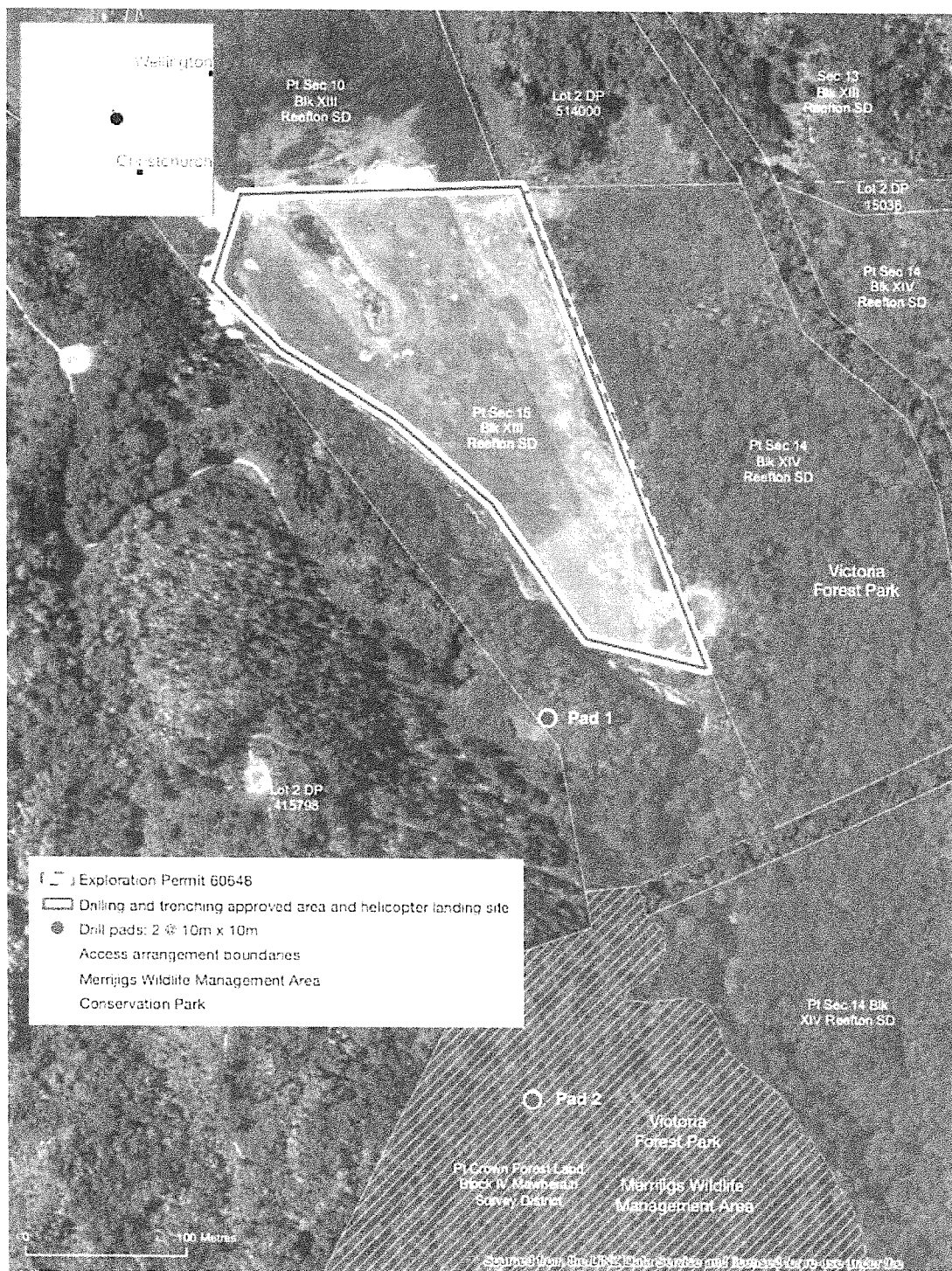
Name of Director: Brian B. Rowan

FIRST SCHEDULE

The Permit holder, subject to the conditions contained in this Access arrangement, will have access to approximately 3.998 hectares of Victoria Forest Conservation Park and 0.01 hectares of Merrijigs Wildlife Management Area contained within Exploration Permit 60648, and more specifically as described below and on the attached plan:

- 22 drill pad sites
- 1 pumpsite
- 3 trenches





Permission Holder:
Mining Permit Number:
Permission Number:
Location ID:

Access Arrangement Area

Reefton Resources Pty Ltd
60648
93190-AA
95213 (drill pads),
66612 (drilling and trenching approved area
and helicopter landing site)
4 ha



Drilling and trenching approved area and helicopter landing site
subject to the conditions of the Mining Permit and the relevant resource consent

New Zealand Government

2.

SECOND SCHEDULE

SPECIAL CONDITIONS: ACCESS ARRANGEMENT FOR EXPLORATION PERMIT 60648

NOTE: These conditions are in addition to the conditions in the main body of the Access arrangement and do not in any way affect the generality of those conditions.

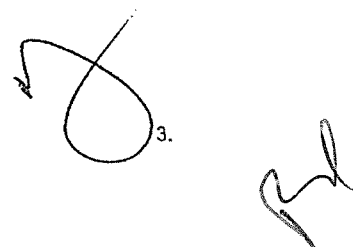
ANNUAL WORK PROGRAMME CONDITIONS

54. Before undertaking any exploration or exploration operations under this Access arrangement, the Permit holder will submit to the Minister for approval the first Annual Work Programme and thereafter annually submit for approval a new Work Programme for the succeeding 12 month period.

The Annual Work Programme will include:

- (a) A recent aerial photograph or plan at an appropriate scale showing the Exploration permit boundary and the conservation land boundary and the location of all proposed exploration and exploration operations for the forthcoming 12 months.
 - (b) A description of all exploration related activities including operations, mitigation measures, monitoring and reporting carried out in the previous 12 months.
 - (c) A detailed description of all exploration operations, mitigation measures, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - (d) A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of activities within the last 12 months and the steps taken to mitigate or remedy any effects that resulted.
 - (e) Any other information required by other conditions of this agreement or that is required by any resource consent held by the Permit holder relating to this exploration operation.
55. The Permit holder will undertake all work in accordance with the approved Annual Work Programme.
56. The Permit holder may, at any time, submit to the Minister for approval an amended Annual Work Programme.

AUTHORISED ACTIVITIES

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57. Subject to these Special Conditions and approval of an annual work programme the Permit holder may undertake the following Exploration and Exploration operations on the Land:
- (a) Undertake exploration drilling at up to 22 sites delineated on the Map in the First Schedule of this Access Arrangement;
 - (b) Undertake trenching at up to 3 sites delineated on the Map in the First Schedule of this Access Arrangement;
 - (c) Utilise helicopters and landing at the sites delineated on the Map in the First Schedule of this Access Arrangement
58. The Permit holder will undertake all Exploration and Exploration operations in accordance with the Access arrangement application lodged by the Permit holder, this Access arrangement approved by the Minister, and an Authority to Enter and Operate issued by the Minister in accordance with Condition 9. In the event of inconsistency, the Access arrangement and Authority to Enter and Operate shall prevail over the application for Access arrangement.

EXCLUSION AND OPERATING CONDITIONS

59. The Permit holder will ensure that the disturbance does not exceed:
- (a) 10 metres x 10 metres for drill sites 1 – 22
 - (b) Up to 4 trenches, 30 metres long, 5 metres wide, 5 metres deep
60. The Permit holder shall cease from operating night shifts if noise complaints arise from neighbouring properties.

MINOR CHANGES TO SITE LOCATIONS

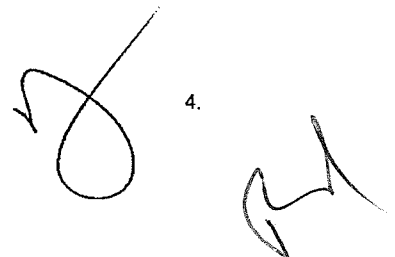
61. In a situation where the exact site locations delineated on the Plan attached to the First Schedule of this Access Arrangement are unsuitable for Exploration and Exploration operations due to unforeseen circumstances or specific matters included in these Special Conditions, the Permit holder must seek agreement of an alternative location from the Minister. Alternative sites must be within proximity and as close to the originally listed location as possible. Agreement of the alternative site may require a site visit from the Minister.

VEGETATION CLEARANCE

62. The Permit holder will not damage any tree that is greater than 15 cm diameter at breast height (DBH), unless prior written approval is obtained by the Minister.
63. Vegetation clearance must be minimised at all times and only undertaken where necessary to carry out Exploration and Exploration operations.

STORAGE AND STRUCTURES

4.



64. The Permit holder must not erect/place on the Land any sheds, containers or similar structures unless the prior written approval from the Minister has been obtained.

MACHINERY

65. The Permit holder will ensure that all equipment and machinery is kept in good working order and is regularly serviced and maintained.

FUEL AND LUBRICANTS

66. All fuel will be stored in safe, secure double skinned containers.
67. The Permit holder 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>
68. The Permit holder will ensure that appropriate equipment is kept on site to deal with any fuels spills. All spills will be cleaned up as soon as practicable.
69. Any fuel or lubricant spill greater than approximately 1 Litre, will be reported to the Minister at the earliest opportunity including the amount spilled, remedial action undertaken and any further actions required to fully remediate the site.
70. The Permit Holder will ensure than any refuelling, lubrication and/or maintenance and mechanical repairs on machinery are undertaken in an appropriate area where any spillages can be contained. No refuelling is to take place within 10m of any waterway.

