

ACCESS ARRANGEMENT

THIS AGREEMENT for an access arrangement pursuant to section 61 of the Crown Minerals Act 1991 is made on the 8th day of September ~~1997~~¹⁹⁹⁹ between **NICK SMITH** the Minister of Conservation (hereinafter together with the Minister's agents referred to as "the Minister") and **CASCADE MINING LTD** whose registered office is at Utopia Road, RD2, Westport (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 the various relevant sections of the Conservation Act 1987 and the Minister is responsible for that Department;
- (b) the permit holder has applied for a minerals permit (number 41.455) from the Minister of Energy pursuant to section 25 of the Crown Minerals Act 1991 to participate in **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 operations**.

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

1. **INTERPRETATION**

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

"Act" means the Crown Minerals Act 1991.

"Department" means the Department of Conservation.

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

"**Mining operations**" has the same meaning as defined in section 2 of the Crown Minerals Act 1991.

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

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

"Work programme" means the work programme referred to in clauses 6(b) and 23.

ASSIGNMENT

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

COMPENSATION

3. Pursuant to section 76 of the Act, the permit holder shall pay the Minister:
 - (i) \$2000 (plus GST) per hectare for any new area to be cleared for mining.
 - (ii) An annual payment of \$1000 (plus GST) for the intrusion of an industrial operation
 - (iii) A payment of \$500 (plus GST) per hectare for areas already occupied, being 10 hectares at \$500.00/hectare is \$5,000 (plus GST).

Compensation shall be paid at the time of presentation of the work programme prior to commencement of operations and is payable into a Department of Conservation administered trust account for conservation purposes in the West Coast Conservancy.

ADMINISTRATION COSTS

4. Pursuant to section 76 of the Act the permit holder shall also pay to the Conservator all actual and reasonable costs as an application fee to cover the administrative costs of processing this access arrangement. The parties acknowledge that the initial cost of processing this application of \$1,528.09 (inc GST) has not been paid, however will be submitted by the permit holder to the Conservator prior to the permit holder being issued with an authority to enter under clause 6(d).
5. Pursuant to section 76 of the Act the permit holder shall pay to the Conservator at the time of each yearly work programme submission:

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- (i) a fee to cover the actual and reasonable costs of administering this access arrangement.
- (ii) a fee to cover actual and reasonable costs incurred in ensuring compliance with and monitoring compliance of the conditions in this access arrangement including all Departmental inspections of the land.

PRECONDITIONS BEFORE ENTRY TO LAND FOR MINING OPERATIONS

- 6. The permit holder shall not enter in or on the land for the purpose of commencing mining operations until:
 - (a) the documents referred to in clause 8 have been supplied to the Conservator; and
 - (b) the permit holder has submitted to the Conservator
 - (i) a detailed work programme of all proposed operations for the succeeding 12 month period, or lesser period as may be agreed, including plans showing proposed restoration and revegetation of sites following completion of mining operations either in total or in part;
 - (ii) a sufficiently detailed plan to show the location of the proposed mining operations for the period of this access arrangement; and
 - (c) the fees referred to in clause 3, 4 and 5 have been paid; and
 - (d) the Conservator has approved the work programme and issued the permit holder with an authority to enter and operate as provided by Clause 9.
- 7.
 - (a) The Conservator may require the permit holder to vary the proposed work programme to ensure the mining operations comply with the conditions of this access arrangement.
 - (b) Where required by the Conservator the permit holder shall carry out a site clean-up of the land before commencing mining operations.
- 8. At the time of seeking work programme approval, the permit holder shall lodge with the Conservator: a copy of the insurance policies and the premium payment receipts and guarantees or bonds as required in clauses 15 and 16; a copy of the minerals permit granted pursuant to section 25 of the Act; and a copy of all resource consents required under the Resource Management Act 1991.

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9. Upon the Conservator being satisfied with the work programme provided in clause 6(b), the Conservator shall approve the work programme and issue the permit holder with a written "**authority to enter and operate**" permitting the permit holder to enter in or on the land to commence mining operations.
10. Nothing in this access arrangement shall permit the permit holder to undertake underground mining provided however if the Minister is satisfied that any underground mining proposed in a work programme is necessary the Minister upon such conditions (including compensation additional to that provided in Clause 3 for any impacts beyond the land described in the First Schedule) as he considers appropriate may permit the underground mining proposed in the work programme in whole or in part.

INDEMNITIES

11. The permit holder shall indemnify and keep indemnified the Minister against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered as a result of or arising out of any act or omission of the permit holder, or otherwise caused as a result of the mining operations on the land.
- 11A - inserted 24/6/05
12. The Minister shall not be liable for and does not accept any responsibility for damage or interference to the 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.
13. The permit holder shall take all reasonable steps to protect the safety of persons present on the land during mining operations and between work periods and shall, 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 operations. The permit holder shall take all reasonable steps to mitigate any dangers to the public and shall clearly mark any that remain.
14. (a) Where the permit holder, to ensure the safety of the public, employees, plant and equipment, requests the Conservator (acting under delegated authority from the Minister) to close public access to the land the Conservator may do so if he considers it appropriate.

(b) The permit holder shall 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.

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- (c) The permit holder shall be responsible for the costs of ensuring that the public is made aware of the closure.

INSURANCE

15. Prior to commencing operations the permit holder shall effect and maintain during the term of this access arrangement insurance cover for an amount of **\$250,000** for public liability and for a further amount of **\$100,000** for any costs arising out of any necessary action to put out or contain any fire caused by the mining operations whether negligently or otherwise and which may extend beyond the land to the adjoining land whether held by the Minister or otherwise. The Conservator may from time to time require the cover of any insurance to be increased to such an amount as he thinks fit.

BONDS

16. Prior to entering in or onto the land, the permit holder shall provide as surety a Trading Bank, Insurance company or bond guarantor who shall be approved by the Minister and who shall execute (in the case of two or more jointly and severally) in favour of the Minister a guarantee or bond of not more than **\$30,000** for due and faithful performance by the permit holder of this access arrangement. *AMENDED IN 2008. ~ 70K.*
17. The Conservator may, after consideration of any work programme required in clauses 6(b) and 23 require a variation to the guarantee or bond either by increasing or decreasing the amount of the bond provided however at no time shall the amount of the guarantee or bond be less than **\$10,000**.
18. The guarantee or bond shall not expire and shall remain effective until such time as all conditions of this access arrangement have been complied with notwithstanding the completion of mining operations. In the event that there is an adverse effect to the land and its natural resources whether during or after the completion of the mining operations which is not permitted by this access arrangement and could not have reasonably been foreseen the permit holder shall take all action necessary to mitigate or remedy those adverse effects. If the permit holder fails to mitigate or remedy those adverse effects to the Conservator's satisfaction, the Conservator may enter onto the land to undertake any necessary action to do so and recover the costs of mitigating or remedying the adverse effects including calling on the bond.
19. In the event that the permit holder breaches any condition or fails to carry out any condition of this access arrangement the Conservator may call on the bond or any portion thereof to ensure compliance with the conditions of this access arrangement.
20. Except as it is inconsistent with this access arrangement, the permit holder shall 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.

- 20A. The permit holder shall 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 operations including the Health and Safety in 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.

FIRE PRECAUTIONS

21. The permit holder shall:
- (a) take all reasonable precautions to ensure no fire hazard arises from the mining operations;
 - (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.

PROTECTION OF THE ENVIRONMENT

22. The permit holder shall ensure that in respect of all mining operations under this access arrangement:
- (a) environmental disturbance is minimised and land affected by mining operations is kept stable and free from erosion;
 - (b) there is no ground disturbance other than that authorised under this access arrangement;
 - (c) all flora and fauna are protected except for disturbance authorised under this access arrangement;
 - (d) no debris, rubbish or other dangerous or unsightly matter is deposited in or on the land except as allowed by this access arrangement and there is no pollution of any water body, except as permitted under the terms of a discharge permit granted under the Resource Management Act 1991 and this access arrangement;

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- (e) there is 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. Such authority must be produced to the Conservator;
- (f) any artifact (as defined by the Antiquities Act 1975) or object of historic significance found in the area shall be left in situ and the Conservator and Secretary of Internal Affairs notified as soon as reasonably practicable;
- (g) every person entering on to the land complies with the provisions of this clause.

SUPPLY OF INFORMATION

- 23. (a) Prior to the end of 12 months from the date of the signing of this access arrangement, and prior to the end of each subsequent 12 months or such other times as required by the Conservator, the permit holder shall submit further work programmes as described in clause 6(b).
- (b) Except to the extent permitted by an earlier work programme no work shall be undertaken until each work programme has been approved by the Conservator pursuant to Clauses 6(d) and 9.
- 24. The permit holder shall 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.
- 25. The permit holder shall 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 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.
- 26. (a) The permit holder shall lodge with the Conservator any variations to the minerals permit.
- (b) The Minister may vary this access arrangement or the work programme if he considers any variation to the minerals permit makes it necessary to do so.

MONITORING

- 27. The permit holder shall allow the Conservator to enter in or on the land at any reasonable time:

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- (a) to inspect the land or to consider approval for work programmes and 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 shall not interfere with the permit holder's rights under this access arrangement.

BANKRUPTCY OR INSOLVENCY

28. If the permit holder shall become bankrupt or insolvent or have a receiving order made against it or compound with its creditors or being a corporation or company commence to be wound up or carry on its business under a receiver for the benefit of creditors or any of them the Conservator may either:

- (a) terminate this access arrangement forthwith by notice in writing to the permit holder or to the receiver or liquidator or to any person in whom the access arrangement may become vested; or
- (b) give such receiver liquidator or other person the option of 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 amount to be agreed.

TERM

29. The term of this access arrangement shall be for a period of ten years from the date of the permit holder has authority to enter the land under clause 6(d) of this access arrangement.

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BREACH OF CONDITIONS

30. Subject to Clause 28 if the permit holder becomes bankrupt, insolvent, or has a receiving order made against it or is wound up or otherwise ceases to function the Minister may terminate this access arrangement by notice in writing. Such notice shall not release the permit holder from liability in respect of any breach of this access arrangement prior to the termination of the access arrangement.

- 31. (i) If the permit holder is in breach, or fails to observe any of the conditions contained herein or any approved work programme the Minister shall give written notice to the permit holder specifying the default and requiring it to be remedied within 21 days. If the permit holder fails to comply with such notice, then the Minister may by notice in writing terminate this access arrangement.
- (ii) Termination shall not release the permit holder from liability in respect of any breach of this access arrangement.

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32. Upon termination or expiry of this access arrangement the Minister shall not be liable to pay any compensation whatsoever for any buildings, structures or improvements effected by the permit holder. The permit holder may remove and if requested by the Minister shall remove all such building structures and improvements. The permit holder shall repair and make good at its own expense all damage which may have been done by such removal and shall leave the land in a clean and tidy condition for restoration as set out herein. If the permit holder fails to remove any buildings within a reasonable time of the request of the Minister the Minister may undertake the same and recover the costs from the permit holder.

MISCELLANEOUS

33. If either no compensation payment as provided in clause 3 hereof has been paid to the Minister by the permit holder or the permit holder has not submitted to the Conservator the documents or work programme referred to in clause 6 hereof or both within 3 years from the date of this access arrangement this access arrangement shall be deemed to be terminated and shall cease to have any effect.
34. Any notice required to be addressed by either party shall be sent by ordinary post or by facsimile during normal business hours and shall be deemed to have been received by the other party on such date and at such time upon which the ordinary post or facsimile would have been delivered.
35. The Minister's address, phone and fax number for service shall be, Conservator, Private Bag 701, Hokitika, ph (03) 7558301, fax (03) 7558425. *varied 24/6/05*
36. The permit holder's address and fax number for service shall be Utopia Road, RD2, Westport, Phone (03) 789 7023. *varied 24/6/05*
37. Any dispute arising out of or in connection with this access arrangement shall be finally resolved by arbitration under the Arbitration Act 1996 (New Zealand) before a sole arbitrator appointed by the Minister who shall decide the dispute according to the substantive law of New Zealand.
38. The permit holder shall not use the land 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 shall not erect, install or operate anything on the site other than that described in the work programme.
39. The headings set out in this access arrangement have been inserted for convenience and shall not in any way limit or govern the construction of this access arrangement.

40. Nothing in this access arrangement including special conditions in the Second Schedule shall prevent the Minister from participating in any statutory process in respect to any matter relating to exploration in or on the land defined in this access arrangement.
41. If any conditions attached to any resource consent obtained by the permit holder are in the opinion of the Minister incompatible with this access arrangement the Minister may review the provisions of this access arrangement and this access arrangement shall be varied accordingly.

AR [Signature]

Signed for and on behalf of)
the Minister of Conservation)
by **Reg Victor Kemper** the)
Community Relations Manager,)
Department of Conservation,)
pursuant to a written delegation)
from the Minister of Conservation)
under the Conservation Act 1987)
in the presence of)

Richard Shaw

Clo Hokitika

s.9(2)(a)

The Common seal of)
CASCADE MINING LTD)
was hereinto affixed in the)
presence of)

Tania O'Dea



[OR]

Signed on behalf of
CASCADE MINING LTD

by:
Director

s.9(2)(a)

Director

Donna L. Avery

in the presence of

s.9(2)(a)

Chartered Accountant
Westport

FIRST SCHEDULE

The Land:

Approximately 75 hectares of land administered by the Department of Conservation pursuant to section 62 of the Conservation Act 1987, located 3 km south east of Burnett's Face, Denniston, and shown delineated in green on the attached map, and described as Block X Kawatiri Survey District, Buller District Council, Nelson Land District.

