

Original in secure storage
SOD 368 NY

FILE

Concession number: PAC-11-04-113
WC-18605-LAN

DATED 19 JUNE 2006

Between

MINISTER OF CONSERVATION
("the Grantor")

and

BROOKDALE MINING LIMITED
("the Concessionaire")

CONCESSION DOCUMENT
(Easement in Gross)



Department of Conservation
Te Papa Atawhai

CM
RC

THIS DOCUMENT is made this 19TH day of JUNE 2006

PARTIES:

1. **MINISTER OF CONSERVATION**, ("the Grantor")
2. **BROOKDALE MINING LIMITED**, ("the Concessionaire")

BACKGROUND

- A. The Grantor manages the Conservation Area described in Item 1 of Schedule 1 as the Land.
- B. Section 17Q(1) of the Conservation Act 1987 authorises the Grantor to grant a Concession in respect of an Activity in a Conservation Area;
- C. The Concessionaire wishes to carry out the Concession Activity on the Easement Area subject to the terms and conditions of this Document.
- D. The Grantor has agreed to grant the Concessionaire an Easement in gross over that part of the Land specified as the Easement Area in Item 2 of Schedule 1.
- E. The Grantor is satisfied that the requirements of Part III B of the Conservation Act 1987 have been met.

AN
R4

OPERATIVE PARTS

TERMS AND CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Document, unless the context otherwise requires:

"**Activity**" has the same meaning as "Activity" in section 2 of the Conservation Act 1987.

"**Background**" means the matters referred to under the heading "Background" on p2 of this Document.

"**Concession**" means a concession as defined in section 2 of the Conservation Act 1987.

"**Concession Activity**" means the use of the Land for purposes of the Activity carried out by the Concessionaire and specified Item 3 of Schedule 1.

"**Concession Fee**" means the amount specified in Item 7 of Schedule 1 and charged by the Grantor for the Concessionaire's right to carry out the Concession Activity on the Land. It includes any variation in that amount following a Concession Fee Review.

"**Concession Fee Payment Date**" means the date specified in Item 9 of Schedule 1 on which each instalment of the Concession Fee falls due for payment.

"**Concession Fee Review**" means a review of the Concession Fee determined in accordance with clause 7 of this Document.

"**Concession Fee Review Date**" means the date specified in Item 11 of Schedule 1 on which the Concession Fee Review occurs being at 3 year intervals calculated from the date of commencement of this Document.

"**Conservation**" has the same meaning as "Conservation" in section 2 of the Conservation Act 1987.

"**Conservation Area**" has the same meaning as "Conservation area" in section 2 of the Conservation Act 1987.

"**Co-Site**" means the use of the Easement Area or the Concessionaire's facilities on the Easement Area by a third party for a purpose permitted by the Grantor; and "**Co-Sitee**" and "**Co-Siting**" have corresponding meanings.

"**Department**" means the Department of Conservation established by section 5 of the Conservation Act 1987.

"**Director-General**" means the Director-General of Conservation.

"Document" means this Easement and any subsequent amendments and all schedules, annexures, and plans attached to it.

"Easement" means the Easement in gross granted under this Document by the Grantor to the Concessionaire under either section 17Q of the Conservation Act 1987, section 59A of the Reserves Act 1977, or section 49 of the National Parks Act 1980.

"Easement Area" means the area of the Land specified in Item 2 of Schedule 1.

"Final Expiry Date" means the date specified in Item 6 of Schedule 1.

"Land" means a Conservation Area, a Park, or a Reserve, whichever is relevant in the context of this Document, and is the area more particularly described in Item 1 of Schedule 1.

"Park" means a national park constituted under the National Parks Act 1980.

"Penalty Interest Rate" means the rate specified in Item 10 of Schedule 1.

"Reserve" means a reserve vested in the Grantor under the Reserves Act 1977.

"Term" means the period of time specified in Item 4 of Schedule 1 during which this Document operates.

"Working Days" means days on which the registered banks are open for general banking business in Wellington.

1.2 In this Document unless the context otherwise requires:

- (a) a reference to a party is a reference to a party to this Document and includes that party's successors in title;
- (b) schedules and annexures form part of this Document and have effect accordingly;
- (c) words appearing in this Document which also appear in Schedule 1 mean and include the details appearing after them in that Schedule;
- (d) a provision of this Document to be performed by two or more persons binds those persons jointly and severally;
- (e) a reference to a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, or an agency of State or of the Crown (in each case whether or not having separate legal personality);
- (f) words in a singular number include the plural and vice versa;
- (g) words importing a gender include all other genders;

- (h) references to a statute or statutory provision, or order or regulation made under it, include that statute, provision, or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date of this Document;
- (i) where the Grantor's consent or approval is expressly required under a provision of this Document, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.

1.3 Words used in the Background to this Document have the same meaning given to them in clause 1.1.

2.0 GRANT OF EASEMENT IN GROSS

2.1 In exercise of the Grantor's powers under section 17Q of the Conservation Act 1987 the Grantor **GRANTS** to the Concessionaire an **EASEMENT IN GROSS** to carry out the Concession Activity on the Easement Area subject to the terms and conditions contained in this Document.

3.0 TERM

3.1 The Easement is for the Term specified in Item 4 of Schedule 1.

3.2 There is no automatic right of renewal of the Term.

3.3 The Term ends on the Final Expiry Date specified in Item 6 of Schedule 1.

CH
B

4.0 SURRENDER OF DOCUMENT

- 4.1 If the Concessionaire wishes to terminate this Document before the expiry of the Term the Concessionaire must give the Grantor 3 months' notice in writing.
- 4.2 The Grantor must accept the Concessionaire's notice of termination but in doing so may impose whatever terms and conditions the Grantor considers appropriate, including the matters referred to in clause 6.2.

5.0 CONCESSION FEE

- 5.1 The Concessionaire must pay to the Grantor in advance and in the manner directed by the Grantor the Concession Fee plus GST in the instalments and on the Concession Fee Payment Dates specified in Items 7, 8 and 9 of Schedule 1.
- 5.2 If the Concessionaire defaults in payment of the Concession Fee for 14 days after a Concession Fee Payment Date the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 10 of Schedule 1.

6.0 OTHER CHARGES

- 6.1 In addition to the Concession Fee the Concessionaire must pay the following charges ("Other Charges") on demand and in the manner directed by the Grantor:
- (a) all rates, levies, taxes, duties, assessments, charges and other outgoings which may be charged, levied or reasonably assessed or which may become payable in relation to the Easement Area, any structure or facility on the Easement Area, or the Concession Activity;
 - (b) all costs in relation to the supply of water, sewage, drainage and rubbish disposal which are not otherwise included in any charges or assessments made by any authority or by the Grantor;
 - (c) all costs incurred by the Grantor in providing an annual building warrant of fitness to a territorial authority, including costs paid to an independent qualified person for a report establishing or re-establishing compliance with a compliance schedule. If work is required to a structure or facility of the Grantor's on the Easement Area in order to obtain a new building warrant of fitness, the Grantor is to pay the cost of the work subject to the Concessionaire's obligations under clause 10.
- 6.2 If the Concessionaire surrenders this Document with the consent of the Grantor, the Concessionaire will continue to be liable for and must pay to the Grantor on demand in respect of its occupation of and activity on the Easement Area all Other Charges which

may be due for the current payment period even though this period may not expire until after the date of surrender.

- 6.3 Where the Grantor or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the Grantor whatever contribution the Grantor determines as specified in Schedule 2.
- 6.4 The Concessionaire must pay all charges for electric power, water supply, geothermal energy, telephone rental and other utilities supplied to the Easement Area. The Grantor will not be liable for any cost incurred in re-establishing the supply of any of these utilities in the event of any of them becoming unavailable for any reason.
- 6.5 If, during the Term, the Site becomes rateable land, following any amendment to the Rating Powers Act 1988 or the introduction of a new Act in substitution for it and the Site's rateability is attributable to the Concession Activity, or if separate rates are levied under section 7 of the Rating Powers Act 1988 in respect of the Site and are attributable to the Concession Activity, the Concessionaire is to pay any rates which may be struck or levied and which are attributable to the Concession Activity; but both parties expressly agree that such payment is not to constitute an acknowledgement of exclusive possession by the Concessionaire of the Easement Area.

7.0 CONCESSION FEE REVIEW

- 7.1 The Grantor will review the Concession Fee on the Concession Fee Review Dates in the following manner:
 - (a) the Grantor will commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving written notice to the Concessionaire.
 - (b) subject to clause 7.1(e), the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) if, within 28 days of receipt of the Grantor's notice, the Concessionaire gives written notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee the new Concession Fee is to be determined in accordance with clause 7.2 (a) or (b).
 - (d) if the Concessionaire does not give notice to the Grantor under clause 7.1 (c) the Concessionaire will be deemed to have accepted the Concession Fee specified in the Grantor's notice.
 - (e) notwithstanding clause 7.1(b), the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during year preceding the

particular Concession Fee Review Date and will be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.

- (f) until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.

7.2 Immediately the Concessionaire gives notice to the Grantor under clause 7.1(c) the parties will endeavour to agree a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:

- (a) by one party giving written notice to the other requiring the new Concession Fee to be determined by arbitration; or, if the parties agree,
- (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) each party will appoint a valuer and give written notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
 - (ii) if the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination will be binding on both parties.
 - (iii) before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
 - (iv) the valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
 - (v) in determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide Access to the Easement Area.
 - (vi) each party is to be given the opportunity to make written or verbal representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.

- (vii) the valuers or the umpire must have regard to any such representations but will not be bound by them.
- (c) the valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to provide how the costs of the determination are to be borne and is to be binding on the parties.
- (d)
 - (i) if a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and
 - (ii) The Concession Fee Review will establish the market value for the Concession Activity as at that date instead of the date fixed under clause 7.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
 - (iii) each subsequent Concession Fee Review Date will take place in accordance with the date fixed in clause 7.1.

8.0 CONCESSION ACTIVITY

- 8.1 The Concessionaire is not to use the Easement Area for any purpose other than the Concession Activity.
- 8.2 The Concessionaire must, as a condition of this Document:
 - (a) take out and maintain and pay all fees for all licences, permits, authorisations, consents (including resource consents under the provisions of the Resource Management Act 1991), and renewals (collectively "the Permissions") as may be necessary for the proper conduct of the Concession Activity;
 - (b) not do or suffer to be done any act whereby these Permissions may be forfeited or suspended or refused.
- 8.3 The rights and powers conferred on the Concessionaire by the provisions set out in Item 3 of Schedule 1 are subject to the terms and conditions of this Document. In the event of a conflict between the provisions of Item 3 and the terms and conditions of this Document, the latter is to prevail.

9.0 SUPPLY OF INFORMATION

- 9.1 At the Grantor's request the Concessionaire must supply the Grantor with a complete statement of audited financial accounts.

CM
B

- 9.2 Information supplied to the Grantor under clause 9.1 is subject to an obligation of confidence; but the parties acknowledge that such information may be subject to the provisions of the Official Information Act 1982 and the Privacy Act 1993.

10.0 COMPLIANCE

- 10.1 The Concessionaire will comply where relevant:

- (a) with the provisions of any conservation management strategy or conservation management plan as required by section 17W(7) of the Conservation Act 1987 pursuant to Part IIIA of the Conservation Act 1987 or Part IIA of the Reserves Act 1977 or any general policy statement or management plan under section 44 or 45 of the National Parks Act 1980, whichever is appropriate to the Easement Area, together with any amendment or review of any policy, strategy or plan whether approved before, on, or after the date on which this Document takes effect; and
- (b) with the Conservation Act 1987, the Reserves Act 1977 the National Parks Act 1980 and any other statute, ordinance, regulation, bylaw, or other enactment (collectively the "Legislation") affecting or relating to the Easement Area or affecting or relating to the Concession Activity.

- 10.2 The Concessionaire must comply with all conditions imposed by the Grantor in granting this Document whether expressed or implied.

- 10.3 (a) A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or general policy statement will be deemed to be a breach of this Document.

- (b) A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Easement Area or affecting or relating to the Concession Activity will be deemed to be a breach of this Document.

- 10.4 If the Legislation requires the Grantor to spend money on its own structures, facilities or land alterations on the Easement Area, the Grantor may charge, in addition to the Concession Fee, an annual sum equal to 15% of the amount spent by the Grantor.

- 10.5 If the Legislation requires the Grantor to spend an amount on structures, facilities or land alterations on the Easement Area which the Grantor considers unreasonable, the Grantor may determine this Easement and any dispute as to whether or not the amount is unreasonable is to be determined in accordance with clause 29

11.0 STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 11.1 The Concessionaire must not erect or bring on to the Easement Area any structure, install any facility or alter the Easement Area in any way without the prior written consent of the Grantor.

an
B

- 11.2 In giving approval under clause 11.1 the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the Grantor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
- 11.3 The Concessionaire must pay to the Grantor all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.
- 11.4 The Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before :
- (a) erecting or altering any structure on the Easement Area;
 - (b) bringing any structure on to the Easement Area;
 - (c) installing any facilities on the Easement Area; or
 - (d) altering the Easement Area in any way.
- 11.5 The Concessionaire must not commence any work on the Easement Area until the Grantor has given its written approval.
- 11.6 When undertaking any work under this clause the Concessionaire must comply with all statutory requirements including obtaining building consents and code compliance certificates under the Building Act 1991.
- 11.7 The Concessionaire is to keep and maintain its structures and facilities on, or alterations to, the Easement Area in good repair.

12.0 INSURANCE OF STRUCTURES, FACILITIES AND LAND ALTERATIONS

- 12.1 The Concessionaire must insure and keep insured with an insurer approved by the Grantor all structures, facilities and land alterations on the Easement Area in the joint names of the Grantor and Concessionaire for their respective interests to their full replacement value against loss or damage caused by fire, earthquake, fire consequent on earthquake, avalanche, flood, volcanic activity; and including indemnity insurance for the cost of demolition, removal of debris and clearance of the Easement Area.
- 12.2 The Concessionaire must provide the Grantor with a copy certificate of currency for the policy or policies of insurance before commencing the Concession Activity and on each renewal of the policy.

13.0 CONCESSIONAIRE'S FURTHER OBLIGATIONS

13.1 The Concessionaire must at the Concessionaire's expense:

- (a) take all steps necessary to control any pest, insect or rodent infestation occurring in or emanating from the Easement Area or any structure or facility on the Easement Area, and if required by the Grantor, engage a pest exterminator approved by the Grantor;
- (b) comply strictly with the provisions of the Biosecurity Act 1993;
- (c) comply with all requirements of any competent authority regarding sanitation and with all relevant bylaws and fire safety requirements;
- (d) at all times display a copy of the relevant current building warrant of fitness under the Building Act 1991 showing the location of the compliance schedule in a place in each building (as defined in that Act) on the Easement Area to which users of the building have ready access;
- (e) keep and maintain all building systems and any structure on the Easement Area in accordance with the requirements of any compliance schedule;
- (f) retain and make available to any territorial authority and any other person with a right to inspect any structures on the Easement Area under the Building Act 1991 a copy of the compliance schedule together with the written reports relating to compliance with the compliance schedule over the previous two year period.

14.0 PROTECTION OF THE ENVIRONMENT

14.1 Except as approved in writing by the Grantor the Concessionaire will not, whether by act or omission:

- (a) interfere with, remove, damage, or endanger the natural features, animals, plants, or historic resources on the Easement Area; or
- (b) bring any plants, animals, or firearms on to the Easement Area; or
- (c) deposit on the Easement Area debris, rubbish or other dangerous or unsightly matter, or contaminate any water body on the Easement Area; or
- (d) pile or store materials in any place on the Easement Area where it may obstruct the public or create a nuisance; or
- (e) conduct any noxious, noisome, dangerous or offensive activity on the Easement Area.

- 14.2 The Concessionaire will keep the Easement Area in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
- 14.3 The Concessionaire must make adequate provision for suitable sanitary facilities for the Easement Area if required by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
- 14.4 The Concessionaire will keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably required by the Grantor the Concessionaire will paint all structures and facilities in colours specified in writing by the Grantor and with paints of a type approved in writing by the Grantor.
- 14.5 If, during the Term, the Concessionaire removes a structure or facility from the Easement Area the Concessionaire will, unless the Grantor indicates otherwise in writing, repair and make good at its own expense all damage which may have been done by the removal and will leave the Easement Area in a clean and tidy condition.
- 14.6 Should the Concessionaire fail to repair and restore the damage within 6 months of the removal of a structure or facility or such further time as the Grantor may approve in writing, the Grantor may undertake whatever works and operations are necessary to effect the same and may recover from the Concessionaire any costs and expenses incurred in doing it as a debt due by the Concessionaire to the Grantor.
- 14.7 The Concessionaire must:
- (a) take all reasonable precautions to ensure no fire hazards arise from its carrying out of the Concession Activity or from any act or neglect of its employees, contractors, invitees, agents or clients;
 - (b) not light or permit to be lit any fire on the Easement Area.
 - (c) not store or permit to be stored fuels or other combustible materials on the Easement Area without the written permission of the Grantor. In that event storage of fuels and combustible materials must be in accordance with the provisions of the Dangerous Goods Act 1974;
 - (d) comply with the Grantor's requirements for fire warning and safety equipment.
- 14.8 The Concessionaire must ensure that its employees, contractors, agents, clients and invitees do not carry out any acts prohibited under clause 14.
- 14.9 The Concessionaire must immediately report to the Grantor any act in contravention of clause 14 and wherever possible the names and addresses of any person carrying out such acts; and must provide the Grantor with details of the circumstances surrounding such incidents.

15.0 ADVERTISING

- 15.1 The Concessionaire must not erect or display any signs or advertising on the Easement Area without the prior written approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.
- 15.2 If required by the Grantor, the Concessionaire must ensure that all its signs and advertising material specify that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.

16.0 EMPLOYMENT OF STAFF

- 16.1 The Concessionaire must ensure that the Concession Activity is conducted at all times by a person or persons suitably trained and qualified to carry out the Concession Activity.
- 16.2 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees if the Grantor so requests.
- 16.3 The Concessionaire must comply with all statutes relating to employment of staff.

17.0 HEALTH AND SAFETY

- 17.1 The Concessionaire is to carry out the Concession Activity on the Easement Area in a safe and reliable manner and must comply with:
- (a) the Health and Safety in Employment Act 1992 and its regulations; and
 - (b) all other statutes, regulations and bylaws and all notices and requisitions of any competent authority relating to the conduct of the Concession Activity.
- 17.2 The Concessionaire must notify the Grantor of any natural events or activities on the Easement Area or the surrounding area which may endanger the public or the environment.
- 17.3 The Concessionaire must :
- (a) take all reasonable steps to protect the safety of all persons present on the Easement Area and must, where necessary, erect protective signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;
 - (b) take all reasonable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware.

OK
A

- 17.4 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor, prepare a safety plan and have it audited by a suitably qualified person approved by the Grantor.
- 17.5 The Concessionaire must not commence the Concession Activity until:
- (a) the person appointed to audit the safety plan has certified the safety plan is suitable for the Concession Activity; and
 - (b) the Concessionaire supplies the Grantor with a copy of the safety plan certified under clause 17.5(a).
- 17.6 Receipt of the certified safety plan by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 17 and is not to be construed as implying any responsibility or liability on the part of the Grantor.

18.0 TEMPORARY SUSPENSION

- 18.1 The Grantor may temporarily suspend this Document if, in the opinion of the Grantor, there is a temporary risk to public safety or the safety of the Department's staff or the safety of other Concessionaires whether from arising from natural events such as earthquake, land slip, volcanic activity, or flood or whether arising in any other way including the activities of the Concessionaire, its employees, contractors, agents, clients or invitees.
- 18.2 If, in the opinion of the Grantor, the activities of the Concessionaire, its employees, clients or invitees are having or may have an adverse effect on the environment and the Grantor is of the opinion that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, the Grantor may suspend this Concession until the Concessionaire remedies, avoids or mitigates the adverse impact to the satisfaction of the Grantor.
- 18.3 The Grantor may suspend this Concession while it investigates any of the circumstances contemplated in clauses 18.1 and 18.2 and also while it investigates any potential breach or possible offence by the Concessionaire whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act of which it has become aware.
- 18.4 The word "investigates" in clause 18.3 includes the laying of charges and awaiting the decision of the Court.
- 18.5 During any period of temporary suspension the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Easement Area.

- 18.6 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under clause 18 including loss of profits.

19.0 ASSIGNMENT

- 19.1 The Concessionaire is not to transfer, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Document or any part of it without the prior written consent of the Grantor. The Grantor may in its discretion decline any application for consent under this clause.
- 19.2 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in its discretion, decides otherwise.
- 19.3 If the Grantor gives consent under this clause the Concessionaire is to remain liable to observe and perform the terms and conditions of this Document throughout the Term and is to procure from the transferee, or assignee a covenant to be bound by the terms and conditions of this Document.
- 19.4 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.
- 19.5 Any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire will be deemed to be an assignment and will require the consent of the Grantor.

20.0 CO-SITING

- 20.1 (a) The Concessionaire will not allow Co-Siting on the Easement Area.
- 20.2 The Concessionaire must, if required by the Grantor, allow Co-Siting on the Easement Area except where the Concessionaire demonstrates to the reasonable satisfaction of the Grantor that such Co-Siting by the third party would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Easement Area; or
 - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority.
- 20.3 The Grantor will be entitled to require the Concessionaire to obtain a report prepared by an independent consultant acceptable to the Grantor, confirming the presence of either of the matters referred to in clause 20.2. The cost of the report is to be borne by the Concessionaire.

- 20.4 For the avoidance of doubt a Co-Sitee permitted on the Easement Area must enter into a separate agreement with the Grantor in terms of which the Co-Sitee will be required to pay a fee to the Grantor to conduct an Activity on the Easement Area. This separate agreement must not contain provisions which conflict with the Concessionaire's rights and obligations in relation to the Easement Area.

21.0 TERMINATION

- 21.1 The Grantor may terminate this Concession by 7 days notice in writing to the Concessionaire if:

- (a) the Concession Fee or any other money payable to the Grantor under this Document is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
- (b)
 - (i) the Concessionaire breaches any terms of this Document; and
 - (ii) the Grantor has notified the Concessionaire in writing of the breach; and
 - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or
- (c) the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the services provided by the Concessionaire are manifestly inadequate; or
- (d) the Concessionaire is convicted of an offence, whether or not related to the Concession Activity, under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act; or the Health and Safety in Employment Act 1982; or the Building Act 1991; or the Resource Management Act 1991; or the Biosecurity Act 1993; or
- (e) the Concessionaire is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the Concessionaire ceases to function or operate; or
- (f) there is, in the opinion of the Grantor, a permanent risk to public safety or the environment whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Document on the part of the Concessionaire.

- 21.2 If the Grantor terminates the Concession under this clause all rights of the Concessionaire are to cease absolutely; but the Concessionaire is not to be released from any liability to

pay the Concession Fee or other monies up to the date of termination or for any breach of any term up to the date of termination.

- 21.3 The Grantor may exercise the right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.
- 21.4 Immediately on termination, the Concessionaire must execute a surrender of this Document if the Grantor so requires it.

22.0 GRANTOR MAY REMEDY CONCESSIONAIRE'S DEFAULT

- 22.1 The Grantor may elect to remedy at any time without notice any default by the Concessionaire under this Concession.
- 22.2 The Concessionaire must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default.

23.0 GRANTOR'S DIRECTIONS

- 23.1 The Concessionaire must comply with all reasonable notices and directions of the Grantor concerning the activities conducted by the Concessionaire on the Easement Area or the conduct of any person on the Easement Area under the authority of this Document.

24.0 POWERS, RIGHTS AND AUTHORITIES

- 24.1 All powers, rights and authorities of the Grantor under this Document and any notice required to be given by the Grantor may be exercised and given by the Director-General or any officer, employee, or agent of the Director-General.

25.0 INDEMNITIES AND INSURANCE

- 25.1 The Concessionaire will indemnify and keep indemnified the Grantor against all claims made by any person in respect of any injury, loss, or damage, including fire, caused or suffered as a result of or arising out of any acts or omissions of the Concessionaire, its employees, agents, contractors, clients or invitees or otherwise caused as a consequence of its occupation of the Easement Area or as a result of its conduct of the Concession Activity on the Easement Area.
- 25.2 This indemnity is to continue after the expiry or other determination of this Document in respect of those acts or omissions occurring or arising before its expiry or determination.

25.3 Without prejudice to or in any way limiting its liability under clause 25.1 the Concessionaire must take out and keep in force during the Term:

- (a) a policy of public liability insurance against liability for loss, damage or injury from any one single accident or event arising out of the Concessionaire's use of the Easement Area or its conduct of the Concession Activity on the Easement Area and covering:
 - (i) general indemnity for a sum not less than the amount specified in Item 12 of Schedule 1; and
 - (ii) Forest and Rural Fires Act 1977 extension for a sum not less than the amount specified in Item 13 of Schedule 1; and
- (b) statutory liability for the matters and amount specified in Item 14 of Schedule 1; and
- (c) such other policy or policies of insurance against any other liability and for such other sums which the Grantor specifies in Item 15 of Schedule 1, including those matters specified in clause 12.

25.4 With respect to clause 25.3 the Concessionaire must provide copy certificates of currency for the policies of insurance before commencing the Concession Activity and on each renewal of them.

25.5 (a) Without prejudice to any other provision of this Document the Concessionaire will indemnify the Grantor against all damage or loss resulting from any act or omission on the part of the Concessionaire or the Concessionaire's employees, agents, contractors, clients, or invitees;

(b) The Concessionaire is to recompense the Grantor for all expenses incurred by the Grantor in making good any damage to the Land or the property of the Grantor resulting from such act or omission.

25.6 (a) The Grantor will not be liable and does not accept any responsibility for damage to or interference with the Concession Activity or to the structures or facilities on the Easement Area or any other indirect or consequential damage due to any natural disaster, vandalism, sabotage, fire or exposure to the elements except where, subject to the clause 25.6(b), such damage or interference is caused by any wilful act or omission of the Grantor, its employees, agents or contractors;

(b) Where the Grantor is found to be liable due to a wilful act or omission, the total extent of its liability is limited to \$1,000,000 in respect of the Concessionaire's structures and facilities.

25.7 Notwithstanding anything else in clause 25 the Grantor is not liable for any indirect or consequential loss howsoever caused.

26.0 ENVIRONMENTAL MONITORING AND LAND REHABILITATION

- 26.1 The Concessionaire must, during the Term, if the Grantor so requests in writing, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of and activities on the Easement Area.
- 26.2 If the Grantor does not make a request under clause 26.1 the Concessionaire must, during the Term, pay to the Grantor the annual environmental monitoring contribution specified in Item 16 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's use of and activities on the Easement Area.

27.0 EXPIRY OF EASEMENT

- 27.1 If, on expiry of the Term, the future use of, or any operation on, the Easement Area is not authorised by the Grantor, the Concessionaire accepts that the Grantor will have no liability whatsoever for any costs incurred by the Concessionaire as a result of the expiry of this Document.
- 27.2 Subject to any conditions set out in Schedule 3, at the expiry, surrender or termination of the Term the Concessionaire must remove all the Concessionaire's structures and facilities on the Easement Area unless the Grantor approves otherwise in writing.
- 27.3 If the Concessionaire does not remove the structures and facilities as required by clause 27.2, or as otherwise approved by the Grantor, the structures or facilities remaining on the Easement Area at the expiry, surrender or termination of this Document, will be deemed to be fixtures and property in them will vest absolutely in the Grantor.
- 27.4 In that case the Grantor will not be liable to pay compensation to the Concessionaire for the structures and facilities and may, at its option, remove or destroy or otherwise dispose of them, and recover the costs and expenses of their removal or destruction from the Concessionaire as a debt due to the Grantor.

28.0 FORCE MAJEURE

- 28.1 Neither party will be liable to the other party for any delay in performance, of or failure to perform, its obligations (other than a payment of money) under this Document as a result of any cause beyond its reasonable control.
- 28.2 If the delay or failure continues for at least 28 days either party will be entitled to terminate this Document by notice in writing.

29.0 DISPUTE RESOLUTION AND ARBITRATION

CH
RB

- 29.1 If a dispute arises between the parties in connection with this Document including without limitation the interpretation, validity, breach or termination of any of its provisions, the parties will, without prejudice to any other rights or entitlements they may have under this Document or otherwise, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 29.2 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 29.3 All arbitration proceedings are to take place in New Zealand and to be governed by New Zealand law.
- 29.4 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 29.5 The arbitrator must include in the arbitration award reasons for the determination.

30.0 NOTICES

- 30.1 Any notice to be given under this Document by one party to the other is to be in writing and made by personal delivery, by pre-paid post or by facsimile addressed to the receiving party at the address or facsimile number set out in Item 17 of Schedule 1.
- 30.2 A notice given in accordance with clause 30.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of a letter, on the third working day after posting;
 - (c) in the case of facsimile, on the date of dispatch.

31.0 COSTS

- 31.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and executing this Document or any extension or variation of this Document.

31.2 The Concessionaire must pay in full immediately on demand all costs and fees (including but not limited to solicitors' costs and the fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor:

- (a) to enforce or attempt to enforce the Grantor's rights and powers under this Document if the Concessionaire is in breach or default;
- (b) to recover outstanding money owed to the Grantor.

32.0 RELATIONSHIP OF PARTIES

32.1 Nothing expressed or implied in this Document shall be construed as:

- (a) constituting the parties as partners or joint venturers;
- (b) conferring on the Concessionaire any right of exclusive occupation or use of the Easement Area;
- (c) preventing the Grantor from granting similar concessions to other persons;
- (d) derogating from the rights of the Grantor and the public to have access across the Easement Area.

33.0 OFFENCES

33.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act:

- (a) no waiver or failure to act by the Grantor under this Document is to preclude the Grantor from prosecuting the Concessionaire; and
- (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising its remedies under this Document; and
- (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising its remedies under this Document.

34.0 SEVERABILITY

34.1 Any illegality, or invalidity or unenforceability of any provision in this Document is not to affect the legality, validity or enforceability of any other provisions.

35.0 ENTIRE UNDERSTANDING

- 35.1 Except as provided by legislation, this Document and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Document and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Document.

36.0 VARIATION

- 36.1 The provisions of section 17ZC of the Conservation Act 1987 apply to all variations sought by the Concessionaire and to any application for an extension to the Term.
- 36.2 As provided by section 17ZC(3) of the Conservation Act 1987, the Grantor may vary any of the conditions of this Document if the variation is necessary:
- (a) to deal with significant adverse effects of the Activity that are not reasonably foreseeable at the time this Easement is granted; or
 - (b) because the information made available to the Grantor by the Concessionaire for the purposes of the Concessionaire's application contained inaccuracies which materially influenced the decision to grant the easement and the effects of the Activity permitted by this Document require more appropriate conditions
- 36.3 The Concessionaire is to be bound by every such variation.