FIRE MANAGEMENT

71. The Permit holder will keep a fire extinguisher on-site at all times.

PUBLIC ACCESS

72. The Permit holder will not prevent public access to the Land or parts of the Land unless written approval to do so has been obtained from the Minister.

DOGS

73. The Permit holder will not take any dog or other domestic animal on to the Land unless written approval to do so has been obtained from the Minister.

WEED AND PEST CONTROL



74. The Permit holder will ensure that all plant and equipment to be used for exploration and exploration operations permitted by this Access arrangement are as far as practicable, clean and free of any exotic weed and seed material prior to entry on to the Land.

REMOVAL OF MATERIAL

75. At the completion of the exploration and exploration operations the Permit holder will remove from the site all materials including rubbish, associated with the exploration operation, unless the Minister has given prior written approval for the item(s) to remain.

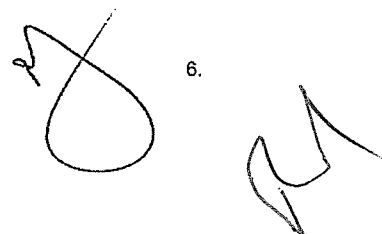
WATER MANAGEMENT

76. The Permit holder will ensure that any water take does not exceed 40 cubic metres/day nor more than 20% of the water flow.
77. The Permit holder will ensure that no Exploration and Exploration operations are undertaken within 20 metres of any water bodies, other than to draw water.
78. The Permit holder will not create dams and/or pool water in any waterway. When taking water from a creek bed channel, a 3mm fish screen will be installed, operated and maintained on any water take to ensure that fish are prevented from passing into the intake.
79. The Permit holder will ensure no sediment laden water is discharged to any waterway on the Land or enters any waterway adjoining or proximate Land administered by the Department.
80. The Permit holder will ensure that there is a minimum buffer of at least 20 metres between drill sites and any waterway.
81. All intake nozzles must have 3mm fish screens fitted.

AIRCRAFT

82. The Permit holder will ensure that aircraft landing/hovering zones are maintained to ensure public safety. If the Permit holder cannot have personnel present on the Land during helicopter hovers and/or landings, then notices advising the public of the hazards associated with the helicopter hovers and/or landings must be erected on the Land.
83. The Permit holder and any pilot of the aircraft authorised by this Access arrangement will hold the applicable aviation document and privileges to conduct the exploration operations under the Civil Aviation Rules and will comply with Civil Aviation law.
84. The Permit holder will ensure that aircraft idle times on the ground are kept to a practicable minimum.

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85. The Permit holder will not refuel, leave any fuel drums or construct any fuel dumps on the Land, unless in an emergency situation.
86. Aircraft operations must be undertaken by a department approved concessionaire.
87. During the term of this Access arrangement, where the Minister believes that the effects of aircraft noise should be further reduced, the Minister may, by notice, require the Permit holder to either undertake measures to minimise the effects of noise on conservation values or become accredited to a recognised noise abatement and disputes resolution programme. If such notice is given by the Minister, the Permit holder will:
- (a) if required to, undertake measures to minimise the effects of noise on conservation values and within 3 months from receiving the notice undertake those measures to the satisfaction of the Minister until the Access arrangement has expired; and/or
 - (b) if required to, become accredited to a recognised noise abatement and disputes resolution programme within 3 months from receiving the notice and provide proof to the Minister that such accreditation has been completed, and will keep their participation in that programme or training current until the Access arrangement has expired.

The Minister may, at any time, issue a subsequent notice(s) requiring the Permit holder to implement the other option.

REHABILITATION

88. During operations and upon completion of Exploration the Permit holder will restore the landforms and vegetation of all disturbed areas to the satisfaction of the Minister. Rehabilitation will include ripping up any compacted surfaces, resspreading vegetation over access tracks, filling all exploration drill holes, recontouring, resspreading of topsoil and returning the paddock to pasture.
89. All trees and other flora on the Land at all times remain the property of the Minister and shall be used for purposed of onsite rehabilitation unless the Minister states in writing that they are not required for rehabilitation purposes and are to be disposed of in accordance with section 28 of the Conservation Act 1987.

HISTORIC SITES

90. Upon the discovery of any historical or archaeological object or artefact not authorised for destruction, damage or modification by Heritage New Zealand Pouhere Taonga, the Permit holder shall immediately cease exploration or

7.



exploration operations and protect from damage any such object or artefact, and shall forthwith notify the Minister. Conditions protecting the historical or archaeological object or artefact, shall be defined by the Minister and/or Heritage New Zealand Pouhere Taonga, and must be adhered to by the Permit holder.

91. The Permit holder will be required to record the location and details of any historic site and object/artefact found on, in or under the Land. The Permit holder will protect from damage any historic site and object/artefact, and contact the Department on finding any such sites and objects/artefacts.

CULTURAL SITES

92. The Permit holder will be required to record the location and details of any cultural site and/or object/artefact found on, in or under the Land including Koiwi Tangata (human bones) or Toanga (artefacts/middens). On finding such site or object/artefact the Permit holder will cease work immediately and contact:
- (a) the Department; and
 - (b) Te Rūnanga o Ngāti Waewae Chairperson, Ph. 0508 786 2642, email: francois@ngatiwaewae.org.nz; and/or
 - (c) Tumuaki, Te Runanga o Makaawhio, Level 1, 99 Revell St, PO Box 225, Hokitika 7842, Ph 03 755 7885, Fax 03 755 6885.

POUNAMU

93. The Permit holder acknowledges that pounamu (including all nephrite, semi-nephrite, bowenite and serpentine) is under the ownership of Te Rūnanga o Ngāi Tahu pursuant to the Ngāi Tahu (Pounamu Vesting) Act 1997.
94. No pounamu may be removed or recovered by the Permit holder or its employees unless written authorisation is first entered into with Te Rūnanga o Ngāi Tahu. Where any pounamu is found by the Permit holder or its employees on or under the Land during the course of operations the Permit holder is required to immediately notify:
- (a) the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, Ph. 0800 Kai Tahu (0800 524 8248); and
 - (b) Te Rūnanga o Ngāti Waewae Chairperson, Ph. 0508 786 2642, email: s 9(2)(a)
 - (c) Tumuaki, Te Runanga o Makaawhio, Level 1, 99 Revell St, PO Box 225, Hokitika 7842, Ph 03 755 7885, Fax 03 755 6885.
95. The Permit holder shall, at the request of the 'Pounamu Committee' of Te Rūnanga o Ngāti Waewae, allow and accommodate a site visit by members of that committee.

CLIMATE CHANGE

94. The Permit holder acknowledges that the Minister and the Department of Conservation are reviewing their obligations under the Climate Change



Response Act 2002 and developing responses to address greenhouse gas emissions from exploration and mining activities. The reviews are likely to result in policies which seek to measure, manage and reduce greenhouse gas emissions from exploration and mining activities. The Minister wishes to signal to the Permit holder that new special conditions related to both climate change mitigation and adaptation may be imposed during the life of this Access Arrangement to address greenhouse gas emissions associated with the authorised activity.

95. If the Minister requests data relating to greenhouse gas emissions associated with the authorised activity, the Permit holder must provide any relevant data that is reasonably available to it within 6 months of the Minister's request.
96. The Minister may review and amend the conditions of this Access Arrangement to reflect climate change-related legislation and government or Departmental policy and those conditions ("Revised Conditions") may, amongst other things, require the Permit holder to measure, manage and reduce the greenhouse gas emissions of the authorised activity.
97. Before amending the conditions of this Access Arrangement in accordance with clause 96, the Minister will provide the Permit holder the draft Revised Conditions. The Permit holder may provide written comments on those draft Revised Conditions within 60 days. The Minister must take into account any comments received from the Permit holder on the Revised Conditions before finalising the Revised Conditions and notifying the Permit holder.
98. The Revised Conditions will apply to the authorised activity 4 months after the Minister has notified the Permit holder of the Revised Conditions in accordance with clause 96 or any later date specified in the Revised Conditions.

FAUNA - FALCONS

99. All exploration operations will be undertaken in a manner that minimises the disturbance and impacts on indigenous fauna.
100. Prior to undertaking Exploration operations during the falcon breeding season (September to December inclusive) drill sites and the surrounding habitat must be surveyed by the Permit holder for the presence of falcon nests or nesting pairs of falcon. Should a nest or nesting pair be located, the drill site will not be drilled until after nesting has been completed or moved to a site that is outside of active falcon nesting territory.

 9. 

THIS AGREEMENT for an Access Arrangement pursuant to section 61 of the Crown Minerals Act 1991 dated 04 July 2024 between His Majesty the King in Right of New Zealand ("**Crown**") acting by and through the Minister of Conservation and the Minister of Resources (hereinafter referred to as "the Ministers") and **Reefton Gold Limited** (hereinafter referred to as the "Permit holder").