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SECOND SCHEDULE

SPECIAL CONDITIONS: ACCESS ARRANGEMENT FOR CROWN MINERAL PERMIT APPLICATION 41.455

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

Mine Plan

1. Subject to these special conditions and approval of the current work programme, the permit holder may undertake the following mining operations on the land:
 - (a) undertake opencast coal mining.

Exclusion Conditions

2. The permit holder **may not** undertake the following activities/operations on the land:
 - (a) take any dog or domestic animal onto the land.
 - (b) disturb or hinder public use and enjoyment of the land.
 - (c) conduct onsite processing using any chemicals.

Conditions Requiring Specific Conservator Consent

3. 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) establish or construct any new road.
 - (c) create temporary access tracks
 - (d) land helicopters on the land
 - (e) establish or construct any campsite, building or structure.
 - (f) any creek or stream diversions.
 - (g) vegetation removal and overburden stripping.

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Weed and Pest Control

4. The permit holder shall ensure that all plant and equipment to be used in all activities allowed for by this access arrangement for this mining permit are clean and free of any exotic weed and seed material prior to entry to the land.

Mine Site Operations

5. The permit holder shall not use paint on vegetation for marking purposes. At the completion of the mining operation all rubbish, pegs, nail plates, tape and other materials are to be removed by the Permit Holder from the land, unless the Conservator has given prior written approval for it to remain.

Catchment Protection

Hagen Creek

6. The permit holder will design and construct a re-circulating settling pond system that is completely self contained and separate from Hagen Creek.
7. The permit holder shall regularly remove fines from the settling pond system, and deposit them in a manner that prevents fines re-entering waterways.

V8 Creek

8. The permit holder shall ensure that all cast-off material is prevented from entering V8 Creek and slopes remain stabilised.

8A - Inserted 24/6/05
Creek Diversion

9. Any creek diversion to be carried out in accordance with a plan approved by the Conservator and West Coast Regional Council Consent's Manager.

Overburden Stripping

10. The permit holder shall not perform any overburden stripping without prior approval of the Conservator.
11. The permit holder in consultation with the Department will design a landscape pattern at a scale suitable for restoration planning. Vegetative matter is to be separately removed and stockpiled. Soil layers (including substrate layers) to be identified and separately stockpiled.

OR

The permit holder may in consultation with the Department remove vegetative material, associated root mat and soil layers to a site for immediate restoration.

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Restoration planting

12. Upon the completion of mining the permit holder shall restore the land to landforms and vegetation to the satisfaction of the Conservator. Vegetation will comprise replanting a variety of native species to establish the final forest cover. The plantings may require the addition of fertiliser, weed control, and protection from browsing animals to ensure the successful establishment of the final forest cover.

Historic sites

13. The permit holder shall protect from damage any historic site. Conditions protecting the historic site shall be defined by the Conservator and must be adhered to by the permit holder.

Work Program Approvals

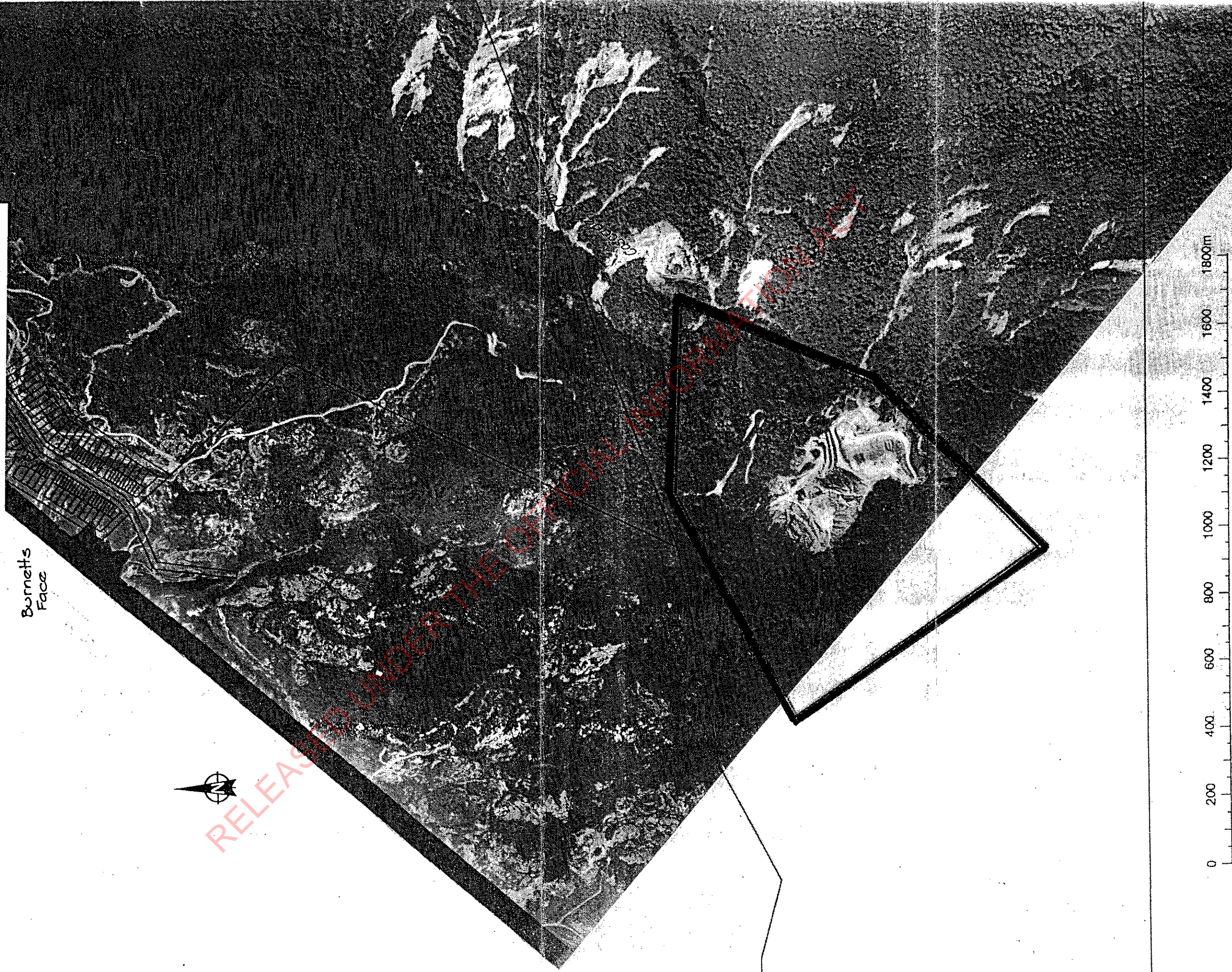
14. The work programme shall specify and detail environmental mitigation requirements which minimise the impacts of an approved mining operation or associated activities.
15. Before granting work programme approvals the Conservator shall be clearly advised and provided with detailed descriptions of the nature of work and its location, and may decline to approve a particular site if an alternative site is available where the proposed mining operation or activity will have a lower impact.

General Conditions

16. The permit holder must establish in the work programme that any proposed mining activity or operation is necessary to accomplish the purpose or desired outcome of the mining permit.

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Ref. Minerals Permit No. 41-455 APPLICANT Cascade Mining
Access Arrangement Area 75.8240 ha Approx Scale 1: 10,000
Blk X Survey District Kawatiri 261 Ref. L29
DOC Land ☒ Excluded Area ☐ Boundaries are approximate only
For internal purposes only



Burnetts
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Cascade Siroam
DCDB Data as at 15.11.96.

FILE

THIS AGREEMENT varying and modifying the access arrangement of 8 September 1999

Date of execution of this variation 24th June 2005

Parties:

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

and **CASCADE MINING 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 8 September 1996 the Minister 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 agreement varies and modifies the access arrangement.

The parties hereby AGREE as follows:

Variations of Existing Clauses

1. That Clause 29 is hereby deleted and a new Clause 29 is inserted as follows:
- "29 The term of this access arrangement shall be until 14 May 2017 or upon the expiry of the mining permit, whichever occurs first."
2. That Clause 35 is hereby deleted and a new Clause 35 is inserted as follows:
- "35 The Minister's address, phone and fax numbers for service shall be C/- The Conservator, The Department of Conservation, Private Bag 701, Hokitika; Phone (03) 756 8282; Fax (03) 756 8201."
3. That Clause 38 is hereby deleted and a new Clause 38 is inserted as follows:
- "38 The permit holder's address, phone and fax numbers for service shall be Cascade Coal Pty Ltd, C/- s.9(2)(a) s.9(2)(a) PO Box 853, Queenstown, New Zealand; (03) 442 8110; Fax (03) 442 8118."

New Clauses

4. Additional Clause 11A is inserted as follows:
- "11A The 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 to constitute an acknowledgment of exclusive





Variations to Existing Special Conditions

5. That Special Condition 8 is hereby deleted and a new Special Condition 8 is inserted as follows:

"8 The permit holder shall ensure that all cast-off material is prevented from entering V8 Creek (otherwise known as Mill Creek), and that slopes remain stable."

New Special Conditions

6. "8A Unless otherwise approved by the Conservator, the permit holder shall maintain an undisturbed buffer of no less than 10 metres on either side of V8 Creek (otherwise known as Mill Creek) upstream of the haul road culvert as shown on the mine plan titled: "Cascade Mining Ltd - Plan of Intended Development for 2005-2008", and dated March 2005."

Signed for and on behalf of
the Minister of Conservation
by Mike Slater, Conservator,
West Coast Conservancy,
pursuant to a written delegation
from the Minister of Conservation
under the Crown Minerals Act 1991

[Signature]

In the presence of s.9(2)(a)

Susan Clarke
Personal Assistant
Hokitika

Signed by Cascade Mining Limited:
(the permit holder)

By:

s.9(2)(a)

[Signature]
.....(Director)

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s.9(2)(a)

.....(Director)

X

In the presence of

s.9(2)(a)

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ACCESS ARRANGEMENT VARIATION (second variation)

THIS AGREEMENT varying and modifying the access arrangement dated the 8th September 1999 for Minerals Mining Permit 41 455.

Date of execution of this variation 04 / MAY / 2011.

Parties:

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

and **Cascade Coal Ltd** (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 8th day of September 1999 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 24 June 2005 the Minister agreed to a first variation to the access arrangement as varied.
- C. This second agreement further varies and modifies the access arrangement as varied.

The parties hereby AGREE as follows:

Variations of Existing Conditions

- 1. That Condition 3 is hereby deleted and a new Condition 3 is inserted as follows:
 - 3. Pursuant to section 76 of the Act, the permit holder shall pay the Minister:
 - (i) \$2,000.00 (plus GST) per hectare for for any new area to be cleared for mining; and
 - (ii) Annual payment of \$1,000.00 (plus GST) for the intrusion of an industrial operation.
 - (iii) \$500.00 (plus GST) for each drill site.
 - (iv) An additional \$500.00 (plus GST) for each tree larger than 200 mm d.b.h which is felled at any exploratory drill site that is outside of the current or projected mine footprint.

Compensation shall be paid at the time of presentation of the work programme prior to commencement of operations and is payable into a Department of Conservation administered trust account for conservation purposes in the West Coast Conservancy.

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2. That Condition 16 is hereby deleted and a new Condition 16 is inserted as follows:

16. Prior to entering in or onto the land, the permit holder shall provide as surety a Trading Bank, Insurance Company or bond guarantor who shall be approved by the Minister and who shall execute (in the case of two or more jointly and severally) in favour of the Minister a guarantee or bond of not more than \$70,000.00 for due and faithful performance by the permit holder of this access arrangement.

3. That Special Condition 1 of the Second Schedule is hereby deleted and a new Special Condition 1 of the Second Schedule is inserted as follows:

Mine Plan

1. Subject to these special conditions and approval of the current work programme, the permit holder may undertake the following mining operations on the land:
- (a) Undertake opencast coal mining
 - (b) Undertake drilling operations associated with on-going mining operations within the existing mine footprint, as detailed in the approved annual work programme, or in an addendum to the approved annual work programme.
 - (c) Undertake exploration drilling in areas outside the existing mine footprint, as detailed within the approved annual work programme, or in an addendum to the approved annual work programme.

Exclusion Conditions

4. That Special Condition 2 of the Second Schedule is hereby deleted and a new Special Condition 2 of the Second Schedule is inserted as follows:

2. The permit holder **may not** undertake the following activities on the land:
- (a) take any dog or domestic animal onto the land, other than any dog required for undertaking a kiwi search under Special Conditions 33 or 34 of the Second Schedule;
 - (b) disturb or hinder public use and enjoyment of the land unless for the purposes of ensuring public health and safety and with the written consent of the Conservator.
 - (c) conduct on site processing using chemicals
 - (d) establish or construct any helicopter landing pad, other than those authorised as part of the helicopter assisted drilling operations permitted under Special Condition 1(b) of the Second Schedule; or the pad established at location (NZMG 2410410, 5935400) for the purposes of emergency evacuation.

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Addition of a New Condition to the First Schedule

5. 42. If, in the opinion of the Conservator, the mining operations of the Permit Holder are having, or may have an adverse effect on the natural, historic or cultural values of the Land, which are not permitted by this access arrangement and could not have reasonably been foreseen, the Conservator may either suspend the access arrangement until the Permit Holder remedies or mitigates such adverse effects 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 effects.