37.0 REGISTRATION

- 37.1 The Grantor may register this Easement, at the expense of the Concessionaire, as provided by section 17ZA of the Conservation Act 1987.



SIGNED by)
CHRISTOPHER RONALD HAMES)
HICKFORD, Community Relations)
Manager, West Coast, for and on behalf)
of the Minister of Conservation,)
(the Grantor) pursuant to a written)
delegation in the presence of:)

Chris Hames
Community Relations Manager

Witness signature: s.9(2)(a)

Witness name: Campbell Abernethy

Occupation: Conservation Officer

Address: 4000 Hollicks

SIGNED by)
(as Concessionaire))
in the presence of:)

s.9(2)(a)

Witness signature: s.9(2)(a)

Witness name: s.9(2)(a)

Occupation: woodworker

Address: s.9(2)(a) Westport

SCHEDULE 1

1. **Land:** Cascade Mine Road, Denniston. *(see definition of Land in clause 1.1)*
2. **Easement Area:** All that area shown in red on the attached plan titled "Access Easement – Brookdale Mining Ltd – Denniston to MP 41-274 & 41-456" and dated 24 May 2006, being a corridor of not more than 10 metres in width.
(see definition of Easement Area in clause 1.1)
3. **Concession Activity:** To right to use and maintain the existing Cascade Mine Road for the purpose of gaining access to Mining Permits 41 274 and 41 456.
(see definition of Concession Activity in clause 1.1)
4. **Term:** 20 years from 1 June 2006. *(see clause 3.1)*
5. **Renewal:** N/A *(see clause 3.2)*
6. **Final Expiry Date:** 31 May 2026. *(see clause 3.3)*
7. **Concession Fee:** *(see clause 5.1)*

7.1 **Concession Activity Fee:** five hundred dollars (\$500) plus GST per annum
7.2 **Concession Management Fee:** one hundred dollars (\$100) plus GST per annum
8. **Concession Fee Instalments:** Annually in advance *(see clause 5.1)*
9. **Concession Fee Payment Date:** 1 June 2006 for the annual fee and annually thereafter.
(see clause 5.1)
10. **Penalty Interest Rate:** *(see clause 5.2)*
(Double the Grantor's bank's current highest 90 day bank bill buy rate)
11. **Concession Fee Review Date:** Every 3 years from the date of execution of this concession.
(see clause 7.1)
12. **Public Liability General Indemnity Cover:** *(see clause 25.3)*
for one million dollars (\$1,000,000)
13. **Public Liability Forest & Rural Fire Act Extension:** *(see clause 25.3)*
for two hundred and fifty thousand dollars (\$250,000)
- 14(a) **Other Types of Insurance:** N/A *(see clauses 12 & 25.3)*
- 15(b) **Amounts Insured for Other Types of Insurances:** N/A *(see clauses 12 & 25.3)*

16. **Environmental Monitoring Contribution:** N/A

(see clause 26.2)

17. **Address for Notices:**

(see clause 30)

(a) Grantor
Conservator
Department of Conservation
Sewell Street
HOKITIKA
Ph (03) 756 8282

(b) Concessionaire
Brookdale Mining Ltd
PO Box 428
WESTPORT
Ph (03) 789 9846

RELEASED UNDER THE OFFICIAL INFORMATION ACT

at
[Signature]

SCHEDULE 2

Community Service Contribution

N/A

RELEASED UNDER THE OFFICIAL INFORMATION ACT

dt
RJ

SCHEDULE 3

Special Conditions

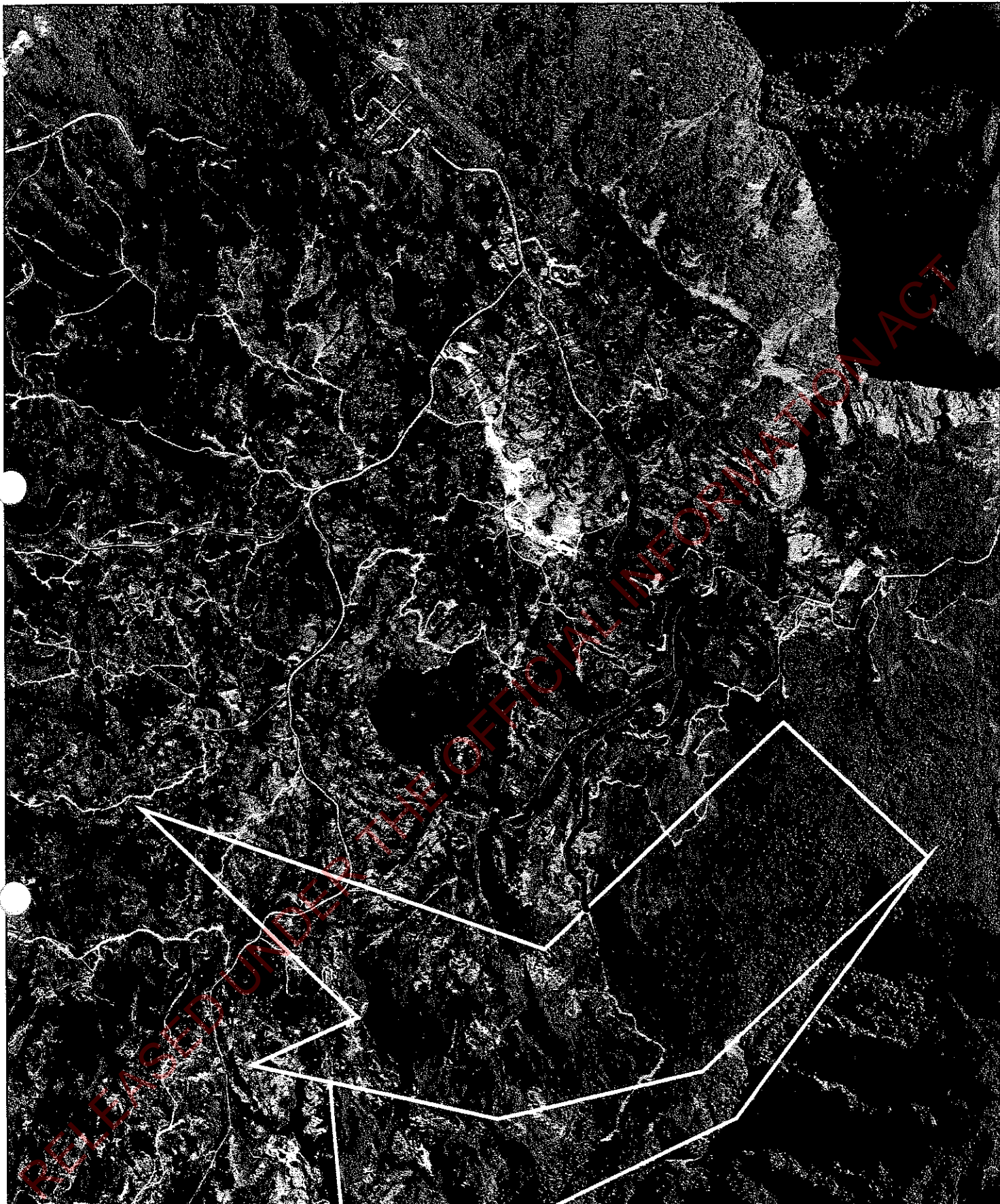
Easement for Use of Cascade Mine Road

1. The rights granted under this easement are non-exclusive and apply only to the use of Cascade Mine Road outside the boundaries of Mining Permits 41 274 and 41 456. The use of the road inside the mining permits is part of mining operations and shall be addressed as an access arrangement under the Crown Minerals Act 1991.
2. The Concessionaire shall not undertake more than 30 truck movements per day to and from the mine site.
3. The Concessionaire shall only use road legal trucks and shall not use trailer units on the road.
4. The Concessionaire shall ensure that all vehicles operating under this concession do not exceed 30 kilometres per hour.
5. The Concessionaire is only permitted to use heavy vehicles on Cascade Mine Road between Monday to Friday and between the hours of 7am to 5pm. Heavy vehicles are also excluded from use during public holidays.
6. Notwithstanding Special Condition 5 the Department's Buller *Kawatiri* Area Office manager may permit the Concessionaire to operate outside the parameters specified in Special Condition 5 if he or she considers special circumstances apply. Any such authorisations shall be temporary and only for short durations.
7. Where practicable the Concessionaire shall share the same radio communication frequency as other concessionaires using Cascade Mine Road.
8. The Concessionaire shall maintain the surface condition of the road at the Concessionaire's cost. Where a concession has been granted to another user of the road the Department may determine the proportion of the cost of road maintenance to be met by the Concessionaire.
9. The Concessionaire shall install and maintain a locked gate on Cascade Mine Road at the approximate NZ Map Grid coordinates 2410966E and 5938169N. The Concessionaire will make available a key to Department's Buller *Kawatiri* Area Office manager, and any other concessionaires using the road beyond the locked gate.
10. Notwithstanding Condition 9 the Concessionaire shall ensure that the gate referred to in Condition 9 remains unlocked during weekends and public holidays.

at


11. The Concessionaire shall place signs on Cascade Mine Road to warn the public of the presence of heavy vehicles. The number of signs and their placement shall be at the discretion of the Buller *Kawatiri* Area Office manager. The cost of the signs will be met by the Concessionaire.
12. At the discretion of the Buller *Kawatiri* Area Office manager and at the Concessionaires cost, the Concessionaire may be required to construct a turning bay for public traffic to turn safely if such vehicles reach the locked gate referred to in Special Condition 9.
13. The Concessionaire shall ensure that all light vehicles and trucks operating under this concession are driven with an orange flashing light and headlights on at all times.
14. The Concessionaire shall meet the costs of the Department relocating the Coalbrookdale walking track car park and also for the Department to providing alternative foot access from the new car park to the start of the walking track.
15. The Concessionaire shall undertake a weed control programme to control exotic weeds, or undertake the programme jointly where a concession has been granted to another user of the road.
16. The Concessionaire shall comply with all requirements of the Resource Management Act 1991 and the Building Act 1991.

da
B



Department of Conservation
Te Papa Atawhai

WEST COAST TAI POUTINI CONSERVANCY
CONCESSION PLAN

Access Easement - Brookdale Mining Ltd - Denniston to MP 41-274 & 41-456

Total area: 3 hectares	Scale: 1:20,000	Photo Ref: Orthophoto SE 2002	PAC 11-04-113
Compiled: 24/05/2006	Map Ref: L29	Area Office: Buller	
Legal Description: K29001 Stewardship			

FILE COPY
fully execute
original
original in
Secure Storage



Department of Conservation
Te Papa Atawhai

Concession Number: WC-18605-LAN
PAC-11-04-113

Assignment and Variation of Concession Document

THIS ASSIGNMENT AND VARIATION OF A CONCESSION DOCUMENT is made
this 2ND day of August 2011

PARTIES:

1. Minister of Conservation, (the Grantor)
2. Brookdale Mining Limited (the Assignor)
3. Buller Coal Limited (the Assignee)

BACKGROUND

- A. By a Concession dated the 19th day of June 2006 (the Concession) the Grantor granted an Easement to the Assignor upon the terms and conditions expressed and implied in the Concession.
- B. The Assignor has agreed to dispose of the Assignor's interest in the Concession to the Assignee and the Grantor has agreed to consent to the assignment of the Concession to the Assignee.

NOW THE PARTIES AGREE:

1. Assignment

In consideration of the Assignee's covenants in this document, the Assignor, as from the Assignment Date, assigns to the Assignee all the Assignor's interest in the Concession.

2. Assignee's Covenant With Assignor

The Assignee covenants with the Assignor that the Assignee will:

- (a) pay the concession fees and other money due and payable from the Assignment Date at the times and in the manner provided in the Concession;
- (b) from the Assignment Date, observe and perform those covenants, terms and conditions expressed or implied in the Concession which are to be observed and performed by the concessionaire under the Concession.

3. Assignee's Covenant With the Grantor

The Assignee covenants with the Grantor that the Assignee will:

- (a) pay the concession fees and other money due and payable from the Assignment Date at the times and in the manner provided in the Concession;
- (b) from the Assignment Date, observe and perform those covenants, terms and conditions expressed or implied in the Concession which are to be observed and performed by the concessionaire under the Concession.

CH
[Signature]
[Signature]
[Signature]
12

4. Assignor's Covenant With Assignee

The Assignor covenants with the Assignee that:

- (a) the Concession is a valid concession for a total term of 20 years (inclusive of renewals) from 1 June 2006; therefore due to expire on 31 May 2026 and is not liable to forfeiture for any reason;
- (b) all rent and other money payable under the Concession has been paid up to and including the Assignment Date;
- (c) all covenants, terms and conditions expressed or implied in the Concession which are to be observed and performed by the Assignor have been observed and performed up to and including the Assignment Date.

5. Assignor's Covenant With Grantor

The Assignor covenants with the Grantor that the covenants of the Assignee are not in substitution for and do not reduce, prejudice or vary the liability of the Assignor under the Concession prior to the Assignment Date.

6. Variation

As from the Assignment Date, the Concession is varied as follows:

Item 17(b) of Schedule 1 of the Concession is amended as follows:

“(b) Concessionaire
Buller Coal Limited
14-16 Palmerston Street
Westport ”

7. Grantor Consent

The Grantor consents to the assignment and agrees with the variation set out in this document.

8. Condition

The assignment provided for in this document is conditional on the completion of the sale and purchase under the agreement dated 2 May 2011 between Bathurst Resources Limited, Robert Griffiths and Brookdale Mining Limited (the date such completion occurs being the “Assignment Date”) AND on Mining Permit 41 274 and Mining Permit 41 456 having been transferred from the Assignor to the Assignee in accordance with section 41 of the Crown Minerals Act 1991.

- 9.** In the event of the conditions set out in clause 8 above not being satisfied, this entire document shall be deemed to be null and void and of no legal effect, AND the Assignor shall remain as the concessionaire of the Concession subject of this document, AND shall remain liable for the performance of the covenants, terms and conditions expressed or implied in the said Concession.

Handwritten signatures and initials at the bottom right of the page.

SIGNED on behalf of the Minister of Conservation by

CVS *[Signature]*

~~Kelly Ellen Stevens~~ **CHRISTOPHER HULFORD**
Acting Community Relations Manager

acting under delegated authority

in the presence of:

s.9(2)(a)

Witness Signature:

Witness Name: *Pauline Adams*

Witness Occupation: *CR Officer*

Witness Address:

Awatuna, Hokitika

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington.

SIGNED by Brookdale Mining Limited by its Directors:

s.9(2)(a)

(Assignor)

Robert James Griffiths

s.9(2)(a)

(Assignor)

Jean Darling Griffiths

s.9(2)(a)

in the presence of:

s.9(2)(a)

Witness Signature:

Witness Name:

Witness Occupation:

s.9(2)(a)

Solicitor

Witness Address:

GREYMOUTH

SIGNED by Buller Coal Limited by two of its Directors:

s.9(2)(a)

(Assignee)

Name:

TIMOTHY MANNERS

s.9(2)(a)

(Assignee)

Name: **HAMISH JOHN LINDSEY JOHANNAN**

in the presence of:

s.9(2)(a)

Witness Signature:

Witness Name:

Witness Occupation: **Solicitor**

Witness Address:

Wellington

CV



Department of Conservation
Te Papa Atawhai

ACCESS ARRANGEMENT FOR OPEN CAST COAL MINING

UNDER

CROWN MINERALS ACT 1991

Mining Permit 51 279

Buller Coal Limited

RELEASED UNDER THE OFFICIAL INFORMATION ACT

ACCESS ARRANGEMENT

THIS AGREEMENT for an access arrangement pursuant to section 61 of the Crown Minerals Act 1991 dated 21 May 2013 between the MINISTER OF CONSERVATION (hereinafter together with the Minister's agents referred to as "the Minister") and BULLER COAL LIMITED a duly incorporated company whose registered office is at Bathurst Resources, Level 12, 1 Willeston Street, Wellington 6011, New Zealand (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 62 and 25 of the Conservation Act 1987 and the Minister is responsible for that Department;
- (b) The Permit holder has been granted a mining permit (Mining Permit 51-279) by the Minister of Energy pursuant to section 25 of the Crown Minerals Act 1991 to undertake Mining and Mining 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 Mining and Mining 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, Third, Fourth, Fifth and Sixth Schedules hereto for the purposes of carrying out Mining and Mining Operations by open cast methods for coal:

INTERPRETATION

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

"Access arrangement boundary" means the boundary of the Land defined in the First Schedule.

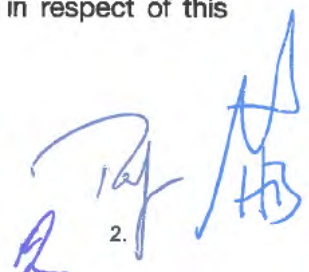
"Act" means the Crown Minerals Act 1991.

"Adverse impact" or "adverse effect" means an adverse effect on the Land based on the reasonable opinion of the Conservator.

"Annual Work Programme", "Work Programme" or "Work Plan" means an annual work and rehabilitation plan (referred to in Conditions 8 – 18 and elsewhere in this Access Arrangement) which the Permit holder must submit at least annually to the Conservator for his/her approval and which is a precondition to the Permit holder carrying out any Mining or Mining Operations on the Land.

"Conservator" means the person for the time being holding the office of Conservator for the West Coast Conservancy of the Department of Conservation and includes any person authorised by the Conservator to act on his or her behalf in respect of this agreement.

2.



"Department" means the Department of Conservation, or its authorised agent.

"Historic resource" means a historic place within the meaning of the Historic Places Act 1993 and includes any interest in a historic resource.

"Land" means the land described in the First Schedule and includes all natural and historical features on the Land.

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

"Mining Permit" means MP 51-279.

"Minister" means the Minister of Conservation, or his or her duly authorised delegate.

"Mitigate" means to reduce or lessen the severity of adverse effects of mining on conservation values on the Land; and "mitigation" has a corresponding meaning.

"Natural resource" means plants and animals of all kinds; the air, water, and soil in or on which any plant or animal lives or may live; landscape and landform; geological features; systems of interacting living organisms, and their environment; and includes any interest in a natural resource.

"On" in relation to land, includes on or under the surface of land.

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

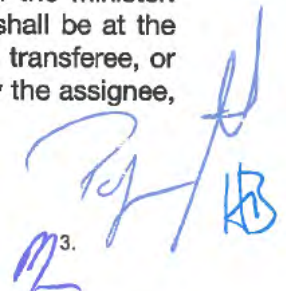
"Threatened Species" refers to species classified in (Townsend, A.J.; de Lange, P.J.; Duffy, A.J.; Miskelly, C.M.; Molloy, J.; Norton, D.A. 2008 New Zealand Threat Classification System manual. Department of Conservation, Wellington) or any official published revision.

GENERAL MINE AUTHORISATION

1. Subject to compliance with these General and Special Conditions and Schedules and approval of a current Annual Work Programme, the Permit holder may undertake the following Mining and Mining Operations (as detailed in the Fourth Schedule) on the Land:
 - (a) Undertake opencast coal Mining within the area shown in the First Schedule except as limited by any exclusion conditions contained in the Second Schedule, of this Access Arrangement;
 - (b) Construct (and use) the mine elements as shown in the Fourth Schedule of this Access Arrangement.

ASSIGNMENT

2. (a) The benefit of this Access Agreement is not to be assigned, transferred, or sublet by the Permit holder without the prior written consent of the Minister. The Minister's consent to an assignment, transfer, or sublease shall be at the Minister's discretion, and the Minister may require any assignee, transferee, or sub-lessee to enter into a deed of covenant with her/him whereby the assignee,

3. 

transferee, or sub-lessee is bound by the terms of the Access Agreement as if it were a principal party to it.

- (b) The indemnities given by the Permit holder to the Minister under this Access Arrangement are intended to endure for the benefit of the Minister in perpetuity and the Permit holder hereby acknowledges and covenants accordingly.
- (c) If the Permit holder assigns transfers or sublets any rights granted by this Access Agreement it is to be a condition of any consent under this clause that the indemnities under this Access Arrangement continue to be binding on the Permit holder.
- (d) If the Permit holder requests the Minister's agreement to a request for assignment of the benefit of this Access Arrangement, the Permit holder shall, in addition to any other information requested by the Minister, supply information which demonstrates to the satisfaction of the Minister that the assignee has the appropriate technical skills and experience to carry out the proposed Mining and Mining Operations.

COMPENSATION

- 3. The Permit holder must pay to the Department such sums by way of compensation, on such dates, as have been or may be agreed and reduced to writing or which become payable from time to time under section 76 of the Act. The Parties acknowledge that the details of compensation agreed by the Parties and the payment dates, are set out in Deed annexed in the Fifth Schedule.
- 4.
 - (a) All compensation amounts specified in the Fifth Schedule are, if not yet due for payment or due but remaining unpaid, to be annually reviewed for changes in Consumer Price Index (CPI), and adjusted on a compounding basis, from the date of signing this Access Arrangement to the date of payment, accordingly.
 - (b) The Permit holder agrees to pay any such adjustments.

ADMINISTRATION COSTS

- 5. Pursuant to section 76 of the Act the Permit holder will pay to the Conservator:
 - (a) The 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.
- 6. The Permit holder must pay any actual and reasonable fees associated with provision of expert advice to the Conservator for the purposes of reviewing or approving plans or documents provided under this Access Arrangement.

PRECONDITIONS BEFORE ENTRY TO LAND FOR MINING

7. The Permit holder will not enter in or on to the Land for the purpose of commencing Mining and Mining Operations until:
- (a) The documents referred to in Condition 13 have been supplied to the Conservator; and
 - (b) The Permit holder has submitted to the Conservator an Annual Work Programme in accordance with Condition 15, and the Environmental Management Strategy and management plans described in the 2nd 3rd and 6th schedules; and
 - (c) Any payments and security or guarantee documents referred to in Conditions 3, 4, 5, 6, 20, 27, 28 and 31 or elsewhere in this Access Arrangement which are due and owing have been paid, or executed and deposited with the Conservator, as the case may be; and
 - (d) The Conservator has approved the Work Programme required to be submitted by Condition 7(b) and the Environmental Management Strategy and management plans described in the 2nd 3rd and 6th Schedules, and has issued the Permit holder with an Authority to Enter and Operate as provided by Condition 14.
 - (e) The Permit holder has completed, and provided to the Conservator, a risk assessment of the Mining and Mining Operations using a suitably qualified independent third party approved by the Conservator.

WORK PROGRAMME

8. The first Work Programme must include, as an annexure report, detailed calculations of the amounts of the insurances, guarantees and bonds or grants required by Conditions 25, 27, 28 and 31.
9. (a) The Permit holder will annually review the risk assessment required by Conditions 7(e) and 8 unless a longer review period is agreed with the Conservator.
- (b) Such risk assessment and risk assessment reviews are to be conducted in conjunction with a suitably qualified independent third party nominated by the Permit holder and approved by the Conservator, and must make recommendations as to the extent of any further bonds or any changes to bonds quanta and/or framework of bonds and/or other assurances (including insurance and cash operating grant) to address the outcomes of the risk assessment in an effective and cost efficient manner. The Conservator may, at the Permit holder's expense, commission an independent peer review of the risk assessment, or commission such other advice on risk assessment matters (including without limitation, an independent assessment of risk matters) as he or she considers desirable.
- (c) The parties shall, at the Minister's discretion, either extend the term of this Access Arrangement, or enter into a concession under part 3B of the Conservation Act 1987, or put in place alternative arrangements, with the bonds and guarantees provided for in this Access Arrangement if and to the extent then applicable, to lawfully provide for the on-going operations, management

and rehabilitation activities on the Land following mining required under this Access Arrangement, in order to give effect to the obligations set out in this Access Arrangement.

- (d) The Permit holder agrees to be bound by any decision of the Minister to require the term of the Access Arrangement to be extended or to require the Permit holder to hold a concession, or to require alternative arrangements be put in place.
10. (a) The Permit holder must pay, no later than the 20th of the month following the issue of any invoice, all fees properly payable by it under this Access Arrangement.
- (b) The Permit holder is not to exercise any access under this Access Arrangement, or embark upon any activity described in a Work Programme approved by the Conservator for which fees are overdue.
11. (a) The Work Programme submitted to the Conservator for approval must address each element of the proposed mine, and must include all relevant information.
- (b) The Conservator may request such information as may be reasonable to enable him/her to make an informed decision regarding approval or non approval of the Work Programme.
- (c) The elements of the Mining and Mining Operations are listed in the Fourth Schedule.
- (d) The Conservator must not approve any Work Programme that is not in substantial conformity with the description of the Work Programme elements set out in the Fourth Schedule.
12. The Conservator may require the Permit holder to vary the proposed Annual Work Programme to ensure the Mining and Mining Operations comply with the conditions of this Access Arrangement. Where required by the Conservator the Permit holder will amend the proposed Annual Work Programme accordingly.
13. The Permit holder must seek an Authority to Enter and Operate from the Conservator. At the time of seeking an Authority to Enter and Operate, the Permit holder will submit to the Conservator:
- a) A copy of the insurance policies and the premium payment receipts and guarantees, bonds or grants as required in Conditions 25, 27, 28 and 31; and
 - b) A copy of the mining permit granted pursuant to section 25 of the Act; and
 - c) A copy of all resource consents and variations 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 mining permit.
14. Upon the Conservator being satisfied that the requirements of this Access Arrangement, and in particular Conditions 7, 12, and 13 have been met, the Conservator 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 Mining and

Mining Operations for a period of 12 months, unless the mining permit has a lesser term remaining.

15. Prior to the commencement of mining and then prior to the expiry of any subsequent Authority to Enter and Operate thereafter, the Permit holder will submit to the Conservator for approval a further Annual Work Programme and any other plans or amended plans as required by Condition 7(b) and Special Condition 69 of the Second Schedule, and any other requirements of this Access Arrangement and in particular Conditions 7, 12, and 13, for the succeeding 12 month period (or a lesser period if considered appropriate by the Permit holder).
16. Except as permitted by the Conservator, 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 Conservator pursuant to Condition 14.
17. The Conservator will not unreasonably fail to grant, or delay granting, a subsequent Authority to Enter and Operate where the Permit holder has supplied all the required documentation and made all the payments required by the Access Arrangement, 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.
18. Pending the granting of a subsequent Authority to Enter and Operate the Conservator may in his or her discretion, issue an interim Authority to Enter and Operate providing the documents and payments required by the Access Arrangement have been submitted.

INDEMNITIES

19. The Permit holder will indemnify and keep indemnified the Minister and Department 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 Mining or Mining Operations on the Land. The indemnity is to continue after the expiry of, or other determination of this Access Arrangement, or any variation to it, in respect of those Acts or omissions occurring or arising before the expiry or determination of it, or any variation to it.
20. If due to the Permit holder's Mining or Mining 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 Mining or Mining Operations; but both parties expressly agree that such payment is not of itself to constitute an acknowledgement of exclusive possession by the Permit holder of the Land.
21. The Minister will not be liable for and does not accept any responsibility for damage or interference to the Mining and Mining 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 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.

HEALTH AND SAFETY

22. The Permit holder will exercise the rights granted by this Access Arrangement in a safe and reliable manner and must comply with the Health and Safety in Employment Act 1992, and its regulations, and all other provisions or requirements of any competent authority relating to the exercise of this Access Arrangement.
23. The Permit holder will take all reasonable steps to protect the safety of persons present on the Land during Mining and Mining Operations and between work periods and will, when required by the Conservator, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the Mining and Mining Operations. The Permit holder will take all reasonable steps to mitigate any dangers to the public and will clearly mark any that remain.
24. (a) Where the Permit holder, requests the Conservator (acting under delegated authority from the Minister) to close public access to the Land to ensure the safety of the public, employees, plant and equipment, the Conservator may do so if he or she considers it appropriate.
- (b) The Permit holder will give the Conservator reasonable notice of its request so that the Conservator 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

25. (a) Prior to commencing Mining Operations the Permit holder must effect and maintain during the term of this Access Arrangement insurance covers for the risks and in the amounts specified below:
- | | |
|------------------------------|--------------|
| • Public (General) Liability | \$20 Million |
| • Forest and Rural Fire | \$3 Million |
| • Motor Vehicle Third Party | \$10 Million |
| • Statutory liability | \$5 Million |
| • Environmental Liability | \$10 Million |
- (b) The Conservator may, at any time, require the Permit holder to alter any insurance required under this Access Arrangement, extend the term of any insurance required under this Access Arrangement or increase or decrease the amount of cover of any insurance required under this Access Arrangement. In doing so, the Conservator shall have regard to, but not be bound by, the risk assessments referred to in conditions 7(e), 9(a) and 9(b).
- (c) All insurance cover required under this Access Arrangement must be in the joint names of the Minister, the Department and the Permit holder, or note the interest of the Minister and the Department, as required by and on terms approved by the Conservator, and must be with an insurance company approved by the Conservator, which approval will not unreasonably be withheld. The Conservator may require any reasonable amendment or

change to any policy of insurance required under this Access Arrangement and the Permit holder will forthwith implement those amendments or changes required by the Conservator.

- (d) In the event that any insurance cover required under this Access Arrangement is in the reasonable opinion of the Conservator unavailable, the Conservator may require a cash bond, or surety with a trading bank, insurance company or bond guarantor acceptable to the Conservator to provide assurances equivalent to that which would have been obtained had that cover been available.
 - (e) The Permit holder shall not be required to maintain insurance in respect of any risk that, in the opinion of the Conservator, is adequately covered by an alternative form of assurance (including any guarantee, bond or operating grant).
 - (f) In addition to the complying with the insurance requirements described above, the Permit holder shall ensure that any third parties engaged by it to undertake design or engineering work associated with the mine, or mining operations on the Land, hold a policy of Professional Indemnity insurance covering all design and engineering works undertaken. The amounts and terms of such Professional Indemnity insurance shall be consistent with any current risk assessments undertaken in accordance with conditions 7(e), 9(a) and 9(b).
26. The Permit holder must lodge with the Conservator copies of the renewal of or substitution for any insurance policies, receipts for payment of premiums, any variations to bonds and evidence that the bonds are in force.