WHEREAS

- (a) The Land described in the First Schedule is administered by the Department of Conservation pursuant to sections 19, 23A, 23B, and 25 of the Conservation Act 1987 and the Minister of Conservation is responsible for that Department;
- (e) The Minister of Resources, through the Ministry of Business, Innovation and Employment, administers the Crown Minerals Act 1991 (the Act). The purpose of the Act is to promote prospecting for, exploration for, and mining of Crown owned minerals for the benefit of New Zealand;
- (f) The Permit holder has been granted a minerals permit (**Exploration Permit 60491**) by the Minister of Resources pursuant to section 25 of the Act to undertake exploration operations in and on the Land;
- (g) Exploration Permit 60491 is classified as a Tier 1 permit pursuant to section 2B of the Act;
- (h) The Permit holder pursuant to section 59 of the Act has requested an Access Arrangement in respect of the Land described in the First Schedule to conduct exploration operations;
- (i) Pursuant to section 61(1AA) the decision of whether or not to enter into an initial Access Arrangement in relation to a Tier 1 permit is with the Ministers; and
- (j) Although this Access Arrangement is entered into by the Ministers, on behalf of His Majesty the King, the administration of the Access Arrangement together with matters relating to the Permit holder's access to and use of the Land is the responsibility of the Department. The Ministry of Business, Innovation and Employment is responsible for matters relating to the minerals permit.

IT IS AGREED between the Ministers of the first part and the Permit holder of the second part that the Permit holder may enter the Land described in the First Schedule subject to the terms and conditions set out below and in the Second Schedule hereto:

1. **INTERPRETATION**

"Access arrangement" means this agreement for an access arrangement.

"Act" means the Crown Minerals Act 1991.

"Annual Work Programme" and "Work Programme" means the Work Programme referred to in Condition 6(b).

"Dusk" and "Dawn" means 0.5 hours either side of the closest official sunrise and sunset time (<http://www.linz.govt.nz/sea/nautical-information/astronomical-information>).

"Department" means the Department of Conservation.

"Diameter at breast height" means the diameter of a tree when measured 1.4 metres above ground level. On sloping ground, the 'above ground level' reference point is the highest point on the ground touching the trunk. If the diameter at breast height falls on a swelling in the trunk the measurement should be taken directly below the swelling at the point where the diameter is the smallest.

"Exploration" has the meaning as defined in section 2 of the Act.

"Exploration operations" means operations in connection with exploration for any Crown owned mineral and authorised under this Access Arrangement.

"Exploration permit" means an exploration permit granted under the Act.

"Land" means the land described in the First Schedule.

"Manager" means the person for the time being holding office of Operations Manager, Greymouth District, Western South Island Region of the Department of Conservation and includes any person authorised by the Manager to act on his or her behalf in respect of this agreement.

"Minister" means the Minister of Conservation and includes his or her delegate, the Director-General, and his or her authorised officers (including the Operations Director, Operations Manager, Permissions and Land Director and Permissions and Land Manager), employees, agents or contractors.

"Ministers" means the Minister of Conservation and the Minister of Resources.

"Permit holder" has the meaning as defined in section 2 of the Act and includes its servants, agents, contractors and assignees.

"Potential bat roost trees" are native or exotic trees measuring >15 cm DBH (diameter at breast height) that have roosting habitat features (hollows, cavities, knot holes, splits, cracks and peeling/flaking bark).

ASSIGNMENT

2. The Permit holder will not assign, transfer or sublet any rights herein granted or any part thereof without the prior written consent of the Ministers, and such consent will not be unreasonably withheld. Any change in the Permit holder's shareholding altering the effective control of the Permit holder shall be deemed to be a proposed assignment requiring the consent of the Ministers.

COMPENSATION

3. Pursuant to section 76 of the Act, the Permit holder will pay the Minister:
- a) \$15,000 + GST per annum for the intrusion of an industrial operation on the Land as a result of Exploration operations, to be paid at the time of presentation of an Annual Work Programme for the succeeding 12 months; and
 - b) \$1,800 + GST as a one-off fee per new campsite and/or helicopter landing area utilised on the Land or \$750 + GST as a one-off fee for any existing campsite and/or helicopter landing area utilised on the Land; and
 - c) \$1,800 + GST per new drill site; and
 - d) \$900 + GST per reuse of any drill site authorised under this Access Arrangement where regenerating vegetation is damaged or cleared; and
 - e) \$250 + GST per man-portable drill site; and
 - f) \$250 + GST per pump site; and
 - g) \$300.00 + GST per drill site where any vegetation cleared/felled at that site is equal to or greater than 10cm diameter at breast height and less than 15cm diameter at breast height; or
 - h) \$600.00 + GST per drill site where any vegetation cleared/felled at that site is equal to or greater than 15cm diameter at breast height and less than 30cm diameter at breast height; or
 - i) \$900 + GST per drill site where any vegetation cleared/felled at that site is equal to or greater than 30cm diameter at breast height; and
 - j) \$3,000 + GST if helicopters are used in association with Exploration operations in the period from December to February (inclusive); and
 - k) Additional compensation should any dead or injured bat(s) be found as a result of exploration or exploration operations. Such compensation will include, but will not be limited to, the actual and reasonable costs of storing, transporting, rehabilitating, releasing and euthanizing any dead or injured bat(s) found.

All Land is delineated within the First Schedule of this Access Arrangement.

All compensation amounts are to be annually reviewed for changes in the Consumer Price Index (CPI) and adjusted accordingly. Compensation will be paid by the Permit holder upon receiving an invoice from the Department or at the time of presentation of an Annual Work Programme, prior to commencing of Exploration and Exploration operations, with 3(a) being paid in advance and 3(b to k) being paid in arrears. All compensation is payable into a Department of

Conservation administered trust account for conservation purposes in the Western South Island Region.

- 3A. Upon expiry of each Work Programme, the Permit holder will submit to the Manager a summary of all compensation payable for the Work Programme Period. The summary will include a description of all instances when situations identified in Conditions 3(b) to (k) have occurred.

COMPENSATION FOR ANY UNAUTHORISED DISTURBANCE

- 3B. The Minister may require the Permit holder to pay additional compensation for any breaches of this Access arrangement and/or Exploration and Exploration operations carried out by the Permit holder, its contractor, employee and/or Tributer on the Land or on other adjoining or proximate land administered by the Department outside of the Land **NOT** authorised by this Access arrangement. Such additional compensation will be for an amount solely determined by the Minister.

ADMINISTRATION COSTS

4. Pursuant to section 76 of the Act the Permit holder will also pay to the Minister:
- (a) All actual and reasonable costs to cover the administrative costs of processing this Access arrangement; and
 - (b) The actual and reasonable costs of administering this Access arrangement; and
 - (c) The actual and reasonable costs of monitoring compliance of the conditions in this Access arrangement including all associated inspections of the Land by the Department.
5. The Permit holder will pay to the Minister a Management Fee of \$250.00 + GST per annum for administration and file management associated with the Exploration and Exploration operations and/or management of this Access arrangement.

PRECONDITIONS BEFORE ENTRY TO LAND FOR EXPLORATION

6. The Permit holder will not enter in or on to the Land for the purpose of commencing Exploration and Exploration operations until:
- (a) The documents referred to in Condition 8 have been supplied to the Manager; and
 - (b) The Permit holder has submitted to the Manager an Annual Work Programme in accordance with Condition 62 in the Second Schedule; and
 - (c) Any payments referred to in Conditions 3, 4, 5, 15 and 19 which are due and owing have been paid; and

- (d) The Manager has approved the plans required to be submitted by Condition 6(b) and has issued the Permit holder with an Authority to Enter and Operate as provided by Condition 9.
7. The Manager may require the Permit holder to vary the proposed Annual Work Programme to ensure the Exploration and Exploration operations are not inconsistent with the conditions of this Access arrangement. Where required by the Manager the Permit holder will amend the proposed Annual Work Programme accordingly.
8. The Permit holder will seek an Authority to Enter and Operate from the Manager. At the time of seeking an Authority to Enter and Operate, the Permit holder will submit to the Manager:
- a) A copy of the insurance policies and the premium payment receipts and guarantees or bonds as required in Conditions 18 and 19; and
 - b) A copy of the exploration permit granted pursuant to section 25 of the Act; and
 - c) A copy of all resource consents granted under the Resource Management Act 1991, and a copy of any reports that the Permit holder has been required to submit to the consent authority as a requirement of any resource consent relating to the exploration permit.
9. Upon the Manager being satisfied that the requirements of Conditions 6, 7 and 8 have been met, the Manager will issue the Permit holder with a written "Authority to Enter and Operate" permitting the Permit holder to enter in or on to the Land to commence Exploration and Exploration operations for a period of 12 months, unless the exploration permit has a lesser term remaining.
- 9A. A breach or failure to comply with the requirements of the documents referred to in Condition 6(d), and approved by the Manager, shall be deemed to be a breach of this Access arrangement, and shall entitle the Ministers to exercise any rights or powers which arise from a breach of or failure to comply with the terms of this Access arrangement.
10. Prior to the expiry of the first Authority to Enter and Operate, and each subsequent Authority to Enter and Operate thereafter, the Permit holder will submit to the Manager for approval a further Annual Work Programme and any other plans or amended plans as required by Condition 6(b) and any other requirements of Conditions 6, 7 and 8 for the succeeding 12 month period (or a lesser period if considered appropriate by the Permit holder).
11. Except as permitted by the Manager, the Permit holder will not after the expiry of an Authority to Enter and Operate, undertake any work prior to each subsequent Authority to Enter and Operate has been issued by the Minister pursuant to Condition 9.