Addition of New Conditions to the Second Schedule

6. That new Conditions 17 to 34 be inserted as follows:

Heli-Drilling Operations

17. Where drilling is to be undertaken in accordance with the provisions of Condition 1 (c) of the Second Schedule, that is not within the current or projected mine footprint and where those drill sites are to be established using helicopter assisted installation the following conditions shall apply:
18. The Permit Holder shall ensure that the boundaries of each drill site, track, water source and helipad are well marked out, using tape or similar removable material, prior to the commencement of the drilling operations. The Permit Holder shall ensure that all tape or similar removable material is removed at the completion of drilling operations.
19. The Permit Holder shall ensure that all proposed drill sites, walking tracks, water sources, pipeline routes and helipads are inspected and approved by the Buller *Kawatiri* manager prior to any vegetation clearance and/or drilling operations commencing on the land.
20. The Permit Holder shall ensure each drill site shall comprise an area of total disturbance of no more than 144 m² in size, extended at sites where safe tree fall must occur outside of the 144 m² area, and shall be constructed to minimise ground disturbance and damage to vegetation.
21. Whilst clearing vegetation at the drilling sites, the Permit Holder shall remove only that vegetation necessary to accommodate the drilling machinery and apparatus. Where possible, vegetation should be trimmed, or tied back in such a way that the removal of trees is minimised.
22. Where removal of vegetation occurs, the Permit Holder shall ensure that it is undertaken in a manner that minimises the impacts on the surrounding vegetation, and that any vegetation debris, seedlings or topsoil are stockpiled in such a manner that they can be restored to the site upon completion of the drilling.
23. The Permit Holder shall ensure that no trees larger than 200 mm d.b.h are removed or damaged without permission of the Buller *Kawatiri* Area Manager.

24. The Permit Holder shall carry out drilling operations using a helicopter-located drilling rig and associated apparatus where no previously established road access is available.
25. The Permit Holder shall ensure that any helicopter operator used to assist drilling operations, is an approved concessionaire and holds a landing permit in relation to the Land, issued by the Department of Conservation.
26. The Permit Holder shall ensure that all helicopter landing/loading sites, outside of the proposed drill sites, are located in areas currently disturbed by mining operations.
27. The Permit Holder shall ensure that the rehabilitation of each drill site is undertaken progressively and only one drill site is disturbed at any one time.
28. The Permit Holder shall ensure that water taken from any waterway, shall not exceed 2 L/sec up to a maximum take of 25,000 L/day. Where possible, water supply lines shall run along existing tracks or access tracks.
29. On completion of drilling operations at each site, the Permit Holder shall ensure that:
- i. the drill hole is capped or plugged; and
 - ii. the land is re-contoured; and
 - iii. any topsoil, humus and vegetation is evenly re-spread across the surface of the re-contoured drill sites.
30. The Permit Holder shall ensure that walking tracks for daily access are to be kept to the minimum required for access to the drill sites and no woody vegetation greater than 50 mm in diameter is to be cut to create these tracks. All tracks shall be clearly marked and should avoid areas that are easily damaged or likely to become damaged.
31. The Permit Holder shall ensure that no tracks are constructed for the movement of machinery.
32. The Permit Holder shall ensure that appropriate measures are taken to prevent spillage of fuel and oil. If spillage occurs, appropriate equipment shall be available and used correctly to contain any contaminants.

WILDLIFE

33. If any drilling operations are proposed to be carried out within the great spotted kiwi/roa breeding season (July to January inclusive), the Permit Holder shall ensure that prior to any vegetation being cleared or any drill rig put in place, a wildlife survey is undertaken to check for the presence of great spotted kiwi/roa and their nesting sites, at those sites.
34. The Permit Holder shall obtain a Wildlife Act Authority from the Department to allow the survey, and any removal of eggs or chicks, to be carried out. This will be conducted in accordance with the conditions in the Wildlife Act Authority.

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Confirmation of other Access Arrangement Conditions

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

Costs

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

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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Signed for and on behalf of
the Minister of Conservation
by **Chris Hickford**
Community Relations Manager
West Coast *Tai Poutini* Conservancy
Department of Conservation,
pursuant to a written delegation
from the Minister of Conservation
under the Crown Minerals Act 1991

Chris Hickford

in the presence of:

Name: *U.E. Addison*

s.9(2)(a)

Signature:

Address: *10 Sewell St, Hokitika.*

Occupation: *PUBLIC SERVANT.*

Signed on behalf of
Cascade Coal Limited

by

Name: *Craig John Piller* (Director)

s.9(2)(a)

Signature:

Name: *Hampden John Wanger* (Director)

s.9(2)(a)

Signature:

in the presence of:

Name:

s.9(2)(a)

Signature:

Address:

Occupation: *Geologist.*

THIS FOURTH AGREEMENT varying and modifying the access arrangement for Mining Permit 41 455 dated 08 September 1999.

Date of execution of this variation 2 November 2012.

Parties:

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

and

Cascade 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 08 September 1999 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 24 June 2005 the Minister agreed to a first variation to the access arrangement as varied.
- C. On 04 May 2011 the Minister agreed to a second variation to the access arrangement as varied.
- D. On 07 September 2012 the Minister agreed to a third variation to the access arrangement as varied.
- E. This fourth agreement further varies and modifies the access arrangement as varied.

The parties hereby AGREE as follows:

Variation of Existing Wording and Conditions

- 1. That Special Condition 1 in the Second Schedule of the Access arrangement is hereby deleted and replaced with the following Special Condition 1:
 - "1. Subject to these special conditions and approval of the current work programme, the permit holder may undertake the following mining operations on the land:
 - (a) Undertake opencast coal mining
 - (b) Undertake exploration drilling operations within the Access Arrangement area identified in the First Schedule or at those sites identified in the First Schedule, as detailed in the approved annual work programme, or in an addendum to the approved annual work programme.

2. That Special Condition 17 in the Second Schedule is hereby deleted and replaced with the following Special Condition 17:

17. Where exploration drilling operations are to be undertaken in accordance with the provisions of Special Condition 1(b) of the Second Schedule and the drill site/sites are not within the current mine footprint, the following conditions shall apply:

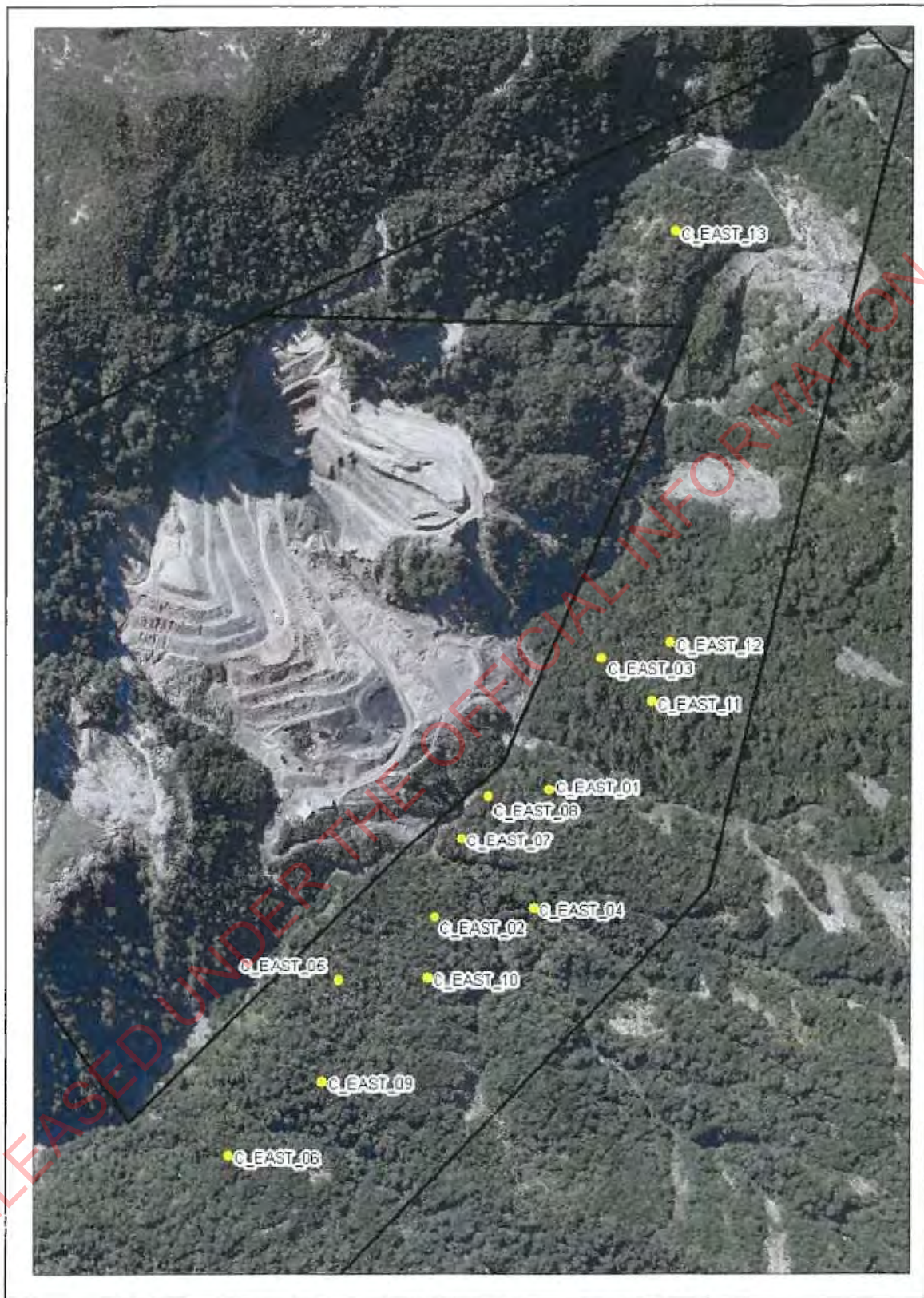
Variations of Schedules and Plans

3. That the wording of the First Schedule of the Access arrangement is varied by adding the following wording:

The Permit holder, subject to the conditions contained in the Access arrangement, will also have access to those thirteen sites identified on the attached plan named "Cascade East Drill Sites - Mining Permit 41 455" and listed in Table 1 below, which are within Mt Rochfort Conservation Area, land administered by the Department of Conservation pursuant to section 25 of the Conservation Act 1987 and within MP 41 455, for the purposes of undertaking exploration drilling activity.

Table 1. Drill Site Location Details

SITE ID	DRILL RIG ACCESS	SITE COORDINATES (NZTM)		KIWI SEARCH REQUIRED
		EASTING	NORTHING	
C_EAST_EXP_01	Helicopter access	1500833	5373795	Yes
C_EAST_EXP_02	Helicopter access	1500677	5373622	Yes
C_EAST_EXP_03	Helicopter access	1500904	5373975	Yes
C_EAST_EXP_04	Helicopter access	1500811	5373635	Yes
C_EAST_EXP_05	Helicopter access	1500548	5373536	Yes
C_EAST_EXP_06	Helicopter access	1500399	5373297	Yes
C_EAST_EXP_07	Helicopter access	1500713	5373730	Yes
C_EAST_EXP_08	Helicopter access	1500749	5373787	Yes
C_EAST_EXP_09	Helicopter access	1500525	5373398	Yes
C_EAST_EXP_10	Helicopter access	1500668	5373540	Yes
C_EAST_EXP_11	Helicopter access	1500972	5373916	Yes
C_EAST_EXP_12	Helicopter access	1500997	5373996	Yes
C_EAST_EXP_13	Helicopter access	1501002	5374555	Yes



Cascade East Drill Sites – Mining Permit 41 455

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Deletion of Conditions

4. That Special Condition 25 is hereby deleted from the Access arrangement:
 25. The Permit Holder shall ensure that any helicopter operator used to assist drilling operations, is an approved concessionaire and holds a landing permit in relation to the Land, issued by the Department of Conservation.

Confirmation of other Access Arrangement Conditions

5. 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.

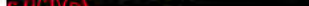
Costs

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

[Handwritten signatures and initials]

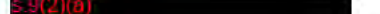
Re

Witnessed Signature	s.9(2)(a)
Witness Full Name	Shawn Carl Thomsen
Witness Address	s.9(2)(a)
Witness Occupation	Public Servant

Director (signature)	
Full name	GERALD WILLIAM LOOPER

In the presence of:	<div style="background-color: black; color: red; padding: 2px;">s.9(2)(a)</div>
Witnessed Signature	
Witness Full Name	Hamish Sohn MZavichlan
Witness Address	Westport
Witness Occupation	Geologist.

And by

Director (signature)	
Full name	Richard Taron

Witnessed Signature	[Redacted]
Witness Full Name	[Redacted]
Witness Address	WELLINGTON
Witness Occupation	ADMINISTRATION

ACCESS ARRANGEMENT FIFTH VARIATION

THIS FIFTH AGREEMENT varying and modifying the access arrangement for Mining Permit 41 455 dated 08 September 1999.

Date of execution of this variation 29 / 11 / 2013.

Parties:

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

and

Cascade 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 08 September 1999 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 24 June 2005 the Minister agreed to a first variation to the access arrangement as varied.
- C. On 04 May 2011 the Minister agreed to a second variation to the access arrangement as varied.
- D. On 07 September 2012 the Minister agreed to a third variation to the access arrangement as varied.
- E. On 02 November 2012 the Minister agreed to a third variation to the access arrangement as varied.
- F. This fifth agreement further varies and modifies the access arrangement as varied.