BONDS

27. (a) Unless the bond is a cash bond, prior to entering in or on the Land, the Permit holder must provide as surety a trading bank, insurance company or bond guarantor who is acceptable to the Conservator. The surety must execute (in the case of two or more jointly and severally) in favour of the Minister a restoration guarantee or bond of a sum reasonably determined by the Conservator having regard to the calculation provided with each work plan in relation to the restoration and closure of the disturbed area of the Land provided that the Conservator is not bound by such calculation. Subject to any change under Condition 29, such guarantee or bond is to be initially set at **\$9,010,292.00 dollars** for due and faithful performance by the Permit holder of the obligations under this Access Arrangement.
- (b) The restoration guarantee or bond shall be provided by the Permit holder for a minimum term of three years and shall commence from the date of the first Authority to Enter and Operate. The term of the restoration guarantee or bond shall be renewed for a minimum of a further three years or such other term as determined by the Conservator on each anniversary of the date of the first Authority to Enter and Operate.
- (d) The bond shall be in a form acceptable to the Conservator.
28. (a) In addition to the guarantee or bond required under Condition 27, the Permit holder will also, prior to entering into or onto the Land, deposit with the Minister a cash operating bond ("the cash operating bond") of **\$500,000.00**.

- (b) The cash operating bond will be held by the Minister on trust until such time as all conditions of this Access Arrangement have been complied with and mine closure has been achieved notwithstanding the completion of the Permit holder's Mining or Mining Operations. Interest which is earned from the cash operating bond shall accrue to the Department and when the bond is repaid to the Permit holder, the Permit holder shall be entitled to receive all interest (less resident withholding tax and any bank fees); together with the deposit sum unless the Department has had to use the deposit sum (or part of it) in remedying any non-compliance with this Access Arrangement.
29. The Conservator will review the guarantees or bonds required under Conditions 27 and 28 annually while mining or mining operations are occurring, and may increase or decrease the amount of the guarantees or bonds, alter the structure or framework of the guarantees or bonds, or extend or reduce the term of the guarantees or bonds. In doing so, the Conservator is to have regard to the risk assessments referred to in Condition 7(e), 9(a) and 9(b), but is not bound by such risk assessments. The Conservator may also commission, at the Permit holder's expense, a separate risk assessment, or analysis of the risk assessment provided.
30. (a) The guarantees or bonds required under Conditions 27 and 28 are not to expire, and are to remain effective, during the period such guarantees or bonds are required to be in effect by this Access Arrangement and within that period until such time as all conditions of the Access Arrangement have been complied with and mine closure has been achieved, notwithstanding the completion of the Permit holder's Mining or Mining Operations or the surrender, suspension or termination of this Access Arrangement whether by effluxion of time or for cause.
- (b) In the event that the Permit holder breaches any condition or fails to carry out any condition of this Access Arrangement (including, for the avoidance of doubt, any conditions specified in a schedule to this Access Arrangement, or any provision of a work programme, management strategy, plan or sub plan approved under this Access Arrangement), the Conservator may call on the bonds entered into under Conditions 27 and 28 or any portion thereof to ensure compliance with the conditions of this Access Arrangement, whether or not the Access Arrangement has been surrendered, suspended or terminated.
31. In addition to the bonds provided for under Conditions 27 and 28, the Permit holder agrees to make to the Minister a cash operating grant of **\$2,000,000.00** prior to entry onto the Land
- (a) for the general conservation purposes of providing a capital fund for ongoing insurances, bonds, monitoring, water treatment, aftercare and re-mediation associated with the Land post closure and not otherwise required to be undertaken by the Permit holder under this access Arrangement.; and, in the event that there be a surplus of the fund;
- (b) For general conservation purposes within the area presently known as the Denniston/Stockton Plateaux
32. The grant quantum in Condition 31 shall be reviewed by the Conservator in accordance with Condition 7(e), 9(a) and 9(b). The Conservator is to have regard to the risk assessments but is not bound by them. The Permit holder shall not be required to provide or maintain guarantee, bond, operating grant or other forms of

assurance in respect of any risk that, in the opinion of the Conservator, is adequately covered by an alternative form of assurance (including any other guarantee, bond, operating grant or insurance).

33.

FIRE PRECAUTIONS

34. The Permit holder will:

- (a) Ensure that no unauthorised fire occurs as a consequence of the Mining and Mining Operations, whether on the Land, or any adjoining land;
- (b) Not light any fire except by permit issued by the Conservator;
- (c) Not store or permit to be stored fuels or other combustible materials on the Land without the prior written permission of the Conservator;
- (d) Comply with the Conservator's requirements for fire safety equipment and for fire fighting equipment to be kept on the Land.
- (e) Have in place and annually update a Fire Control Management Plan to the Conservator's satisfaction.

PROTECTION OF THE ENVIRONMENT

35. The Permit holder will ensure that in respect of all Mining and Mining Operations under this Access Arrangement:

- (a) That all practicable steps are taken to ensure environmental disturbance is minimised and land affected by Mining and Mining Operations is kept stable and free from erosion. This is to be reflected in all Work Plans submitted to the Conservator for approval.
- (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 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 relating to the mining permit.
- (e) There will be no destruction, damage or modification to any archaeological site in the area (as defined by the Historic Places Act 1993) without the authority of the New Zealand Historic Places Board of Trustees obtained under section 14 of that Act. The Permit holder must produce such authority to the Conservator.
- (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 Conservator 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 34).

35. Subject to the requirements of this Access Arrangement, the Permit holder's activities on the Land shall be undertaken in general accordance with the information contained within the application document "Escarpment Mine Access Arrangement-Amendment to the original application" dated March 2013, provided to the Department.
36. In the event that there is an adverse impact to the Land, or adjoining land or natural resources administered or managed by the Minister, whether during or after completion of the Permit holder's Mining or Mining Operations, which is not permitted by this Access Arrangement or could not have reasonably been foreseen the Permit holder is to take all action necessary to mitigate or remedy those adverse impacts unless the Conservator considers otherwise. If the Permit holder fails to mitigate or remedy those adverse impacts to the Conservator's satisfaction, the Conservator may enter onto the Land or adjoining land to undertake any necessary action to do so and recover the costs of mitigating or remedying impacts from the Permit holder, including, without limitation, calling on any bonds.

SUPPLY OF INFORMATION

37. The Permit holder will lodge with the Conservator 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.
38. 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 Mining and Mining 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.
39. The Permit holder will submit to the Minister a copy of any application lodged to vary the mining permit(s) covering the Land including any application to transfer the mining permit(s) to another person or party.
40. The Permit holder will apply for a variation to this Access Arrangement should it wish to undertake Mining or Mining Operations on any land managed or administered by the Department within any variation to the mining permit that is not already covered by this Access Arrangement.
41. Notwithstanding Condition 40 it will be at the Minister's discretion as to whether any variation applied for in accordance with Condition 40 is approved or not.

MONITORING

42. The Permit holder will allow the Conservator or any other person authorised by the Conservator 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.

- (c) 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.

TERM

- 43. (a) Subject to Conditions 9(c) and (d), the term of this Access Arrangement will be for a period from the date of execution of this Access Arrangement until 23 June 2022 or for the term of Mining Permit 51-279, whichever is the lesser.
- (b) The parties acknowledge that Within this term it is envisaged that the Permit holder will undertake mining, mining operations, and progressive rehabilitation over an initial 5 year period, with the balance of the term being utilised for rehabilitation works only. However nothing in this clause **Error! Reference source not found.**(b) limits or restricts the period when the Permit holder may undertake any mining and mining operations.

SUSPENSION OR TERMINATION

- 44. 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; or otherwise provide the option of a receiver, liquidator, or statutory manager carrying out the Access Arrangement subject to the provision of a guarantee for the due and faithful performance of the Access Arrangement up to an agreed amount. Such notice 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.
- 45. (a) If the Permit holder is in breach, or fails to observe any of the conditions contained herein or any approved Work Programme the Minister must give written notice to the permit holder specifying the default and requiring it to be remedied as soon as practicable but no greater than 40 working days. If the Permit holder fails to comply with such notice, then the Minister may by notice in writing suspend or terminate this Access Arrangement.
- (b) Suspension or termination will not release the Permit holder from liability in respect of any breach of this Access Arrangement.
- 46. (a) Upon suspension or termination or expiry of this Access Arrangement the Minister is not liable to pay any compensation whatsoever for any buildings, structures or improvements effected by the Permit holder.
- (b) The Permit holder may remove and, if requested by the Minister, must remove all such buildings, structures and improvements.
- (c) The Permit holder must repair and make good at its own expense all damage which may have been done by such removal and is to leave the Land in a clean and tidy condition for restoration as set out in this Access Arrangement or any approved Work Programme.

- (d) If the Permit holder fails to remove any buildings within a reasonable time of the request of the Minister the Minister may undertake the same and recover the costs from the Permit holder.

47. If no compensation payment as provided for in Conditions 3 or 4 is paid to the Minister by the Permit holder or if the Permit holder has not submitted to the Conservator the documents or Work Programme referred to in Conditions 7 and 13 hereof or both within 2 years of the signing of this Access Arrangement, this Access Arrangement will terminate and cease to have any effect.

NOTICES

48. Any notice required to be addressed by either party will be sent by hand, courier email or by facsimile during normal business hours and will in the absence of proof to the contrary be deemed to have been received by the other party on such date and at such time upon which the notice delivered by hand was delivered, or at such time as notice delivered by courier, email or facsimile would have been delivered.
49. The Minister's address, email and fax number for service will be C/- The Conservator, The Department of Conservation, 10 Sewell Street, Hokitika; Fax (03) 756 9188, westcoast@doc.govt.nz
50. The Permit holder's address, email and fax number for service will be Buller Coal Limited, Bathurst Resources, Level 12, 1 Wilkeson Street, Wellington, New Zealand; Fax 64 4 974 5218 ; email wellington@bathurstresources.co.nz; .

VARIATIONS

51. The Parties acknowledge that:
- (a) If the Permit holder's proposed Mining or Mining Operations change in a way that any resource consents require a formal variation, the Minister may make any submissions on whether any consents or variations to consents should be or should not be granted by the relevant consent authorities; and
 - (b) If the principal elements of the mine works as described in the Fourth Schedule to this Access Arrangement change, no further work may be undertaken on that principal element by the Permit holder until such time as the Minister has considered and made a decision upon any application from the Permit holder to vary the Access Arrangement and the Parties have entered into an agreement to vary the Access Arrangement. Nothing in this condition implies any obligation on the part of the Minister to agree to such variation.
52. (a) The Permit holder must lodge with the Conservator any variations to the mining permit.
- (b) The Minister may vary this Access Arrangement or the Work Programme if he or she considers any variation to the mining permit makes it necessary to do so.

DISPUTE RESOLUTION

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

54. Failing resolution, 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.

COMPLIANCE

55. 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.
56. 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 Mining and Mining Operations including the Crown Minerals Act 1991, Health and Safety Employment Act 1992, the Forest and Rural Fires Act 1977, the Hazardous Substances and New Organisms Act 1996, and the Conservation Act 1987 and all Acts included in its First Schedule.
57. The Permit holder will at all times comply with this Access Arrangement, including all schedules and special conditions, any approved and current Annual Work Programme and Authority to Enter and Operate, and all approved current environmental management strategy, management plan or sub-plan. A breach of any such document shall be deemed to be a breach of this Access Arrangement and entitle the Minister or Conservator to exercise any rights or powers which arise from a breach or failure to comply with the terms of this Access Arrangement.
58. The Permit holder will at all times comply with the Resource Management Act 1991, and the conditions of all resource consents, or permitted activity performance standards, relevant to the conduct of mining and mining operations on the Land. A breach of a relevant resource consent or permitted activity standard shall be deemed to be a breach of this Access Arrangement.
59. If any inconsistency arises between the conditions of any resource consent relevant to the conduct of mining or mining operations on the Land, and the conditions of this Access Arrangement, such that the Permit holder can not comply with both, the Permit holder shall forthwith advise the Conservator. On such advice being received by the Conservator, the Conservator may either review the provisions of this Access Arrangement and agree to vary the Access Arrangement so as to remove the inconsistency, or confirm the conditions of the Access Arrangement and encourage the Permit holder to seek a change of resource consent conditions.

LIAISON PERSON

60. (a) The Permit holder will fund an independent contractor (to be neither an employee of the Permit holder or the Department of Conservation) who will act as a liaison officer between the Permit holder and the Conservator during the term of this Access Arrangement. The exact role, brief of service, and level of remuneration of the liaison officer will be determined by Conservator, following consultation with the Permit holder.

- (b) The Permit holder and the Minister record that the role of the liaison officer includes:
- (i) Reviewing annual Work Plans and other documentation submitted to the Conservator either under this Access Arrangement, or in respect of resource consent requirements, or otherwise associated with the Permit holder's Mining and Mining Operations, and making appropriate recommendations to the Conservator based on those documents;
 - (ii) Monitoring compliance by the Permit holder with Work Plans, this Access Arrangement, and any other requirements of the Conservator;
 - (iii) Monitoring compliance with the Closure and Rehabilitation Plan, monitoring and liaising over the success or otherwise of on-going restoration works and making recommendations to the Conservator regarding successful progressive and long-term restoration and rehabilitation of the mine site and the Land.
- (c) The appointment of the liaison officer will be by the Conservator following consultation with the Permit holder, and the liaison officer will report to the Conservator.
- (d) The Permit holder and the Minister agree that the liaison officer will be a senior position, requiring a range of professional skills necessary for liaising effectively and autonomously with the Permit holder, the Department, territorial authorities, other external consultants, insurance companies and risk assessors. The liaison officer must have a strong proven performance in relationship management for large-scale developments in environmentally sensitive areas.
- (e) The liaison officer must be appointed by the first anniversary of the first Work Plan. Pending such appointment the Conservator may, if he or she considers it necessary and desirable, appoint an interim liaison person at any time between the date of execution of this Access Arrangement and the first anniversary of the first Work Plan; and such interim liaison person will carry out the role of the liaison officer as envisaged by clause 60(b).
- (f) The liaison officer may, with the prior approval of the Conservator, call on additional independent external consultants for specialist advice on matters reasonably raised by the Permit holder's Mining and Mining Operations carried out under this Access Arrangement. The liaison officer will advise anticipated costs of consultants to both the Permit holder and Conservator. The Permit holder shall meet the costs reasonably charged by such consultants.

GENERAL

61. 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.

62. 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 Conservator, 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 7(b).
63. This Access Arrangement shall not remove any requirement for the Permit holder to obtain an authority under the Wildlife Act 1953 to disturb, or kill any wildlife on the Land.
64. (a) 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.
- (b) This Access Arrangement may be signed in any number of counterparts (including facsimile and PDF copies) all of which, when taken together, will constitute one and the same instrument. A party may enter into this Access Arrangement by executing any counterpart.
65. Nothing in this Access Arrangement including Special Conditions in the Second Schedule and the provisions of the Third to Fifth Schedules will prevent the Minister or Director-General from participating in any statutory process in respect to any matter relating to Mining and Mining Operations in or on the Land defined in this Access Arrangement.
66. If, in the opinion of the Conservator, the Mining Operations of the Permit holder are having, or may have an adverse impact on the natural, historic or cultural values of the Land, which are not permitted by this Access Arrangement the Conservator may either suspend the Access Arrangement until the Permit holder remedies or mitigates such adverse impacts to the extent satisfactory to the Conservator; or review the conditions of this Access Arrangement and impose any further conditions necessary to avoid, remedy or mitigate such adverse impacts.
67. 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 Mining, or Mining Operations, if Mining Operations under this Access Arrangement, or any Work Programme under this Access Arrangement are approved.
68. Notwithstanding any other provision, each party and the Conservator will act reasonably when considering whether to accept, agree, approve, consent to, decide, determine, or give permission for, any matter or thing under this Access Arrangement. The absence of any reference to a party or the Conservator acting reasonably shall not affect the operation of this clause.
69. Notwithstanding any other provision, any requirement under this Access Arrangement for a matter or thing to be accepted, agreed, approved, consented to, decided, determined by, or subject to the permission or satisfaction of, the Conservator is met if the matter or thing is expressly provided for in a Work Programme approved by the Conservator.

GUARANTEE

70. In consideration of the Minister entering into this Access Arrangement at the Guarantor's request the Guarantor:
- (a) Guarantees payment of the compensation and the performance by the Permit holder of the covenants in this Access Arrangement; and
 - (b) Indemnifies the Minister, and the Department against any loss the Minister or Department might suffer should the Access Arrangement be lawfully disclaimed or abandoned by any liquidator, receiver or other persons.
71. The Guarantor covenants with the Minister that:
- (a) No release, delay, or other indulgence given by the Minister to the Permit holder, to the Permit holder's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
 - (b) As between the Guarantor and Minister the Guarantor may, for all purposes, be treated as the Permit holder and the Minister is under no obligation to take proceedings against the Permit holder before taking proceedings against the Guarantor;
 - (c) The guarantee is for the benefit of and may be enforced by any person entitled for the time being to administer the Land;
 - (d) Any assignment or variation of this Access Arrangement is not to release the Guarantor from liability;
 - (e) Should there be more than one Guarantor the liability of each Guarantor under this guarantee is to be joint and several.



SIGNING

Signed by the Minister of Conservation)
pursuant to the Crown Minerals Act 1991)

in the presence of:

NAME: William Paul Hansen

OF:

s.9(2)(a)

DATED: 21/05/13

Signed on behalf of
Buller Coal Limited.

By:

HAMISH JOHN LINDSEY BOHANNAN

Name:

s.9(2)(a)

Signed:....

in the presence of:

Candrell Robert

s.9(2)(a)

s.9(2)(a)

WESTPORT.

Name:

Richard Tacon

s.9(2)(a)

Signed:..

.....(Director)

in the presence of:

s.9(2)(a)

Sam AARONS

Jul 12

s.9(2)(a)

Signed on behalf of
Bathurst Resources Limited guarantor

By:

Name: Craig Munro
s.9(2)(a)

Signed: [REDACTED] (Director)

in the presence of:

s.9(2)(a)
[REDACTED]

5 Lindsay Street, Perth WA

Name: Hamish John Lindsey Behan
s.9(2)(a)

Signed: [REDACTED] (Director)

in the presence of:

[Signature]
s.9(2)(a)
[REDACTED]
s.9(2)(a)
[REDACTED]

WESTPORT

RELEASED UNDER THE OFFICIAL INFORMATION ACT

FIRST SCHEDULE

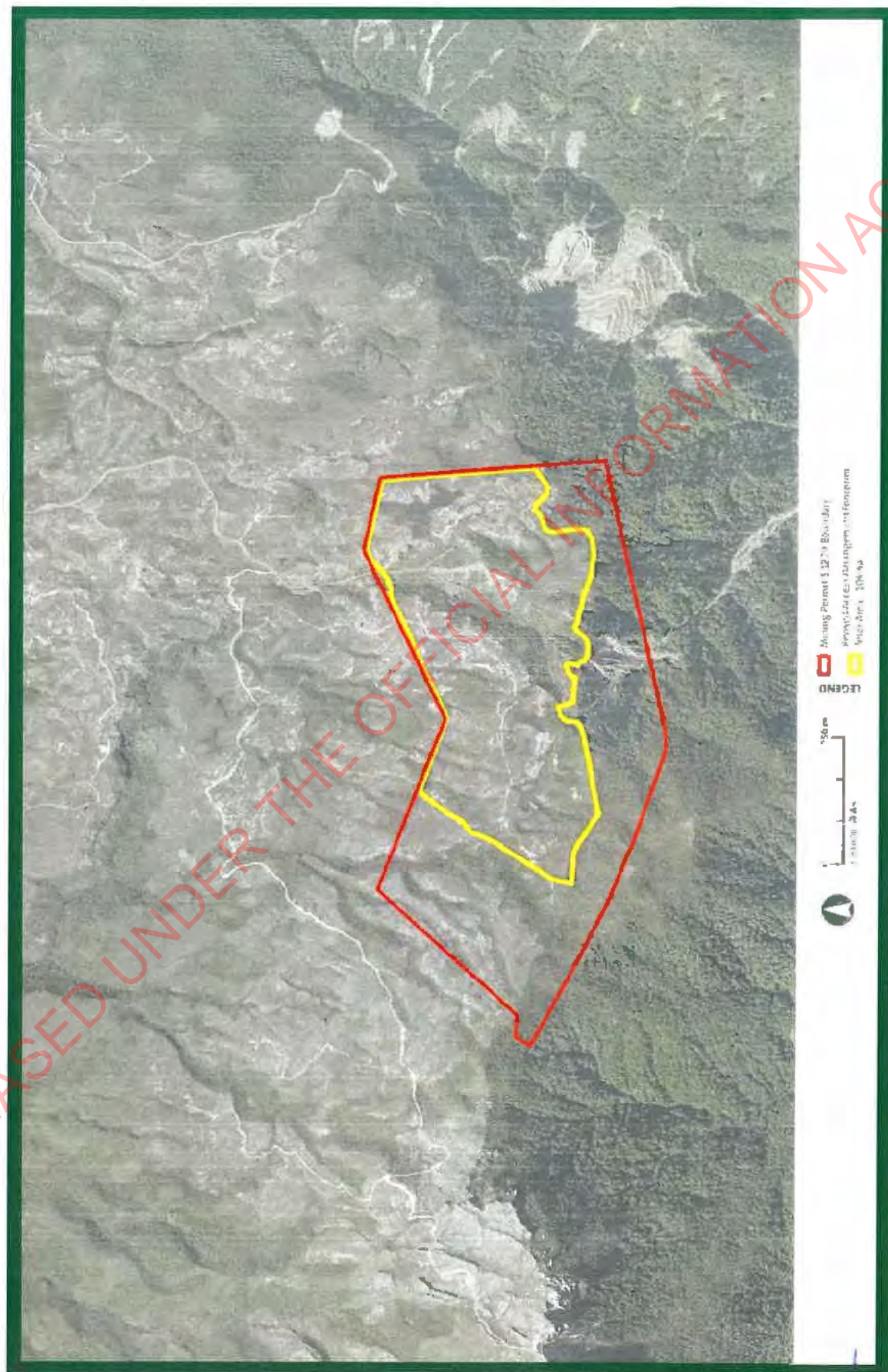
The Permit holder, subject to the conditions contained in this Access Arrangement, shall have access to 106 hectares of public conservation land, referred to in this Access Arrangement as the 'Land' being:

Approximately 106 hectares of deemed stewardship area within Crown Land Block X (under action) Kawatiri Survey District with parcel ID 3661020 and 3610359.

- as indicated on the plan affixed hereto as Plan A.

A handwritten signature in blue ink, consisting of a large, stylized 'K' followed by a vertical line and some smaller, less distinct markings.

PLAN A: Access arrangement area boundary (106 ha)



SECOND SCHEDULE

SPECIAL CONDITIONS:

SAFEGUARDS TO PROTECT CONSERVATION VALUES

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.

OBLIGATION TO MINIMISE HARM TO THE ENVIRONMENT

72. The Permit holder shall implement all mitigation measures to minimise harm to the Land that may result from the construction, operation, or rehabilitation of the Mining and Mining Operations.
73. All activities authorised by this Access Arrangement shall be undertaken in general accordance with the information contained within the application document "Escarpment Mine Access Arrangement- Amendment to the original application" dated March 2013 provided to the Department.

ANNUAL WORK PROGRAMME CONDITIONS

74. The Annual Work Programme must include:
- (a) A description of all Mining and Mining Operations carried out in the previous twelve months, including a contour plan showing the areas of overburden removal, Engineered Land Form and pit floor of the mine.
 - (b) Detailed site plans showing the Mining permit boundary, Access Arrangement boundary (being the boundary of the Land), conservation land boundary and the location of existing and proposed Mining and Mining Operations for the next 12 months.
 - (c) A detailed description of all Mining and Mining Operations proposed for the next twelve months, including an approximate timetable of events.
 - (d) A detailed plan and a recent high definition aerial photograph showing the areas of existing disturbance, areas of rehabilitation and areas of proposed further disturbance.
 - (e) An inventory of current non acid forming (NAF) capping material availability, top soil availability, areas to be rehabilitated, and areas available for vegetation direct transfer (VDT) and an annual estimate (detailed on a quarterly basis) of the soil balance and VDT/planting projected for the following twelve months and how updated results from the soil model affect whole-project rehabilitation including ability to meet rehabilitation targets and closure criteria.
 - (f) A detailed calculation of the amount of the insurances and guarantees, bonds or grants required by Conditions 25, 27, 28 and 31.

- (g) A risk assessment and risk assessment reviews of the Permit holder's Mining and Mining Operations on the Land required by Conditions 7(e), and 9.
- (h) Copies of the Environmental Management Strategy required under the Third Schedule, and the following management plans detailed in the Sixth Schedule:
- (i) Closure and Rehabilitation Plan
 - (ii) Flora and Fauna Management Plan
 - (iii) Landscape and Visual Amenity Management Plan
 - (iv) Noise, Dust and Lighting Management Plan
 - (v) Emergency Response Management Plan
 - (vi) Water Management Plan
 - (vii) Engineered Landform Management Plan
 - (viii) Hazardous Substance Management Plan
 - (ix) Historic Heritage Management Plan

All plans must be updated annually, or when proposed Mining or Mining Operations requires a variation to the plan, or where required by Condition 4 of the Third Schedule of the Access Arrangement, and submitted to the Conservator for approval. The Conservator may vary the limits and requirements specified in any management plan if, in his or her opinion Mining and Mining Operations are having or are likely to have an adverse effect on the Land, and the permit holder will be bound by any such variation.

- (i) Review of the environmental performance of the Mining Operations in accordance with Condition 3 of the Third Schedule.
- (j) An explanation of any departure in the last twelve months from the previous Annual Work Programme.
- (k) A summary of any complaints received and the corrective actions taken.
- (k) A list of hazardous substances/ potentially contaminating materials to be stored or used on the Land including details of maximum volumes and secondary containment.
- (l) Volumes of sludge and waste reject material disposed of in the last 12 months in accordance with special Condition 82.
- (m) A copy of all resource consents held under the Resource Management Act 1991 relating to the mining permit.
- (n) All water quality testing results obtained over the last 12 months in relation to, or as a consequence of, activities on the Land.

- (o) Any other information, plans or statutory documents required by other conditions of this Access Arrangement and any relevant documents required by any resource consent held by the Permit holder relating to the mining permit.

75. The Permit holder will undertake all work in accordance with the approved Annual Work Programme.
76. The Permit holder may, at any time, submit to the Conservator for approval an amended Annual Work Programme.

WORK PROGRAMME APPROVAL

77. The Permit holder notes and agrees that before granting any Authority to Enter and Operate in respect of any Work Programme the Conservator shall be clearly advised and provided with detailed descriptions of the nature of work and its location.
78. If requested by the Conservator the Permit holder must establish in the Work Programme that any proposed Mining Operation is necessary to accomplish the purpose or desired outcome of the Project.
79. Where any party is required to take any steps in relation to a proposed or approved Work Programme they shall endeavour to do so without unreasonable delay.

EXCLUSION CONDITIONS

80. The Permit holder must avoid causing, directly or indirectly, any adverse impact to the Land which is not identified in the Work Programme as being necessary for the Permit holder's Mining Operations, and approved in any Authority to Enter and Operate.
81. The Permit holder must not undertake, allow or cause the following activities or effects on the Land:
- (a) take any dog or domestic animal or stock onto the Land except as expressly provided in this Access Arrangement; or in accordance with any Wildlife Act Authority;
 - (b) discharge or allow the escape of any untreated surface water or ground water into the headwater tributaries of the Whareatea River or Cascade Creek other than in accordance with any current approved Emergency Response or Water Management Plans;
 - (c) disposal of human source sewage;
 - (d) cause down slope mass movements or exacerbate the movement or stability of existing slips;
 - (e) use paint on vegetation or rocks for marking purposes that would not be disturbed during the course of Mining and Mining Operations;
 - (f) take rock, gravels, or vegetation from areas not affected by Mining and Mining Operations;
 - (g) conduct surface drilling other than in accordance with special Condition 82(d); or
 - (h) conduct underground mining.

CONDITIONS REQUIRING SPECIFIC APPROVAL

82. Subject to these special conditions and approval of the current Work Programme the Permit holder may, with the prior written approval of the Conservator:
- (a) use explosives.
 - (b) construct, upgrade or maintain any road on the Land.
 - (c) conduct vegetation cutting, removal and overburden stripping on the Land.
 - (d) conduct drilling operations (including drilling required for blasting) within the Land;
 - (e) dispose of reject material from Mining, or from the coal processing plant on or to the Land;
 - (f) dispose of sludge from Mining or from the coal processing plant water treatment plant, mine influenced water treatment plant, surface water treatment plant and recycle dam, on or to the Land;
 - (g) having regard to any exclusion conditions, the Historic Heritage Management Plan, and any requisite New Zealand Historic Places Trust authorisation destroy surface or underground historical and archaeological sites;
 - (h) erect/place any building, equipment and plant and structures for processing of coal and other material, loading and conveyance of coal and other material, sheds, containers or similar structures on the Land; and
 - (i) conduct onsite processing of coal and other material including the use of any chemicals.

CLOSURE AND REHABILITATION

83. Closure of the mining operations on the Land shall be achieved when the closure criteria, objectives and outcomes detailed in this Access Arrangement (including but not limited to those set out in Schedule 7) and the Closure and Rehabilitation Plan are achieved to the satisfaction of the Conservator.
84. The Permit holder shall undertake rehabilitation progressively and as quickly as practicable following disturbance. All rehabilitation shall be undertaken in accordance with the Closure and Rehabilitation Plan, described in the Third and Sixth Schedules, to achieve the objectives and outcomes described in the Closure and Rehabilitation Plan and the following objectives:
- (a) In the short-term protection of soils and landforms by establishing a native vegetation and exotic grass cover and erosion resistant surfaces that have physical and chemical characteristics that favour growth of sustainable native plant communities and manage runoff and sediment generation.
 - (b) In the medium to long term, establishment of ecosystems as similar as possible in plant and animal species diversity and functioning to undisturbed ecosystems surrounding the Land that enable the constructed landforms to blend into the adjacent landscape and prevent erosion and sediment generation.

- (c) Re-creation of 1.3 km of streams with channel complexity and macro-invertebrate diversity consistent with the undisturbed streams on the Denniston Plateau.
- (d) Development of self-sustaining indigenous ecosystems which meet the closure criteria set out in schedule 7.
- (e) Creation of a geotechnically stable landform, able to withstand anticipated seismic activity
- (f) Capping of all net acid forming material beneath an impermeable layer, such that water discharges from the site will be within the water parameters specified in Schedule 6
- (g) Recreation of hydrological characteristics in soils and subsoils similar to characteristics of the site prior to disturbance by mining and mining operations
85. The Permit holder is not to dump any waste rock or other material on any part of the Land which has not been prepared by stripping all vegetation and organic material and soil from the Land, except where approved by the Conservator for the following reasons:
- (a) where the removal of vegetation or organic material is impractical/unsafe due to the gradient of the land;
- (b) where the Conservator agrees that the terrain is such that undesirable additional disturbance would result from accessing the areas; or
- (c) where the area is to be used for stockpiling vegetation or topsoil.
86. All trees and other flora on the Land at all times remain the property of the Minister and shall be used for the purposes of onsite rehabilitation unless the Conservator 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.
87. The Permit holder shall ensure that no 'side casting' (being the deposit of material onto an area where that material is not permitted to be deposited by deliberate act) is undertaken in the course of Mining and Mining Operations for the term of the access arrangement.