12. The Manager will not unreasonably fail to grant a subsequent Authority to Enter and Operate where the Permit holder has supplied all the required documentation and made all the payments required by Condition 10, and the further Annual Work Programme is consistent with the project description contained in the application for this Access arrangement or any variation(s) to this Access arrangement and the conditions of this Access arrangement.
13. Pending the granting of a subsequent Authority to Enter and Operate the Manager may in his or her discretion, issue an interim Authority to Enter and Operate providing the documents and payments required by Condition 10 have been submitted.

INDEMNITIES

14. The Permit holder will indemnify and keep indemnified the Ministers against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered as a result of or arising out of any act or omission of the Permit holder, or otherwise caused as a result of the Exploration and Exploration operations on the Land.
15. If due to the Permit holder's Exploration or Exploration operations the Land or any part of it is assessed as rateable land under the Local Government (Rating) Act 2002, or any amendment to that Act, or the introduction of a new Act in substitution for it, the Permit holder is to pay any of the rates which may be struck in respect of the Land and/or the Exploration or Exploration operations; but the Permit holder and the Minister of Conservation expressly agree that such payment is not to constitute an acknowledgement of exclusive possession by the Permit holder of the Land.
16. The Ministers will not be liable for and do not accept any responsibility for damage or interference to the Exploration and Exploration operations, equipment, buildings or structures, held or erected on the Land due to any cause whatsoever including (without restriction) any acts or omissions by the Ministers, their servants, agents, or contractors (other than acts or omissions arising from the wilful misconduct of the Ministers, their servants, agents or contractors), natural disaster, vandalism, sabotage, fire, exposure to the elements or any other cause whatsoever.
17. The Permit holder will take all reasonable steps to protect the safety of persons present on the Land during Exploration and Exploration operations and between work periods and will, when required by the Minister, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the Exploration and Exploration operations. The Permit holder will take all reasonable steps to mitigate any dangers to the public and will clearly mark any that remain.
 - (a) Where the Permit holder, to ensure the safety of the public, employees, plant and equipment, requests the Manager (acting under delegated authority from the Minister) to close public access to the Land the Manager may do so if he or she considers it appropriate.

- (b) The Permit holder will give the Manager reasonable notice of its request so that the Manager can ensure that all reasonable steps are taken to ensure members of the public are made aware of the closure and the reasons for it.
- (c) The Permit holder will be responsible for the costs of ensuring that the public is made aware of the closure.

INSURANCE

- 18. Prior to commencing Exploration and Exploration operations, the Permit holder will effect and maintain, during the term of this Access arrangement, insurance cover for an amount of **\$1,000,000.00** for public liability. The Manager may from time to time require the cover of any insurance to be increased to such an amount as considered reasonably necessary.

BONDS

- 19. Prior to commencing Exploration and Exploration operations the Permit holder will provide a bond to ensure compliance by the Permit holder with the conditions of this agreement. The bond will be in a form approved by the Manager and the initial bond will not be less than **\$100,000.00**.
- 20. Notwithstanding Condition 19 the Manager may during consideration of any Annual Work Programme or variation to any Annual Work Programme require the bond amount to be increased or decreased.
- 21. The bond will not be released and will remain effective until such time as all conditions of this agreement have been complied with, notwithstanding the completion of Exploration and Exploration operations. In the event that there is an adverse effect to the Land and its natural resources whether during or after the completion of the Exploration and Exploration operations which is not permitted by this agreement and could not have reasonably been foreseen, the Permit holder will take all action necessary to mitigate or remedy those adverse effects. If the Permit holder fails to mitigate or remedy those adverse effects to the Manager's satisfaction, the Manager may undertake any necessary action to do so and recover the costs associated with undertaking the work by calling on the bond.
- 22. If the Permit holder breaches any condition of this arrangement the Manager may revoke the Authority to Enter and Operate and call on the bond, or any portion thereof to ensure compliance with the conditions of this Access arrangement. If the Manager calls on the bond, or any portion thereof, the Permit holder must submit a new Work Programme or amended Work Programme for approval by the Manager before re commencing any further Exploration operations.

FIRE PRECAUTIONS

- 23. The Permit holder will:

- (a) Take all reasonable precautions to ensure no fire hazard arises from the Exploration and Exploration operations;
- (b) Not light any fire except by permit issued by the Manager;
- (c) Not store or permit to be stored fuels or other combustible materials on the Land without the prior written permission of the Manager;
- (d) Comply with the Manager's requirements for fire safety equipment and for fire fighting equipment to be kept on the Land.

PROTECTION OF THE ENVIRONMENT

24. The Permit holder will ensure that in respect of all Exploration and Exploration operations under this Access arrangement:

- (a) Environmental disturbance is minimised and land affected by Exploration and Exploration operations is kept stable and free from erosion.
- (b) There is no land disturbance other than that authorised under this Access arrangement.
- (c) All indigenous flora and fauna are protected except for disturbance authorised under this Access arrangement.
- (d) No debris, rubbish or other dangerous or unsightly matter will be deposited in or on the Land, or any pollution will occur of any water body, except as permitted by this Access arrangement and any resource consent granted under the Resource Management Act 1991.
- (e) There will be no destruction, damage or modification to any archaeological site in the area (as defined by the Heritage New Zealand Pouhere Taonga Act 2014) without the authority of the Heritage New Zealand Pouhere Taonga Board of Trustees obtained under section 48 of that Act. The Permit holder will produce such authority to the Manager.
- (f) Any *protected New Zealand object*, or *taonga tūturu* (as defined by the Protected Objects Act 1975), or object of historic significance found in the area or on the Land shall be left *in situ*, and the Manager and Secretary of Internal Affairs notified as soon as reasonably practicable.
- (g) Every person under the Permit holder's control entering on to the Land complies with the provisions of this Condition (Condition 24).

SUPPLY OF INFORMATION

25. The Permit holder will, upon request, lodge with the Manager copies of the renewal of, or substitution for, any insurance policies including receipts for

payment of premiums, any variations to bonds and evidence that the bonds are in force.

26. The Permit holder will provide to the Minister all information required from time to time by the Minister in respect of the use of the Land and any buildings or equipment thereon including any details concerning the Exploration and Exploration operations and details concerning the numbers of people employed by the Permit holder or permitted or allowed by the Permit holder to come onto the Land.
27. The Permit holder will submit to the Minister a copy of any application lodged with the Minister of Resources to vary the minerals permit covering the Land including any application to transfer all or any of the interest in the exploration permit to another person or party, and any notification of change of control under section 41AC of the Act.
28. The Permit holder will apply for a variation to this Access arrangement should it wish to undertake Exploration or Exploration activities on any land managed or administered by the Manager within any variation to the minerals permit granted by the Minister of Resources that is not already covered by this Access arrangement.
29. Notwithstanding Condition 28 it will be at the Manager's discretion as to whether any variation applied for in accordance with Condition 28 is approved or not.

MONITORING

30. The Permit holder will allow the Manager, or any other person authorised by the Manager to enter in or on to the Land at any time:
 - (a) To inspect the Land or to consider approval of any Annual Work Programme or other plans, or to monitor compliance with the conditions of this Access arrangement.
 - (b) To undertake any work necessary for the exercise of the Minister's functions and powers in respect of the Land provided that such work will not unnecessarily interfere with the Permit holder's rights under this Access arrangement.
31. Monitoring may include but is not limited to, the taking of soil and water samples, and the taking of a photographic record of activities occurring on the Land subject to the Access arrangement.

BANKRUPTCY OR INSOLVENCY

32. If the Permit holder becomes bankrupt, insolvent or has a receiving order made against it or is wound up or otherwise cease to function or carries on its business under a receiver for the benefit of creditors the Ministers may either:

- (a) Terminate this Access arrangement forthwith by notice in writing to the Permit holder or to the receiver or liquidator or to any person in whom the Access arrangement may become vested; or
- (b) Give such receiver or liquidator or other person the option of continuing the Access arrangement subject to the provision of a guarantee by one or more guarantors of any bond given, on terms acceptable to the Ministers for the due and faithful performance of the Access arrangement up to an amount to be determined by the Ministers.
- (c) Any notice under Condition 39 does not release the Permit holder from liability in respect of any breach of this Access arrangement prior to the termination of the Access arrangement or which survive termination.

TERM

- 33. The term of this Access arrangement for Exploration Permit 60491 will be for a period from the date of execution of this Access arrangement to 11 April 2029, or for the term of Exploration Permit 60491, whichever is the lesser.

TERMINATION

- 34. If the Permit holder is in breach, or fails to observe any of the conditions contained herein or the requirements of any approved Annual Work Programme or any other approved plan, the Ministers will give written notice to the Permit holder specifying the default and requiring it to be remedied within 21 consecutive days. If the Permit holder fails to comply with such notice, then the Ministers may by notice in writing terminate this Access arrangement.
- 35. Notwithstanding Condition 34, termination of this Access arrangement will not release the Permit holder from liability in respect of any breach of this Access arrangement.
- 36. Upon termination or expiry of this Access arrangement the Ministers will not be liable to pay any compensation to the Permit holder whatsoever for any buildings, structures or improvements erected by the Permit holder. If requested by the Manager and prior to the completion of Exploration and Exploration operations the Permit holder will remove all such buildings and structures and improvements. The Permit holder will repair at its own expense all damage which may have been done by such removal and will leave the Land in a clean and tidy condition for restoration as set out in the Second Schedule of this Access arrangement. If the Permit holder fails to remove any buildings within a reasonable time of the request, the Minister may undertake this work and recover the costs from the Permit holder or from the bond referred to in Condition 19.
- 37. The Permit holder is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Permit holder is liable under the Access arrangement for any breaches of the terms of the Access arrangement by its employees,

contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Permit holder.