The parties hereby AGREE as follows:

Variations of Schedules and Plans

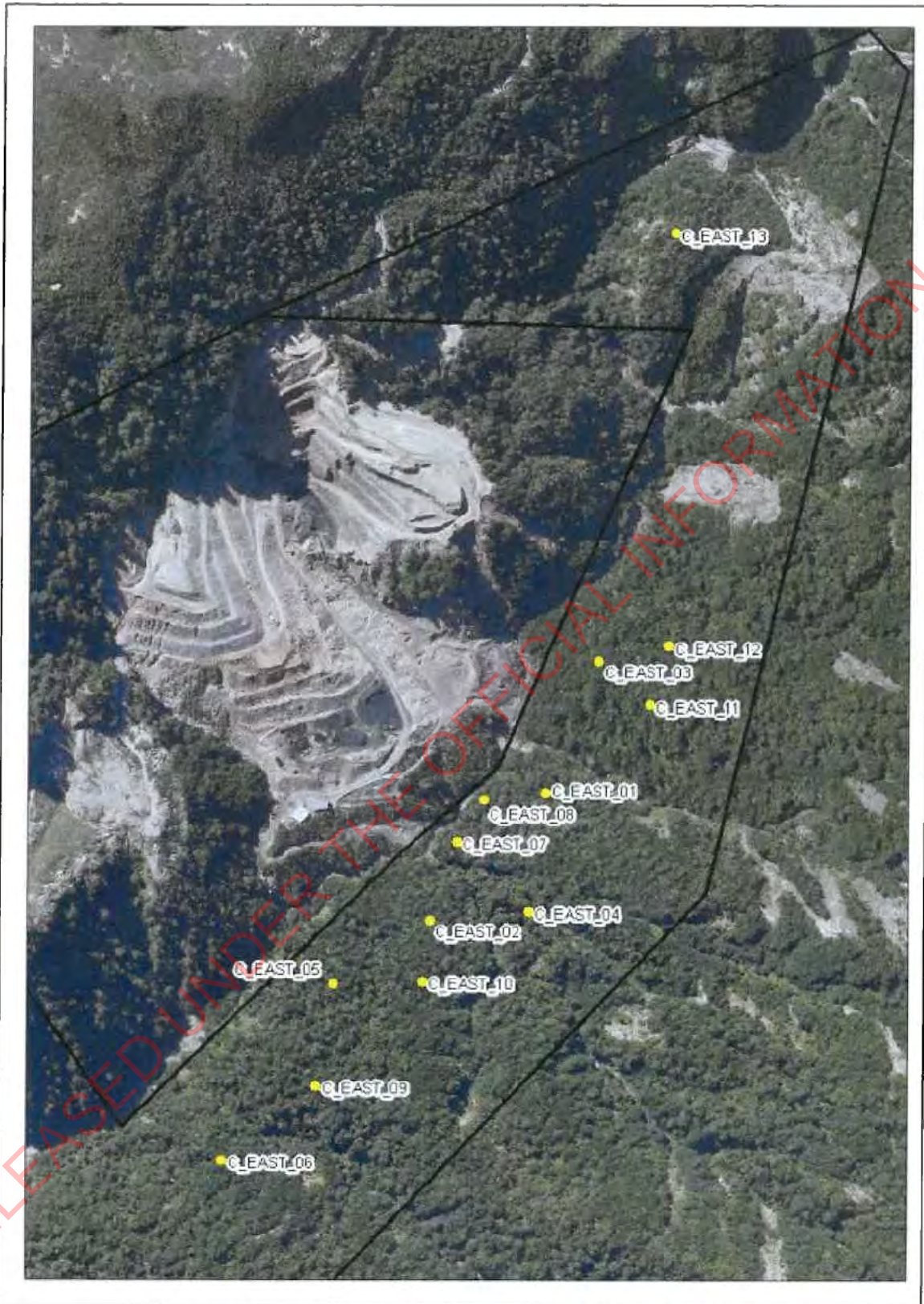
1. That the wording of the First Schedule of the Access arrangement is varied by adding the following wording:

The Permit holder, subject to the conditions contained in the Access arrangement, will also have access to those thirteen sites at Cascade East identified on the attached Plan 1 and those thirteen drill sites at Cascade North identified on the attached Plan 2 and listed and listed in Table 1 below, which are within Mt Rochfort Conservation

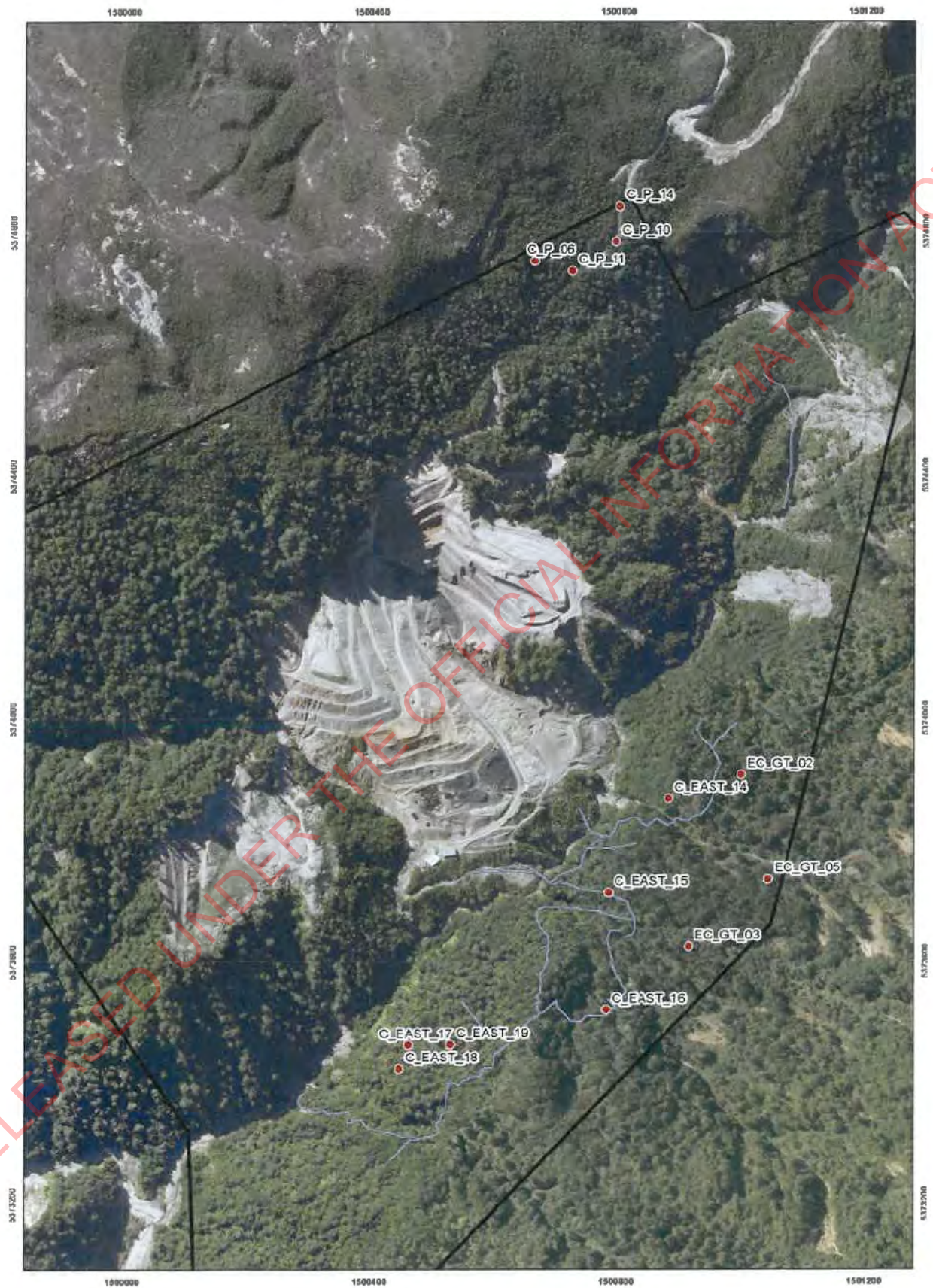
Area, land administered by the Department of Conservation pursuant to section 25 of the Conservation Act 1987 and within MP 41455, for the purposes of undertaking exploration drilling activity.

Table 1. Cascade Drill Site Location Details

SITE ID	DRILL RIG ACCESS	SITE COORDINATES (NZTM)		KIWI SEARCH REQUIRED
		EASTING	NORTHING	
C_EAST_EXP_01	Helicopter access	1500833	5373795	Yes
C_EAST_EXP_02	Helicopter access	1500677	5373622	Yes
C_EAST_EXP_03	Helicopter access	1500904	5373975	Yes
C_EAST_EXP_04	Helicopter access	1500811	5373635	Yes
C_EAST_EXP_05	Helicopter access	1500548	5373536	Yes
C_EAST_EXP_06	Helicopter access	1500399	5373297	Yes
C_EAST_EXP_07	Helicopter access	1500713	5373730	Yes
C_EAST_EXP_08	Helicopter access	1500749	5373787	Yes
C_EAST_EXP_09	Helicopter access	1500525	5373398	Yes
C_EAST_EXP_10	Helicopter access	1500668	5373540	Yes
C_EAST_EXP_11	Helicopter access	1500972	5373916	Yes
C_EAST_EXP_12	Helicopter access	1500997	5373996	Yes
C_EAST_EXP_13	Helicopter access	1501002	5374555	Yes
C_EAST_14	Helicopter access	1500875	5373870	Yes
C_EAST_15	Helicopter access	1500795	5373715	Yes
C_EAST_16	Helicopter access	1500794	5373514	Yes
C_EAST_17	Helicopter access	1500475	5373462	Yes
C_EAST_18	Helicopter access	1500447	5373422	Yes
C_EAST_19	Helicopter access	1500521	5373469	Yes
EC_GT_02	Helicopter access	1501000	5373906	Yes
EC_GT_03	Helicopter access	1500900	5373608	Yes
EC_GT_05	Helicopter access	1501044	5373734	Yes
C_P_06	Helicopter access	1500665	5374751	Yes
C_P_10	Track Mounted	1500796	5374783	Yes
C_P_11	Track Mounted	1500726	5374735	Yes
C_P_14	Track Mounted	1500802	5374841	Yes



Plan 1: Cascade East Drill Sites – Mining Permit 41 455



Plan 2: Cascade North and East Drill Sites – Mining Permit 41455

t/docDM-1294839 - 41455 AA Fifth Variation - Cascade North drilling - Nov 2013 docDM-1294839 - 41455 AA Fifth Variation - Cascade North drilling - Nov 2013

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Addition of new conditions

2. That new conditions 42 and 43 of the Second Schedule is hereby inserted as follows:

"Helicopters

42. Helicopter landings and use shall be kept to the minimum required to undertake Exploration operations approved in the Annual Work Programme.

43. The Permit holder must ensure that any aircraft operator it engages or uses to carry out any lawful activities incidental to its mining operations:

- (a) holds adequate Aviation Legal Liability Insurance for an amount no less than \$1,000,000; and
- (b) complies with all Civil Aviation Authority (CAA) Rules including (but not limited to) Notice to Airmen (NOTAMs); and
- (c) holds a current Air Operator Certificate issued by the CAA. Copies of the certification must be provided to the Minister if requested, and may be retained and held on the Minister's file; and
- (d) obtain AIRCARE accreditation (or equivalent at the discretion of the Conservator) and comply with the Noise Abatement Code of Practice component of that accreditation. The aircraft operator must hold this accreditation for the term of the Access arrangement. Upon request from the Conservator, the Permit holder must produce proof of such accreditation within 5 days of being requested to do so.
- (e) as far as practicable, avoids flying over tramping routes, tracks and other visitor facilities; and
- (f) adheres to the Helicopter Association International 'Fly Neighbourly Guide'; and
- (g) carries and operates GPS data loggers or equivalent technology so as to provide verifiable records of any landings made under this Access arrangement. Upon request from the Conservator, this information must be provided to the Conservator; and
- (h) reports any incidents and accidents whatever the nature and whether or not the subject of an official search and rescue operation to the Conservator. Upon request from the Conservator, the Permit holder must supply a report in writing of any inquiry or incident. The Conservator may suspend this Access arrangement pending the result of any inquiry into the cause of an incident or accident and if, in the opinion of the Conservator, the inquiry reveals that a reasonable standard of safety was not maintained and/or the Permit holder, their servants, contractors, employees or agents were negligent then the Conservator may determine this Access arrangement. Upon request from the Conservator, the Permit holder must make available any employee, servant or agent who, in the opinion of the Conservator, might assist in any such inquiry"

3. That new condition 33A of the Second Schedule is hereby inserted as follows:

33A "The Permit holder may specifically request not to undertake kiwi searches at drill sites within territories of kiwi where the bird has been caught and had a radio transmitter attached if:

- (a) the latest radio tracking data indicates that the bird is not located at or near the drill site in question immediately prior to the scheduled start of drilling operations; and
- (b) The Conservator specifically agrees that no search is required.

The requirement to undertake searches shall remain the sole discretion of the Conservator"

Confirmation of other Access Arrangement Conditions

4. 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

5. 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 **Jonathan Thomas**
Partnerships Manager,
Northern West Coast 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	s.9(2)(a)
Witness Full Name	Penelope Davis
Witness Address	Brougham Street Westport
Witness Occupation	Administration officer

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

Director (signature)	s.9(2)(a)
Full name	MARSHALL MAINE

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	s.9(2)(a)
Witness Address	WELLINGTON
Witness Occupation	EXECUTIVE ASSISTANT

And by

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

In the presence of:

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



RELEASED UNDER THE OFFICIAL INFORMATION ACT



ACCESS ARRANGEMENT SIXTH VARIATION

THIS SIXTH AGREEMENT varying and modifying the Access Arrangement for Mining Permit 41455 dated 8 September 1999.

Date of execution of this variation 8th August 2014.

Parties:

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

and

~~Bathurst Coal Limited~~

~~Cascade 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 8 September 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 24 June 2005 the Minister agreed to a first variation to the access arrangement as varied.
- C. On 4 May 2011 the Minister agreed to a second variation to the access arrangement as varied.
- D. On 7 September 2012 the Minister agreed to a third variation to the access arrangement as varied.
- E. 2 November 2012 the Minister agreed to a fourth variation to the access arrangement as varied.
- F. On 29 November 2013 the Minister agreed to a fifth variation to the access arrangement as varied.
- G. This sixth agreement varies and modifies the Access Arrangement.