FLORA AND FAUNA MANAGEMENT

88. The Permit holder will prepare, for the Conservator's approval, a Flora and Fauna Management Plan, as detailed in the Third and Sixth Schedules, detailing how the impacts of the Permit holder's activities on flora and fauna on the Land will be managed.
89. The Permit holder shall undertake pest plant and predator control within the Permit boundary for the period of this Access Arrangement to achieve an outcome in accordance with the following objectives:
- (a) eliminate to the extent practicable invasive weed species by preventing flowering or seeding of Gorse, Broom, Himalayan Honeysuckle, Blackberry, Montbretia, Ragwort, and Pampas; and

- (b) reduce the cover of *Juncus squarrosus* so as to avoid any interruption of indigenous revegetation on the Land.
- (c) protect great spotted kiwi, *Powelliphanta Patriciensis* and other indigenous fauna by controlling populations of rodents, mustelids and cats below detectable levels.

The pest plant and predator control programmes shall be detailed in the Flora and Fauna Management Plan.

THREATENED SPECIES

- 90. The Permit holder shall apply for and obtain a Wildlife Act Authority from the Director-General of Conservation to cover any aspect of the Mining or Mining operations that will disturb or kill absolutely protected Wildlife, as defined under the Wildlife Act 1953. The Permit holder will then comply with all requirements of any Wildlife Act Authority granted by the Director-General with regards to the Mining or Mining operations on the Land.
- 91. Subject to any Wildlife Act authorisation which requires otherwise, Where any vegetation disturbance for mining, mining operations or exploration operations is to take place within the great spotted kiwi/roa breeding season (July to January inclusive), the Permit holder will ensure that immediately prior to the disturbance (and no more than 2 weeks prior to disturbance), a search for great spotted kiwi/roa and great spotted kiwi/roa eggs is undertaken of the area to be disturbed. Where kiwi or eggs are found to be within the area of anticipated disturbance the Permit holder shall manage any kiwi or egg in accordance with the relevant Wildlife Act Authority.
- 92. The Permit holder shall ensure that all searches, disturbance, collection or translocation of any great spotted kiwi/roa or great spotted kiwi/roa egg complies with the relevant Wildlife Act Authority authorising the searching, disturbance or handling.
- 93. The Permit holder shall not disturb or kill *Powelliphanta* species at any site on the Land other than in accordance with a specific Wildlife Act Permit.
- 94. The Flora and Fauna Management Plan will describe all mitigation measures relating to threatened species to be undertaken by the Permit holder, and will detail how the Permit holder will ensure it complies with any authority issued under the Wildlife Act. Included within the Flora and Fauna Management Plan will be contingencies for the Permit holder to identify, protect and when necessary in the opinion of the Conservator remove to a place of safety any indigenous flora, or fauna that are classified as being Threatened Species, and which may be affected by the Permit holder's Mining Operations.

VEGETATION CLEARANCE

- 95. The boundary of the Land (being the Access Arrangement area) shall be surveyed and marked to delineate the overall vegetation disturbance area and to prevent any unnecessary disturbance of adjoining vegetation. Survey tracks on the Land within 100 metres of the boundary of the Land, as shown in Plan A of the First Schedule, shall be cut on foot to minimise vegetation disturbance. The Permit holder, its employees, agent or contractors shall not cause any vegetation disturbance outside the Land. Any such disturbance shall be deemed to be a breach of this Access Arrangement.

96. Areas designated for vegetation disturbance within the boundary of the Land shall be surveyed, assessed for vegetation type and availability for vegetation direct transfer, and presence of threatened species and marked prior to any vegetation clearance, to prevent any unnecessary disturbance of vegetation. The Flora and Fauna Management Plan will describe the details as to how this will occur.

WEED CONTROL

97. The Permit holder shall minimise the risk of the introduction of weed species onto the Land. Weed control shall be undertaken to the extent that the re-establishment of indigenous flora on the land is not restricted. Actions to effect this process are to be detailed in the Flora and Fauna Management Plan, and are to include but are not limited to:
- (a) All used earth moving machinery, and other equipment which may be contaminated by weed seeds, being thoroughly steam-cleaned before going on to the Land for the Permit holder's Mining or Mining Operations.
 - (b) Any gravel, sand or other material used in road building or other construction is to be sourced from a weed free source.

98. The Permit holder must actively control weeds on the Land and undertake all pest plant control programmes required in Special Condition 89 to the satisfaction of the Conservator.

LANDSCAPE AND VISUAL AMENITY

99. The Permit holder will prepare for the Conservator's approval, a Landscape and Visual Amenity Management Plan, as described in the Third and Sixth Schedule, detailing how the adverse visual impacts of the Mining, Mining Operations, and associated infrastructure will be addressed and mitigated.
100. The Permit holder must carry out all operations in such a manner as to minimise landscape and visual amenity impacts. The Permit holder is to consult with the Conservator as to colour and design of facilities, infrastructure, and final landforms and services to assist in achieving the objectives of special Condition 99.

EMERGENCY RESPONSE

101. The Permit holder will prepare for the Conservator's approval an Emergency Response Plan as described in the Third and Sixth Schedules to control the following risks:
- (a) fire including a fire prevention and control strategy;
 - (b) flood, including large volume precipitation events;
 - (c) earthquake;
 - (d) slope failure.
102. The Permit holder must demonstrate to the satisfaction of the Conservator the Permit holder's ability to successfully implement the Emergency Response Plan. The Emergency response Plan will be prepared in consultation with the Department.

WATER MANAGEMENT

103. The Permit holder will prepare for the Conservator's approval a Water Management Plan, as described in the Third and Sixth Schedule. This plan must be prepared in consultation with the Department and describe how the Permit holder will manage all water related issues at the site, in accordance with this Access Arrangement.
104. Water management shall be designed to ensure that runoff and sedimentation is minimised, natural drainage patterns are re-established unless otherwise authorised, and that beyond 95th percentile limits specified in Schedule 6, no untreated AMD influenced water is discharged into receiving waterways.
105. The Permit holder shall maintain active water treatment on the Land until water monitoring indicates to the satisfaction of the Conservator, that water discharges are suitable for passive treatment in perpetuity.
106. Subject to special condition 105, the Permit holder shall be responsible for establishing passive treatment of all water discharges on the Land, following completion of the period of active water treatment.

ENGINEERED LAND FORM

107. The Permit holder will prepare for the Conservator's approval, an Engineered Landform Management Plan, as described in the Third and Sixth Schedule. All Engineered Land Forms shall be constructed in accordance with the Permit holder's geotechnical design included in the Access Arrangement application and shown in the concept design in the Fourth Schedule.
108. The Permit holder will ensure that there is no slippage, failure or faulting at or over the edge of the escarpment caused by Mining or Mining operations.
109. A buffer zone of no less than 10m in width, within which no mining or mining operations (including vegetation stripping) is to occur other than mine perimeter drainage with a total combined maximum vegetation clearance of 0.1 ha, will be maintained at all times along the edge of the Escarpment during Mining and Mining Operations, including during the construction and maintenance of the Engineered Land Form. The Conservator may require the width of this buffer zone to be increased.
110. The final Engineered Land Form shall not encroach upon the buffer required in Special Condition 109.
111. Within six months of the granting of the first Authority to Enter and Operate, the Permit holder shall provide a report, to the satisfaction of the Conservator, on acid mine drainage management. This report shall:
 - (a) Calculate and describe probable 'mine closure' water chemistry from the overburden engineered land form based on modelling.
 - (b) Use lysimeter testing to predict medium term management of acid production from the overburden engineered land form.
 - (c) Determine relationships between acid base accounting results and rock types to better establish and optimise overburden handling strategies for Mining and Mining Operations on the Land.

- (d) Investigate overburden engineered land form design and the placement of materials in order to minimise acid generation.
- (e) Demonstrate that there is sufficient material on the Land to encapsulate the overburden engineered land form so that the depth and permeability requirements of clause 12 of Schedule 6 are achieved and that the capping material has an acid based accounting classification of either acid consuming, non-acid forming, or low capacity potentially acid generating
- (f) Demonstrate that there will be sufficient top soil available at all times for progressive rehabilitation purposes so as to achieve all rehabilitation objectives.

NOISE, DUST AND LIGHTING

- 112. The Permit holder will prepare for the Conservator's approval, a noise, dust and lighting management plan, as described in the Third and Sixth schedule, detailing how the adverse effects of noise, dust and lighting produced by the Mining and Mining Operations, and associated infrastructure will be addressed and mitigated.
- 113. The Permit holder must carry out all operations in such a manner as to minimise the noise, dust and lighting impacts. In carrying out operations within the Land, the Permit holder must comply with the limits and requirements specified in the noise, dust and lighting management plan, or this Access Arrangement.

HAZARDOUS SUBSTANCES

- 114. The Permit holder will prepare for the Conservator's approval, a Hazardous Substances Management Plan, as described in the Third and Sixth schedule, detailing how the potential adverse effects of hazardous substances associated with the Permit holders Mining and Mining Operations, will be addressed and mitigated.
- 115. The Permit holder must at all times manage the transport, use or storage of hazardous substances on the Land in such a manner as to minimise the potential adverse effects of those substances. In carrying out operations within the Land, the Permit holder must comply with the requirements specified in the Hazardous Substances Management Plan, or this Access Arrangement.

HISTORIC HERITAGE MANAGEMENT PLAN

- 116. The Permit holder will prepare for the Conservator's approval, a Historic Heritage Management Plan, as described in the Third and Sixth schedule, detailing how the adverse effects of the Permit holders mining and mining operations on the historic heritage of the Denniston Plateau will be addressed and mitigated.
- 117. The Permit holder will record all historic and archaeological sites that will be destroyed during mining operations to provide the best possible record of these sites and their relative meaning to the Denniston historic landscape.

HISTORIC SITES UNDER THE HISTORIC PLACES ACT 1993

- 118. Upon the discovery of any historical or archaeological object or artefact defined under the Historic Places Act (1993) not authorised for destruction, damage or modification by the New Zealand Historic Places Trust, the Permit holder shall immediately cease Mining or Mining Operations at the location of the discovery and protect from damage

any such object or artefact, and shall forthwith notify the Conservator. Conditions protecting the historical or archaeological object or artefact, shall be defined by the Conservator and/or the New Zealand Historic Places Trust, and must be adhered to by the Permit holder.

119. The Permit holder will be required to record the location and details of any historic site and object/artefact found on the Land defined under the Historic Places Act (1993). 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.

HISTORIC AND ARCHEOLOGICAL SITES POST 1900

120. The Permit holder must prepare and implement within the Historic Heritage Management Plan an accidental discovery protocol procedure for any historic and/or archaeological site and object/artefact found on the Land to the satisfaction of the Conservator.
121. The Permit holder must record the location and details of any historic and/or archaeological site and object/artefact found on the Land.
122. The Permit holder must retrieve and safely store any object/artefact found on the Land until permission has been obtained from the Department for its disposal.
123. The Permit holder must provide such interpretative and descriptive material as meets the needs of visitors and the wider public interest. The details of this interpretive and descriptive material will be specified in the Historic Heritage Management Plan.

OTHER INFORMATION REQUIRED

124. (a) The Permit holder must provide, where requested by the Conservator, certification:
- (i) as to the adequacy of design of any engineering operation to meet the conditions of this Access Arrangement and any approved plans under it;
 - (ii) that the execution of any engineering element of the operation is in accordance with the design.
- (b) Such certification must be by an appropriately qualified engineer acceptable to the Conservator who is a member of the Institute of Professional Engineers of New Zealand.
- (c) The Permit holder must comply fully with the requirements of the Building Act 1991, and is to provide copies of all building consents, code compliance certificates, producer statements and other documents required, prepared, produced or issued under that Act to the Conservator. Without limitation to Conditions 19 – 24 in the main body of this Access Arrangement, the Permit holder indemnifies the Minister fully in respect of any costs or liabilities that the Minister or the Department may incur or suffer as a consequence of non-compliance with this special condition. The indemnity is to continue after the expiry of, or other determination of this Access Arrangement, or any variation to it, in respect of those acts or omissions occurring or arising before the expiry or determination of it, or any variation of it.

- (d) The Permit holder shall ensure that all demolition work is carried out in accordance with the requirements of the Building Act and Regulations 2004.

CULTURAL SITES

125. The Permit holder will be required to record the location and details of any cultural site and/or object/artefact found on the Land including Koiwi Tangata (human bones) or Taonga (artefacts/middens). On finding such site or object/artefact the Permit holder will cease work immediately at the location of the find and contact the Department and Te Rūnanga o Ngāti Waewae Chairperson, Ph. 0508 786 2642, email: s.9(2)(a)

POUNAMU

126. 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.
127. 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 the Land during the course of operations the Permit holder is required to immediately notify the Conservator and the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, Ph. 0800 Kai Tahu (0800 524 8248) and Te Rūnanga o Ngāti Waewae Chairperson, Ph. s.9(2)(a) email: s.9(2)(a)

TRACKS

128. Where damage or destruction occurs to tracks or facilities as a result of the exercise of this Access Arrangement the Permit holder must on completion of mining reinstate or provide alternative tracks or facilities for use by the public for recreation as directed by the Conservator.

REMOVAL OF MATERIAL

129. At the completion of the Mining and Mining Operations the Permit holder will remove from the site all materials including rubbish, associated with the Mining Operation, unless the Conservator has given prior written approval for the item(s) to remain.

THIRD SCHEDULE

ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING

ENVIRONMENTAL MANAGEMENT STRATEGY

1. The Permit holder shall prepare for the Approval of the Conservator, and implement to the satisfaction of the Conservator an Environmental Management Strategy. The strategy must:
 - (a) be submitted to the Conservator for approval prior to commencement of Mining and Mining Operations;
 - (b) provide the strategic framework for environmental management;
 - (c) identify the statutory approvals that apply;
 - (d) describe the role, responsibility, authority and accountability of all key personnel involved in the environmental management of Mining and Mining Operations;
 - (e) describe the procedures that will be implemented to:
 - (i) keep the local community and the Department informed about the operation and environmental performance of Mining and Mining Operations;
 - (ii) receive, handle, respond to, and record complaints;
 - (iii) resolve any disputes that may arise during the course of Mining and Mining Operations;
 - (iv) respond to any non-compliance;
 - (v) respond to emergencies; and
 - (f) include:
 - (i) copies of any plans required to be prepared under the conditions of this Access Arrangement; and
 - (ii) a clear plan depicting all monitoring to be carried out.

MANAGEMENT PLAN REQUIREMENTS

2. The Permit holder shall ensure that all management plans required to be prepared under this Access Arrangement include:
 - (a) baseline data as reasonably required to assess or benchmark the existing position and any change;

- (b) a description of:
- (i) the relevant Access Arrangement requirements;
 - (ii) any relevant limits or performance measures/criteria;
 - (iii) the specific performance indicators that are proposed to be used to judge the performance of, or guide the implementation of, Mining and Mining Operations or any management measures;
- (c) a description of the measures that will be implemented to comply with the relevant Access Arrangement requirements and limits;
- (d) a programme to monitor and report on the:
- (i) impacts and environmental performance of the Mining and Mining Operations;
 - (ii) effectiveness of any management measures referred to in the Third Schedule Condition 2(c);
- (e) a contingency plan to manage any unpredicted impacts and their consequences;
- (f) a programme to investigate and implement ways to improve the environmental performance of Mining and Mining Operations over time;
- (g) a protocol for managing and reporting any:
- (i) incidents;
 - (ii) complaints;
 - (iii) non-compliances with the conditions of this Access Arrangement.

ANNUAL REVIEW

3. Twelve months after the granting of the first Authority to Enter and Operate, and annually thereafter, the Permit holder shall review and report on the environmental performance of the Mining and Mining Operations to the satisfaction of the Conservator. This review must:

- (a) describe the works (including any rehabilitation) that were carried out in the past year, and the works that are proposed to be carried out over the next year;
- (b) include a comprehensive review of the monitoring results and complaints records over the past year, which includes a comparison of these results against the:
 - (i) limits or conditions of the Access Arrangement and Resource Consents relating to the mining permit;
 - (ii) monitoring results of previous years; and

- (c) a description and analysis including any root cause of any incidents that have arisen within the last 12 months; the steps taken to mitigate or remedy any material harm; and actions to prevent a reoccurrence of events which caused material harm.
- (d) identify any trends in the monitoring data of the Access Arrangement and resource consents relating to the mining permit over the life of the Mining Operations;
- (e) identify any discrepancies between the predicted and actual impacts of the Mining and Mining Operations, and analyse the potential cause of any significant discrepancies; and
- (f) describe what measures will be implemented over the next year to improve the environmental performance of the Mining and Mining Operations.

REVISION OF STRATEGIES, PLANS, AND PROGRAMMES

4. Within 3 months of:

- (a) the submission of an annual review under Condition 3 above;
- (b) the submission of an incident report under Condition 6 below;
- (c) the submission of an audit report under Condition 8 below; and
- (d) any variation or modification to the conditions of this Access Arrangement,

the Permit holder shall review, and if necessary revise, all strategies, plans and sub-plans required under this Access Arrangement to the satisfaction of the Conservator.

INCIDENT REPORTING

- 5. The Permit holder shall notify the Conservator of any incident affecting the Land or the natural resources on the Land associated with the Mining and Mining Operations and not authorised under this Access Arrangement or any Work Programme as soon as practicable after the Permit holder becomes aware of the incident.
- 6. Within 7 days of becoming aware of the incident, the Permit holder shall provide the Conservator with a detailed report on the incident and within 6 weeks of the incident provide the Conservator a report on the corrective actions taken to prevent the incident from occurring in the future.

REPORTING

- 7. The Permit holder shall notify the Department immediately if monitoring indicates non-compliance with limits or requirements of the Access Arrangement or any Management Plan or limits defined in resource consents held by the Permit holder for the Permit.
- 8. The Permit holder shall provide the Conservator a report every six months that must include:
 - (a) summary of any complaints or incidents;


- (b) summary of water take and discharge volumes in relation to limits set in resource consents, and where appropriate in relation to the conditions imposed in the Access Arrangement, relating to the mining permit;
- (c) summary of water chemistry data of discharges in relation to limits set in resource consents, and where appropriate in relation to the conditions imposed in the Access Arrangement, relating to the mining permit and an interpretation of effects on the receiving environments;
- (d) summary of water quality data in the Whareatea River directly above the confluence of the Whareatea River and Conglomerate Stream;
- (e) a review of any operational, water treatment, acid mine drainage, or geotechnical issues;
- (f) results of acid base accounting testing or other related acid mine drainage testing and a summary of the management of acid mine drainage;
- (g) performance and progress of rehabilitation including detailed topsoil and NAF budget, and VDT/VIT programme;
- (h) performance of pest and predator control programme; and
- (i) performance of the pest plant control programme.

INDEPENDENT ENVIRONMENTAL AUDIT

9. Eighteen months after the granting of the first Authority to Enter and Operate, and every two years thereafter, unless the Conservator directs otherwise, the Permit holder will commission and pay the full cost of an Independent Environmental Audit of the Mining and Mining Operations. This audit must:
- (a) be conducted by a suitably qualified, experienced and independent team of experts whose appointment has been endorsed by the Conservator;
- (b) include consultation with the Department;
- (c) assess the environmental performance of the Mining and Mining Operations and whether it is complying with the Access Arrangement and resource consent conditions;
- (d) review the adequacy of any approved strategies, plans or programmes required under the Access Arrangement; and, if appropriate
- (e) recommend measures or actions to improve the environmental performance of the Mining and Mining Operations, and/or plan required under the Access Arrangement.
10. Within eight weeks of the completion of this audit, or as otherwise agreed by the Conservator, the Permit holder shall submit a copy of the audit report to the Conservator, together with its response to any recommendations contained in the audit report.

11. The Conservator may have regard to, but shall not be bound by, the audit report and or response to recommendations, in considering any matters under this Access Arrangement.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Handwritten signature and initials in blue ink. The signature appears to be 'P. H. A.' with a large flourish. Below it are the initials 'H.R.' and 'A.'.

FOURTH SCHEDULE

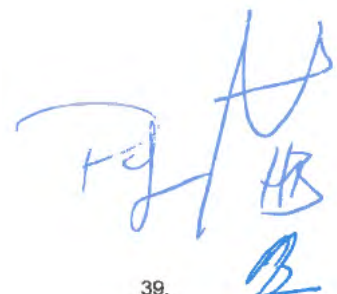
LIST OF MINING ELEMENTS AND MINE PLAN

The key mine elements (including all key infrastructure and constructed land forms) are:

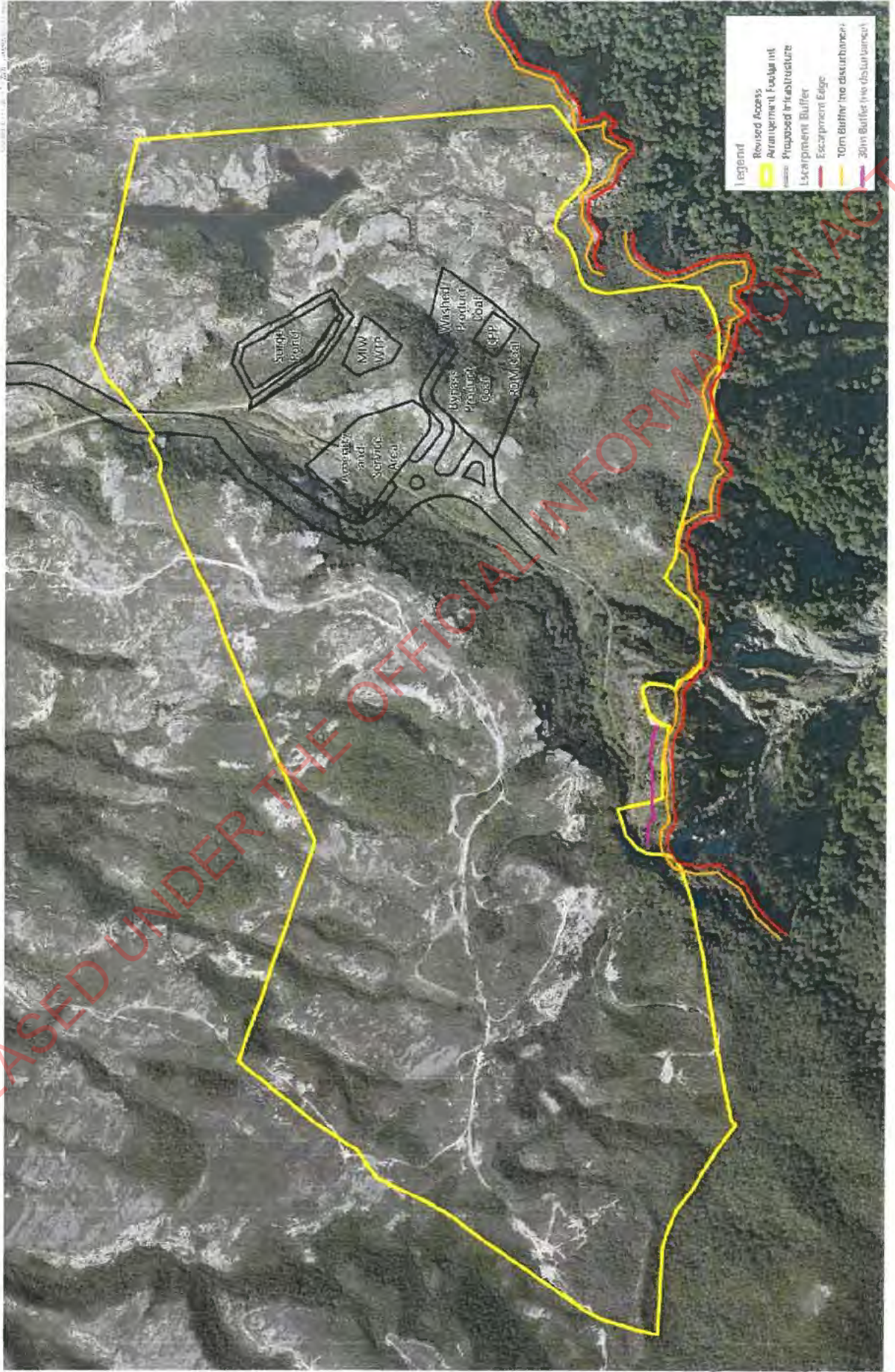
- (a) Open cast pit or pits
- (b) Coal haul roads
- (c) MIW WTP (Mine influenced water Water Treatment Plant)
- (d) Surge pond
- (e) Flood channel
- (f) Infrastructure area, including:
 - (i) Workshop
 - (ii) Wash pad
 - (iii) Fuel farm
 - (iv) Site offices
 - (v) Tyre fitting area
 - (vi) Seed/plant storage shed
- (g) ROM Pad/crusher
- (h) Haul road
- (i) Overburden Engineered Landform, including Low Permeability Layer and sludge cells
- (j) Topsoil stockpile
- (k) Coal processing plant
- (l) building, equipment and plant and structures for processing , loading and conveyance of material

Maximum disturbance area shall be 106 hectares.

The key mine elements are shown in Plan B below:

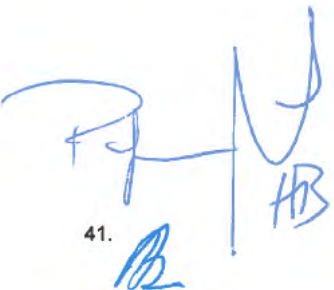
Handwritten signature and initials in blue ink, likely representing the approval of the plan.

Plan B: Location of key mine infrastructure



FIFTH SCHEDULE
COMPENSATION DEED

RELEASED UNDER THE OFFICIAL INFORMATION ACT

41.  HB

SIXTH SCHEDULE

MANAGEMENT PLANS

1. The permit holder will supply the Department with up to date copies of the management plans described in this schedule as part of the process of seeking the Conservator's approval of the Annual Work Programme.
2. Following the approval of the first Annual Work Programme the permit holder shall submit revised and up to date copies of all management plans described in this schedule to the Department at least two months prior to the expiry of that Annual Work Programme, where the Permit holder is seeking approval of a new Annual Work Programme.
3. Any breach of or failure to comply with the provisions of an approved management plan or the Environmental Management Strategy shall be deemed to be a breach of this Access Arrangement.
4. The management plans required under this Access Arrangement may sit within the Permit holder's overarching Environmental Management Strategy.
5. The management plans required under this Access Arrangement are:
 - Closure and Rehabilitation Plan
 - Flora and Fauna Management Plan
 - Landscape and Visual Amenity Management Plan
 - Noise, Dust and Lighting Management Plan
 - Emergency Response Management Plan
 - Water Management Plan
 - Engineered Landform Management Plan
 - Hazardous Substances Management Plan
 - Historic Heritage Management Plan

6. **Closure and Rehabilitation Management Plan**

This plan must:

- (a) be prepared in consultation with the Department,
- (b) integrate with other management plans required under this Access Arrangement;
- (c) address all aspects of rehabilitation and mine closure, including rehabilitation objectives, and closure criteria required to be met by this Access Arrangement, or additional closure criteria proposed by the Permit

holder or required by the Conservator, rehabilitation monitoring, so that the end use of the land is consistent with;

- (i) In the short term, creation of stable land forms by establishment of exotic grasses and native vegetation cover and erosion resistant surfaces which have physical and chemical characteristics that favour growth of sustainable native plant communities and manage run off and sedimentation generation;
 - (ii) In the medium to long term, establishment of ecosystems similar in plant and animal species diversity and functioning to undisturbed ecosystems surrounding the Land that enable the constructed landforms to blend into the adjacent landscape and prevent erosion and sedimentation generation;
 - (iii) Re-creation of streams with similar channel complexity and macro-invertebrate diversity to the undisturbed streams on the Denniston plateau;
 - (iv) Development of self sustaining indigenous ecosystems which meet the closure criteria set out in Schedule 7.
- (d) Include measures to ensure consistency with all rehabilitation design parameters described in the "Escarpment Mine Access Arrangement-Amendment to the original application" dated March 2013 provided to the Department.
 - (e) include an environmental risk assessment (to be updated biennially) to demonstrate that the emplacements can be designed, managed and rehabilitated appropriately;
 - (f) detail the rehabilitation sequence for the Mining and Mining Operations in annual increments, with specific detail on areas to be prepared for rehabilitation, and specific detail on the areas from where the rehabilitation material will be sourced;
 - (g) include storage locations for, and volumes of, topsoil and woody material to be used for rehabilitation and areas to be used for vegetation direct and indirect transfer, with a detailed topsoil budget and VDT/MIT programme;
 - (h) address water management steps required at mine closure including the dis-establishment of diversion drains, culverts and structures that will not remain after mine closure;
 - (i) detail procedures, anticipated duration, and proposed management regimes (including resource consenting, concession or access arrangement authorisations required at or post closure);
 - (j) determine the passive treatment system design and area required for construction, operation and on-going maintenance when sufficient water quality information is available from the waste overburden engineered land form; and

- (k) specify how the closure criteria specified in Schedule 7 are to be met by the Permit holder prior to closure of the site, and the anticipated time frame for meeting them.

7. Flora and Fauna Management Plan

This plan must:

- (a) be prepared in consultation with the Department,
- (b) integrate with other management plans required under this Access Arrangement;
- (c) address all aspects of flora and fauna (including invertebrate) management prior to, during and post life of mine, including specific performance standards required to be met by this Access Arrangement, or additional specific performance standards proposed by the Permit holder or required by the Conservator;
- (d) detail how the following specific requirements for flora and fauna management shall be met by the Permit holder.