MISCELLANEOUS

38. If the Permit holder has:

- (a) Not paid any compensation payment as provided by Condition 3; or
- (b) Not submitted an Annual Work Programme to the Manager -

Within two years of the date of execution of this Access arrangement, this Access arrangement will terminate and cease to have any effect.

39. Any notice required to be addressed by any of the parties will in the absence of proof to the contrary be sent by ordinary post, facsimile or email during normal business hours and will be deemed to have been received by the other parties;

- (a) In the case of posting by ordinary mail, on the second working day following the date of posting to the address for service; and
- (b) In the case of facsimile transmission, when sent to the facsimile number for service provided in this agreement; and
- (c) In the case of email, when acknowledged by the party orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement of receipt of the email.

40. The Minister's address, phone and fax number, and email for service will be C/- The Manager, The Department of Conservation, 10 Sewell Street, Private Bag 701, Hokitika; Ph. (03) 756 9100 Email: permissionshokitika@doc.govt.nz

41. The Minister of Resources' address, phone and fax number for service will be C/- The National Manager Minerals, Energy & Resource Markets Branch, Ministry of Business, Innovation and Employment, 15 Stout Street, Wellington 6140, P O Box 1473; Ph. 0508 263 782; Fax (04) 471 0187.

42. The Permit holder's phone number and address for service will be: Simon Henderson, Reefton Gold Limited, s 9(2)(a) 750, s 9(2)(a)

DISPUTE RESOLUTION

43. The parties agree to negotiate in good faith to resolve any differences which arise in connection with this Access arrangement.

44. Failing resolution in accordance with Condition 43, any differences and disputes between the parties concerning this Access arrangement, its interpretation, effect or implementation or any act or thing to be done in pursuant thereof (except as otherwise expressly provided) is to be referred to arbitration in New Zealand by a single arbitrator who is to be mutually agreed upon and, failing agreement, is to be appointed by the President of the New Zealand Law Society.

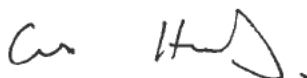
GENERAL

45. Except where inconsistent with this Access arrangement, the Permit holder will comply with the provisions of any conservation management strategy or conservation management plan pursuant to Part IIIA of the Conservation Act 1987, together with any amendment or review of any strategy or plan.
46. The Permit holder will at all times comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Land or affecting or relating to the Exploration and Exploration operations including the Health and Safety at Work Act 2015, the Fire and Emergency New Zealand Act 2017, the Hazardous Substances and New Organisms Act 1996, the Crown Minerals Act 1991, the Resource Management Act 1991 and the Conservation Act 1987 and all Acts included in its First Schedule.
47. The Permit holder will comply with all conditions contained in this Access arrangement and within five working days of a request in writing by the Ministers supply the Ministers with evidence of such compliance.
48. A breach or contravention by the Permit holder of any legislation affecting or relating to the Land or affecting or relating to the Exploration and Exploration operations will be deemed to be a breach of this Access arrangement.
49. The Permit holder will only operate within the boundaries of the Land. Any Exploration and Exploration operations carried out by the Permit holder outside the boundary of Exploration Permit 60491 is unlawful and constitutes an offence under the Act.
50. The Permit holder will not use any Land subject to this Access arrangement for any purposes other than those specified in this Access arrangement. Unless otherwise authorised by this Access arrangement, or otherwise approved by the Minister, the Permit holder will not erect, install or operate anything on the Land other than that described in the approved Annual Work Programme or any other approved plans submitted in accordance with Condition 6(b).
51. Any transfer of the Land to a purchaser transfers to that purchaser this Access arrangement provided it has not expired.
52. The headings set out in this Access arrangement have been inserted for convenience and will not in any way limit or govern the construction of this Access arrangement.

53. Nothing in this Access arrangement including Special Conditions in the Second Schedule will prevent the Ministers from participating in any statutory process in respect of any matter relating to Exploration and Exploration operations in or on the Land defined in this Access arrangement.
54. If any conditions attached to any resource consent obtained by the Permit holder are in the opinion of the Minister, or the Ministers, as the case may be, inconsistent with this Access arrangement the Minister or the Ministers, as the case may be, may review the provisions of this Access arrangement and this Access arrangement may be varied accordingly.
55. If, in the opinion of the Ministers, the Exploration and Exploration operations of the Permit holder are having, or may have an adverse effect on the natural, historic or cultural values of the Land, which are not permitted by this Access arrangement and could not have reasonably been foreseen, the Ministers may:
- (a) Suspend the Exploration and Exploration operations or any part of the Exploration and Exploration operations, until the Permit holder remedies or mitigates such adverse effects to the extent satisfactory to the Minister; and/or
 - (b) Review the conditions of this Access arrangement and impose any further conditions necessary to avoid, remedy or mitigate such adverse effects; and/or
 - (c) Call on the Bond required under Condition 19 or any portion thereof to ensure such adverse effects which have occurred are remedied or mitigated.
56. The Ministers may suspend the Exploration and Exploration operations or any part of the Exploration and Exploration operations while the Ministers or any other enforcement agency investigates any of the Exploration and Exploration operations authorised by this Access arrangement. The Ministers may also suspend this Access arrangement while the Ministers or any other enforcement agency investigates any:
- (a) Potential breach of the terms and conditions of this Access arrangement; or
 - (b) Possible offence by the Permit holder, its directors, employees, servants, agents, contractors or assignees under the Crown Minerals Act 1991; Conservation Act 1987, or any of the Acts listed in the First Schedule of that Act, or any other Act relevant to the Exploration and Exploration operations.
57. Any temporary suspension may, at the sole option of the Ministers be either in whole or in part, and be either immediate or after such time as the Ministers allow. Notice of such suspension will be given to the Permit holder in writing.

58. During any period of suspension all Exploration and Exploration operations on the Land will cease, other than activities necessary for the purposes of saving or protecting life or health, or preventing serious damage to property or avoiding an actual or likely adverse effect on the environment. The Permit holder will remain responsible for the health and safety, and environmental protection of the Land, and will continue to have access to the Land for these purposes during the term of any suspension, subject to any directions issued by the Ministers. The Permit holder will remain liable for all fees and payments required to be paid under this Access arrangement during the term of any suspension.
59. The Ministers will not be liable to the Permit holder for any loss sustained by the Permit holder by reason of the suspension of the Access arrangement under Conditions 55 and 56 including loss of profits or consequential loss.
60. The Permit holder must pay in full immediately on demand all costs and fees (including solicitor's costs and fees of debt collection agencies engaged by the Minister) arising out of and associated with steps taken by the Minister to enforce or attempt to enforce the Minister of Conservation's rights and powers under this Access arrangement including the right to recover outstanding money owed to the Ministers.
61. Any failure by the Ministers to exercise any right or power under this Access arrangement does not operate as a waiver and the single or partial exercise of any right or power by the Ministers does not preclude any other or further exercise of that or any other right or power by the Ministers.

Signed for and on behalf of His Majesty the King in Right of New Zealand ("**Crown**") acting by and through the Minister of Conservation by:



Date: 04/07/2024

Chris Hickford

Operations Manager, Greymouth District

Western South Island Region,

Department of Conservation,

pursuant to a written delegation from the Minister of Conservation under the Crown Minerals Act 1991

in the presence of:

Name: Carl Jones

Signature:



Address: Department of Conservation, 10 Sewell Street, Hokitika

Occupation: Civil Servant, Permissions Advisor

Signed for and on behalf of His Majesty the King in Right of New Zealand ("**Crown**")
acting by and through the Minister of Resources by:



John Buick-Constable

National Manager, Petroleum & Minerals

Ministry of Business, Innovation and Employment,

Pursuant to a written delegation from the Minister of Resources under the Crown
Minerals Act 1991.