The parties hereby AGREE as follows:

Variation of existing Schedules

1. That the First Schedule of the access arrangement is hereby varied by deleting the existing First Schedule and replacing it with a new First Schedule as follows:

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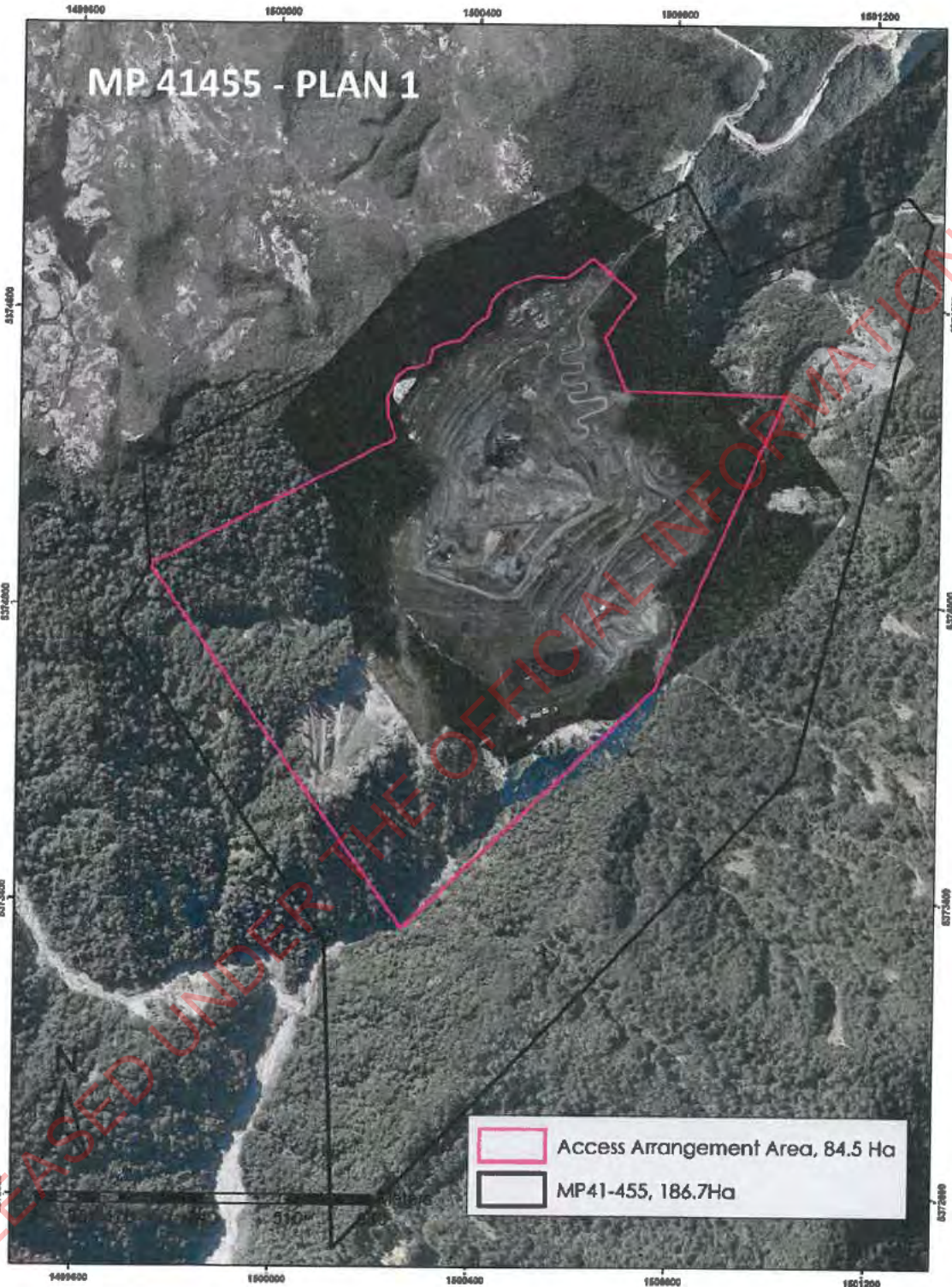
"FIRST SCHEDULE

The Land:

The Permit holder, subject to the conditions contained in the Access arrangement, will have access to approximately 84.5 hectares of Mt Rochfort Conservation Area, land administered by the Department of Conservation pursuant to section 25 of the Conservation Act 1987 and within MP 41 455. The land is located 3 km south east of Burnett's Face, Denniston, as shown on the attached Plan 1 and Plan 2 and described as Block X Kawatiri Survey District, Buller District Council, Nelson Land District."

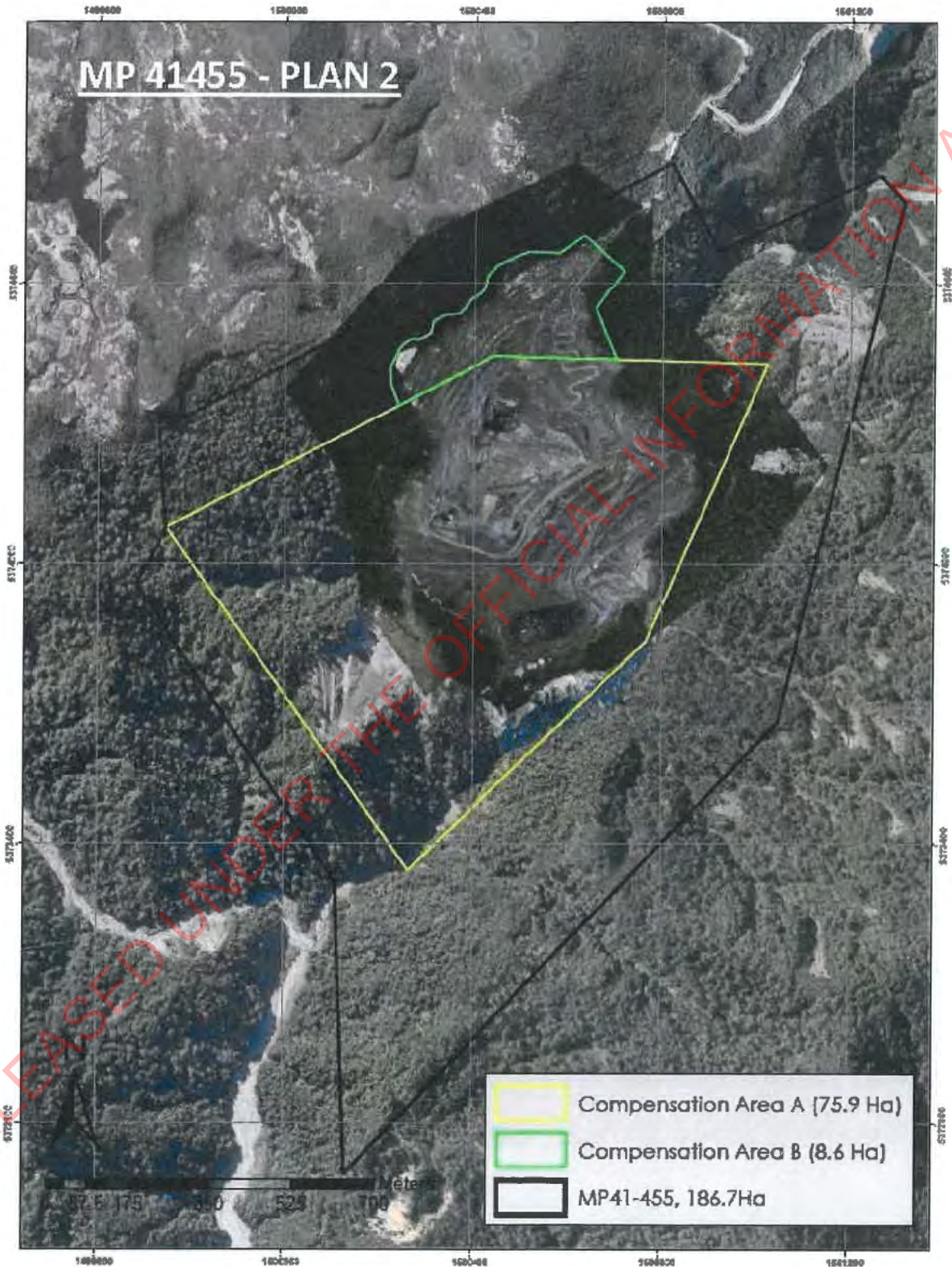
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[Signature]



me HB [signature]

MP 41455 - PLAN 2



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Insertion of new conditions

2. That a new special condition 37A is hereby inserted into the Access Arrangement as follows:

"37. The Permit holder shall take all measures to avoid uncontrolled fill and/or other materials from the construction and operation of the access road (as it enters the mine and encroaches the steep slope toward Cascade Creek) being lost downhill toward Cascade Creek. If fill and/or other material is being lost downhill the Permit holder must take immediate remedial action to minimise the impact and inform the Department."

Confirmation of other Access Arrangement Conditions

3. 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

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

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Signed for and on behalf of
the Minister of Conservation
by **Jonathan Thomas**
Manager Conservation Partnerships,
Northern West Coast 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	s.9(2)(a)
Witness Full Name	NATASHA PERRY
Witness Address	s.9(2)(a)
Witness Occupation	ADMIN Support

Bathurst Coal Limited

Signed on behalf of ~~Gascade Coal Limited~~ by

Director (signature)	s.9(2)(a)
Full name	MARSHALL MAINE

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	
Witness Address	WELLINGTON
Witness Occupation	EXECUTIVE ASSISTANT

And by

Director (signature)	s.9(2)(a)
Full name	HAMISH JOHN GINDJET BATHURST

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	
Witness Address	WELLINGTON
Witness Occupation	EXECUTIVE ASSISTANT

Signed on behalf of Bathurst Resources Limited as guarantor by:

Director (signature)	s.9(2)(a)
Full name	HAMILIA JOHN LINDSEY BOHANNAN

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	
Witness Address	WELLINGTON
Witness Occupation	EXECUTIVE ASSISTANT

And by

Director (signature)	s.9(2)(a)
Full name	TOKORANGI THOMAS KAPPA

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	
Witness Address	WELLINGTON
Witness Occupation	EXECUTIVE ASSISTANT

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Concession Document (Easement)

Concession Number: 54303-OTH

THIS EASEMENT is made this 12th day of JUNE 2015

PARTIES:

Minister of Conservation, (the Grantor)



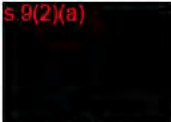

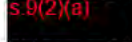
Bathurst Coal Limited (the Concessionaire)

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 public conservation lands described in Schedule 1 as the Easement Land.
- E. The Conservation legislation applying to the Easement Land authorises the Grantor to grant a concession over the Easement Land.
- F. The Concessionaire wishes to carry out the Concession Activity on the Easement Land subject to the terms and conditions of this Concession.
- G. The Concessionaire acknowledges that the Easement 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 an **EASEMENT** to carry out the Concession Activity on the Easement Land subject to the terms and conditions contained in this Concession and its Schedules

	
SIGNED on behalf of the Minister of Conservation by Robert Dickson, Operations Manager, Buller District Office acting under delegated authority	SIGNED for Bathurst Coal Limited by: Director (Sole Director)
in the presence of:	AND
	
Witness Signature	SIGNED for Bathurst Coal Limited by: Director
	
Witness Name: <u>SEAN JUDG</u>	
Witness Occupation: <u>Rancher</u>	
Witness Address: <u>9-DOC WEST AVE.</u>	
A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-22 Manners Street, Wellington.	