The specific matters required to be included in the flora and fauna management plan include the following;

- (e) A detailed pest and predator control programme as described in condition 88 and 89 of Schedule 2
- (f) A detailed contingency plan to identify, protect and when necessary in the opinion of the Conservator remove to a place of safety, any indigenous flora or fauna that are classified as being threatened species, and which may be affected by the Permit holder's mining or mining operations.
- (g) Measures to be taken by the Permit holder to ensure the maximum possible amount (and in any event no less than 56 ha) of Vegetation Direct Transfer of indigenous vegetation from within the Land to the engineered landform.
- (h) Measures to be taken to maximise the opportunities of achieving the population characteristics and outcomes described in Table 1a for species of significance

Table 1a: Species of Significance Management Objectives

Species	Objectives – Population Outcomes and Characteristics
<i>Sticherus tener</i>	Plants are established and survive at a minimum of 2 ecologically appropriate locations on the Denniston Plateau.
<i>Mitrasacme montana</i> var. <i>helmsii</i> and <i>S. ureolatus</i>	If present within the Land, new populations are established and survive in at least the same number of ecologically appropriate locations.
<i>Euphrasia wettsteiniana</i>	Plants are established and survive at a minimum of 7 ecologically appropriate locations preferably within the

Species	Objectives – Population Outcomes and Characteristics
	Land.
<i>Peraxilla tetrapetala</i>	If present within the Land, new populations are established and survive at a minimum of 3 ecologically appropriate locations.
<i>Chionochloa juncea</i>	Refer to Table 1, pakihi.
<i>Dracophyllum densus</i>	Refer to Table 1, boulderfield.
<i>Euchiton paludosus</i>	If present within the Land, new populations are established and survive in at least the same number of ecologically appropriate locations.
<i>Pseudowintera traversii</i>	New populations are established and survive in at least the same number of ecologically appropriate locations within the Land.
<i>Actinotus novae zelandiae</i> , <i>Celmisia similis</i>	Refer to Table 1, boulderfield.
<i>Brachyglottis bellidioides</i> var. <i>crassa</i>	Refer to Table 1, pakihi and boulderfield.
Other wetland taxa: <i>Astelia subulata</i> , <i>Zotovia thomsonii</i>	Plants are established and survive in at least the same number of ecologically appropriate locations within the EMP.
<i>Celmisia dubia</i>	Refer to Table 1, pakihi.
<i>Forstera mackayi</i>	If present within the Land, new populations are established and survive in at least the same number of ecologically appropriate locations within the Land.
Other woody taxa: <i>Libocedrus bidwillii</i> , <i>Halocarpus bidwillii</i> , <i>Metrosideros parkinsonii</i>	New populations are established and survive in at least the same number of ecologically appropriate locations within the Land.

(i) Note: These species of significance have been identified using the Conservation Status in 2009: Conservation status of New Zealand indigenous vascular plants, 2012 as proposed by de Lange et al. (unpublished manuscript), or have a distinctive distribution.

(ii) Methodology for conducting baseline survey of flora and fauna present on the Land for the purposes of determining and monitoring closure criteria set out in Schedule 7.

8. Landscape and Visual Amenity Management Plan

This plan must:

- be prepared in consultation with the Department;
- integrate with other management plans required under this Access Arrangement;
- address all aspects of landscape and visual amenity management prior to, during and post life of mine, including specific performance standards

required to be met by this Access Arrangement, or additional specific standards proposed by the Permit holder or required by the Conservator;

- (d) detail how the following specific requirements for landscape and visual amenity management shall be met by the Permit holder.

The matters required to be included in the Landscape and Visual Amenity management plan include the following;

- (e) The provision of photopoints prior to, during and following mining and mining operations for the purposes of monitoring changes in landform
- (f) The provision of LIDAR or other technology to monitor changes in landform
- (g) Construction and engineering designs to ensure all constructed landforms blend, to the greatest extent practicable, with the adjacent landscape outside the Access Arrangement area and are contoured to conform to the surrounding topography and provides contemporary aesthetic values.
- (h) Colours for all constructed buildings which shall be selected so as to be compatible with the existing environment
- (i) Use of buffers, screenings and bunds or vegetation cover to achieve mitigation of landscape and visual impacts during the course of mining and mining operations, and following completion of same.

9. Noise, Dust and Lighting Management Plan

This plan must:

- (a) be prepared in consultation with the Department;
- (b) integrate with other management plans required under this Access Arrangement;
- (c) address all aspects of noise dust and lighting management prior to, during and post life of mine, including specific standards required to be met by this Access Arrangement, or additional specific performance standards proposed by the Permit holder or required by the Conservator;
- (d) detail how the following specific requirements for noise, dust and lighting shall be met by the Permit holder.

The matters required to be included in the noise, dust and lighting management plan include the following;

- (e) maximum noise level measured at the boundary of the Land
- (f) means to suppress dust, and manage impacts of dust in areas of public conservation land adjoining the Land
- (g) maximum light spill requirements at the boundary of the Land, and use of shielding, down lighting or other means to direct lighting into the mine site, and minimise light spill

10. Emergency Response Plan

This plan must:

- (a) be prepared in consultation with the Department;
- (b) integrate with other management plans required under this Access Arrangement;
- (c) address all aspects of emergency response prior to, during and post life of mine, including specific performance standards required to be met by this Access Arrangement, or additional specific performance standards proposed by the Permit holder or required by the Conservator;
- (d) detail how the following specific requirements for emergency response shall be met by the Permit holder.

The matters required to be included in the emergency response management plan include the following;

- (e) How the Permit holder will ensure that no fire is caused by mining or mining operations on the Land and that any fire that does occur is promptly and effectively extinguished and brought under control
- (f) Provision of fire safety and fire fighting equipment to be kept on the Land
- (g) Maintenance of health and safety of all persons on the Land during, or as a result of any emergency
- (h) Protection of the environment during any heavy rainfall event, including management of flood flows (being an event that exceeds the capacity of the water management facilities) and identification of receiving catchments
- (i) Measures to ensure that slope failure or other consequences of seismic or heavy rainfall events are managed so as to minimise environmental damage
- (j) Measures to ensure the integrity of the escarpment is maintained, and that the site is not subject to landslide, subsidence, slumping or other structural failure as a consequence of the permit holders mining or mining operations.

11. Water Management Plan.

This plan must:

- (a) be prepared in consultation with the Department;
- (b) integrate with other management plans required under this Access Arrangement;
- (c) address all aspects of water management prior to, during and post life of mine, including specific performance standards required to be met by this Access Arrangement, or additional specific performance standards proposed by the Permit holder or required by the Conservator;

In particular, the Water Management Plan will include;

- (d) Details of surface, groundwater, stream water and mine water monitoring prior to (baseline), during and following mining and mining operations
- (e) A Site Water Balance, which must include details of water management on and off site.
- (f) A Water Treatment Subplan which must include detail on how the Water Treatment Plant will be used within the context of the mine operations, including detail of Plant capacity against anticipated demand and capability to meet specified thresholds.
- (g) A Stream Diversion Subplan, which must include:
 - (i) the detailed design specifications for the stream relocations/rehabilitation;
 - (ii) a construction programme for the stream relocations/rehabilitation, describing how the work would be staged, and integrated with Mining Operations to reconstruct at least 1.3 km of streams within the land following mining;
 - (iii) water quality, ecological, hydrological and geomorphical performance and completion criteria for the stream relocations/ rehabilitation; and
 - (iv) a programme to monitor and maintain the water quality, ecological, hydrological and geomorphic integrity of the stream relocations/rehabilitation.
- (h) An Erosion and Sediment Control Sub plan, which must:
 - (i) identify activities that could cause soil erosion or generate sediment;
 - (ii) describe and show how each work site will be controlled to ensure transport of sediment to downstream waters is maintained within prescribed limits specified within this Access Arrangement, or in an approved work plan.;
 - (iii) describe the location, function, and capacity of all erosion and sediment control structures with an operating life of more than 6 months; and
 - (iv) describe what measures will be implemented to maintain each structure with an operating life of more than 6 months, over time;
- (i) A Surface Water Quality Management Subplan, which must include:
 - (i) surface water and stream health impact assessment criteria including trigger levels for investigating any potentially adverse surface water impacts; and
 - (ii) a programme to monitor and assess surface water quality, stream health, and channel stability.

- (iii) a programme to monitor and assess groundwater inflows and quality to Mining Operations, and details of how the Permit holder will ensure soil and groundwater hydrology are appropriately managed.
- (j) The Water Management Plan will detail how the Permit holder will comply with the following specific performance standards, being 95th percentile limits to be measured in the Whareatea River directly above the confluence of the Whareatea River and Conglomerate Stream (WM2 Monitoring site), based on weekly total suspended solids and metal sampling and continuous monitoring of Ph.

Receiving Waters Compliance Limits at monitoring Site W-M2

	Compliance Limits	
pH	Shall not fall outside a range of 4.5 – 6.5	
	Median concentrations, g/m³ unless stated	
Total suspended solids	15	
Turbidity	15 NTU	
Iron + manganese	1.1	
Arsenic	0.024	
Aluminium	0.5	
Median pH	pH >5.5	pH <5.5
Cadmium	0.0003	0.0012
Chromium	0.05	0.20
Cobalt	0.044	0.18
Copper	0.002	0.0013
Lead	0.0065	0.026
Nickel	0.017	0.068
Zinc	0.012	0.054
	95th percentile concentrations, g/m³ unless stated	
Total suspended solids	30	
Turbidity	30 NTU	
Iron + manganese	2.2	
Aluminium	1.0	
Arsenic	0.34	
Median pH	pH >5.5	pH <5.5

Cadmium	0.0011	0.004
Chromium	1.0	4.0
Cobalt	0.17	0.63
Copper	0.007	0.004
Lead	0.03	0.14
Nickel	0.26	1.0
Zinc	0.067	0.29
Notes: 1. All compliance limits are based on dissolved metal concentrations; 2. Limits for cadmium, copper, chromium, lead, nickel and zinc are based on median water hardness of 50gCaCO3/m3; 3. pH dependent limits based on biotic ligand model (BLM) predictions; 4. Chromium limit is based on CrIII and uses U.S. EPA criteria values		

- (k) The Permit holder will provide reports within one year and four years of the first Authority to Enter and Operate being granted recommending changes to the limits specified above. These reports shall be based on whole effluent toxicity testing and other ecotoxicity methodologies.
- (l) The Conservator may vary the limits specified above if, in his or her opinion those discharges from the Land are having an adverse effect.
- (m) Prior to any discharge from the Land occurring, the Permit holder shall commission a report from a specialist freshwater macroinvertebrate biologist acceptable to the Conservator. The report shall provide baseline data from which any adverse effects on macroinvertebrate communities in receiving waters can be measured.
- (n) The Permit holder will report annually on benthic macroinvertebrates and the effects of discharges from Mining and Mining Operations on the Whareatea River. 'Surber' sampling shall be used for quantitative analysis of the benthic macroinvertebrates in accordance with the Permit holder's resource consents

12. Engineered Landform Management Plan

This plan must:

- (a) be prepared in consultation with the Department,;
- (b) integrate with other management plans required under this Access Arrangement;
- (c) address all aspects of ELF planning, design, construction and management prior to, during and post life of mine, including specific performance standards required to be met by this Access Arrangement, and any additional specific performance standards proposed by the Permit

holder and approved by the Conservator or otherwise required by the Conservator;

- (d) detail how the following specific requirements for engineered land form shall be met by the Permit holder.

The matters required to be included in the engineered landform management plan include the following;

- (e) construction of a geotechnically stable ELF, able to withstand anticipated seismic events to within a 1:150 year return period event and including a Low Permeability Layer (LPL) constructed to provide a high level of confidence in the expectation that the engineered land form will be able to meet all long term or permanent groundwater and surface quality requirements.

- (f) The ELF low permeability layer (LPL) designed beneath areas of the cap sloping at less than 1v:5h shall:

- i. be composed of a material, or composite of materials, of adequate composition and thickness (as defined during ELF trials to be undertaken early in the mine life) to achieve both the geotechnical objectives (minimising ingress of water and oxygen) and vegetation objectives (as specified in the Engineered Landform Management Plan);
- ii. Have a maximum hydraulic conductivity of 1×10^{-8} m/s, or a hydraulic conductivity demonstrated through ELF trials to achieve both the geochemical objectives (minimising ingress of water and oxygen) and vegetation objectives (as specified in the Engineered Landform Management Plan);
- iii. Be capable of meeting criteria 12(g) i. and ii. when an allowance for differential settlement of the underlying ELF is taken into account;
- iv. Be covered by a protective waste rock layer with a minimum thickness of 1 m, or a thickness which is most effective at achieving the revegetation objectives specified in the Engineered Landform Management Plan or Closure and Rehabilitation Plan as demonstrated through ELF trials and through monitoring during the mine life;

- (g) The ELF LPL to be installed beneath areas of the cap with a slope at or exceeding 1v:5h shall:

- i. be composed of a material, or composite of materials, of adequate composition and thickness (as defined during ELF trials to be undertaken early in the mine life) to achieve both the geochemical objectives (minimising ingress of water and oxygen) and vegetation objectives (as specified in the Engineered Landform Management Plan or Closure and Rehabilitation Plan);
- ii. Have a maximum hydraulic conductivity of 1×10^{-7} m/s, or a hydraulic conductivity demonstrated through ELF trials and through monitoring during the mine life to achieve both the geochemical objectives

(minimising ingress of water and oxygen) and vegetation objectives (as specified in the Engineered Landform Management Plan or Closure and Rehabilitation Plan);

- iii. Be capable of meeting criteria 12(h) i and ii when an allowance for differential settlement of the underlying ELF is taken into account;
 - iv. Be covered by a protective waste rock layer with a minimum thickness of 5 m, measured vertically; or a thickness which is most effective at achieving the revegetation objectives specified in the Engineered Landform Management Plan or Closure and Management Plan as demonstrated through ELF trials and through monitoring during the mine life.
- (h) The ELF LPL to be installed beneath the inverts of planned streams shall:
- i. Have a minimum thickness of 1 m;
 - ii. Have a maximum hydraulic conductivity of 1×10^{-8} m/s;
 - iii. Be capable of meeting criteria 12(i) i. and ii. when an allowance for differential settlement of the underlying ELF is taken into account;
 - iv. Be covered by a protective waste rock layer with a minimum thickness of 5 m, measured vertically;
- (i) The Permit holder may vary the final design of the ELF capping layers provided:
- i. The downward seepage through the cap would be less than or equivalent to the seepage through the appropriate cap design set out in 12(g), (h) or (i); and
 - ii. Prior approval has been obtained from the Conservator;
- (j) A Maximum slope of 1 in 5, unless otherwise approved by the Conservator,
- (k) Recreation of armoured stream courses totalling no less than 1.3km, dispersed in a pattern consistent with pre mining stream courses,
- (l) A buffer of no less than 10 meters width along the escarpment, within which the ELF is not to extend,
- (m) A high degree of likelihood that the engineered land form will be able to meet all long term or permanent groundwater and surface water quality requirements
- (n) A suitable base medium for a diverse range of indigenous vegetation communities representative of original indigenous cover present on the Land prior to commencement of mining and mining operations
- (o) Maintenance as close as possible of hydrological characteristics to those on the land prior to mining operations.

13. Hazardous Substances Management Plan

This plan must:

- (a) be prepared in consultation with the Department,;
- (b) integrate with other management plans required under this Access Arrangement;
- (c) address all aspects of hazardous substances management prior to, during and post life of mine, including specific performance standards required to be met by this Access Arrangement, or additional specific performance standards proposed by the Permit holder or required by the Conservator;
- (d) detail how the following specific performance requirements for hazardous substance management shall be met by the Permit holder.

The matters required to be included in the hazardous substances management plan include the following;

- (e) compliance with all requirements of the Hazardous Substances and New Organisms Act, and any other relevant statutory or regulatory requirements relating to the transport, use or storage of hazardous substances
- (f) Minimise the potential threat that hazardous substances stored or used on the Land may pose to the environment
- (g) Include contingencies for managing any emergency which may arise as a consequence of the presence of hazardous substances on the Land.

14. Historic Heritage Management Plan

This plan must:

- (a) be prepared in consultation with the Department,
- (b) integrate with other management plans required under this Access Arrangement;
- (c) address all aspects of historic heritage management prior to, during and post life of mine, including specific performance standards required to be met by this Access Arrangement, or additional specific performance standards proposed by the Permit holder or required by the Conservator;
- (d) detail how the following specific requirements for historic heritage management shall be met by the Permit holder.

The matters required to be included in the emergency response management plan include the following;

- (e) Compliance with the Historic Places Act, any relevant regulations, and any relevant authorisations issued under that Act in respect of the

management of historic or archaeological objects, artefacts or sites located or found on the land

- (f) Protocols for managing the accidental or incidental discovery of historic or archaeological artefacts, objects or sites in accordance with statutory requirements, and this Access Arrangement
- (g) Methodology for recording all historic or archaeological artefacts, objects or sites prior to disturbance by mining and mining operations, including requirements for vegetation clearance around historic features prior to earthworks commencing in the immediate vicinity, mapping and survey of historic features, 3D laser scan and archaeological work for the two existing coal bins at Escarpment Mine, and the relocation of two remaining mine buildings for use for visitor interpretation purposes.
- (h) Details of interpretation and education packages, including interpretation panels, which will encourage an understanding and appreciation of the human history of the Land, within its context on Denniston Plateau.

SCHEDULE 7

MINE SITE CLOSURE CRITERIA

Closure of the Land shall be achieved when Conditions a) to i) below have been met by the Permit holder, to the satisfaction of the Conservator:

a) *Rehabilitation Closure*

Closure of all rehabilitated areas within the Land shall be achieved when the closure criteria in Table 1 have been met and maintained for a minimum period of five years.

All percentages are expressed on the basis of averages for all areas of each landform - vegetation unit. Assessments shall be made on the basis of best practice assessment methodologies. Closure requirements for vegetation cover and species richness will be assessed utilising the same methodology as the baseline assessment. For all landform - vegetation units bare ground must be $\leq 10\%$ at closure.

Table 1: Rehabilitation Closure Criteria

Post-Mined Landform Slope Angle	Vegetation Type	Proportion of Baseline Cover (refer Note 1)	Woody vegetation	Proportion of Baseline Vascular Plant Species Richness (refer Note 2)	Live vegetative cover is required to be made up of the following species in approximately the same proportion as pre-mining	Species required to be present in at least 50% of their plot frequency pre-mining
Flat (0 – 10°) to Moderate (10 - 20°)	Pakihi	VDT ≥90% live vegetation cover	Not Applicable	VDT ≥80%	Manuka, <i>Chionochloa juncea</i> , wire rush	<i>Brachyglottis bellidioides</i> var. <i>crassa</i> , <i>Carpha</i> 'slim', <i>Celmisia dubia</i> , <i>Centrolepis ciliata</i> , <i>Donatia novae-zelandiae</i> , <i>Dracophyllum rosmarinifolium</i> , <i>Drosera spatulata</i> , <i>Liparophyllum gunnii</i> , <i>Oreobolus impar</i> , <i>Oreobolus strictus</i>
	Scrub - VDT	≥70% live vegetation cover	Live woody vegetation cover >1.5 m height ≥70%	≥75%	Manuka, wire rush	Tangle fern, mountain beech, mountain flax, yellow silver pine
	Scrub - Planted	≥50% live vegetation cover	Live woody vegetation cover >1.2 m height ≥70%	≥50%	Manuka	<i>Blechnum procerum</i> , <i>Thelymitra</i> sp., <i>Dracophyllum rosmarinifolium</i> , <i>Gahnia procera</i> , tangle fern, mountain beech

Post -Mined Landform Slope Angle	Vegetation Type	Proportion of Baseline Cover (refer Note 1)	Woody vegetation	Proportion of Baseline Vascular Plant Species Richness (refer Note 2)	Live vegetative cover is required to be made up of the following species in approximately the same proportion as pre-mining	Species required to be present in at least 50% of their plot frequency pre-mining
	Forest – VDT	≥ 70% live vegetation cover	Live woody vegetation cover > 2 m height ≥ 70%	≥ 80%	Manuka, mountain beech, pink pine, yellow silver pine, southern rata, <i>Blechnum procerum</i>	<i>Astelia nervosa</i> , <i>Blechnum discolor</i> , Broadleaf, <i>Coprosma colensoi</i> , <i>Coprosma dumosa</i> , <i>Coprosma foetidissima</i> , <i>Coprosma pseudocuneata</i> , <i>Dracophyllum oliveri</i> , <i>Hymenophyllum</i> sp., kamahi, <i>Luzuriaga</i> sp., Westland quintinia
	Forest - Planted	Planted ≥ 50% live vegetation cover	Live woody vegetation cover > 2 m height ≥ 50%	≥ 50%	Manuka, mountain beech, yellow silver pine, southern rata	Broadleaf, <i>Coprosma foetidissima</i> , <i>Coprosma pseudocuneata</i> , kamahi, pink pine, Westland quintinia
Steep (>20°)	Forest – All techniques	≥ 75% live vegetation cover (including bryophytes)	Live woody vegetation cover > 1 m height ≥ 50%	≥ 50%	Manuka, mountain beech, southern rata	Broadleaf, <i>Coprosma foetidissima</i> , <i>Coprosma pseudocuneata</i> , kamahi, Westland quintinia

Post -Mined Landform Slope Angle	Vegetation Type	Proportion of Baseline Cover (refer Note 1)	Woody vegetation	Proportion of Baseline Vascular Plant Species Richness (refer Note 2)	Live vegetative cover is required to be made up of the following species in approximately the same proportion as pre-mining	Species required to be present in at least 50% of their plot frequency pre-mining
Boulder fields	Graded rocks ~0.05 – 0.3 m diameter	≥1% live vegetation cover				The following species are at least sparsely present (not required to meet 50% of plot frequency as there is no baseline for this habitat): <i>Actinotus novae-zelandiae</i> , <i>Brachyglottis bellidioides</i> var. <i>crassa</i> , <i>Celmisia similis</i> , <i>Chionochloa australis</i> , <i>Dracophyllum densum</i> , yellow silver pine
Weeds	Eradication: exotic broom, Himalayan honeysuckle, blackberry, pampas	Zero density	NA	NA	NA	NA
Weeds	Control to low densities: gorse, montbretia, <i>Juncus squarrosus</i>	No flowering individuals	NA	NA	NA	NA

Note:

1. Target vegetation cover is the percentage of cover of native vascular species for the particular vegetation type present post-mining compared to pre-mining (baseline) cover.
2. Target plant species richness should be assessed relative to baseline for each landform - vegetation unit. The post-mining species richness target can only include those species originally present in the relevant landform - vegetation unit.

b) *P. patrickensis* Habitat Closure

Vegetation cover within the Land is re-established such that it provides self-sustaining habitat for *P. patrickensis* and other invertebrates. Self-sustaining habitat is deemed to have been achieved when monitoring demonstrates for areas of the rehabilitated Land considered suitable for *P. patrickensis* that the following criteria have been met:

- i) An average live snail density of >0.8 snails/plot over a minimum of 20 randomly located plots within the VDT rehabilitated area; and
- ii) Demographic analysis that indicates a healthy population of snails including a range of age classes and the presence of *P. patrickensis* eggs within the rehabilitated mine site area.

Monitoring will involve standard 10m x 10m density plots or other methods that are current best practise practice. The areas of the rehabilitated Land considered suitable for *P. patrickensis* shall be determined, to the satisfaction of the Conservator, through an assessment by a suitably qualified and experienced independent *P. patrickensis* expert but shall no less than the proportion of the Land suitable for *P. patrickensis* prior to mining.

c) *Invertebrate Communities Closure for Pakihi/Short Manuka Habitats*

Invertebrate closure of the Escarpment Mine shall be achieved when the closure criteria in Table 2 have been met and maintained for a minimum period of 5 years as determined using the standardised sampling techniques specified in the table.

Table 2: Invertebrate Community Closure Criteria

Habitat	Indicator	Closure Criterion	Measure Required
Pakihi and low scrub (< 2 m)	<i>Paracephaleus curtus</i> (Hemiptera: Cicadellidae)	Breeding population present for at least 5 years	Beat sampling of <i>Empodisma minus</i> plants along a 50 m transect including the collection of at least 5 specimens and both adults and nymphs.
	<i>Alpinacris crassicauda</i> (Orthoptera: Acrididae)	Breeding population present for at least 5 years	A walk through of short Pakihi along a 100 m transect that reveals at least 5 grasshoppers and include juveniles.

Handwritten signature and initials in blue ink, including "P.H.B." and "B2".

	<i>Thrips phormicola</i> (Thysanoptera)	Breeding population present for at least 5 years	Examination of the leaf bases of 10 groups of <i>Phormium cookianum</i> plants (a group must include at least 4 plants in close proximity) that show flax thrips present in at least 20% of groups.
	<i>Micrarchus</i> nov. sp. (Phasmatodea: Phasmatidae)	Breeding population present for at least 5 years	Assessment using best practice methodology as determined by the Conservator at the time the assessment is made.
	<i>Arctesthes avatar</i> (Lepidoptera: Geometridae)	Breeding population present for at least 5 years	Assessment using best practice methodology as determined by the Conservator at the time the assessment is made.
Pavement	<i>Uliodon</i> sp. (Araneae: Zoropsidae)	Breeding population present for at least 5 years	Assessment using best practice methodology as determined by the Conservator at the time the assessment is made.
Tussock Grassland (CPP area only)	<i>Anagotus</i> nov. sp. (Coleoptera: Curculionidae)	Breeding population present for at least 5 years	Assessment using best practice methodology as determined by the Conservator at the time the assessment is made.
Tall Scrub and Forest	Ground beetles (Coleoptera: Carabidae)	Pre-disturbance diversity retained ($P > 0.05$)	Standardised pit trap sampling shows populations of selected ground beetle species present in the rehabilitated habitat are not significantly different ($p > 0.05$) than in comparable undisturbed habitat plots of the same habitat type, sampled at the same time.
	Ground spiders (Araneae)	Populations of characteristic species returned to levels similar ($P > 0.05$) to undisturbed habitat.	Standardised pit trap sampling shows populations of selected indicator spider taxa present in the rehabilitated habitat are not significantly different ($p > 0.05$) than in comparable undisturbed habitat plots of the same

Handwritten signature and initials in blue ink, including "TJ" and "HB".

		habitat type, sampled at the same time.
--	--	---

d) **Aquatic Ecosystem Closure Criteria**

Aquatic Ecosystem closure of the Escarpment Mine shall be achieved when the closure criteria in Table 3 have been met using the standardised sampling techniques specified in the table.

Table 3: Aquatic Ecosystem Closure Criteria

Habitat	Indicator	Closure Criterion	Measure Required
Stream	Bryophytes	Established and actively growing	Non-destructive sampling on established photopoints or best practice methodology as determined by the Conservator at the time the assessment is made.
	Macroinvertebrates	Presence of at least 3 different macroinvertebrate taxa on any one monitoring occasion	Macroinvertebrate sampling that focuses on recording as many taxa as possible in a 10m stream reach (NB. Standard sampling effort as defined by Stark et al. (2001) is unlikely to be sufficient).
	Koura	Presence of Koura	Visual observation or capture by trapping or electric fishing

e) **Water Management Closure**

In the absence of active treatment, water compliance limits in Schedule 6 Condition 11(j) have not been exceeded in the preceding year by an average of 5 percent of the time and verification from an independent appropriately qualified person that the construction integrity of the ELF is sufficient (with regard to controlling acid generation) to enable the water compliance limits in Schedule 6 Condition 11(j) to continue to be met in perpetuity.

f) **Kiwi Closure**

Kiwi closure shall be achieved when the habitat is suitable for kiwi to recolonize as part of their home range by natural expansion. This shall be demonstrated to the satisfaction of the Conservator, based on an assessment by a suitably

3.
AB

qualified and experienced independent kiwi expert of the rehabilitated habitat and/or kiwi survey of the rehabilitated mine site.

g) **Compliance with Conditions**

Compliance with all other conditions of this Access Arrangement can be demonstrated at the time of Mine Closure.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Handwritten signatures and initials in blue ink, including a large signature, the initials "HB", and the number "4".

ACCESS ARRANGEMENT FIRST VARIATION

THIS FIRST AGREEMENT varying and modifying the Access Arrangement for Mining Permit 51279 dated 21 May 2013.

Date of execution of this variation 22nd May 2014.

Parties:

The Minister of Conservation (hereinafter together with the Minister's agents referred to as "the Minister")

and

Buller Coal Limited (herein after referred to as "the Permit holder")

WHEREAS

- A. By an agreement for an access arrangement made pursuant to section 61 of the Crown Minerals Act 1991 on 21 May 2013 (the Access Arrangement) the Minister granted access to the public conservation land described in the First Schedule to that Access Arrangement on the terms and conditions set out in the Access Arrangement to the permit holder.
- B. This first agreement varies and modifies the Access Arrangement.

The parties hereby AGREE as follows:

Variation of existing conditions

1. That condition 11(j) of the Sixth Schedule of the Access Arrangement is hereby varied as follows by deleting condition 11(j) of the Sixth Schedule and replacing it with the following new condition 11(j):
- (j) The Water Management Plan will detail how the Permit holder will comply with the following specific performance standards, being 95th percentile limits to be measured in the Whareatea River directly above the confluence of the Whareatea River and Conglomerate Stream (WM2 Monitoring site), based on weekly total suspended solids and metal sampling and continuous monitoring of Ph.

Receiving Waters Compliance Limits at monitoring Site W-M2

	Compliance Limits
--	-------------------

pH	Shall not fall outside a range of 4.5 – 6.5	
	Median concentrations, g/m³ unless stated	
Total suspended solids	15	
Turbidity	15 NTU	
Iron + manganese	1.1	
Aluminium	0.5	
Median pH	pH >5.5	pH <5.5
Cadmium	0.0003	0.0012
Chromium	0.05	0.20
Cobalt	0.044	0.18
Copper	0.002	0.0013
Lead	0.0065	0.026
Nickel	0.017	0.068
Zinc	0.012	0.054
	95th percentile concentrations, g/m³ unless stated	
Total suspended solids	30	
Turbidity	30 NTU	
Iron + manganese	2.2	
Aluminium	1.0	
Median pH	pH >5.5	pH <5.5
Cadmium	0.0011	0.004
Chromium	1.0	4.0
Cobalt	0.17	0.63
Copper	0.007	0.004
Lead	0.03	0.14
Nickel	0.26	1.0
Zinc	0.067	0.29
Notes: 1. All compliance limits are based on dissolved metal concentrations; 2. Limits for cadmium, copper, chromium, lead, nickel and zinc are based on median water hardness of 50gCaCO ₃ /m ³ ; 3. pH dependent limits based on biotic ligand model (BLM) predictions; 4. Chromium limit is based on Cr(III) and uses U.S. EPA criteria values		

2. That condition 43(b) of the Access Arrangement is hereby varied as follows by deleting condition 43(b) and replacing it with the following new condition 43(b):

"(b) The parties acknowledge that within this term it is envisaged that the Permit holder will undertake Mining, Mining Operations, and progressive rehabilitation over an initial 7 year period, with the balance of the term being utilised for rehabilitation works and aftercare only. However nothing in this clause 43(b) limits or restricts the period when the Permit holder may undertake any Mining and Mining Operations."

3. That condition 14(d) of the Sixth Schedule of the Access Arrangement is hereby varied as follows by deleting condition 14(d) of the Sixth Schedule and replacing it with the following new condition 14(d):

"(d) detail how the following specific requirements for historic heritage management shall be met by the Permit holder.