In the presence of:

Name: *Aidan Allan*

Signature: *Aidan Allan*

Address: ~~25~~ *Pastoral House, 25 The Terrace, Wellington*

Occupation: *Principal Minerals Advisor*

Signed on behalf of **Reefton Gold Limited**

Name: Simon Henderson (Director)

Signature:

in the presence of:

Name:

Signature:

Address:

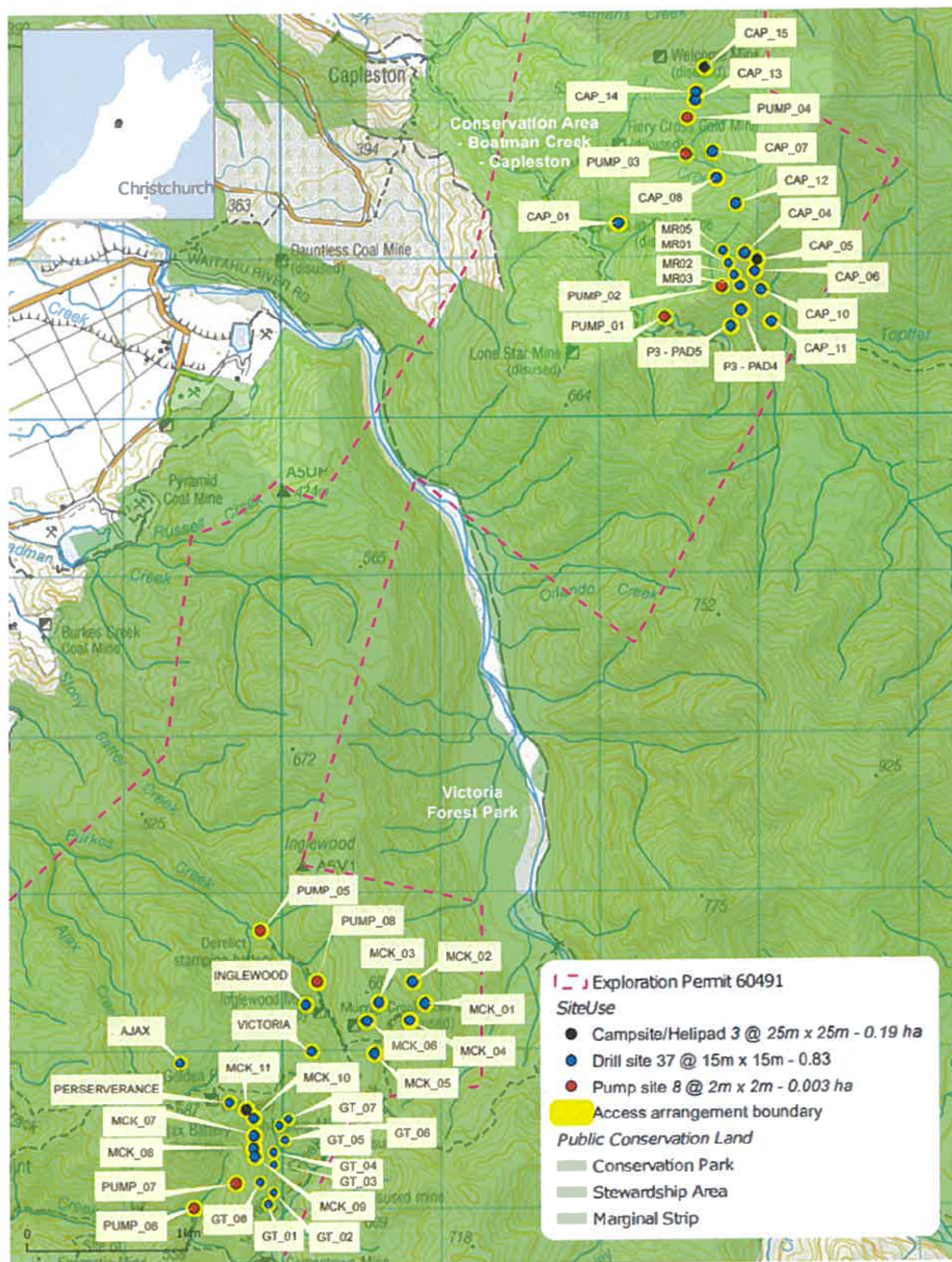
Occupation:

FIRST SCHEDULE

The Permit holder, subject to the conditions contained in this Access Arrangement, will have access to approximately 1.023 hectares of Land (Victoria Forest Park, Boatman Creek Conservation Area and overlays of Murray Creek Amenity Area and Larrys Wildlife Management Area) contained within Exploration Permit 60491, specifically for:

- 1) 3 campsites/helicopter landing pads (25 m by 25 m);
- 2) 8 pump sites (2 m by 2 m); and
- 3) 37 drilling sites (15 m by 15 m)

in the locations shown on the following map:



Access Arrangement Holder: Reefion Gold Limited
 Exploration Permit Number: 60491
 Permission Number: 117298-AA
 Location ID: 86705, 86706, 86707, 103279
 Access Arrangement Area: 1.023 hectares



This map is to inform and may be unreliable for other purposes e.g. engineering, surveying, navigation.
 July 2023

New Zealand Government

SECOND SCHEDULE

SPECIAL CONDITIONS: ACCESS ARRANGEMENT FOR EXPLORATION PERMIT 60491

NOTE: These conditions are in addition to the conditions in the main body of the Access arrangement and do not in any way affect the generality of those conditions.

ANNUAL WORK PROGRAMME CONDITIONS

62. Before undertaking any Exploration and Exploration operations under this Access arrangement, the Permit holder will submit to the Manager for approval the first Annual Work Programme and thereafter annually submit for approval a new Work Programme for the succeeding 12-month period.

The Annual Work Programme will include:

- a) A recent aerial photograph or plan at an appropriate scale showing the Exploration permit boundary and the conservation land boundary and the location of all proposed Exploration and Exploration operations for the forthcoming 12 months.
 - b) A description of all Exploration related activities including operations, mitigation measures, monitoring and reporting carried out in the previous 12 months.
 - c) A detailed description of all Exploration operations, mitigation measures, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - d) A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of activities within the last 12 months and the steps taken to mitigate or remedy any effects that resulted.
 - e) Any other information required by other conditions of this agreement or that is required by any resource consent held by the Permit holder relating to this Exploration operation.
63. On completion of each work programme, the Permit holder will inform the Department as to the number of trees removed and their respective diameter at breast height.
64. The Permit holder will undertake all work in accordance with the approved Annual Work Programme.
65. The Permit holder may, at any time, submit to the Minister for approval an amended Annual Work Programme.

AUTHORISED ACTIVITIES

66. Subject to these Special Conditions and approval of an annual work programme the Permit holder may undertake the following Exploration and Exploration operations on the Land:
- (a) Undertake exploration drilling at up to 32 drilling sites delineated on the Map in the First Schedule of this Access Arrangement;
 - (b) Undertake helicopter landings and camping at up to 3 sites delineated on the Map in the First Schedule of this Access Arrangement; and
 - (c) Undertake water pumping activities at up to 8 sites delineated on the Map in the First Schedule of this Access Arrangement.
67. The Permit holder will undertake all Exploration and Exploration operations in accordance with the Access arrangement application lodged by the Permit holder, this Access arrangement approved by the Minister, and an Authority to Enter and Operate issued by the Manager in accordance with Condition 9. In the event of inconsistency, the Access arrangement and Authority to Enter and Operate shall prevail over the application for Access arrangement.

EXCLUSION AND OPERATING CONDITIONS

68. The Permit holder will use existing drill pads and helicopter landing pads wherever possible.
69. The Permit holder will ensure that the disturbance of each of the sites does not exceed:
- (a) Drill sites are limited in size to 15 metres x 15 metres;
 - (b) Camping/helicopter landing sites are limited in size to 25 metres x 25 metres; and
 - (c) Water pumping sites are limited in size to 2 metres x 2 metres.
70. Drilling activities will be well notified at the entrance to the main Kirwans, Murray Creek and Lankey Creek Tracks.
71. The Permit holder will not establish any new tracking.

MINOR CHANGES TO SITE LOCATIONS

72. The Permit holder is granted permission to disturb an area totalling 1.023 ha within the Department of Conservation Estate (the equivalent of 48 sites total consisting of up to 3 campsites/helipads, 37 drill sites, and 8 pump sites). Campsites/helipads are limited to 25 m by 25 m in size, drill sites are limited to 15 m by 15 m in size, and pump sites are limited to 2 m by 2 m in size. The initially anticipated location of the sites are delineated on the Plan attached to the First Schedule of this Access Arrangement. However, if the location of a site proves unsuitable for Exploration and Exploration operations due to unforeseen circumstances, new information or specific matters included in these Special

Conditions, the Permit holder may apply in writing for an alternative location from the Greymouth District Operations Manager. This may require a site visit by the Operations Manager or representative. Alternative sites must be in as close proximity to the originally approved site as possible and be of equal size and conservation value. Approval by the Operations Manager must be given in writing. A summary of all sites and any changes to those sites must be provided with each annual work programme submission.

VEGETATION CLEARANCE

73. The Permit holder will not damage any tree that is greater than 15 cm diameter at breast height (DBH), unless prior written approval is obtained by the Minister.
74. Vegetation clearance must be minimised at all times and only undertaken where necessary to carry out Exploration and Exploration operations.
75. The Permit holder will ensure that vegetation and topsoil are separately stockpiled for later use in rehabilitation. All vegetation will be retained for rehabilitation purposes.

FAUNA - FALCONS

76. All Exploration and Exploration operations will be undertaken in a manner that minimises the disturbance and impacts on indigenous fauna.
77. Prior to undertaking Exploration operations during the falcon breeding season (September to December inclusive) drill sites and the surrounding habitat must be surveyed by Reefton Gold Limited for the presence of falcon nests or nesting pairs of falcon. Should a nest or nesting pair be located, the drill site will not be drilled until after nesting has been completed or moved to a site that is outside of active falcon nesting territory.