SCHEDULE 1

1.	Easement Land (Servient land - the land where the easement activity occurs) (Schedule 4)	As marked on the attached plan or map in Schedule 4 being: Physical Description/Common Name: Land Status: Stewardship Area Area: 2.4 ha Legal Description: Crown land SO 161, Crown land Block X Kawatiri SD and Sections 92-104 SO 4539
2.	Land (Dominant land - the land that benefits from the easement) (If none then select "in gross") (Schedule 4)	Is the easement in gross? Yes
3.	Concession Activity (clause 2)	<p>(a) a right of way:</p> <p>Easement Area A – Use of existing road The right to use and maintain Easement Area A, being the existing road, for the purpose of access across public conservation land to the Concessionaire's coal mining operation.</p> <p>Locked Gate The right to operate a locked gate on the Cascade access road in the location shown on the plan attached as Schedule 4 to control public vehicular access on the road beyond this point.</p> <p>Sign-In Facility The right to maintain a facility (approximately 10m²) for signing in visitors at a location near to the locked gate.</p> <p>Barrier arm The right to operate a remotely-controlled barrier arm at near Burnetts Face, and the ability to control public vehicular access along the road beyond this point, in accordance with the special conditions contained in Schedule 3.</p>
4.	Term (clause 3)	10 years commencing on 15 May 2017
5.	Final Expiry Date (clause 3)	14 May 2027
6.	Concession Fee	Activity Fee:

	(clause 4)	\$2,500.00 + GST per annum (for Easement Area A) Management Fee: \$250 + GST per annum
7.	Concession Fee Payment Dates (clause 4)	14 May annually in arrears
8.	Penalty Interest Rate (clause 4)	Double the current Official Cash Rate (OCR). See Reserve Bank of New Zealand website
9.	Concession Fee Review Date(s) (clause 5)	15 May 2020, 2023 and 2026
10.	Insurance (To be obtained by Concessionaire) (clause 11)	<u>Types and amounts:</u> Public Liability Insurance: (i) General indemnity for an amount no less than \$1,000,000; and (ii) Forest and Rural Fires Act extension for an amount no less than \$250,000; and Insurance amounts subject to review (clause 11)
11.	Addresses for Notices (clause 20)	The Grantor's address for notices: Department of Conservation Permissions and Land Manager Hokitika Shared Service Centre 10 Sewell Street Hokitika 7810 Phone: 03 756 9100 Email: permissionshokitika@doc.govt.nz
		The Concessionaire's address in New Zealand is: 14-16 Palmerston Street Westport 7866 New Zealand Phone: 03 788 8073 Fax: 03 788 8067 Email: s.9(2)(a)
12.	Registration of Easement (Schedule 6)	Is the easement to be registered with LINZ? No
13.	Special Conditions (clause 24)	See Schedule 3
14.	Processing Fee (clause 4)	\$995 plus GST

SCHEDULE 2

STANDARD CONDITIONS

1. Interpretation

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

2. What is being authorised?

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

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

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

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

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

5. When can the fee be reviewed?

- 5.1 The Grantor is to review the Concession Fee on the Concession Fee Review 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 19) or, if the parties agree,
- (b) by registered valuers acting as experts and not as arbitrators as follows:
 - (i) Each party must appoint a valuer and give notice of the appointment to the other party within 14 days of the parties agreeing to determine the new Concession Fee by this means.
 - (ii) If the party receiving a notice does not appoint a valuer within the 14 day period the valuer appointed by the other party is to determine the new Concession Fee and that valuer's determination is to be binding on both parties.
 - (iii) Before commencing their determination the respective valuers must appoint an umpire who need not be a registered valuer.
 - (iv) The valuers are to determine the new Concession Fee which they consider to be the market value for the Concession Activity as at the Concession Fee Review Date having regard to the matters specified in section 17Y (2) of the Conservation Act 1987 but in no case is the new Concession Fee to be less than the Concession Fee payable during the year preceding the particular Concession Fee Review Date. If 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 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 Easement Land or for the services provided to the Easement Land which relate to the Concessionaire's use of the Easement Land or the carrying on of the Concession Activity.
- 6.2 The Grantor is not liable for any cost incurred in re-establishing the supply of any utilities in the event of any of them becoming unavailable for any reason.
- 6.3 Where the Grantor has paid such levies, rates or other charges the Concessionaire must on receipt of an invoice from the Grantor pay such sum to the Grantor within 14 days of receiving the invoice. If payment is not made within the 14 days then the Concessionaire is to pay interest on the unpaid sum from the date payment was due until the date of payment at the Penalty Interest Rate specified in Item 8 of Schedule 1.

7. When can the Concession be assigned?

- 7.1 If in Item 2 of Schedule 1 the easement is expressed as being in gross 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 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 Easement Land; or light any fire on the Easement Land without the prior consent of the Grantor.
- 8.2 The Concessionaire must at its cost keep the easement facility (as defined in Schedule 5) now or hereafter upon the Easement Land, in good order, condition and repair and must keep the Easement Land in a clean and tidy condition and must not store hazardous materials on the Easement Land nor store other materials on the Easement Land where they may obstruct the public or create a nuisance.
- 9. When can structures be erected?**
- 9.1 The Concessionaire must not erect, nor place any structures on, under or over the Easement Land without the prior consent of the Grantor.
- 10. What if the Concessionaire wishes to surrender the Concession?**
- 10.1 If the Concessionaire wishes to surrender this Concession during the currency of the Term, then the Grantor may accept that surrender on such conditions as the Grantor considers appropriate.
- 11. What are the liabilities and who insures?**
- 11.1 The Concessionaire agrees to use the Easement Land at the Concessionaire's own risk and releases to the full extent permitted by law the Grantor and the Grantor's employees 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 Easement Land.
- 11.2 The Concessionaire must indemnify the Grantor against all claims, actions, losses and expenses of any nature which the Grantor may suffer or incur or for which the Grantor may become liable arising from the Concessionaire's performance of the Concession Activity.

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

12. What about Health and Safety?

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

13. What are the compliance obligations of the Concessionaire?

- 13.1 The Concessionaire must comply where relevant:

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

13.2 The Concessionaire must comply with this Concession.

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

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

14. When can the Concession be terminated?

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

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

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

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

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

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

16. When is the Grantor's consent required?

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

17. Are there limitations on public access and closure?

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

18. What about other concessions?

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

19. How will disputes be resolved?

- 19.1 If a dispute arises between the parties in connection with this Concession the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other

alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

- 19.2 If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
- 19.3 If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
- 19.4 The arbitrator must include in the arbitration award reasons for the determination.
- 19.5 Despite the existence of a dispute, each party must continue to perform its obligations under this Concession.

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

- 20.1 Any notice to be given under this Concession is to be in writing and made by personal delivery, fax, by pre paid post or email to the receiving party at the address, fax number or email address specified in Item 11 of Schedule 1. Any such notice is to be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of 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.
- 20.2 If either party's details specified in Item 11 of Schedule 1 change then the party whose details change must within 5 working days of such change provide the other party with the changed details.

21. What about the payment of costs?

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

22. What about the powers implied by statute?

- 22.1 The rights and powers implied in the relevant easements by the 5th Schedule to the Property Law Act 2007 and the Fourth Schedule to the Land Transfer Regulations 2002 (as set out in Schedule 5 of this easement) apply to this easement **EXCEPT** to

the extent set out in Schedule 3 of this easement.

23. What about Co-Siting?

- 23.1 In this clause "Co-Site" means the use of the Concessionaire's structures or facilities on the Easement Land by a third party for an activity; and "Co-Sitee" and "Co-Siting" have corresponding meanings.
- 23.2 The Concessionaire must not allow Co-Siting on the Easement Land without the prior written consent of the Grantor.
- 23.3 The Grantor's consent must not be unreasonably withheld but is at the Grantor's sole discretion and subject to such reasonable terms and conditions as the Grantor thinks fit including a requirement that the Co-Sitee be liable for direct payment to the Grantor of a concession fee and any environmental premium assessed in respect of the Co-Sitee's activity on the Easement Land.
- 23.4 In addition, the Grantor must withhold consent if:
- (a) the Co-Siting would result in a substantial change to the Concession Activity on the Easement Land; or
 - (b) the Grantor considers the change to be detrimental to the environment of the Easement Land.
- 23.5 Subject to clause 23.4 the Concessionaire must, if required by the Grantor, allow Co-Siting on the Easement Land.
- 23.6 Where the Concessionaire maintains that Co-Siting by a third party on the Easement Land would:
- (a) detrimentally interfere physically or technically with the use by the Concessionaire of the Easement Land; or
 - (b) materially prejudice any resource consents obtained by the Concessionaire or cause more onerous conditions to be imposed on it by the relevant authority; or
 - (c) obstruct or impair the Concessionaire's ability effectively to operate from the Easement Land; or
 - (d) interfere with or prevent future forecast works of the Concessionaire,
- the Grantor, must, as a pre-condition to consideration of an application to grant a concession to a third party, require that third party to obtain, at its own cost, a report prepared by an independent consultant acceptable to the Grantor confirming or rejecting the presence of the matters specified in this clause 23.6. The Grantor must not grant a concession to a third party where the report confirms that the proposed concession would give rise to one or more of the matters specified in this clause 23.6.
- 23.7 If the independent consultant report rejects the Concessionaire's concerns, the Concessionaire may dispute this in accordance with the procedure set out in clause 19 of Schedule 2.
- 23.8 Where the Concessionaire is required under clause 23.5 to allow Co-Siting on the Easement Land, the Concessionaire is, subject to clause 23.10 entitled to enter into commercial agreements with third parties for them to conduct an activity on the Easement Land and to receive a reasonable fee from them for any agreed activity

they intend to carry out on the Easement Land. If a dispute arises between the Concessionaire and a third party such dispute must be determined by the Grantor having regard to, but not limited to, the following matters:

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

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

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

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

24. Are there any Special Conditions?

24.1 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.

25. The Law

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

SCHEDULE 3

SPECIAL CONDITIONS

1. The rights implied in easements of vehicular right of way in the 5th Schedule of the Property Law Act 2007 as set out in Schedule 5 of this document are amended by:
 - (a) replacing the word, "grantee" with "Concessionaire"; and
 - (b) adding to Clause 2(a) the words, "after first obtaining the prior consent of the Grantor as required in clauses 7 and 8 of Schedule 2 of this easement."

Expiry

2. Notwithstanding the Expiry Date in Schedule 1, this Concession will expire upon the earlier of:
 - a) The Expiry date; or
 - b) The date the Cascade Mine (Mining Permit 41455) ceases to be operational and the rehabilitation works required pursuant to this Concession are completed to the satisfaction of the Grantor.

Road Maintenance

3. The Concessionaire must maintain the road at its own cost and on its current alignment/gradient/profile. Other than normal maintenance, any work requiring cut and/or fill or re-alignment will be subject to approval by the Grantor. All maintenance costs must be met by the Concessionaire.

Use of Access Road by Other Parties

4. For the avoidance of doubt, the rights granted under this Concession are non-exclusive. Any other approved user of the access road will be required to negotiate a fee with the Concessionaire for use of the road and a share of the maintenance.

Weed Control

5. The Concessionaire must continue its current weed control programme (spot spraying of gorse and broom) with approval from the Buller Operations Manager. All costs of the programme must be met by the Concessionaire.
6. The Concessionaire must ensure that all machinery, tools and equipment used in undertaking the Concession Activity is steamed cleaned and weed free prior to being taken onto the Easement Land.
7. The Concessionaire must ensure that all gravel and other materials used in undertaking the Concession Activity are from a weed free source.

Fuel

8. The Concessionaire must not undertake any re-fuelling of machinery within 10 metres of any waterway.
9. The Concessionaire must not use machinery with fuel or oil leaks.

Locked Gate

10. The Concessionaire may maintain a locked gate on the Cascade access road in the location shown on the plan attached as Schedule 4 to control public vehicular access on the road beyond this point.
11. The Concessionaire must make a key available to the Buller Operations Manager for access purposed for firefighting, weed control and/ or emergency use.
12. The Concessionaire must erect a sign beside the locked gate. The wording of the sign needs to be approved by the Buller Operations Manager, prior to installation.

Rehabilitation

13. In conjunction with the rehabilitation obligations under the Concessionaire's Access Arrangement relating to the Cascade Mine (Mining Permit 41455), prior to the expiry Date the Concessionaire must, in order to comply with clause 15 (Schedule 2) of this Concession, submit a De-Commissioning Plan to the Grantor. The Plan must describe the steps that are taken by the Concessionaire to de-commission all structures and facilities and rehabilitate the Land to the satisfaction of the Grantor. The Plan must include details of the nature and timing of all physical works, re-vegetation, plant sources, ongoing nursery planning, and weed control for a period of at least two years.
14. The Concessionaire must undertake rehabilitation work including seeding with native grass and seed and planting with locally occurring native plants, to a standard approved by the Grantor.

Bond

15. Prior to commencing the Concession Activity, in order to ensure compliance with this Easement, the Concessionaire must provide as surety a trading bank, insurance company or bond guarantor who is acceptable to the Grantor.
16. The surety must execute (in the case of two or more jointly and severally) in favour of, and on terms acceptable to, the Grantor a performance bond set at \$20,000 (twenty thousand dollars) for sue and faithful performance by the Concessionaire of the standard satisfactory to the Grantor where disturbance has been caused by the Concessionaire or any employee, contractor, agent, client or invitee of it and/or otherwise remedying or mitigating any adverse effects of the Concession Activity.
17. Notwithstanding the expiry, surrender or termination of the Concession, the bond will not expire and is to remain in full force and effect until such time as all obligations of the Concessionaire under the Concession document have been complied with to the satisfaction of the Grantor.
18. If the Concessionaire breaches any condition or fails to carry out any condition of the Concession or in carrying out the Concession Activity there arise adverse effects not authorised or reasonably foreseen in the Concession the grantor may call on the bond entered into under this Documents or any portion of it to ensure compliance with the conditions of the Concession or to remedy or mitigate those adverse effects referred to above.

with the conditions of the Concession or to remedy or mitigate those adverse effects referred to above.

Didymo

19. 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 - <http://www.biosecurity.govt.nz/cleaning>. The Concessionaire must regularly check this website and update their precautions accordingly.

Monitoring

20. The Concessionaire must pay standard Department charge-out rates for any staff time and mileage required to monitor compliance with concession conditions and to investigate any alleged breaches of the terms and conditions of the Concession, upon receipt of invoice.

Barrier Arm

21. The Concessionaire may construct and maintain a remotely-controlled barrier arm in the location shown on the plan attached as Schedule 4. The Concessionaire may use the barrier arm to control public vehicular access along the Cascade access road beyond this point during operating hours.
22. The Concessionaire must leave the barrier arm up and must not prevent public vehicular access along the Cascade road outside of operating hours.
23. The Concessionaire must erect a sign beside the barrier arm informing the public of the restrictions to vehicular access along the Road. The sign must contain the Concessionaire's contact details. The cost of the sign will be met by the Concessionaire.

SCHEDULE 4

Permission holder: **Bathurst Coal Limited**
Permission Number: **54303-OTH**
Location ID: **68026**
Permission area: **2.4 ha**



The Government of New Zealand
Department of Conservation

New Zealand Government
Te Kaitiaki Take Kōwhiri

This map is to be used for information only and is not to be used for any other purpose without the written consent of the Department of Conservation.