The matters required to be included in the Historic Heritage Management Plan include the following:"

4. That conditions 25, 26, 27, 28, 28, 30, 31, 32 and 33 of the Access Arrangement are hereby varied as follows by deleting conditions 25, 26, 27, 28, 29, 30, 31, 32 and 33 and replacing them with the following new conditions 25, 26, 27, 28, 28A, 28B, 29, 30, 31, 32, 33, 33A, 33B, 33C, 33D, and 33E:

"INSURANCE

- (a) Prior to commencing Mining Operations the Permit holder must effect and maintain during the term of this Access Arrangement insurance covers for the risks and in the amounts initially set as specified below.

• Public (General) Liability	\$20 Million
• Forest and Rural Fire	\$2 Million
• Motor Vehicle Third Party	\$10 Million

- (b) The Conservator may, at any time, require the Permit holder to take out insurance cover for any additional risks that are not covered by those insurance covers described in cl 25(a), alter any insurance required under this Access Arrangement, extend the term of any insurance required under this Access Arrangement or increase or decrease the amount of cover of any insurance required under this Access Arrangement. In doing so, the Conservator shall have regard to, but not be bound by, the risk assessments referred to in conditions 7(e), 8(a) and 9(b). The

20 KB

Conservator may require any reasonable amendment or change to any policy of insurance required under this Access Arrangement. The Permit holder shall be bound by any requirement of the Conservator regarding insurances as if the requirement were a condition of this Access Arrangement.

- (c) All insurance cover required under this Access Arrangement must be in the joint names of the Minister, the Department and the Permit holder, or note the interest of the Minister and the Department, as required by and on terms approved by the Conservator, and must be with an insurance company approved by the Conservator, which approval will not unreasonably be withheld.
- (d) In the event that any insurance cover required under this Access Arrangement is in the reasonable opinion of the Conservator unavailable, the Conservator may require a cash bond, or surety with a trading bank, insurance company or bond guarantor acceptable to the Conservator to provide assurances equivalent to that which would have been obtained had that cover been available.
- (e) The Permit holder shall not be required to maintain insurance in respect of any risk that, in the opinion of the Conservator, is adequately covered by an alternative form of assurance (including any other insurance or bond).
- (f) In addition to complying with the insurance requirements described above, the Permit holder shall ensure that any third parties engaged by it to undertake design or engineering work associated with the mine, or Mining Operations on the Land, hold a policy of Professional Indemnity Insurance covering all design and engineering works undertaken. The amounts and terms of such Professional Indemnity Insurance shall be consistent with any current risk assessments undertaken in accordance with conditions 7(e), 9(a) and 9(b).

- 26 The Permit holder must lodge with the Conservator copies of the insurance policies and any renewal of or substitution for any insurance policies, and receipts for payment of premiums. The Permit holder shall comply with all obligations imposed upon it under any policy of insurance required under this Access Arrangement and shall not do anything, or omit to do anything, which might render such insurance ineffective or cause an insurer to decline a claim for payment under a policy.

BONDS

Performance, Rehabilitation and Post Closure Bond

- 27 Prior to entering in or on the Land the Permit holder must provide a Performance, Rehabilitation and Post Closure Bond for due and faithful performance by the Permit holder of the obligations under this Access Arrangement and the meeting of all post closure costs of the Minister (or Department) as detailed in condition 27(a). Subject to any change under Condition 28, the Performance, Rehabilitation and Post Closure Bond is to be initially set at \$820,000.00 (eight hundred and twenty thousand dollars)

- (a) Unless the Performance, Rehabilitation and Post Closure Bond is a cash bond, it shall be provided by the Permit holder as a surety bond from a registered bank, insurance company or bond guarantor who is acceptable to the Conservator. The surety must execute (in the case of

two or more jointly and severally) in favour of the Minister a bond guarantee for a sum reasonably determined by the Conservator having regard to the calculations provided with each work plan in relation to first, the rehabilitation and closure of the disturbed area of the Land, and second, the provision of a capital fund for ongoing future insurances, bonds, monitoring, water treatment, aftercare and remediation associated with the Land post closure and not otherwise required to be undertaken by the Permit holder under this Access Arrangement, provided that the Conservator is not bound by such calculations.

- (b) The quantum required under conditions 27 and 28 shall be clearly identified and apportioned between performance and rehabilitation costs, and post closure costs, within the risk assessment required under conditions 7(e), 9(a) and 9(b), and must adequately cover all potential costs and liabilities described in condition 27(a). The initial bond sum set at condition 27 is apportioned as follows: Performance and Rehabilitation \$817,400.00; Post Closure \$2600.00.
- (c) The Performance, Rehabilitation and Post Closure Bond shall be provided by the Permit holder for a minimum term of three years and shall commence from the date of the first Authority to Enter and Operate. The term of the Performance, Rehabilitation and Post Closure Bond shall be renewed for a minimum of a further three years or such other term as determined by the Conservator on each anniversary of the date of the first Authority to Enter and Operate.

28 The Conservator will review the Performance, Rehabilitation and Post Closure Bond required under Condition 27 annually while Mining or Mining Operations are occurring, and may increase or decrease the amount of the bond, alter the structure or framework of the bond, alter the apportionment between performance and rehabilitation, and post closure costs, or extend or reduce the term of the bond. In doing so, the Conservator is to have regard to the risk assessments referred to in Condition 7(e), 9(a) and 9(b), but is not bound by such risk assessments. The Conservator may also commission, at the Permit holder's expense, a separate risk assessment, or analysis of the risk assessment provided.

28A Should the Permit holder dispute the amount of bond determined by the Conservator under conditions 27 or 28, then, notwithstanding condition 54 the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration regarding bond amount shall be commenced by written notice ("notice of bond arbitration") by the Permit holder to the Conservator advising that the amount of the bond is disputed, such notice to be given within 14 days of receipt of notice of the bond amount determined by the Conservator. If the parties cannot agree upon an arbitrator within seven days of the notice of bond arbitration, then an arbitrator shall be appointed by the Institution of Professional Engineers of New Zealand. Such arbitrator shall give an award ("arbitration decision") in writing to the parties within 30 days after his or her appointment (the "date of arbitration decision") unless the parties agree that the date of arbitration decision shall be extended. The Permit holder shall bear the full and reasonable costs of the parties in connection with this arbitration. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration and subject to condition 28 the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration decision.

28B If the arbitration decision is not made available by the date of arbitration decision referred to in condition 28A then the amount of bond shall be the sum fixed by the Conservator under Condition 28, until such time as the arbitrator does give the arbitration decision in writing to the parties. At that time, the amount of the bond shall be adjusted in accordance with the arbitration decision.

Handwritten initials: "K" and "KB" in blue ink.

29. (a) The Performance, Rehabilitation and Post Closure Bond required under Condition 27 is not to expire, and is to remain effective, during the period such bond is required to be in effect by this Access Arrangement and within that period until such time as all conditions of the Access Arrangement have been complied with, closure of the Land has been achieved, and the post closure cash grant referred to in condition 31 has been provided to the Minister notwithstanding the completion of the Permit holder's Mining or Mining Operations or the surrender, suspension or termination of this Access Arrangement whether by effluxion of time or for cause.

(b) In the event that the Permit holder breaches any condition or fails to carry out any condition of this Access Arrangement (including, for the avoidance of doubt, any conditions specified in a schedule to this Access Arrangement, or any provision of a work programme, management strategy, plan or sub plan approved under this Access Arrangement), the Conservator may call on the Performance, Rehabilitation and Post Closure Bond entered into under Condition 27 or any portion thereof to ensure compliance with the conditions of this Access Arrangement, whether or not the Access Arrangement has been surrendered, suspended or terminated.

Post-closure cash grant

30. Immediately prior to closure of the Land, the Permit holder shall make to the Minister a post-closure cash grant

(a) for the general conservation purposes of providing a capital fund for ongoing future insurances, bonds, monitoring, water treatment, aftercare and remediation associated with the Land post closure and not otherwise required to be undertaken by the Permit holder under this Access Arrangement;

(b) and, in the event that there be a surplus of the fund, for general conservation purposes within the area presently known as the Denniston/Stockton Plateaux.

31. The quantum of the post closure cash grant shall be determined by the Conservator having regard to, but not being bound by, the apportioned quantum of post closure costs in the Performance, Rehabilitation and Post Closure Bond in place at the time of closure, and shall be a sum adequate to meet all costs described in cl 30(a).

32. The parties acknowledge that the post-closure cash grant to be paid pursuant to condition 30 will be non-refundable, and will not be subject to further review post closure. The post closure cash grant will be held by the Department and used for the purposes specified in Condition 30.

33. Notwithstanding anything in conditions 27 – 32 of this Access Arrangement, the Conservator, in his or her sole discretion, may require, at any time prior to closure of the Land but on a minimum of 6 month's written notice, that the Permit holder provides the Minister with a post closure cash grant, in lieu of a bond for post closure costs. Where the Conservator does so require a post closure cash grant prior to closure, the post closure apportionment of the Performance, Rehabilitation and Post Closure Bond shall be released on payment by the permit holder of the post closure cash grant required. Any such post closure cash grant provided prior to closure may thereafter be reviewed annually up or down by the Conservator up until closure of the Land is achieved, having regard to the risk assessments to be provided under conditions 7(e), 9(a) and 9(b). The Conservator may also commission, at the Permit holder's expense, a separate

risk assessment, or analysis of the risk assessment provided under conditions 7(e), 9(a) or 9(b). The Permit holder shall be bound to pay any increases, or shall receive the difference arising from any decreases, arising as a result of any such reviews. On closure, the post closure cash grant shall become non-refundable, and will not be subject to further reviews, and will be held by the Department and used for the purposes specified in Condition 30.

- 33A Should the Permit holder dispute the amount of the post closure cash grant determined by the Conservator under condition 33, then, notwithstanding condition 53, the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration regarding the post closure cash grant amount shall be commenced by written notice ("notice of post closure cash grant arbitration") by the Permit holder to the Conservator advising that the amount of the post closure cash grant is disputed, such notice to be given within 14 days of receipt of notice of the post closure cash grant amount determined by the Conservator. If the parties cannot agree upon an arbitrator within seven days of the notice of post closure cash grant arbitration, then an arbitrator shall be appointed by the Institution of Professional Engineers of New Zealand. Such arbitrator shall give an award ("arbitration decision") in writing to the parties within 30 days after his or her appointment (the "date of arbitration decision") unless the parties agree that the date of arbitration decision shall be extended. The Permit holder shall bear the full and reasonable costs of the parties in connection with this arbitration. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration the existing post closure cash grant (if there is one) shall continue in force. That sum shall be adjusted in accordance with the arbitration decision.
- 33B If the arbitration decision is not made available by the date of arbitration decision referred to in condition 33C then the amount of the post closure cash grant shall be the sum fixed by the Conservator under Condition 33, until such time as the arbitrator does give the arbitration decision in writing to the parties. At that time, the amount of the post closure cash grant shall be adjusted in accordance with the arbitration decision.
- 33C In conditions 27 – 33, the phrases 'closure', and 'closure of the Land' mean the meeting of all performance standards and obligations under this Access Arrangement, including any work programme, management plan or sub-plan, or strategy approved under this Access Arrangement, and including in particular the mine site closure criteria set out in the 7th schedule to this Access Arrangement. The phrase 'post closure' means after closure of the Land has been achieved by the Permit holder.

Bonds generally

- 33D The Permit holder shall not be required to provide or maintain a bond in respect of any risk that, in the opinion of the Conservator, is adequately covered by an alternative form of assurance (including any other bond or insurance).
- 33E All bonds required under this Access Arrangement shall be in a form acceptable to, and in the sole discretion of, the Conservator. Any variation to bonds shall be approved, in writing, by the Conservator prior to coming into effect. The Permit holder shall provide evidence that required bonds remain in force and effect when requested by the Conservator."

Variation of existing Schedules

5. That the First Schedule and Plan A of the Access Arrangement is hereby varied as follows by deleting the First Schedule and Plan A and replacing it with the following new First Schedule and Plan A:

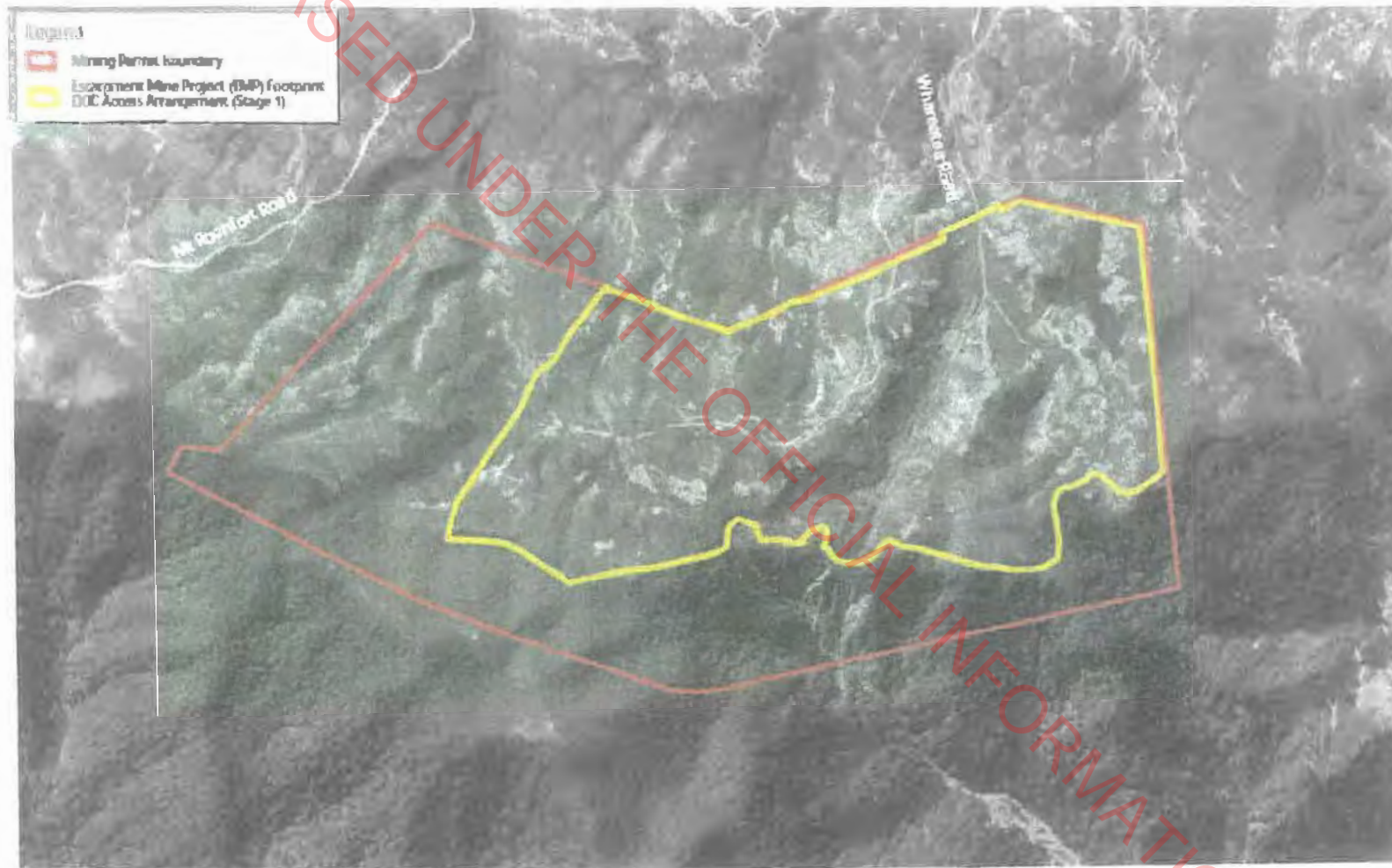
"FIRST SCHEDULE

The Permit holder, subject to the conditions contained in this Access Arrangement, shall have access to 106 hectares of public conservation land, referred to in this Access Arrangement as the 'Land' being:

106 hectares of deemed stewardship area within Crown Land Block X (under action) Kawatiri Survey District with parcel ID 3661020 and 3610358.

- as indicated on the plan affixed hereto as Plan A.

PLAN A: Access Arrangement area boundary (106 ha)



6. That the First Schedule of the Compensation Deed contained in the Fifth Schedule of the Access Arrangement is hereby varied as follows by deleting the First Schedule of the Compensation Deed contained in the Fifth Schedule of the Access Arrangement and replacing it with the following new First Schedule of the Compensation Deed:

***Schedule 1**

Compensation payment sums and dates

Historic

Date for payment	Amount
On approval of first Annual Work Programme	\$0 + GST
On first anniversary of approval of first Annual Work Programme	\$0 + GST
On second anniversary of approval of first Annual Work Programme	\$350,000 + GST
On third anniversary of approval of first Annual Work Programme	\$170,000 + GST
On fourth anniversary of approval of first Annual Work Programme	\$69,000 + GST

Denniston Biodiversity Enhancement Area

Date for payment	Amount
On approval of first Annual Work Programme	\$205,450 + GST
On first anniversary of approval of first Annual Work Programme	\$0 + GST
On second anniversary of approval of first Annual Work Programme	\$322,769 + GST
On third anniversary of approval of first Annual Work Programme	\$687,500 + GST
On fourth anniversary of approval of first Annual Work Programme	\$687,500 + GST
On fifth anniversary of approval of first Annual Work Programme	\$687,500 + GST
On sixth anniversary of approval of first Annual Work Programme	\$409,281 + GST

Heaphy Biodiversity Enhancement Area

Date for payment	Amount
On approval of first Annual Work Programme	\$381,550 + GST
On first anniversary of approval of first Annual Work Programme	\$0 + GST
On second anniversary of approval of first Annual Work Programme	\$2,860,950 + GST
On third anniversary of approval of first Annual Work Programme	\$3,684,298 + GST
On fourth anniversary of approval of first Annual Work Programme	\$3,894,301 + GST
On fifth anniversary of approval of first Annual Work Programme	\$3,401,733 + GST
On sixth anniversary of approval of first Annual Work Programme	\$4,152,168 + GST

This compensation equates to \$21,854,000.00 dollars + GST (in 2013 terms) over the life of mine, being made up of the following amounts;

\$589,000.00 for Historic values
\$3,000,000.00 for Denniston Biodiversity Enhancement
\$18,375,000.00 for Heaphy Biodiversity Enhancement

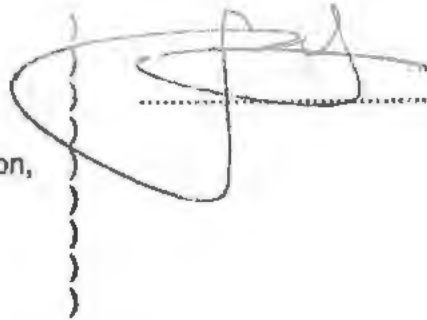
Confirmation of other Access Arrangement Conditions

7. Except to the extent to which they are varied by this variation the covenants, terms and conditions expressed and implied in the Access Arrangement as varied continue to apply.

Costs

8. The Permit holder will pay the costs of and incidental to the preparation and completion of this variation.

Signed for and on behalf of
the Minister of Conservation
by Jan Hanla
Director, Conservation Partnerships,
North and West Southern 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:

s.9(2)(a)

Witnessed Signature	
Witness Full Name	Nelson Price
Witness Address	Nelson, DOC
Witness Occupation	Personal Assistant

Signed on behalf of Buller Coal Limited

s.9(2)(a)

Director (signature)	
Full name	Richard John Trecon

In the presence of:

s.9(2)(a)

Witnessed Signature	
Witness Full Name	FIONA V BARTIER
Witness Address	Level 12, 1 Wilkeson St Wellington
Witness Occupation	GM Projects & Planning

And by

s.9(2)(a)

Director (signature)	
Full name	HANISA J C KOTANIAN

In the presence of:

s.9(2)(a)

Witnessed Signature	
Witness Full Name	FIONA V BARTIER
Witness Address	Level 12, 1 Wilkeson St Wellington
Witness Occupation	GM Projects & Planning

Signed on behalf of Bathurst Resources Limited as guarantor by

Director (signature)	s.9(2)(a)
Full name	TOKORANGI T. KAPEA

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	FIONA V BARTIER
Witness Address	Level 12, 1 Willeston St Wellington
Witness Occupation	GM Projects & Planning

And by

Director (signature)	s.9(2)(a)
Full name	HANISH J C BOHANNAN

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	FIONA V BARTIER
Witness Address	Level 12, 1 Willeston St Wellington
Witness Occupation	GM Projects & Planning

RELEASED UNDER THE OFFICIAL INFORMATION ACT

ACCESS ARRANGEMENT THIRD VARIATION

THIS THIRD AGREEMENT varying and modifying the Access Arrangement for Mining Permit 51279 dated 21 May 2013.

Date of execution of this variation 30 June 2016.

Parties:

The Minister of Conservation (hereinafter together with the Minister's agents referred to as "the Minister")

and

Buller Coal Limited (herein after referred to as "the Permit holder")

WHEREAS

- A. By an agreement for an access arrangement made pursuant to section 61 of the Crown Minerals Act 1991 on 21 May 2013 (the Access Arrangement) the Minister granted access to the public conservation land described in the First Schedule to that Access Arrangement on the terms and conditions set out in the Access Arrangement to the permit holder.
- B. On 22 May 2014 the Minister agreed to a first variation to the access arrangement as varied.
- C. On 29 October 2015 the Minister agreed to a second variation to the Access Arrangement.
- D. This third variation varies and modifies the Access Arrangement.

The parties hereby AGREE as follows:

Variation of existing Schedules

1. That Schedule 1 of the Compensation Deed contained in the Fifth Schedule of the Access Arrangement is hereby varied as follows by deleting the Schedule 1 of the Compensation Deed contained in the Fifth Schedule of the Access Arrangement and replacing it with the following new Schedule 1 of the Compensation Deed:

"Schedule 1

Compensation payment sums and dates

Historic

Date for payment	Amount
On approval of first Annual Work Programme	\$0.00
On first anniversary of approval of first Annual Work Programme	\$0.00
On second anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$7,500 commencing 1 July 2016)	\$30,000.00
On third anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$5000 commencing 1 July 2017)	\$20,000.00
On fourth anniversary of approval of first Annual Work Programme	\$300,000.00
On fifth anniversary of approval of first Annual Work Programme	\$170,000.00
On sixth anniversary of approval of first Annual Work Programme	\$69,000.00

Denniston Biodiversity Enhancement Area

Date for payment	Amount
On approval of first Annual Work Programme	\$205,450.00
On first anniversary of approval of first Annual Work Programme	\$0.00
On second anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$23,250 commencing 1 July 2016)	\$93,000.00
On third anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$23,900 commencing 1 July 2017)	\$95,600.00
On fourth anniversary of approval of first Annual Work Programme	\$134,169.00
On fifth anniversary of approval of first Annual Work Programme	\$687,500.00
On sixth anniversary of approval of first Annual Work Programme	\$687,500.00
On seventh anniversary of approval of first Annual Work Programme	\$687,500.00
On eighth anniversary of approval of first Annual Work Programme	\$409,281.00

Heaphy Biodiversity Enhancement Area

Date for payment	Amount
On approval of first Annual Work Programme	\$381,550.00
On first anniversary of approval of first Annual Work Programme	\$0.00
On second anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$48,675 commencing 1 July 2016)	\$194,700.00
On third anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$49,925 commencing 1 July 2017)	\$199,700.00
On fourth anniversary of approval of first Annual Work Programme	\$2,466,550.00
On fifth anniversary of approval of first Annual Work Programme	\$3,684,298.00
On sixth anniversary of approval of first Annual Work Programme	\$3,894,301.00
On seventh anniversary of approval of first Annual Work Programme	\$3,401,733.00
On eighth anniversary of approval of first Annual Work Programme	\$4,152,168.00

2

This compensation equates to \$21,964,000.00 dollars + GST (in 2013 terms) over the life of mine, being made up of the following amounts;

\$589,000.00 for Historic values
\$3,000,000.00 for Denniston Biodiversity Enhancement
\$18,375,000.00 for Heaphy Biodiversity Enhancement"

Confirmation of other Access Arrangement Conditions


2. Except to the extent to which they are varied by this variation the covenants, terms and conditions expressed and implied in the Access Arrangement continue to apply.

Costs

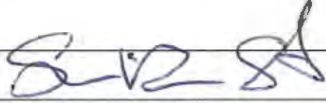
3. The Permit holder will pay the costs of and incidental to the preparation and completion of this variation.

Signed for and on behalf of
the Minister of Conservation
by **Bob Dickson**
Conservation Operations Manager,
Buller District,
Department of Conservation,
pursuant to a written delegation
from the Minister of Conservation
under the Crown Minerals Act 1991


)
)
)
)
)
)
)
)
)
)
)
)




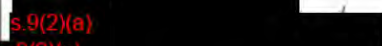

In the presence of:

Witnessed Signature	
Witness Full Name	Gerrit van Smit
Witness Address	PO Box 384 Westport
Witness Occupation	DOC Ranger

Signed on behalf of **Buller Coal Limited** by

Director (signature)	
Full name	Richard John Tacon

In the presence of:

Witnessed Signature	
Witness Full Name	
Witness Address	
Witness Occupation	Accountant

And by

Director (signature)	
Full name	

In the presence of:

Witnessed Signature	
Witness Full Name	
Witness Address	
Witness Occupation	

Signed on behalf of **Bathurst Resources Limited** as guarantor by

Director (signature)	s.9(2)(a)
Full name	Richard John Tacon

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	s.9(2)(a)
Witness Address	s.9(2)(a)
Witness Occupation	Accountant

And by

Director (signature)	s.9(2)(a)
Full name	IAKORANGI THOMAS KAPEA

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	s.9(2)(a)
Witness Address	s.9(2)(a)
Witness Occupation	Accountant

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Authority for research and/or collection and/or introduction of material on public conservation land

Plants, Soil, Rocks, Historic Material

Authorisation Number: 66807-GEO

THIS AUTHORITY is made this 1 day of June 2018

PARTIES:

The Minister of Conservation, and where required, **the Director-General of Conservation** (the Grantor)

AND

Buller Coal Limited (the Authority Holder)

BACKGROUND:

The Director General of Conservation is empowered to issue authorisations under the Conservation Act 1987, the National Parks Act 1980 the Reserves Act 1977 and the Wildlife Act 1953 (the Conservation Legislation).

The Authority Holder wishes to exercise the authorisation issued under the Conservation Legislation subject to the terms and conditions of this Authority.

OPERATIVE PARTS:


In exercise of the Grantor's powers the Conservation Legislation the Grantor:

AUTHORISES the Authority Holder under the Conservation Legislation together with the right to exercise this Authority on the Land subject to the terms and conditions contained in this Authority and its Schedules.

subject to the terms and conditions contained in this Authority and its Schedules.


SIGNED on behalf of the Grantor by Robert Dickson, Operations Manager, Buller, acting under delegated authority

in the presence of:



Witness Signature

Witness Name: Ben van Smit

Witness Occupation: Doc General

Witness Address: 72 RUSSELL ST
WESTPORT

A copy of the Instrument of Delegation may be inspected at the Director-General of Conservation's office at Conservation House, 18-32 Manners Street, Wellington.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SCHEDULE 1

1.	<p>Authorised Activity (including approved quantities of material and collection methods) (Schedule 2, clause 2)</p>	<p>a. Activity - to take water samples for research purposes.</p> <p>b. Quantity – 1 litre per sample, 1 sample/fortnight-month</p> <p>c. Method - grab samples and permanent sondes</p>
2.	<p>The Land (Schedule 2, clause 2)</p>	Denniston Plateau
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>a) Tony Hewett</p> <p>b) Employees or contractors of Buller Coal Ltd or parent company Bathurst Resources</p>
4.	<p>Term (Schedule 2, clause 4)</p>	Commencing on and including 5 June 2018 and ending on and including 4 June 2028
5.	<p>Authority Holder's address for notices (Schedule 2, clause 10)</p>	<p>The Authority Holder's address in New Zealand is:</p> <p>14-16 Palmerston Street Westport 7866 New Zealand Phone: 5 9(2)(a) [REDACTED] Email: campbell.robertson@bathurst.co.nz</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address is:</p> <p>Permissions Team 73 Rostrevor Street HAMILTON 3204 Phone: 07 858 1000 Email: permissionshamilton@doc.govt.nz</p>

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF THE AUTHORITY

1. Interpretation

- 1.1. The Authority Holder is responsible for the acts and omissions of its employees, contractors or, agents. The Authority Holder is liable under this Authority for any breach of the terms of the Authority by its employees, contractors or agents as if the breach had been committed by the Authority Holder.
- 1.2. Where obligations bind more than one person, those obligations bind those persons jointly and separately.

2. What is being authorised?

- 2.1. The Authority Holder is only allowed to carry out the Authorised Activity on the Land described in Schedule 1, Item 2.
- 2.2. The Authority Holder must advise the Department of Conservation's local Operations Manager(s) one week prior to carrying out the Authorised Activity in the District, when the Authority Holder intends to carry out the Authorised Activity.
- 2.3. The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.4. Unless expressly authorised by the Grantor in writing, the Authority Holder must not donate, sell or otherwise transfer to any third party any material, including any genetic material, or any material propagated or cloned from such material, collected under this Authority.
- 2.5. The Authority Holder may publish authorised research results.
- 2.6. The Authority Holder must immediately notify the Grantor of any taxa found which are new to science. In addition, the Authority Holder must lodge holotype specimens and a voucher specimen of any new taxa with a recognised national collection.

3. Who is authorised?

- 3.1. Only the Authority Holder and the Authorised Personnel described in Schedule 1, Item 3 are authorised to carry out the Authorised Activity, unless otherwise agreed in writing by the Grantor.

4. How long is the Authority for - the Term?

- 4.1. This Authority commences and ends on the dates set out in Schedule 1, Item 4.

5. What are the obligations to protect the environment?

- 5.1. Other than what is authorised by this Authority, the Authority Holder must not cut down or damage any vegetation; or damage any natural feature or historic resource on any public conservation land being part of the Land; or light any fire on such public conservation land; or erect any structure such public conservation land without the prior consent of the Grantor.
- 5.2. The Authority Holder must ensure that it adheres to the international "Leave No Trace" Principles at all times (www.leavenotrace.org.nz).
- 5.3. The Authority Holder must not bury:

- a) any toilet waste within 50 metres of a water source on any public conservation land being part of the Land; or
- b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

6. What are the liabilities?

- 6.1. The Authority Holder agrees to exercise the Authority at the Authority Holder's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property arising from the Authority Holder's exercise of the Authorised Activity.
- 6.2. The Authority Holder must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Authority Holder's exercise of the Authorised Activity.
- 6.3. This indemnity is to continue after the expiry or termination of this Authority in respect of any acts or omissions occurring or arising before its expiry or termination.