FAUNA – LONG-TAILED BATS

78. Prior to felling any tree(s) greater than or equal to 15cm diameter at breast height (DBH), the Permit holder will:
 - (a) notify the Departments Greymouth District Office at least 5 working days prior to felling such tree(s) and advise of the relevant date(s) and location(s) where the felling of such trees is proposed;
 - (b) follow the tree felling protocol attached as the Third Schedule, unless the Department or a DOC Approved Bat Expert has confirmed in writing that bats are not present or are extremely unlikely to be present in such tree(s).
79. The Permit holder will work with a DOC Approved Bat Expert to determine the presence of bats before the felling of any tree greater than or equal to 15 cm DBH. Which includes the following 2 options:

a) Survey using ABMs

A bat survey using ABMs (Automatic Bat Monitoring devices) may be undertaken by a DOC Approved Bat Expert. The survey must be for 10 good weather nights in the season bats are active (October to April, with night temperatures of at least 7 degrees). The nights are not required to be consecutive.

If no bat presence is identified through the survey, the tree(s) can be felled at anytime.

OR

b) Tree inspection

Tree inspection must be carried out by a DOC Approved Bat Expert or Department staff member that is a suitably qualified tree climber with experience inspecting trees for roosts to inspect the proposed trees for felling. Any inspection of trees carried out must occur under the following conditions:

- i. Begin one hour before official dusk and end one hour after official dawn
- ii. Air temperature does not drop below 7°C from sunset until four hours after sunset
- iii. Mean overnight wind speed does not exceed 20 km/h;
- iv. Rainfall of no more than 2.5 mm in the first 2 hours after sunset
- v. No full moon

80. After inspection, the following applies:

- a) If no potential roost features (hollows, cavities, knot holes, cracks, flaking bark and epiphytes) and/or bats and/or evidence of bats are found by the suitably experienced Department of Conservation Representative, the inspected tree(s) may be felled by the Permit holder within 24 hours of the inspection being undertaken.
- b) If roost features (hollows, cavities, knot holes, cracks, flaking bark and epiphytes), bats or evidence of bats are found by the suitably experienced Department of Conservation Representative, the Permit holder will follow the Bat Protocols attached as the Third Schedule of this Access arrangement.

81. Regardless of any inspection undertaken on request, the Manager has the discretion at any point to require the Permit holder to follow the Bat Protocols contained in the Third Schedule of this Access arrangement before felling any tree greater than or equal to 15cm dbh.

82. The Permit holder will ensure that no trees containing bats are felled and all practicable efforts are made to avoid felling potential bat roost trees.

REHABILITATION

83. During operations and upon completion of Exploration and Exploration operations the Permit holder will restore the landforms and vegetation of all disturbed areas to the satisfaction of the Minister. Rehabilitation will include ripping up any compacted surfaces, resspreading vegetation over access tracks, filling all exploration drill holes, recontouring, and resspreading topsoil followed by vegetation over test pits/bulk samples.
84. The Permit holder will ensure that rehabilitation is undertaken progressively, unless authorised by the Minister to remain open for such a period that the Minister considers appropriate.

WATER MANAGEMENT

85. The Permit holder will ensure that any water take does not exceed 90 cubic metres/day nor more than 20% of the water flow.
86. The Permit holder will ensure that no Exploration and Exploration operations are undertaken within 20 metres of any water bodies, other than to draw water.
87. The Permit holder will not create dams and/or pool water in any waterway.
88. When taking water from a creek bed channel, a 3mm fish screen will be installed, operated and maintained on any water take to ensure that fish are prevented from passing into the intake.
89. The Permit holder will ensure no sediment laden water is discharged to any waterway on the Land or enters any waterway adjoining or proximate Land administered by the Department.

HELICOPTER USE

90. The Permit holder will endeavour to keep helicopter use to a minimum.
91. Where helicopter use is required during the summer months of December 1 to February 28 (inclusive), the Permit holder will endeavour to limit use to weekdays and at times not popular with recreational users (i.e. early morning or late afternoon).
92. The Permit holder will ensure that aircraft landing/hovering zones are maintained to ensure public safety. If the Permit holder cannot have personnel present on the Land during helicopter hovers and/or landings, then notices advising the public of the hazards associated with the helicopter hovers and/or landings must be erected on the Land.
93. The Permit holder will ensure that all helicopter landing operations are conducted by an operator with an existing helicopter landing concession from the Department of Conservation.

MACHINERY AND STRUCTURES

94. The Permit holder will ensure that all equipment and machinery is kept in good working order and is regularly serviced and maintained.
95. The Permit holder will not erect/place on the Land any sheds, containers or similar structures unless the prior written approval from the Minister has been obtained.

FUEL AND LUBRICANTS

96. All fuel will be stored in safe, secure double skinned containers.
97. The Permit holder 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>
98. The Permit holder will ensure that appropriate equipment is kept on site to deal with any fuel spills. All spills will be cleaned up as soon as practicable.
99. Any fuel or lubricant spill greater than approximately 1 Litre, will be reported to the Minister at the earliest opportunity including the amount spilled, remedial action undertaken, and any further actions required to fully remediate the site.
100. The Permit holder will ensure that any refuelling, lubrication and/or maintenance and mechanical repairs on machinery are undertaken in an appropriate area where any spillages can be contained. No refuelling is to take place within 10m of any waterway.

FIRE MANAGEMENT

101. The Permit holder will keep a fire extinguisher on-site at all times.

PUBLIC ACCESS

102. The Permit holder will not prevent public access to the Land or parts of the Land unless written approval to do so has been obtained from the Minister.

DOGS

103. The Permit holder will not take any dog or other domestic animal on to the Land unless written approval to do so has been obtained from the Minister.

WEED MANAGEMENT

104. The Permit holder will ensure that all plant and equipment to be used for Exploration and Exploration operations permitted by this Access arrangement are clean and free of any soil and exotic weed/seed material prior to entering the Land.
105. The Permit holder will, to the satisfaction of the Minister, control any new introduced exotic weeds (including, but not limited to; broom, pampas, buddlia

and knotweed) on the Land for a term of 2 years after Exploration and Exploration operations have been completed.

106. The Permit holder will supply an annual memo/report describing rehabilitation progress, weed ingress and weed control for the first 2 years post completion of Exploration and Exploration operations.

DIDYMO

107. The Permit holder will comply with all guidelines and notice put and notices put out by Biosecurity New Zealand regarding measures to avoid spreading the pest organism *Didymosphenia geminata* and any other pest organism identified during the term of this Access arrangement. Refer to www.biosecurity.govt.nz.

REMOVAL OF MATERIAL

108. At the completion of the Exploration and Exploration operations the Permit holder will remove from the site all materials including rubbish, associated with the exploration operation, unless the Minister has given prior written approval for the item(s) to remain.

HISTORIC SITES

109. All operations shall be undertaken in accordance with the Reefion Gold Ltd Heritage Management Plan dated 3rd February 2022.
110. For the avoidance of doubt, in accordance with the Heritage Management Plan discussed in condition 113, upon the discovery of any historic archaeological object or artefact not authorised for destruction, damage or modification by Heritage New Zealand Pouhere Taonga, the Permit holder shall immediately cease Exploration and Exploration operations and protect from damage any such object or artefact, and shall forthwith notify the Minister. Conditions protecting the historical or archaeological object or artefact, shall be defined by the Minister and/or Heritage New Zealand Pouhere Taonga, and will be adhered to by the Permit holder.
111. The Permit holder will be required to record the location and details of any historic site and object/artefact found on, in or under the Land. The Permit holder will protect from damage any historic site and object/artefact, and contact the Department on finding any such sites and objects/artefacts.

CULTURAL SITES

112. The Permit holder will be required to record the location and details of any cultural site and/or object/artefact found on, in or under the Land including Kōiwi Tangata (human bones) or Toanga (artefacts/middens). On finding such site or object/artefact the Permit holder will cease work immediately and contact:

(a) the Department; and

(b) Te Rūnanga o Ngāti Waewae Chairperson, Ph. 0508 786 2642, email: s 9(2)(a)

POUNAMU

113. The Permit holder acknowledges that pounamu (including all nephrite, semi-nephrite, bowenite and serpentine) is under the ownership of Te Rūnanga o Ngāi Tahu pursuant to the Ngāi Tahu (Pounamu Vesting) Act 1997.
114. No pounamu may be removed or recovered by the Permit holder or its employees unless written authorisation is first entered into with Te Rūnanga o Ngāi Tahu. Where any pounamu is found by the Permit holder or its employees on or under the Land during the course of operations the Permit holder is required to immediately notify:
- (a) the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, Ph. 0800 Kai Tahu (0800 524 8248); and
 - (b) Te Rūnanga o Ngāti Waewae Chairperson, Ph. 0508 786 2642, email: s 9(2)(a) and/or
115. The Permit holder shall, at the request of the 'Pounamu Committee' of Te Rūnanga o Ngāti Waewae, allow and accommodate a site visit by members of that committee.

CLIMATE CHANGE

116. The Permit holder acknowledges that the Minister and the Department of Conservation are reviewing their obligations under the Climate Change Response Act 2002 and developing responses to address greenhouse gas emissions from exploration and exploration activities. The reviews are likely to result in policies which seek to measure, manage and reduce greenhouse gas emissions from exploration and exploration activities. The Minister wishes to signal to the Permit holder that new special conditions related to both climate change mitigation and adaptation may be imposed during the life of this Access Arrangement to address greenhouse gas emissions associated with the authorised activity.
117. If the Minister requests data relating to greenhouse gas emissions associated with the authorised activity, the Permit holder must provide any relevant data that is reasonably available to it within 6 months of the Minister's request.
118. The Minister may review and amend the conditions of this Access Arrangement to reflect climate change-related legislation and government, or Departmental policy and those conditions ("Revised Conditions") may, amongst other things, require the Permit holder to measure, manage and reduce the greenhouse gas emissions of the authorised activity.
119. Before amending the conditions of this Access Arrangement in accordance with clause 91, the Minister will provide the Permit holder the draft Revised Conditions. The Permit holder may provide written comments on those draft Revised Conditions within 60 days. The Minister must take into account any

comments received from the Permit holder on the Revised Conditions before finalising the Revised Conditions and notifying the Permit holder.