Legend

- Permission area
- Stewardship area

0.5 km

Date prepared: Thursday 6 June 2019

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SCHEDULE 5

RIGHTS AND POWERS IMPLIED IN EASEMENTS

A. FIFTH SCHEDULE PROPERTY LAW ACT 2007

Rights implied in easements of vehicular right of way

1. Right to pass and re-pass

- (1) The grantee and the grantor have (in common with one another) the right to go, pass, and re-pass over and along the land over which the right of way is granted.
- (2) That right to go, pass, and re-pass is exercisable at all times, by day and by night, and is exercisable with or without vehicles, machinery, and equipment of any kind.
- (3) In this clause, the grantee and the grantor include agents, contractors, employees, invitees, licensees, and tenants of the grantee or the grantor.

2. Right to establish and maintain driveway

The owners and occupiers of the land for the benefit of which, and the land over which, the right of way is granted have the following rights against one another:

- (a) the right to establish a driveway on the land over which the right of way is granted, and to make necessary repairs to any existing driveway on it, and to carry out any necessary maintenance or upkeep, altering if necessary the state of that land; and
- (b) any necessary rights of entry onto that land, with or without machinery, plant, and equipment; and
- (c) the right to have that land at all times kept clear of obstructions, whether caused by parked vehicles, deposit of materials, or unreasonable impediment to the use and enjoyment of the driveway; and
- (d) the right to a reasonable contribution towards the cost of establishment, maintenance, upkeep, and repair of the driveway to an appropriate standard; and
- (e) the right to recover the cost of repairing any damage to the driveway made necessary by any deliberate or negligent act of a person bound by these covenants or that person's agents, contractors, employees, invitees, licensees, or tenants.

3. Right to have land restored after completion of work

- (1) This clause applies to a person bound by these covenants (person A) if a person entitled to enforce these covenants (person B) has undertaken work, in accordance with the right conferred by clause 2(a) or with an order of a court, on the land over which a right of way is granted.
- (2) Person A has the right, after the completion of the work, to have the land restored as far as possible to its former condition (except for the existence of the driveway).
- (3) That right of person A is subject to person B's right, in accordance with clause 2(d), to receive a reasonable contribution towards the cost of the work.

B. LAND TRANSFER REGULATIONS 2002

1. Interpretation

In this schedule, unless the context requires otherwise,—

dominant land, in relation to an easement, means the land that takes the benefit of the easement and that is described by reference to the register in a transfer instrument, easement instrument, or deposit document

easement facility,—

- (a) in relation to a right to convey water, means pipes, pumps, pump sheds, storage tanks, water purifying equipment, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (b) in relation to a right to convey electric power or a right to convey telecommunications and computer media, means wires, cables (containing wire or other media conducting materials), towers, poles, transformers, switching gear, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (c) in relation to a right of way, means that part of the surface of the land described as the stipulated area:
- (d) in relation to a right to drain water, means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (e) in relation to a right to drain sewage, means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, surface boxes, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution:
- (f) in relation to a right to convey gas, means pipes, conduits, valves, other equipment suitable for that purpose (whether above or under the ground), and anything in replacement or substitution

grantee, in relation to an easement,—

- (a) means—
 - (i) the registered proprietor of the dominant land; or
 - (ii) the person having the benefit of an easement in gross; andincludes the agents, employees, contractors, tenants, licensees, and other invitees of the grantee

grantor, in relation to an easement,—

- (a) means the registered proprietor of the servient land; and
- (b) includes the agents, employees, contractors, tenants, licensees, and other invitees of the grantor

servient land, in relation to an easement, means—

- (a) the parcel of land over which an easement is registered and that is described by reference to the register in a transfer instrument, easement instrument, or deposit document:
- (b) a stipulated course or stipulated area

stipulated course or stipulated area, in relation to any of the classes of easements referred to in these regulations, means the course that—

- (a) is shown on a plan prepared for the purpose of specifying the easement; and
- (b) is referred to in a transfer instrument, easement instrument, or deposit document.

2. Classes of easements

For the purposes of regulation 10(a), easements are classified by reference to the following rights:

- (a) a right to convey water:
- (b) a right to drain water:
- (c) a right to drain sewage:
- (d) a right of way:
- (e) a right to convey electricity:
- (f) a right to convey telecommunications and computer media:
- (g) a right to convey gas.

Rights and powers implied in easements granting certain rights

3. Right to convey water

1. A right to convey water includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to take and convey water in free and unimpeded flow from the source of supply or point of entry through the easement facility and over the servient land to the dominant land.
2. The right to take and convey water in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.
3. The easement facility referred to in sub clause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.
4. The grantor must not do and must not allow to be done anything on the servient land that may cause the purity or flow of water in the water supply system to be diminished or polluted.

4. Right to drain water

1. A right to drain water includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to convey water (whether sourced from rain, springs, soakage, or seepage) in any quantity from the dominant land through the easement facility and over the servient land.

2. The right to drain water is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.

3. The easement facility referred to in sub clause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

5. Right to drain sewage

1. A right to drain sewage includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights to drain, discharge, and convey sewage and other waste material and waste fluids through the easement facility and over the servient land.

2. The right to drain, discharge, and convey sewage and other waste material and waste fluids is limited to the extent required by any period of necessary cleansing, renewal, modification, or repair of the easement facility.

3. The easement facility referred to in sub clause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

6. Rights of way

1. A right of way includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to go over and along the easement facility.

2. The right to go over and along the easement facility includes the right to go over and along the easement facility with or without any kind of—

- (a) vehicle, machinery, or implement; or
- (b) domestic animal or (if the servient land is rural land) farm animal.

3. A right of way includes—

- (a) the right to establish a driveway, to repair and maintain an existing driveway, and (if necessary for any of those purposes) to alter the state of the land over which the easement is granted; and
- (b) the right to have the easement facility kept clear at all times of obstructions (whether caused by parked vehicles, deposit of materials, or unreasonable impediment) to the use and enjoyment of the driveway.

7. Right to convey electricity

1. A right to convey electricity includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey electricity and electric impulses without interruption or impediment from the point of entry through the easement facility and over the servient land.

2. The right to convey electricity without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.

3. The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

8. Right to convey telecommunications and computer media

1. A right to convey telecommunications and computer media includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey telecommunications and computer media without interruption or impediment from the point of entry through the easement facility and over the servient land.
2. The right to convey telecommunications and computer media without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
3. The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

9. Right to convey gas

1. A right to convey gas includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to lead and convey gas without interruption or impediment from the point of entry through the easement facility and over the servient land.
2. The right to lead and convey gas without interruption or impediment is limited to the extent required by any period of necessary renewal or repair of the easement facility.
3. The easement facility referred to in subclause (1) is the easement facility laid or to be laid along the stipulated course or stipulated area, as agreed by the grantor at the time of installation of the facility.

Rights and powers implied in all classes of easements

10. General rights

1. All the easements referred to in this schedule include—
 - (a) the right to use any easement facility already situated on the stipulated area or course for the purpose of the easement granted; and
 - (b) if no suitable easement facility exists, the right to lay, install, and construct an easement facility reasonably required by the grantee (including the right to excavate land for the purpose of that construction).
2. The grantor must not do and must not allow to be done on the servient land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the easement facility.
3. The grantee must not do and must not allow to be done on the dominant land or the servient land anything that may interfere with or restrict the rights of

any other party or interfere with the efficient operation of the easement facility.

11. Repair, maintenance, and costs

1. If the grantee (or grantees, if more than 1) has (or have) exclusive use of the easement facility, each grantee is responsible for arranging the repair and maintenance of the easement facility, and for the associated costs, so as to keep the facility in good order and to prevent it from becoming a danger or nuisance.
2. If the grantee (or grantees, if more than 1) and the grantor share the use of the easement facility, each of them is responsible equally for the repair and maintenance of the easement facility, and for the associated costs, for the purposes set out in subclause (1).
3. If the easement is in gross, the grantee bears the cost of all work done outside the servient land.
4. The parties responsible for maintenance under subclause (1) or subclause (2) (as the case may be) must meet any associated requirements of the relevant local authority.

12. Rights of entry

1. For the purpose of performing any duty or in the exercise of any rights conferred under these regulations or implied in any easement, the grantee may—
 - (a) enter upon the servient land by a reasonable route and with all necessary tools, vehicles, and equipment; and
 - (b) remain on the servient land for a reasonable time for the sole purpose of completing the necessary work; and
 - (c) leave any vehicles or equipment on the servient land for a reasonable time if work is proceeding.
2. The grantee must ensure that as little damage or disturbance as possible is caused to the servient land or to the grantor.
3. The grantee must ensure that all work is performed in a proper and workmanlike manner.
4. The grantee must ensure that all work is completed promptly.
5. The grantee must immediately make good any damage done to the servient land by restoring the surface of the land as nearly as possible to its former condition.
6. The grantee must compensate the grantor for all damages caused by the work to any crop (whether ready for harvest or not) or to any buildings, erections, or fences on the servient land.

13. Default

If the grantor or the grantee does not meet the obligations implied or specified in any easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation;
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the servient land;
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation;
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

14. Disputes

If a dispute in relation to an easement arises between parties who have a registered interest under the easement,—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

**AUTHORITY TO ENTER AND OPERATE ON PUBLIC CONSERVATION LAND UNDER MINING
PERMITS 41455, 41274 and 41456**

Pursuant to, and subject to all the conditions set out in the Access Arrangement 37355-AA, 8 September 1999, and subsequent variations 1 through 6; and 37269-AA-V7, a variation dated 09 January 2016:

Permit Holders Name: Bathurst Coal Limited and Buller Coal Limited

Address: Bathurst Resources Ltd.

PO Box 250

Westport 7866

Is authorised to enter that portion of land managed by the Department of Conservation being that area specified within Cascade Mining Permit 41455; and Coalbrookdale mining permits, MP41274 and MP41456 to conduct site rehabilitation, revegetation, and management activities and in accordance with the annual work programme dated 06 September 2022 for a period from **01 September 2024 to 31 August 2025**.

Any variation to the approved annual work programme will require a new work programme to be submitted, considered, and approved by the Minister prior to any works occurring which are not authorised under the annual work programme approved by the Department.

This Authority also acts to approve the updated bond quantum for the 2024-2025 Annual Work Plan period to be \$501,000.00 for held collectively in escrow by the West Coast Regional Council, for the Regional Council, District Council, and the Department.

Dated at **Westport** this (date)

Suvi Van Smit
Operations Manager
Buller Kawaiteri District Office
Western South Island
Department of Conservation

ACCESS ARRANGEMENT SEVENTH VARIATION

THIS SEVENTH AGREEMENT varying and modifying the Access Arrangement for Mining Permit 41455 dated 8 September 1999.

Date of execution of this variation 9th January 2016.

Parties:

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

and

Bathurst 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 8 September 1999 (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 24 June 2005 the Minister agreed to a first variation to the Access Arrangement as varied.
- C. On 4 May 2011 the Minister agreed to a second variation to the Access Arrangement as varied.
- D. On 7 September 2012 the Minister agreed to a third variation to the Access Arrangement as varied.
- E. 2 November 2012 the Minister agreed to a fourth variation to the Access Arrangement as varied.
- F. On 29 November 2013 the Minister agreed to a fifth variation to the Access Arrangement as varied.
- G. On 8 August 2014 the Minister agreed to a sixth variation to the Access Arrangement as varied.
- H. This seventh agreement varies and modifies the Access Arrangement.

The parties hereby AGREE as follows:

Updating the use of a redundant term within the Access Arrangement

1. That the now redundant term "Conservator" is hereby updated and replaced throughout the Access Arrangement by deleting all occurrences of the term "Manager" and inserting the new term "Manager", as defined in the new "Interpretation" section (Condition 1 of the Access Arrangement), in its place.

Variation of existing conditions

2. That condition 1 of the Access Arrangement is hereby varied as follows by deleting condition 1 and replacing it with the following new condition 1:

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 Manager.

"Annual Work Programme", "Work Programme" or "Work Plan" means an annual work plan (referred to in Condition 6 and elsewhere in this Access Arrangement) which the Permit holder must submit at least annually to the Manager for his/her approval and which is a precondition to the Permit holder carrying out any Mining or Mining Operations on the Land.

"Manager" means the person for the time being holding the office of a Tier 3 or Tier 4 Manager of the Department of Conservation.

"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 41455 or any replacement permit therefor in the name of the Permit holder.

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

"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.

3. That condition 4 of the of the Access Arrangement is hereby varied as follows by deleting condition 4 and replacing it with the following new condition 4:

"4. Pursuant to section 76 of the Act the Permit holder will also pay to the Minister:

- (a) All actual and reasonable costs to cover the administrative costs of processing this Access Arrangement; and
- (b) The actual and reasonable costs of administering this Access Arrangement; and
- (c) The actual and reasonable costs of monitoring compliance of all conditions in this Access Arrangement including all associated inspections of the Land by the Department."

4. That condition 5 of the of the Access Arrangement is hereby varied as follows by deleting condition 5 and replacing it with the following new condition 5:

"5. The Permit holder will pay to the Minister a Management Fee of \$500.00 + GST per annum for administration and file management associated with the Mining and Mining operations and/or management of this Access Arrangement."

5. That condition 8 of the of the Access Arrangement is hereby varied as follows by deleting condition 8 and replacing it with the following new condition 8A:

"8A At the time of seeking Work Programme approval (by submitting the documents

required by Condition 6) the Permit holder shall lodge the following with the Manager: a copy of the insurance policies and premium payments receipts as required by condition 15A; copy of guarantees or bonds as required by Condition 16 and a revised bond quantum report for the following 12 months Mining Operations required by Condition 8B; copies of the Mining Permit granted pursuant to section 25 of the Act; copies of all resource consents required under the Resource Management Act 1991 for the Mining and Mining Operations.”