7. What about compliance with legislation and Grantor's notices and directions?

- 7.1. The Authority Holder must comply with all statutes, bylaws and regulations, and all notices, directions and requisitions of the Grantor or any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987, the Acts listed in the First Schedule of that Act, and all applicable health and safety legislation and regulation.

8. Are there limitations on public access and closure?

- 8.1. The Authority Holder acknowledges that the public conservation land being part of the Land is open to the public for access and that the Grantor may close public access to that public conservation land during periods of high fire hazard or for reasons of public safety or emergency.

9. When can the Authority be terminated?

- 9.1. The Grantor may terminate this Authority at any time in respect of the whole or any part of the Land, and/or the whole or any part of the Authorised Activity if:
 - a) the Authority Holder breaches any of the conditions of this Authority; or
 - b) in the Grantor's opinion, the carrying out of the Authorised Activity causes or is likely to cause any unforeseen or unacceptable effects.
- 9.2. If the Grantor intends to terminate this Authority in whole or in part, the Grantor must give the Authority Holder such prior notice as, in the sole opinion of the Grantor, appears reasonable and necessary in the circumstances.

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

- 10.1. Any notice to be given under this Authority by the Grantor is to be in writing and made by personal delivery, by pre paid post or email to the Authority Holder at the address, fax number or email address specified in Schedule 1, Item 5. Any such notice is to be deemed to have been received:
 - a) in the case of personal delivery, on the date of delivery;
 - b) in the case of post, on the 3rd working day after posting;

- c) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 10.2. If the Authorised Holder's details specified in Schedule 1, Item 5 change then the Authorised Holder must notify the Grantor within 5 working days of such change.

11. What about the payment of costs?

- 11.1. The Authorised Holder must pay the standard Department of Conservation charge-out rates for any staff time and mileage required to monitor compliance with this Authority and to investigate any alleged breaches of the terms and conditions of it.

12. Use of species/materials/future use/disposal

- 12.1. The Authority Holder must comply with any reasonable request from the Grantor for access by the Grantor or the Grantor's nominee to any collected species or material.

13. Biosecurity

- 13.1. The Authority Holder must take all precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

14. Are there any Special Conditions?

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

15. Can the Authority be varied?

- 15.1. The Authority Holder may apply to the Grantor for variations to this Authority.

SCHEDULE 3

SPECIAL CONDITIONS

Use of species/materials/future use/disposal

1. The Authority Holder must comply with any reasonable request from the Grantor for access by the Grantor or the Grantor's nominee to any collected species or material.

Private land

2. This Authority does not confer any right of access over any private land; or public conservation land leased by the Grantor (unless specified in the Authorised Activity). Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this Authority the Grantor does not warrant that such access can be obtained.

Equipment and Markers

3. The Authority Holder shall remove all sampling equipment, pegs, pipes or other material used at the sampling area(s) for the purposes of the Authorised Activity within one (1) month of the Authorised Activity being completed.

Expectations of the public

4. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities. The Authority Holder shall minimise any visual impacts at the activity site.
5. If approached by members of the public while carrying out the Authorised Activity, the Authority Holder shall provide an explanation of why the Authorised Activity is taking place.

Biosecurity General

6. The Authority Holder must take all the precautions to ensure weeds and non-target species are not introduced to the Land; this includes ensuring that all tyres, footwear, gaiters, packs and equipment used by the Authority Holder, its staff and clients are cleaned and checked for pests before entering the Land.

Didymo

7. The Authority Holder must comply with the Ministry of Primary Industry (MPI's) "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterway. "Check, Clean, Dry" cleaning methods can be found at - <http://www.biosecurity.govt.nz/cleaning>. The Authority Holder must regularly check this website and update their precautions accordingly.

Records

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

Reporting

9. Upon completion of the research or revocation of this Activity, the Authority Holder shall forward a copy of the research findings, reports and publications to the Grantor within one month of the final report being completed. The final report shall be forwarded electronically to permissionshamilton@doc.govt.nz citing Authority number 66807-GEO. The Authority Holder acknowledges that the Grantor may provide copies of these findings to tangata whenua.

Variations

10. The Authority Holder may apply for variations to the Authority; this must be done by contacting the Permissions team where the original authorisation was processed.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

ACCESS ARRANGEMENT FIFTH VARIATION

THIS FIFTH VARIATION AGREEMENT varying and modifying the Access Arrangement 37873 -AA for Mining Permit 51279 of 21 May 2013 and its four subsequent variations.

Date of execution of this variation 21 June 2022.

Parties:

The **Minister of Conservation** (hereinafter together with the Minister's agents referred to as "the Minister")

and **Buller Coal Limited** (herein after referred to as "the permit holder")

WHEREAS

- A. By an agreement for an access arrangement made pursuant to section 61 of the Crown Minerals Act 1991 on 21 May 2013 (the Access Arrangement) the Minister granted access to the public conservation land described in the First Schedule to that Access Arrangement on the terms and conditions set out in the Access Arrangement to the permit holder.
- B. On 22 May 2014 the Minister agreed to a first variation to the access arrangement as varied.
- C. On 29 October 2015 the Minister agreed to a second variation to the Access Arrangement.
- D. On 30 June 2016 the Minister agreed to a third Variation to the Access Arrangement.
- E. On 11 June 2018 the Minister agreed to a fourth variation to the Access Arrangement.
- F. This agreement varies and modifies the Access Arrangement

The parties hereby AGREE as follows:

Variations of Existing Conditions

1. Clause 43 shall be **deleted** and **replaced** with the following condition:
 - 43. (a) Subject to Conditions 9(c) and (d), the term of the Access Arrangement will be for a period from the date of execution of this Access Arrangement until 23 June 2032 or for the term of Mining Permit 51-279, whichever is the lesser.
 - (b) The parties acknowledge that within the term it is envisaged that the Permit holder will undertake Mining, Mining Operations and progressive rehabilitation
2. All other conditions of the Access Arrangement remain unchanged.

3. The Permit holder will pay the costs of and incidental to the preparation and completion of this variation.

Signed for and on behalf of
the Minister of Conservation
by **Mark Davies**, Operations Director
West Coast Region
pursuant to a written delegation
from the Minister of Conservation
under the Crown Minerals Act 1991

Mark Davies

in the presence of

s.9(2)(a)

Witness: *JANE MULLOY*
Occupation: *PERSONAL ASSISTANT*
Address: *HOKITIKA*

Signed on behalf of **Buller Coal Limited** by:

Name: *Richard Tacon* (Director)

s.9(2)(a)

Signature:

in the presence of

s.9(2)(a)

Witness:
Occupation: *Executive Assistant*
Address: *Wellington*

And

Name: (Director)

Signature:

in the presence of

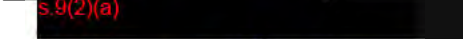
Witness:
Occupation:
Address:

Signed on behalf of Bathurst Resources Limited as guarantor by:

Name: Richard Tacon (Director)

Signature: 

in the presence of

Witness: 

Occupation: Executive Assistant

Address: Nellings

And

Name: (Director)

Signature:

in the presence of

Witness:

Occupation:

Address:

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Concession Document (General Licence)

Concession Number: 103746-TEL

THIS CONCESSION is made this 30th day of January 2023

PARTIES:

Minister of Conservation (the Grantor)

Buller Coal Limited (the Concessionaire)

BACKGROUND

- A.** The Department of Conservation ("Department") Te Papa Atawhai is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders.
- B.** The Department is under the control of the Grantor.
- C.** The carrying out of these functions may result in the Grantor granting concessions to carry out activities on public conservation land.
- D.** The Grantor administers the public conservation land described in Schedule 1 as the Land.
- E.** The Conservation legislation applying to the Land authorises the Grantor to grant a concession over the Land.
- F.** The Concessionaire wishes to carry out the Concession Activity on the Land subject to the terms and conditions of this Concession.
- G.** The Concessionaire acknowledges that the land may be the subject of Treaty of Waitangi claims.
- H.** The parties wish to record the terms and conditions of this Concession and its Schedules.

OPERATIVE PARTS

- I.** In exercise of the Grantor's powers under the Conservation legislation the Grantor **GRANTS** to the Concessionaire a **LICENCE** to carry out the Concession Activity on the Land subject to the terms and conditions contained in this Concession and its Schedules.

--	--



SIGNED on behalf of the Minister of Conservation by Anna Ginnaw, Statutory Process (System Transactions) Manager acting under delegated authority in the presence of:



Witness Signature

A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.



SIGNED for Buller Coal Limited by:
Director
Russell Lee Scott MIDDLETON

AND



SIGNED for Buller Coal Limited by:
Director
Richard TACON

SCHEDULE 1

1.	Land (clause 2)	As marked on the attached plan or map in Schedule 4 being: Physical Description/Common Name: Escarpment Mining Permit/Mount Rochfort Telecommunication Site Land Status: Mount Rochfort Conservation Area Area: 0.03 ha Legal Description: Crown Land (under action) Survey Office Plan 161 Map Reference: see Schedule 4
2.	Concession Activity (clause 2)	Radio Repeater Station – in association with Escarpment Mining Permit 51279 Denniston Plateau – and as more specifically set out in Schedule 3.
3.	Term (clause 3)	10 years commencing on 21 June 2023
4.	Renewal(s) (clause 3)	Nil
5.	Final Expiry Date (clause 3)	20 June 2033
6.	Concession Fee (clause 4)	Activity Fee: \$2,697.75 per annum plus GST Management Fee: \$350.00 per annum plus GST Environmental Monitoring Fee: (clause 9) Current standard department charge-out rates for staff time and mileage required to monitor the effects of the concession activity and compliance with concession conditions apply
7.	Concession Fee Payment Instalments (clause 4)	Annually in arrears
8.	Concession Fee Payment Date(s) (clause 4)	20 June or as specified on invoice
9.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website
10.	Concession Fee Review Date(s) (clause 5)	21 June 2026, 21 June 2029 and 21 June 2032

11.	Health and Safety (clause 13)	Not required
12.	Concessionaire Identification (clause 31)	Not required
13.	Insurance (To be obtained by Concessionaire) (clause 12)	Types and amounts: Public Liability Insurance for: (a) General indemnity for an amount no less than \$1,000,000.00
14.	Addresses for Notices (clause 24)	<p>The Grantor's address is:</p> <p>Street Address: Dunedin Service Centre Level 1 John Wickliffe House 265 Princes Street Dunedin 9016</p> <p>Postal Address: Dunedin Shared Service Centre PO Box 5244 Dunedin 9054</p> <p>Phone: 03 477 0677 Email: transactioncentre@doc.govt.nz</p>
		<p>The Concessionaire's address in New Zealand is:</p> <p>Street Address 14-16 Palmerston Street Westport 7825</p> <p>Postal Address: PO Box 250 Westport 7866</p> <p>Phone: 03 788 8073 Email: s.9(2)(a) (Bathurst Resources Limited, General Manager Consents & Planning)</p>
15.	Guarantee (clause 29)	Not required

16.	Special Conditions (clause 34)	See Schedule 3
17.	Processing Fee (clause 4)	\$995.00 plus GST

Note: The clause references are to the Grantors Standard Terms and Conditions of Licence set out in Schedule 2.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SCHEDULE 2

STANDARD TERMS AND CONDITIONS OF LICENCE

1. Interpretation

- 1.1 Where the Grantor's consent or approval is expressly required under a provision of this Concession, the Concessionaire must seek the consent or approval of the Grantor for each separate occasion it is required notwithstanding that the Grantor has granted consent or approval for a like purpose on a prior occasion.
- 1.2 The Concessionaire is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Concessionaire is liable under this Concession for any breach of the terms of the Concession by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Concessionaire.
- 1.3 Where this Concession requires the Grantor to exercise a discretion or give any approval or provides for any other actions by the Grantor, then the Grantor must act reasonably and within a reasonable time. When a consent is required under this Concession such consent must not be unreasonably withheld.
- 1.4 Where this Concession provides for approvals, directions, reports and consents to be given by one party to the other, those approvals, directions, reports and consents must be given by notice in writing and clause 24 is to apply.

2. What is being authorised?

- 2.1 The Concessionaire is only allowed to use the Land for the Concession Activity.
- 2.2 The Concessionaire must exercise reasonable skill, care and diligence in carrying out the Concession Activity, in accordance with standards of skill, care and diligence normally practised by suitably qualified and experienced people in carrying out such activities.
- 2.3 The Concessionaire must provide the Grantor with evidence of the competency and qualifications of its employees and contractors if the Grantor so requests.
- 2.4 The Concessionaire must not commence the Concession Activity until the Concessionaire has signed the Concession Document and returned one copy of this Document to the Grantor, as if it were a notice to be given under this Concession.

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

- 3.1 This Concession commences on the date set out in Item 3 of Schedule 1 and ends on the Final Expiry Date specified in Item 5 of Schedule 1.
- 3.2 If there is a right of renewal, then the Grantor at the Concessionaire's cost must renew the Term for a further period as set out in Item 4 of Schedule 1 provided the Concessionaire:

- (a) gives the Grantor at least three month's written notice before the end of the Term, which notice is to be irrevocable, of the Concessionaire's intention to renew this Concession; and
 - (b) at the time notice is given in accordance with this clause the Concessionaire is not in breach of this Concession.
- 3.3 The renewal is to be on the same terms and conditions expressed or implied in this Concession except that the Term of this Concession plus all further renewal terms is to expire on or before the Final Expiry Date.

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

- 4.1 The Concessionaire must pay the Processing Fee (Item 17 of Schedule 1) to the Grantor in the manner directed by the Grantor. Except where the Grantor's written consent has been given, the Concessionaire cannot commence the Concession Activity until the Processing Fee has been paid.
- 4.2 The Concessionaire must pay to the Grantor in the manner directed by the Grantor the Concession Fee and any other payment comprised in the Total Payment specified in Item 6 of Schedule 1 in the instalments and on the Concession Fee Payment Date specified in Items 7, and 8 of Schedule 1.
- 4.3 If the Concessionaire fails to make payment within 14 days of the Concession Fee Payment Date then the Concessionaire is to pay interest on the unpaid Concession Fee from the Concession Fee Payment Date until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

5. When can the fee be reviewed?

- 5.1 The Grantor is to review the Concession Fee on the Concession Fee Review Dates in the following manner:
 - (a) The Grantor must commence the review not earlier than 3 months before a Concession Fee Review Date and no later than 9 months following the Concession Fee Review Date by giving notice to the Concessionaire.
 - (b) Subject to clause 5.1(e) the notice must specify the Concession Fee which the Grantor considers to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987.
 - (c) If, within 28 days of receipt of the Grantor's notice, the Concessionaire gives notice to the Grantor that the Concessionaire disputes the proposed new Concession Fee, the new Concession Fee is to be determined in accordance with clause 5.2(a) or (b).
 - (d) If the Concessionaire does not give notice to the Grantor under clause 5.1(c) the Concessionaire is to be deemed to have accepted the Concession Fee specified in the Grantor's notice.
 - (e) Notwithstanding clause 5.1(b) the new Concession Fee so determined or accepted must not be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date and is to be the Concession Fee payable by the Concessionaire from the Concession Fee Review Date.

- (f) Until determination of the new Concession Fee, the Concession Fee payable by the Concessionaire from the Concession Fee Review Date is to be the Concession Fee specified in the Grantor's notice. On determination of the new Concession Fee an adjustment is to be made and paid, either by the Grantor or by the Concessionaire, whichever is applicable.

5.2 Immediately the Concessionaire gives notice to the Grantor under clause 5.1(c) the parties are to endeavour to agree on a new Concession Fee. If the parties are unable to reach agreement within 28 days the new Concession Fee is to be determined either:

- (a) By one party giving notice to the other requiring the new Concession Fee to be determined by the Disputes clause (clause 22) or, if the parties agree,
- (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
 - (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.
 - (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
 - (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If they fail to agree the Concession Fee is to be determined by the umpire.
 - (v) In determining the Concession Fee the valuers or umpire are to disregard the annual cost to the Concessionaire to maintain or provide access to the Land.
 - (vi) Each party is to be given the opportunity to make written or oral representations or submissions to the valuers or the umpire subject to such reasonable time and other limits as the valuers or the umpire may prescribe.
 - (vii) The valuers or the umpire must have regard to any such representations but are not bound by them.
- (c) The valuers or umpire must give written notice to the parties once they have determined the new Concession Fee. The notice is to be binding on the parties and is to provide how the costs of the determination are to be borne.
- (d) (i) If a Concession Fee Review Date is postponed because of a moratorium imposed by law the Concession Fee Review is to take place at the date the moratorium is lifted or so soon afterwards as is practicable; and

- (ii) the Concession Fee Review is to establish the market value for the Concession Activity as at that date instead of the date fixed under clause 5.1 having regard to the matters specified in section 17Y(2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date; and
- (iii) each subsequent Concession Fee Review is to take place in accordance with the procedure fixed in clause 5.1.

6. Are there any other charges?

- 6.1 The Concessionaire must pay all levies rates and other charges, including utility charges payable in respect of the Land or for the services provided to the Land which relate to the Concessionaire's use of the Land or the carrying on of the Concession Activity.
- 6.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 6.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.
- 6.4 Where the Grantor or Director-General has provided a community service, benefit or facility for the benefit of the Concessionaire under section 17ZH of the Conservation Act 1987, the Concessionaire must pay the Grantor the amount specified in Item 7 of Schedule 1 as part of the Total Payment specified in Item 6 of Schedule 1 on the Concession Fee Payment Dates specified in Item 8 of Schedule 1.

7. When can the Concession be assigned?

- 7.1 The Concessionaire must not transfer, sub licence, assign, mortgage or otherwise dispose of the Concessionaire's interest under this Concession or any part of it (which includes the Concessionaire entering into a contract or any other arrangement whatsoever whereby the Concession Activity would be carried out by a person (called the assignee) other than the Concessionaire) without the prior written consent of the Grantor.
- 7.2 The Grantor may in the Grantor's discretion decline any application for consent under clause 7.1.
- 7.3 Sections 17P, 17S, 17T, 17U, 17W, 17X, 17ZB and 17ZC of the Conservation Act 1987 apply to applications for consent under this clause unless the Grantor, in the Grantor's discretion, decides otherwise.
- 7.4 If the Grantor gives consent under this clause then the Concessionaire remains liable to observe and perform the terms and conditions of this Concession throughout the Term and is to procure from the Assignee a covenant to be bound by the terms and conditions of this Concession.
- 7.5 The Concessionaire must pay the costs reasonably incurred by the Grantor incidental to any application for consent, whether or not such consent is granted.

- 7.6 If the Concessionaire is not a publicly listed company then any change in the shareholding of the Concessionaire altering the effective control of the Concessionaire is to be deemed to be an assignment and requires the consent of the Grantor.

8. What are the obligations to protect the environment?

- 8.1 The Concessionaire must not cut down or damage any vegetation; or damage any natural feature or historic resource on the Land; or light any fire on the Land without the prior consent of the Grantor.
- 8.2 The Concessionaire must at its cost keep the Land in a clean and tidy condition and free of weeds and all organisms specified as pests in a relevant pest management strategy.
- 8.3 The Concessionaire must not store hazardous materials on the Land nor store other materials on the Land where they may obstruct the public or create a nuisance
- 8.4 If directed by the Grantor, the Concessionaire must take all steps necessary to control, or, at the Grantor's option, contribute to the cost of controlling any pest, insect or rodent infestation occurring in or emanating from the Land or any structure or facility on the Land, and if directed by the Grantor, engage a pest exterminator approved by the Grantor.
- 8.5 The Concessionaire must make adequate provision for suitable sanitary facilities for the Land if directed by the Grantor and for the disposal of all refuse material and is to comply with the reasonable directions of the Grantor in regard to these matters.
- 8.6 The Concessionaire must keep all structures, facilities and land alterations and their surroundings in a clean and tidy condition. If reasonably directed by the Grantor the Concessionaire must paint all structures and facilities in colours approved by the Grantor and with paints of a type approved by the Grantor.
- 8.7 If, during the Term, the Concessionaire removes a structure or facility from the Land the Concessionaire must, unless the Grantor directs otherwise, repair and make good at its own expense all damage which may have been done by the removal and must leave the Land in a clean and tidy condition.
- 8.8 The Concessionaire must not bury:
- (a) any toilet waste within 50 metres of a water source on the Land; or
 - (b) any animal or fish or any part thereof within 50 metres of any water body, water source or public road or track.

9. What about Environmental Monitoring?

- 9.1 The Concessionaire must, during the Term, if the Grantor so directs, design in consultation with the Grantor and undertake a programme to monitor and report on the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

- 9.2 If the Grantor does not issue a direction under clause 9.1 the Concessionaire must, during the Term, pay to the Grantor the annual Environmental Monitoring Contribution specified in Item 6 of Schedule 1 to enable the Grantor to design and undertake a programme to monitor the environmental effects of the Concessionaire's use of the Land and conduct of the Concession Activity.

10. When can new structures be erected or land alterations occur?

- 10.1 The Concessionaire must not erect, alter or bring on to the Land any structure not authorised in Schedule 3 nor alter the Land in any way without the prior approval of the Grantor.
- 10.2 In giving approval under clause 10.1 the Grantor may, in the Grantor's sole and absolute discretion, impose any reasonable terms and conditions, including a review of the Concession Fee, as the Grantor considers appropriate under this clause; and may also decline the grant of such approval after consideration of the relevant conservation and environmental issues.
- 10.3 The Concessionaire must pay to the Grantor all costs associated with applications for approval under this clause determined at the standard rates then applying in the Department for cost recovery of staff time and expenses.
- 10.4 The Concessionaire must, upon request by the Grantor, submit written engineering or building plans and details to the Grantor for approval before:
- (a) erecting new structure or altering any structure on the Land
 - (b) altering the Land in any way.
- 10.5 The Concessionaire must at all times where a building warrant of fitness under the Building Act 2004 is required display a copy of the relevant current certificate showing the location of the compliance schedule in a place in each building (as defined in that Act) on the Land to which users of the building have ready access.
- 10.6 The Concessionaire must keep and maintain all building systems and any structure on the Land in accordance with the requirements of any compliance schedule.
- 10.7 The Concessionaire must retain and make available to any territorial authority and any other person with a right to inspect any structures on the Land under the Building Act 2004 a copy of the compliance schedule, together with the written reports relating to compliance with the compliance schedule over the previous two-year period.

11. What about advertising?

- 11.1 The Concessionaire must not erect or display any signs or advertising on the Land without the prior approval of the Grantor. At the expiry or termination of this Concession the Concessionaire must remove all signs and advertising material and make good any damage caused by the removal.
- 11.2 If directed by the Grantor, the Concessionaire must ensure that all its advertising and promotional material specifies that it is carrying out the Concession Activity under a Concession granted by the Grantor on land administered by the Department.

- 11.3 If directed by the Grantor, the Concessionaire must include information in its advertising and promotional material which assists its clients to understand the features and values of the natural and historic resources of the Land and the surrounding area.
- 11.4 The Concessionaire is encouraged to obtain information from and have regard to the views of tangata whenua.

12. What are the liabilities and who insures?

- 12.1 The Concessionaire agrees to use the Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Land.
- 12.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses, and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.
- 12.3 This indemnity is to continue after the expiry or termination of this Concession in respect of any acts or omissions occurring or arising before its expiry or termination.
- 12.4 The Concessionaire has no responsibility or liability for costs, loss, or damage of whatsoever nature arising from any act or omission or lack of performance or any negligent or fraudulent act or omission by the Grantor, or any contractor or supplier to the Grantor, or any employee or agent of the Grantor.
- 12.5 Despite anything else in clause 12 the Concessionaire is not liable for any indirect or consequential damage or loss howsoever caused.
- 12.6 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Land, the Concession Activity, or to any structures, equipment or facilities on the Land or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 12.7, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 12.7 Where the Grantor is found to be liable in accordance with clause 12.6, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Concessionaire's structures, equipment, and facilities.
- 12.8 Despite anything else in clause 12 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.
- 12.9 Without prejudice to or in any way limiting its liability under this clause 12 the Concessionaire at the Concessionaire's expense must take out and keep current policies for insurance and for the amounts not less than the sums specified in Item 13 of Schedule 1 with a substantial and reputable insurer.
- 12.10 After every three-year period of the Term the Grantor may, on giving 10 working days' notice to the Concessionaire, alter the amounts of insurance required under clause 12.9. On receiving such notice, the Concessionaire must within 10 working days take out and keep current policies for insurance and for the amounts not less than the sums specified in that notice.
- 12.11 The Concessionaire must provide to the Grantor within 5 working days of the Grantor so requesting:

- (a) details of any insurance policies required to be obtained under this Concession, including any renewal policies if such renewal occurs during the Term; and/ or;
- (b) a copy of the current certificate of such policies.

13. What about Health and Safety?

- 13.1 The Concessionaire must exercise the rights granted by this Concession in a safe and reliable manner and must comply with the Health and Safety at Work Act 2015 and its regulations and all other provisions or requirements of any competent authority relating to the exercise of this Concession. The Concessionaire must comply with its safety plan (if one is required in Item 11 of Schedule 1), and with any safety directions of the Grantor.
- 13.2 Before commencing the Concession Activity the Concessionaire must, where the Concessionaire has Qualmark or Outdoorsmark certification, provide the Grantor with a copy of that certification.
- 13.3 If the Concessionaire does not hold Qualmark or Outdoorsmark certification then before commencing the Concession Activity the Concessionaire must, if required by Item 11 of Schedule 1:
 - (a) prepare a safety plan;
 - (b) have it audited by a suitably qualified person approved by the Grantor; and forward to the Grantor a certificate from the auditor certifying that the safety plan is suitable for the Concession Activity; and
 - (c) the Concessionaire must obtain from the auditor details as to when the safety plan is to be re-audited. The Concessionaire must comply with any such requirement to re-audit and forward a copy of the re-audit certificate to the Grantor within 5 working days of the certificate being issued.
- 13.4 For any Concession Activity that is subject to the Health and Safety at Work (Adventure Activities) Regulations 2016, proof of registration with WorkSafe New Zealand will satisfy the Grantor's requirement under clause 13.3(b).
- 13.5 The Grantor may at any time request the Concessionaire to provide the Grantor with a copy of the current safety plan in which case the Concessionaire must provide the copy within 10 working days of receiving the request.
- 13.6 Receipt of the safety plan/audit certificate by the Grantor is not in any way to limit the obligations of the Concessionaire under clause 13 and is not to be construed as implying any responsibility or liability on the part of the Grantor.
- 13.7 The Concessionaire must:
 - (a) notify the Grantor of any natural events or activities on the Land or the surrounding area which may endanger the public or the environment;
 - (b) take all practicable steps to protect the safety of all persons present on the Land and must, where necessary, erect signposts warning the public of any dangers they may encounter as a result of the Concessionaire's operations;

- (c) take all practicable steps to eliminate any dangers to the public and must clearly and permanently mark any that remain and of which the Concessionaire is aware;
- (d) record and report to the Grantor all accidents involving serious harm within 24 hours of their occurrence and forward an investigation report within 3 days of the accident occurring;
- (e) ensure that all contracts between the Concessionaire and any contractors contain, at a minimum, the same requirements as clause 13;
- (f) be satisfied that facilities or equipment provided by the Grantor to enable the Concession Activity to be carried out meet the safety requirements of the Concessionaire;
- (g) not bring onto the Land or any land administered by the Department any dangerous or hazardous material or equipment which is not required for purposes of the Concession Activity; and if such material or equipment is required as part of the Concession Activity, the Concessionaire must take all practicable steps at all times to ensure that the material or equipment is treated with due and proper care.

14. What are the compliance obligations of the Concessionaire?

14.1 The Concessionaire must comply where relevant:

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

14.2 The Concessionaire must comply with this Concession.

- 14.3 A breach or contravention by the Concessionaire of a relevant conservation management strategy, conservation management plan, management plan or any statement of general policy referred to in clause 14.1(a) is deemed to be a breach of this Concession.
- 14.4 A breach or contravention by the Concessionaire of any Legislation affecting or relating to the Land or affecting or relating to the Concession Activity is deemed to be a breach of this Concession.

15. What are the Grantor's rights to remedy defaults?

- 15.1 The Grantor may elect to remedy at any time, after giving notice, if practicable, any default by the Concessionaire under this Concession. Before electing to so remedy in accordance with this clause, the Grantor must, if practicable, first give the Concessionaire notice of the default and a reasonable opportunity to remedy the default.
- 15.2 The Concessionaire must pay to the Grantor forthwith on demand all reasonable costs and expenses incurred by the Grantor, including legal costs and expenses as between solicitor and client, in remedying such default. The Concessionaire is to pay interest on such costs and expenses if payment is not made within 14 days of the Grantor's demand from the date of the demand until the date of payment at the Penalty Interest Rate specified in Item 9 of Schedule 1.

16. When can the Concession be suspended?

- 16.1 If, in the Grantor's opinion, there is a temporary risk to any natural or historic resource on or in the vicinity of the Land or to public safety whether arising from natural events such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire, then the Grantor may suspend this Concession.
- 16.2 If, in the Grantor's opinion, the activities of the Concessionaire are having or may have an adverse effect on the natural, historic or cultural values or resources of the Land and the Grantor considers that the effect can be avoided, remedied or mitigated to an extent satisfactory to the Grantor, then the Grantor may suspend this Concession until the Concessionaire avoids, remedies or mitigates the adverse effect to the Grantor's satisfaction.
- 16.3 The Grantor may suspend the Concession for such period as the Grantor determines where the Concessionaire has breached any terms of this Concession.
- 16.4 The Grantor may suspend this Concession while the Grantor investigates any of the circumstances contemplated in clauses 16.1 and 16.2 and also while the Grantor investigates any potential breach or possible offence by the Concessionaire, whether or not related to the Concession Activity under the Conservation Act 1987 or any of the Acts mentioned in the First Schedule of that Act.
- 16.5 The word "investigates" in clause 16.4 includes the laying of charges and awaiting the decision of the Court.
- 16.6 During any period of temporary suspension arising under clauses 16.1 or 16.2 the Concession Fee payable by the Concessionaire is to abate in fair proportion to the loss of use by the Concessionaire of the Land.

- 16.7 The Grantor is not to be liable to the Concessionaire for any loss sustained by the Concessionaire by reason of the suspension of the Concession under this clause 16 including loss of profits.