120. The Revised Conditions will apply to the authorised activity 4 months after the Minister has notified the Permit holder of the Revised Conditions in accordance with clause 92 or any later date specified in the Revised Conditions.

THIRD SCHEDULE

Bat Protocol

121. All potential bat roost trees will be marked with biodegradable flagging tape.
122. Where bats are detected within 12 m of any vegetation clearance site but the bat roost trees are being avoided then the Permit holder will provide the Manager with a written report detailing the survey(s), including the GPS information and/or NZTM coordinates of any bat roost found, within 20 working days of the bat survey being undertaken.
123. The Permit holder will adhere to the following protocol:

Are bats potentially at risk?

1. Is it a 'bat zone'?	Who can make this assessment?	When?
If, there is appropriate and sufficient evidence collected that there is no bat activity within the area, trees can be felled without developing and implementing a removal protocol.	Evidence must come from an appropriate ecological assessment or study carried out by a qualified person.	Ecological assessments must be undertaken when bats are most active (October 1 st to April 30 th), with a focus on the breeding period (November to February)

2. Do the trees proposed to be removed have potential bat roost characteristics?	Who can make this assessment?	When?
1. Is the tree ≥ 15 cm dbh (diameter at breast height)? <u>If no</u>, the tree can be removed at any time. <u>If yes</u>, further assessment is required (2)	Anyone who can measure a tree dbh.	Any time
2. On visual inspection from the ground, does the tree have features that indicate roost potential? These features include: • hollows • cavities • knot holes • cracks • flaking bark	An approved bat expert	Any time

• epiphytes If <u>no</u>, the tree can be removed at any time under the supervision of an approved bat expert who can identify if a potential bat roost become apparent during the removal process that was not previously observed. In this case, felling must stop until the tree has been further assessed. If <u>yes</u>, further assessment is required to determine if bats roost in the tree (3 or 4). If visual inspection from the ground is <u>not possible</u> because the tree is obscured in some way, further assessment is required (3 or 4).		
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Do bats roost in the tree?

There are two ways in which a tree can be assessed for bat roosting activity:

- Climbing the tree and inspecting features – this is usually most suitable when there are a small number of trees that are safe to climb and can be visually inspected.
- Using ABMs (Automatic Bat Monitoring devices) to check if bats are present close to the time of tree removal.

Either method can be implemented as in 3 and 4 below:

3. Can a roost be identified on closer inspection when the tree is climbed?	Who can make this assessment?	When
NB: Care must be taken while climbing trees to avoid disturbing, removing or destroying tree features with bat roost potential such as large sections of loose bark or cavities in dead wood.		
a) Do possible roost features observed from the ground still show potential on closer inspection when the tree is climbed? For example: • Cracks, holes and splits may lead to cavities or may be superficial. • A cavity may be wet indicating no potential. • Cobwebs may be across a cavity indicating it is not used.	An approved bat expert or an experienced tree-climber (e.g. an arborist) working with an approved bat expert. If the latter, the tree-climber provides information along with photographs or video footage,	Any time

Other incompatible animals may be occupying the cavity (e.g. rats). If <u>no</u>, the tree can be removed. If <u>yes</u>, further assessment must be done (3.b or 4).	which the bat expert assesses.	
b) Are potential features being used by roosting bats? - Can bats be seen? - Can bats be heard - either audible squeaking or using a hand-held bat detector listening at 25 (for social calls) and 40 kHz (for echolocation calls)? - Is guano present or urine staining? If <u>no</u>, the tree can be removed on the day of the tree inspection following the method in 5. If <u>yes</u>, the following communication procedures shall be implemented: - If bats are sighted or sign detected, the approved bat expert, as soon as possible, shall: i. Call the tree felling supervisor to inform him/her which affected tree(s) cannot be felled due to detection of bat sign. ii. Send an email to the site manager, and a bat expert representing the council and DOC detailing the results of the survey and outlining the measures for protection or relocating the roost tree. - A record (including photos) of any vegetation containing bat roosts shall be kept detailing the size, location and type of tree.	An approved bat expert or an experienced tree-climber (e.g. an arborist) working with an approved bat expert. If the latter, the tree climber provides information along with photographs or video footage, which the bat expert assesses.	Between October 1st and April 30th only

4. Is there bat activity close to trees indicating roosting potential?	Who can make this assessment?	When
NB: Prior to the commencement of surveys, ABMs must be checked for correct operation at a site where bat activity is known to be high. Faulty or suspect ABMs must not be deployed.		
Is bat activity recorded at any time during two consecutive, valid survey nights proceeding tree felling? Bat activity can be recorded using ABMs or trained observers with handheld detectors. Location of ABMs or observers must provide sufficient coverage to be able to determine if bat roosts are present in one or more of the trees. 'Valid' survey nights must have the following features: • Begin one hour before official dusk and end one hour after official dawn • Air temperature does not drop below 7 °C from sunset until four hours after sunset • Mean overnight wind speed does not exceed 20 km/h; • Rainfall of no more than 2.5 mm in the first 2 hours after sunset • No full moon <u>If no</u>, the tree/s can be removed on the day immediately following the survey nights using the method in 5. <u>If yes</u>, roost features of each tree must be visually assessed via climbing as in 3, or, survey must continue until no bat activity is recorded for two consecutive nights prior to felling.	An approved bat expert	Between October 1 st and April 30 th only

Tree removal

5. Does the tree have to be removed?	Who can make this assessment?	When
NB: Tree removal must take place on the day of tree inspection or the day immediately following night surveys.		
a) Is the tree known to provide a roost location for bats or has potential to do this? <u>If no</u>, remove as in 5.b. <u>If yes</u>, consider whether any changes can be made to maintain the tree, or consider carefully relocating the tree, or part of the tree, when bats are not present (not detected for two valid survey nights prior), to continue to provide future roosting opportunities. This is particularly important where roosting opportunities are limited. Trees must only be relocated when the following conditions are met during the preceding two nights: • Air temperature does not drop below 7 ° C from sunset until four hours after sunset • Mean overnight wind speed does not exceed 20 km/h; • Rainfall of no more than 2.5 mm in the first 2 hours after sunset • No full moon Follow 6 should bats appear during tree relocation.	Only under supervision of an approved bat expert.	Between October 1 st and April 30 th only
b) Is the only option to remove the tree entirely? <u>If no</u>, consider leaving or relocating the tree, revisit 5.a. <u>If yes</u>, the tree can be removed under supervision of an approved bat expert when the following conditions are met during the preceding two nights: • Air temperature does not drop below 7 ° C from sunset until four hours after sunset	Only under supervision of an approved bat expert.	Between October 1 st and April 30 th only

• Mean overnight wind speed does not exceed 20 km/h; • Rainfall of no more than 2.5 mm in the first 2 hours after sunset • No full moon Trees must be inspected again for signs of bats once felled and before removing from the site. Follow 6 should bats be detected during tree removal.		
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What if bats are detected during tree relocation or removal?

6. At what stage have bats been detected?	Who can make this assessment?	When
a) Have bats been detected prior to the tree being completely felled? <u>If no</u>, 6.b. <u>If yes</u>, felling must stop, and DOC must be contacted. See 6.c if bats do not fly away or are injured.	Only under supervision of an approved bat expert.	Between October 1 st and April 30 th only
b) Bats have been detected once the tree has been felled. All further work must stop and DOC must be contacted. Any live bats that are not immediately able to fly away must be collected and placed in cloth bat bags or cloth-lined bat boxes. The felled tree must be thoroughly inspected for further bats. See 6.c if bats do not fly away or are injured, or 6.d if they are dead.	Only under supervision of an approved bat expert.	Between October 1 st and April 30 th only
c) Do any captured bats have injuries? <u>If no</u>, keep the bat in a secure bat bag in a safe, temperature-controlled environment and release at a safe location close to the site of capture the following evening.	Approved bat expert in consultation with vet and DOC.	Between October 1 st and April 30 th only

If <u>yes</u>, take the bat to a nearby vet to be examined. Vets must euthanise bats whose injuries are causing suffering and are not likely to heal sufficiently to allow rehabilitation and return to the wild. The bat expert and vet must consult with DOC to consider appropriate rehabilitation options where suffering is minimal and chances of return to the wild are high. Euthanised bats must be handed to DOC.		
d) Dead bats or other threatened wildlife have been found. Dead bats and other threatened wildlife must be handed to DOC.	Approved bat expert	Between October 1st and April 30th only

NB: The Permit holder and any experts will follow the relevant aspects of the best practice manual for bats at all times:
<https://www.doc.govt.nz/Documents/science-and-technical/inventory-monitoring/im-toolbox-bats/im-toolbox-bats-doc-best-practice-manual-of-conservation-techniques-for-bats.pdf>