17. When can the Concession be terminated?

17.1 The Grantor may terminate this Concession either in whole or in part:

- (a) by 14 days notice to the Concessionaire if the Concession Fee or any other money payable to the Grantor under this Concession is in arrears and unpaid for 14 days after any of the days appointed for payment whether it has been lawfully demanded or not; or
- (b) by 14 days notice to the Concessionaire or such sooner period as it appears necessary and reasonable to the Grantor if.
 - (i) the Concessionaire breaches any terms of this Concession and in the Grantor's sole opinion the breach is able to be rectified; and
 - (ii) the Grantor has notified the Concessionaire of the breach; and
 - (iii) the Concessionaire does not rectify the breach within 7 days of receiving notification; or such earlier time as specified by the Grantor; or
- (c) by notice in writing to the Concessionaire where the Concessionaire breaches any terms of this Concession and in the sole opinion of the Grantor the breach is not capable of being rectified; or
- (d) immediately by notice in writing to the Concessionaire where the Concessionaire breaches clauses 12.9 and 13; or
- (e) by notice in writing to the Concessionaire if the Concessionaire ceases to conduct the Concession Activity or, in the reasonable opinion of the Grantor, the conduct of the Concession Activity is manifestly inadequate; or
- (f) by notice in writing to the Concessionaire if the Concessionaire is convicted of an offence under the Conservation Act 1987 or any of the Acts listed in the First Schedule to that Act or any statute, ordinance, regulation, bylaw, or other enactment affecting or relating to the Land or which in the Grantor's sole opinion affects or relates to the Concession Activity; or
- (g) by notice in writing to the Concessionaire if the Concessionaire or the Guarantor is dissolved; or enters into any composition with or assignment for the benefit of its creditors; or is adjudged bankrupt; or being a company, has a receiver appointed; or is put into liquidation; or is placed under statutory management; or has a petition for winding up presented against it; or is otherwise unable to pay its debts as they fall due; or the estate or interest of the Concessionaire is made subject to a Writ of Sale or charging order; or the Concessionaire ceases to function or operate; or

- (h) immediately if there is, in the opinion of the Grantor, a permanent risk to public safety or to the natural and historic resources of the Land whether arising from the conduct of the Concession Activity or from natural causes such as earthquake, land slip, volcanic activity, flood, or arising in any other way, whether or not from any breach of the terms of this Concession on the part of the Concessionaire.

- 17.2 The Grantor may exercise its power to terminate under 17.1(h) without giving notice.
- 17.3 The Grantor may exercise the Grantor's right under this clause to terminate the Concession notwithstanding any prior waiver or failure to take action by the Grantor or any indulgence granted by the Grantor for any matter or default.
- 17.4 Termination of the Concession is not to prejudice or affect the accrued rights or claims and liabilities of the parties.

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

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

19. When is the Grantor's consent required?

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

20. Are there limitations on public access and closure?

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

21. What about other concessions?

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

22. How will disputes be resolved?

- 22.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.
- 22.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 22.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator, the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 22.4 The arbitrator must include in the arbitration award reasons for the determination.
- 22.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

23. What about prosecution for offences?

- 23.1 Where any breach of this Concession by the Concessionaire also constitutes an offence under the Resource Management Act 1991, the Conservation Act 1987, or any of the Acts listed in the First Schedule to that Act:
- (a) no waiver or failure to act by the Grantor under this Concession is to preclude the Grantor from prosecuting the Concessionaire; and
 - (b) no failure by the Grantor to prosecute the Concessionaire is to preclude the Grantor from exercising the Grantor's remedies under this Concession; and
 - (c) any action of the Grantor in prosecuting the Concessionaire is not to preclude the Grantor from exercising the Grantor's remedies under this Concession.

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

- 24.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre-paid post or email to the receiving party at the address, fax number or email address specified in Item 14 or 15 of Schedule 1. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of fax, on the date of dispatch;
 - (c) in the case of post, on the 3rd working day after posting;
 - (d) in the case of email, on the date receipt of the email is acknowledged by the addressee by return email or otherwise in writing.
- 24.2 If any party's details specified in Item 14 or 15 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

25. What is the scope of the Concession?

- 25.1 Except as provided by legislation, this Concession and any written variation agreed by the parties contain the entire understanding between the parties with reference to the subject matter of this Concession and there is no other agreement, representation or warranty whether it is expressed or implied which in any way extends, defines or otherwise relates to the provisions of this Concession.

26. Can provisions be severed?

- 26.1 Any illegality, or invalidity or unenforceability of any provision in this Concession is not to affect the legality, validity or enforceability of any other provisions.

27. What about the payment of costs?

- 27.1 The Concessionaire must pay the Grantor's legal costs and expenses of and incidental to preparing and signing this Concession or any extension or variation of it.
- 27.2 The Concessionaire must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collecting agencies engaged by the Grantor) arising out of and associated with steps taken by the Grantor to enforce or attempt to enforce the Grantor's rights and powers under this Concession including the right to recover outstanding money owed to the Grantor.

28. What is the relationship of parties?

- 28.1 Nothing expressed or implied in this Concession is to be construed as:
- (a) constituting the parties as partners or joint venturers;
 - (b) conferring on the Concessionaire any right of exclusive occupation or use of the Land;
 - (c) granting any exclusive estate or interest in the Land to the Concessionaire;
 - (d) affecting the rights of the Grantor and the public to have access across the Land.

29. What about a Guarantee?

- 29.1 Where the Grantor has in Item 15 of Schedule 1 required this Concession to be guaranteed by a third party the following clauses are to apply.
- 29.2 In consideration of the Grantor entering into this Concession at the Guarantor's request the Guarantor:
- (a) guarantees payment of the Concession Fee and the performance by the Concessionaire of the covenants in this Concession; and
 - (b) indemnifies the Grantor against any loss the Grantor might suffer should the Concession be lawfully disclaimed or abandoned by any liquidator, receiver, or other persons.
- 29.3 The Guarantor covenants with the Grantor that:
- (a) no release, delay, or other indulgence given by the Grantor to the Concessionaire, to the Concessionaire's successors or assigns, or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety is to release, prejudice, or affect the liability of the Guarantor as a Guarantor or as indemnifier;
 - (b) as between the Guarantor and Grantor the Guarantor may, for all purposes, be treated as the Concessionaire and the Grantor is under no obligation to take proceedings against the Concessionaire before taking proceedings against the Guarantor;
 - (c) the guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the Concession Fee;
 - (d) any assignment of this Concession and any Concession Fee Review in accordance with this Concession are not to release the Guarantor from liability;
 - (e) should there be more than one Guarantor the liability of each Guarantor under this Guarantee is to be joint and several.

30. What about Co-Siting?

- 30.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 30.2 The Concessionaire must not allow Co-Siting on the Land without the prior written consent of the Grantor.
- 30.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Land.
- 30.4 In addition, the Grantor must withhold consent if:
- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Land; or
 - (b) the Grantor considers the change to be detrimental to the environment of the Land.

- 30.5 Subject to clause 30.4 the Concessionaire must, if required by the Grantor, allow Co- Siting on the Land.
- 30.6 Where the Concessionaire maintains that Co-Siting by a third party on the Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Land; or
 - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Land; or
 - (d) interfere with or prevent future forecast works of the Concessionaire,
- the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 30.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 30.6.
- 30.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.
- 30.8 Where the Concessionaire is required under clause 30.5 to allow Co-Siting on the Land, the Concessionaire is, subject to clause 30.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Land and to receive a reasonable fee from them for any agreed activity they intend to carry out on the Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:
- (a) any written comments or submissions of the Concessionaire and third party;
 - (b) market value for the concession activity proposed by the third party having regard to the matters specified in Section 17Y(2) of the Conservation Act 1987;
 - (c) any other matters the Grantor considers relevant.
- 30.9 If the Concessionaire does not accept the Grantor's determination, the Concessionaire may dispute this in accordance with the procedure set out in clause 22 of Schedule 2.
- 30.10 For the avoidance of doubt, a Co-Sitee permitted on the Land must enter into a separate concession with the Grantor in terms of which the Co-Sitee may be required to pay to the Grantor a concession fee and environmental premium assessed in respect of the Co-Sitee's activity on the Land. This separate concession must not contain provisions that conflict with the Concessionaire's rights and obligations in relation to the Land.

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

31. What about Identification cards?

- 31.1 Before commencing the Concession Activity the Concessionaire must, if required by the Grantor in Item 12 of Schedule 1, obtain Concessionaire Identification cards from the Grantor. The Grantor is to supply such cards to the Concessionaire on a cost recovery basis.
- 31.2 The Concessionaire and any person acting under the authority of the Concession must carry and display a Concession Identification card when carrying out the Concession Activity.
- 31.3 The Concessionaire must obtain sufficient cards to ensure all people acting under the authority of the Concession can carry and display such cards when undertaking the Concession Activity.
- 31.4 The Concessionaire may also access, use and/ or display the Grantor's "Approved Label". This right only exists once the Concessionaire agrees to comply with the Grantor's Approved Label terms and conditions and while the Concession remains operative. When the Concessionaire so requests the Grantor is to forward the Concessionaire an electronic link to the Approved Label. This electronic link is to contain the Approved Label terms and conditions.
- 31.5 The right under this clause 31.4 does not affect the obligation in this clause 31 to carry and display a Concession Identification card.

32. Which clauses survive termination?

- 32.1 Clauses 12 and 24 survive the termination of this Concession.

33. When can the conditions of the Concession be varied?

- 33.1 The Grantor may on each Concession Fee Review Date, after first consulting with the Concessionaire, vary any condition of this Concession to make the condition more effective in addressing adverse effects resulting from the Concession Activity.
- 33.2 Nothing in clause 33.1 otherwise affects the Grantor's rights to vary the Concession under section 17ZC of the Conservation Act 1987.

34. Are there any Special Conditions?

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

35. The Law

- 35.1 This Concession is to be governed by, and interpreted in accordance with the laws of New Zealand

SCHEDULE 3

SPECIAL CONDITIONS

Climate Change Considerations

1. The Concessionaire acknowledges that the Grantor 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 activities conducted on public conservation land and waters. The reviews are likely to result in policies which seek to measure, manage and reduce greenhouse gas emissions from Concession Activities. The Grantor wishes to signal to the Concessionaire that new concession conditions related to both climate change mitigation and adaptation may be imposed during the life of this Concession to address greenhouse gas emissions associated with the Concession Activity.
2. If the Grantor requests data relating to greenhouse gas emissions associated with the Concession Activity, the Concessionaire must provide any relevant data that is reasonably available to it within 6 months of the Grantor's request.
3. The Grantor may review and amend the conditions of this Concession to reflect climate change-related legislation and government or Departmental policy and those conditions ("Revised Conditions") may, amongst other things, require the Concessionaire to measure, manage and reduce the greenhouse gas emissions of the Concession Activity.
4. Before amending the conditions of this Concession in accordance with clause 3, the Grantor will provide the Concessionaire the draft Revised Conditions. The Concessionaire may provide written comments on those draft Revised Conditions within 60 days. The Grantor must take into account any comments received from the Concessionaire on the Revised Conditions before finalising the Revised Conditions.
5. The Revised Conditions will apply to the Concession Activity 4 months after the Grantor has notified the Concessionaire of the Revised Conditions in accordance with clause 4 or any later date specified in the Revised Conditions.

In respect to Ngāi Tahu

6. The Concessionaire is requested to consult the relevant Papatipu Runanga (<http://ngaitahu.iwi.nz/contact/contact-papatipu-runanga/>) if they wish to use Ngāi Tahu cultural information. If the Concessionaire wishes to use the Tōpuni or statutory acknowledgement information contained in schedules 14-108 of the Ngāi Tahu Claims Settlement Act 1998, or any Department produced interpretative material in respect to Ngāi Tahu cultural information, they are requested to notify the relevant Papatipu Runanga, as a matter of courtesy.
7. The Concessionaire must, as far as practicable, attend any workshops held by the Department for the purpose of providing information to concessionaires, which is to include the Ngāi Tahu values associated with Tōpuni areas.
8. The Concessionaire must ensure any persons employed by the Concessionaire are requested to recognise and provide for Ngāi Tahu values in the conduct of their activities.

Didymo / Freshwater Pests

9. The Concessionaire must comply and ensure its clients comply with the Ministry for Primary Industry (MPI)'s "Check, Clean, Dry" cleaning methods to prevent the spread of didymo (*Didymosphenia geminata*) and other freshwater pests when moving between waterways. "Check, Clean, Dry" cleaning methods can be found at <https://www.mpi.govt.nz/travel-and-recreation/outdoor-activities/check-clean-dry/>. The Concessionaire must regularly check this website and update their precautions accordingly.

Myrtle Rust

10. The Concessionaire must know the plants that are affected by myrtle rust and what the rust symptoms look like. This serious fungal disease only affects plants in the myrtle (myrtaceae) family which includes pōhutukawa, mānuka, kānuka, and ramarama. See <https://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust/>.
11. If the Concessionaire encounters suspected symptoms of myrtle rust, the Concessionaire must not touch it and must take the following steps:
 - (a) Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66;
 - (b) Take clear photos, including the whole plant, the whole affected leaf, and a close-up of the spores/affected areas of the plant;
 - (c) Don't touch or try to collect samples as this may increase the spread of the disease;
 - (d) If accidental contact with the affected plant or rust occurs, bag clothing and wash clothes, bags and shoes as soon as possible.

Aircraft Use

12. Access to the Land for maintenance and servicing of buildings and facilities is authorised by helicopter using an existing Departmental Concessionaire and is limited to four (4) scheduled routine maintenance inspections per annum. Helicopters are to land as close as practicably possible to the Site.

Use of the Land

13. The Concessionaire must ensure that the facility is operated to professionally accepted Telecommunications standards.
14. The Concessionaire must remove from the Land any batteries that are not in service or good condition.
15. All conducting links to antennae, aerials, power sources and transmitting equipment are to be by way of cables directly fastened to the structures or buried in the ground. No power cables, or other wires or lines are to be strung through the air.
16. The Concessionaire must ensure that the operation of its equipment on the Land, does not interfere with any other similar operation authorised by the Grantor. If technical/operational interference does occur and it is attributable to the operation of the Concessionaire's equipment, then the Concessionaire must correct the problem, at no expense to the Grantor.

Update/Relocate

17. The Concessionaire may be required to update or relocate the facilities as a result of developments in technology, if in the Grantors opinion, this enables the existing impacts or effects to be reduced or eliminated.

Vegetation

18. The Concessionaire and any subsequent contractor must not trim, clear or remove any indigenous vegetation.

Tracks

19. The Concessionaire and any subsequent contractor must not construct any tracks.

Weeds

20. The Concessionaire is to control weeds on the Land for the term of the Concession. Prior to access to the Land for maintenance visits, all equipment and materials are to be checked, cleaned to ensure that they are free of weed seeds and soil.

Fires

21. No fires are to be lit on the Land and extreme care is to be taken with equipment likely to start fires. A fire extinguisher is to be kept in each facility on the site at all times.

Rubbish

22. The Concessionaire and any subsequent contractor must ensure that all rubbish is removed from the Land.

Rehabilitation

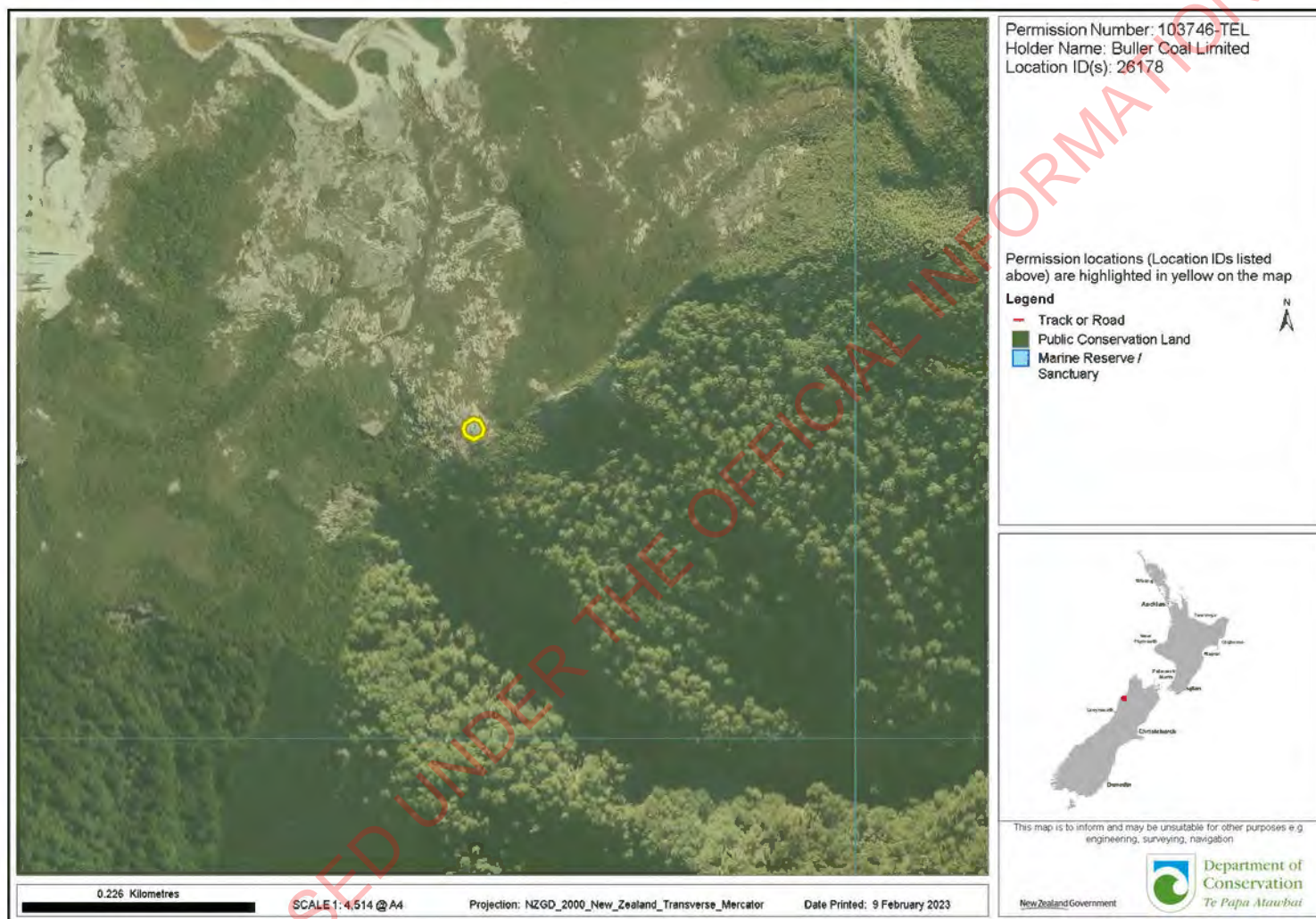
23. The Concessionaire must remove structures and rehabilitate the Land to the satisfaction of the Conservator upon surrender or expiry of the Concession.

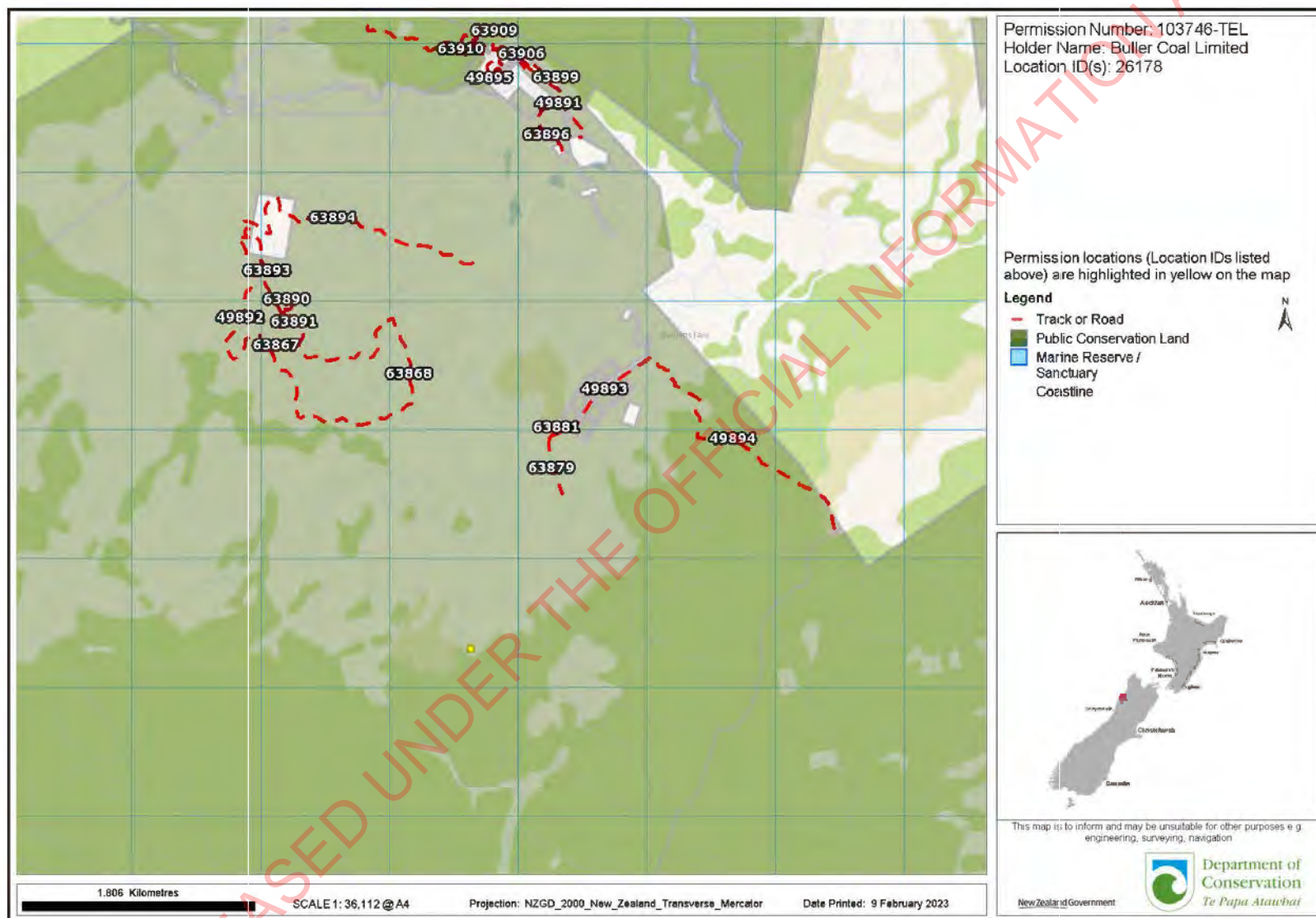
Grantor's Use of the Land

24. The Concessionaire if so requested in writing by the Grantor, must make available, where practicable, with no adjustment to the Concession Fee or to other money payable under this Concession, space on its Telecommunication Works for the Grantor to establish and operate telecommunication equipment for the Grantor's emergency use provided that:
 - (a) any mast or building which may be affected by such a request is not required for the Concessionaire's own purposes; and
 - (b) such use of the Concessionaire's Works does not exceed the period of one month at any one time.

25. If at a later date the mast or building is not required by the Concessionaire for its own purposes and the Grantor wishes to continue with the operation of its telecommunication equipment, the Grantor may adjust the Concession Fee, provided that such adjustment must reflect that the mast or building is no longer required by the Concessionaire. If the Concessionaire disputes the Grantor's adjustment, then the adjustment is to be determined in accordance with clause 22 of Schedule 2.
26. Should the Grantor require it, the Concessionaire agrees to provide space on or in the Concessionaire's Works to enable the Grantor to conduct its own telecommunication activity on the Land for such period (up to one day less than the Term or Final Expiry Date should the Concessionaire exercise any right of renewal) as the Grantor requires.
27. The Grantor's telecommunication equipment must be installed in the positions on the Land which:
 - (a) have been agreed;
 - (a) in such other positions as the Concessionaire may reasonably require; or
 - (b) in such other positions as the Grantor may request the Concessionaire to agree to, such consent not to be unreasonably withheld.
28. The Grantor must only use such equipment for the purpose of operating the Grantor's own radio facility on the frequency or frequency bands agreed.
29. The Grantor may adjust the Concession Fee to take into account the Grantor's use. If the Concessionaire disputes the Grantor's adjustment, then the adjustment is to be determined in accordance with clause 22 of Schedule 2.
30. The Grantor must keep and maintain its equipment in good repair.
31. The Concessionaire must advise the Grantor if it believes the Grantor's equipment is causing any interference and the parties are to use their best endeavours to confirm and eliminate the cause of the interference. The costs of remedying the interference are to be the responsibility of the party who installed the most recent equipment on the Land and that equipment has caused or has suffered from such interference.

SCHEDULE 4 Plan or map





ACCESS ARRANGEMENT SIXTH VARIATION

THIS SIXTH AGREEMENT varying and modifying the Access Arrangement for Mining Permit 51279 dated 21 May 2013.

Date of execution of this variation 22 June 2023

Parties:

The Minister of Conservation {hereinafter together with the Minister's agents referred to as "the Minister")

and

Buller Coal Limited (herein after referred to as "the Permit holder")

WHEREAS

- A. By an agreement for an access arrangement made pursuant to section 61 of the Crown Minerals Act 1991 on 21 May 2013 (the Access Arrangement) the Minister granted access to the public conservation land described in the First Schedule to that Access Arrangement on the terms and conditions set out in the Access Arrangement to the permit holder.
- B. On 22 May 2014 the Minister agreed to a first variation to the access arrangement as varied.
- C. On 29 October 2015 the Minister agreed to a second variation to the Access Arrangement.
- D. On 30 June 2016 the Minister agreed to a third variation to the Access Arrangement.
- E. On 11 June 2018 the Minister agreed to a fourth variation to the Access Arrangement.
- F. On 21 June 2023 the Minister agreed to a fifth variation to the Access Arrangement.
- G. This sixth variation varies the Access Arrangement and adjusts the not yet due compensation payments in accordance with clause 4 of the Access Arrangement.

The parties hereby AGREE as follows:

Variation of existing Schedules

1. That Schedule 1 of the Compensation Deed contained in the Fifth Schedule of the Access Arrangement is hereby varied by deleting the Schedule 1 of the Compensation Deed contained in the Fifth Schedule of the Access Arrangement and replacing it with the following new Schedule 1 of the Compensation Deed:

Schedule 1

Compensation payment sums and dates

Historic

Date for payment	Amount
On approval of first Annual Work Programme	\$0.00
On first anniversary of approval of first Annual Work Programme	\$0.00
On second anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$7,500 commencing 1 July 2016)	\$30,000.00
On third anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$5000 commencing 1 July 2017)	\$20,000.00
On fourth anniversary of approval of first Annual Work Programme	\$0.00
On fifth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$37,500 commencing 1 July 2019)	\$150,000.00
On sixth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$37,500 commencing 1 July 2020)	\$150,000.00
On seventh anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$42,500 commencing 1 July 2021)	\$170,000.00
On eight anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$17,250 commencing 1 July 2022)	\$69,000.00

Denniston Biodiversity Enhancement Area

Date for payment	Amount
On approval of first Annual Work Programme	\$205,450.00
On first anniversary of approval of first Annual Work Programme	\$0.00
On second anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$23,250 commencing 1 July 2016)	\$93,000.00
On third anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$23,900 commencing 1 July 2017)	\$95,600.00
On fourth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$70,750 commencing 1 July 2018)	\$283,000.00
On fifth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$65,000 commencing 1 July 2019)	\$260,000.00
On sixth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$45,000 commencing 1 July 2020)	\$180,000.00
On seventh anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$45,000 commencing 1 July 2021)	\$180,000.00
On eighth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$65,000 commencing 1 July 2022)	\$260,000.00
On ninth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$50,982.16 commencing 1 July 2023)	\$203,928.67

On tenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$50,982.16 commencing 1 July 2024)	\$203,928.67
On eleventh anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$50,982.16 commencing 1 July 2025)	\$203,928.67
On twelfth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$50,982.16 commencing 1 July 2026)	\$203,928.67
On thirteenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$50,982.16 commencing 1 July 2027)	\$203,928.67
On fourteenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$50,982.16 commencing 1 July 2028)	\$203,928.67
On fifteenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$50,982.16 commencing 1 July 2029)	\$203,928.67
On sixteenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$50,982.16 commencing 1 July 2030)	\$203,928.67
On seventeenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$50,982.16 commencing 1 July 2031)	\$203,928.67

Heaphy Biodiversity Enhancement Area

Date for payment	Amount
On approval of first Annual Work Programme	\$381,550.00
On first anniversary of approval of first Annual Work Programme	\$0.00
On second anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$48,675 commencing 1 July 2016)	\$194,700.00
On third anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$49,925 commencing 1 July 2017)	\$199,700.00
On fourth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$131,500 commencing 1 July 2018)	\$526,000.00
On fifth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$137,250 commencing 1 July 2019)	\$549,000.00
On sixth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$157,250 commencing 1 July 2020)	\$629,000.00
On seventh anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$157,250 commencing 1 July 2021)	\$629,000.00
On eighth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$135,500 commencing 1 July 2022)	\$542,000.00
On ninth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$520,228.67 commencing 1 July 2023)	\$2,080,914.69
On tenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$520,228.67 commencing 1 July 2024)	\$2,080,914.69
On eleventh anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$520,228.67 commencing 1 July 2025)	\$2,080,914.69
On twelfth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$520,228.67 commencing 1 July 2026)	\$2,080,914.69

On thirteenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$520,228.67 commencing 1 July 2027)	\$2,080,914.69
On fourteenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$520,228.67 commencing 1 July 2028)	\$2,080,914.69
On fifteenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$520,228.67 commencing 1 July 2029)	\$2,080,914.69
On sixteenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$520,228.67 commencing 1 July 2030)	\$2,080,914.69
On seventeenth anniversary of approval of first Annual Work Programme (Made in Quarterly Payments of \$520,228.67 commencing 1 July 2031)	\$2,080,914.69

This compensation equates to \$26,360,590.20 dollars + GST (in 2023 terms) over the life of mine, being made up of the following amounts;

\$589,000.00 for Historic values
 \$3,392,408.03 for Denniston Biodiversity Enhancement
 \$22,379,182.20 for Heaphy Biodiversity Enhancement

Confirmation of other Access Arrangement Conditions

2. Except to the extent to which they are varied by this variation the covenants, terms and conditions expressed and implied in the Access Arrangement continue to apply.
3. The Permit holder will pay the costs of and incidental to the preparation and completion of this variation.



Signed for and on behalf of the
 Minister of Conservation by
Suvi van Smit Operations
 Manager, Buller District,
 Department of Conservation, pursuant
 to a written delegation from the
 Minister of Conservation under the
 Crown Minerals Act 1991

in the presence of:



Signature: _____

Witness: Teresa Gutteridge

Signed on behalf of **Buller Coal Limited** by Directors:

Name: Richard Tacon

Signature: _____

and _____

Name: _____

Signature: _____

RELEASED UNDER THE OFFICIAL INFORMATION ACT