6. That condition 37A of the of the Access Arrangement is hereby deleted.

Variation of existing Schedules

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

FIRST SCHEDULE

The Land:

The Permit holder, subject to the conditions contained in the Access Arrangement, will have access to approximately 84.5 hectares of Mt Rochfort Conservation Area, land administered by the Department of Conservation pursuant to section 25 of the Conservation Act 1987 and within MP 41455. The land is located 3 km south east of Burnett's Face, Denniston, as shown on the attached Plan 1 and Plan 2 and described as Block X Kawatiri Survey District, Buller District Council, Nelson Land District.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

1499600

1500000

1500400

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1501200

MP 41455 - PLAN 1

5374600

5374000

5374400

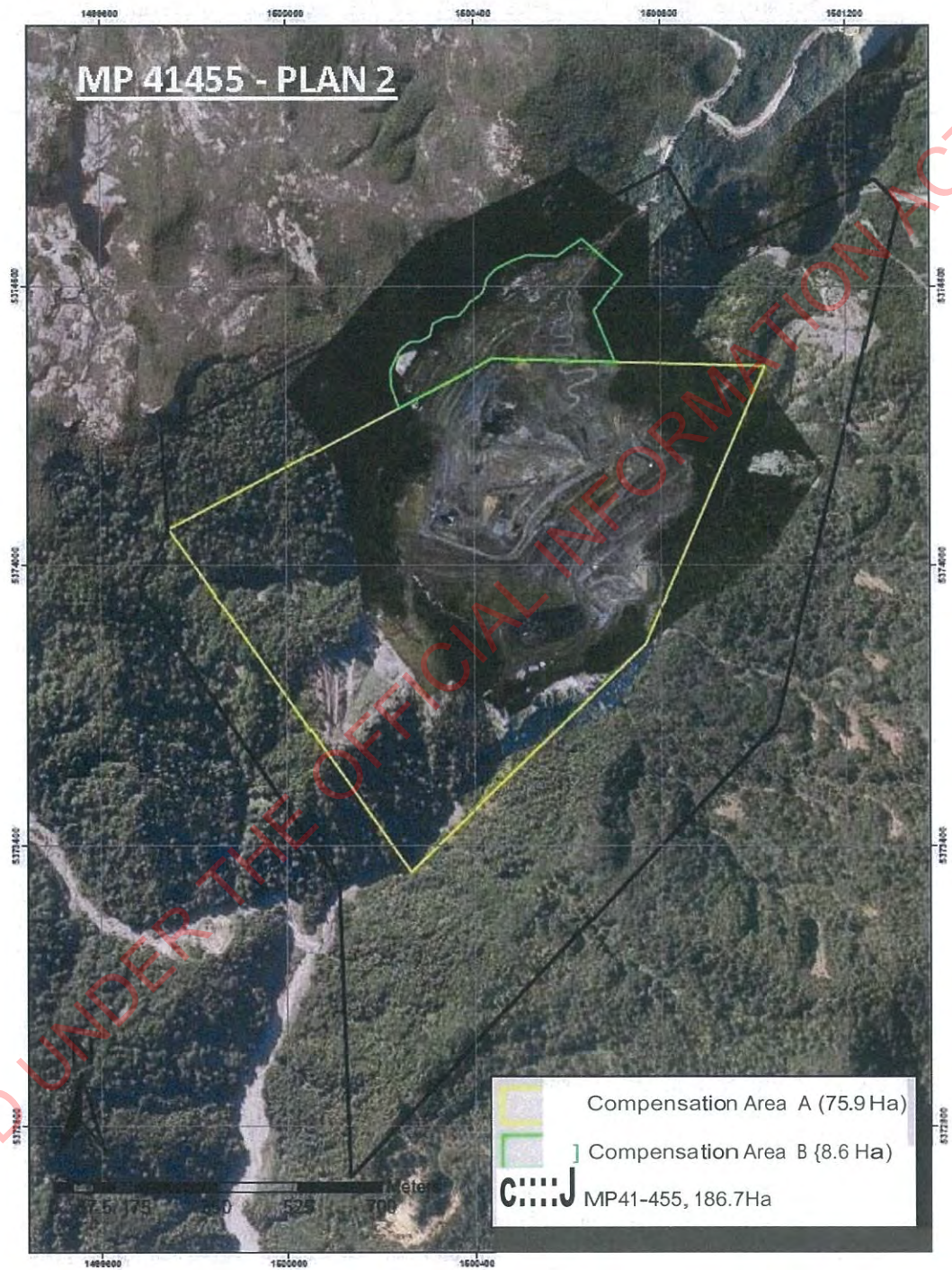
5372800



Access Arrangement Area, 84.5 Ha

MP41-455, 186.7Ha

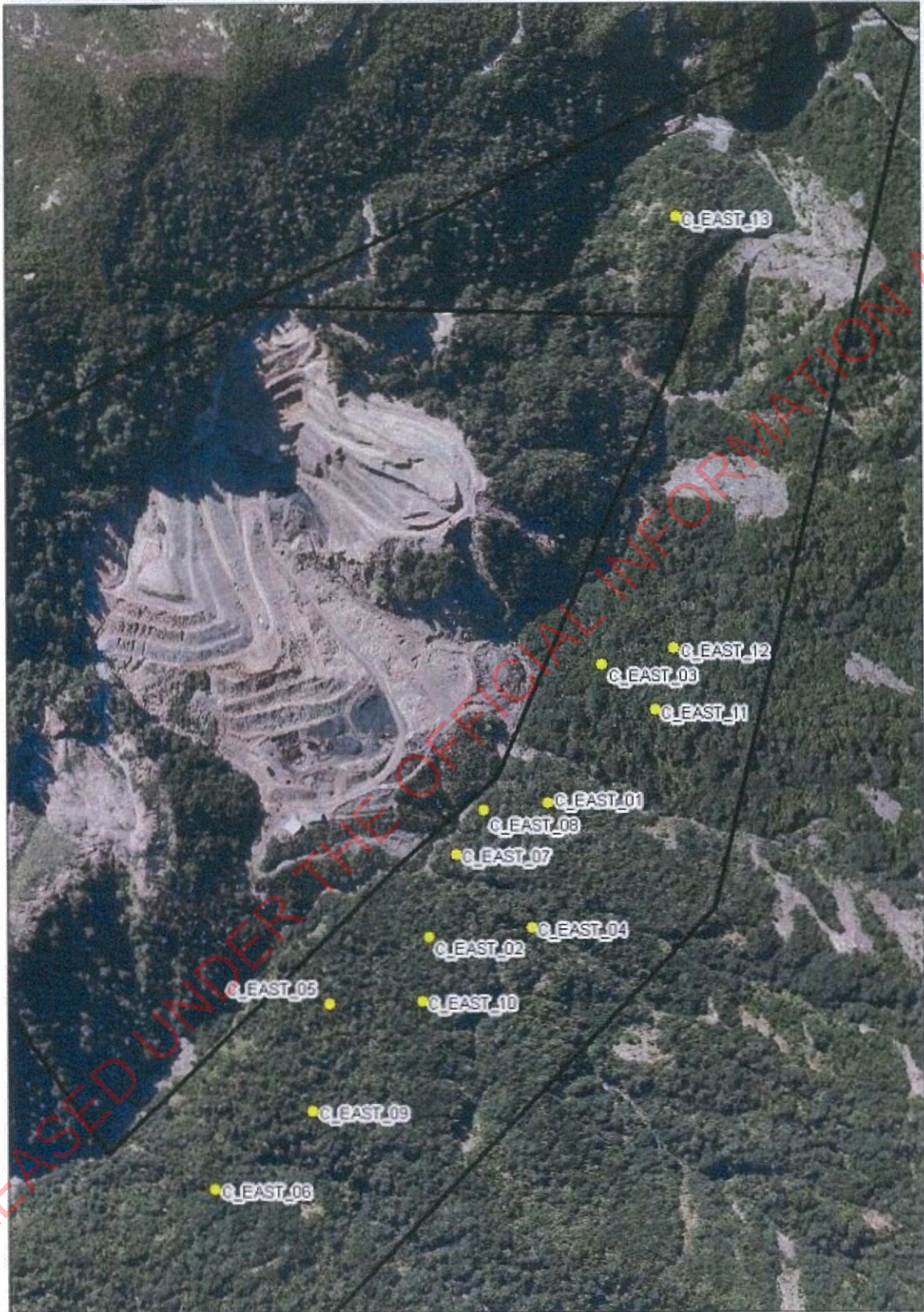
41455 AA Variation 7 & Consolidated AA



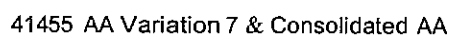
The Permit holder, subject to the conditions contained in the Access Arrangement, shall also have access to those thirteen sites at Cascade East identified on the attached Plan 3 and those thirteen drill sites at Cascade North identified on the attached Plan 4 and listed in Table 1 below, which are within Mt Rochfort Conservation Area, land administered by the Department of Conservation pursuant to section 25 of the Conservation Act 1987 and within MP 41455, for the purposes of undertaking exploration drilling activity.

Table 1. Cascade Drill Site Location Details

SITE ID	DRILL RIG ACCESS	SITE COORDINATES (NZTM)		KIWI SEARCH REQUIRED
		EASTING	NORTHING	
C_EAST_EXP_01	Helicopter access	1500833	5373795	Yes
C_EAST_EXP_02	Helicopter access	1500677	5373622	Yes
C_EAST_EXP_03	Helicopter access	1500904	5373975	Yes
C_EAST_EXP_04	Helicopter access	1500811	5373635	Yes
C_EAST_EXP_05	Helicopter access	1500548	5373536	Yes
C_EAST_EXP_06	Helicopter access	1500399	5373297	Yes
C_EAST_EXP_07	Helicopter access	1500713	5373730	Yes
C_EAST_EXP_08	Helicopter access	1500749	5373787	Yes
C_EAST_EXP_09	Helicopter access	1500525	5373398	Yes
C_EAST_EXP_10	Helicopter access	1500668	5373540	Yes
C_EAST_EXP_11	Helicopter access	1500972	5373916	Yes
C_EAST_EXP_12	Helicopter access	1500997	5373996	Yes
C_EAST_EXP_13	Helicopter access	1501002	5374555	Yes
C_EAST_14	Helicopter access	1500875	5373870	Yes
C_EAST_15	Helicopter access	1500795	5373715	Yes
C_EAST_16	Helicopter access	1500794	5373514	Yes
C_EAST_17	Helicopter access	1500475	5373462	Yes
C_EAST_18	Helicopter access	1500447	5373422	Yes
C_EAST_19	Helicopter access	1500521	5373469	Yes
EC_GT_02	Helicopter access	1501000	5373906	Yes
EC_GT_03	Helicopter access	1500900	5373608	Yes
EC_GT_05	Helicopter access	1501044	5373734	Yes
C_P_06	Helicopter access	1500665	5374751	Yes
C_P_10	Track Mounted	1500796	5374783	Yes
C_P_11	Track Mounted	1500726	5374735	Yes
C_P_14	Track Mounted	1500802	5374841	Yes



Plan3: Cascade East Drill Sites -Mining Permit41455



Plan 4: Cascade North and East Drill Sites – Mining Permit 41455

Insertion of new conditions

5. That a new condition 8B is hereby inserted into the Access Arrangement as follows:

"8B (a) The Permit holder must undertake annually, unless a longer review period is agreed with the Manager, a bond assessment for the following 12 months of Mining Operations and submit a bond assessment report, based on that bond assessment, quantifying:

- (i) The costs of rehabilitating and closing the Land affected by Mining and Mining Operations in the event of a cessation of Mining and Mining Operations in the forthcoming 12 month period;
- (ii) The costs for aftercare of the Land affected by Mining and Mining Operations following closure of the mine including the provision of a capital fund for ongoing monitoring, water treatment, and weed, pest and predator control.

(b) Such bond assessment and bond assessment report are to be conducted in conjunction with a suitably qualified independent third party nominated by the Permit holder and approved by the Manager, and must make recommendations as to the extent of any further bonds or any changes to bond quanta and/or framework of bonds and/or other assurances (including insurance and cash grant) to address the outcomes of the bond assessment in an effective and cost efficient manner. The Manager may, at the Permit holder's expense, commission an independent peer review of the bond assessment, or commission such other advice on bond assessment matters (including without limitation an independent assessment of risk matters) as he or she reasonably considers desirable."

6. That conditions 16, 17, 18 and 19 of the Access Arrangement are hereby varied as follows by deleting conditions 16, 17, 18 and 19 and replacing them with the following new conditions 16, 17, 18, 19, 19AA, 19AB, 19A, 19B, 19C, 19D, 19E, 19F, 19G, 19H, 19I, and 19J:

"BONDS

Performance, Rehabilitation and Post Closure Bond

16. 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 as detailed in condition 16(a). Subject to any change under Condition 17, the Performance, Rehabilitation and Post Closure Bond is to be set at **seven hundred and ninety thousand dollars (\$790,000)**.
- (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 Manager. 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 Manager having regard to, but not being bound by, the bond assessment and bond assessment report provided under condition 8B in setting the final bond quantum or quanta.
 - (b) The quantum required under conditions 16 and 17 shall be clearly identified and apportioned between performance and rehabilitation costs, and post closure costs, within the bond assessment report required under condition 8B and must adequately cover all potential costs and liabilities.
 - (c) The Performance, Rehabilitation and Post Closure Bond shall be provided by the Permit holder for a minimum term of three years and shall be renewed annually for a further three year term or such other term as agreed by the Manager.
17. The Manager will review the Performance, Rehabilitation and Post Closure Bond required under Condition 16 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 Manager is to have regard to the bond assessment and bond assessment report provided under Condition 8B, but is not bound by such bond assessment and bond assessment report in setting the final bond quantum or quanta.

- 18 The Performance, Rehabilitation and Post Closure Bond required under Condition 16 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 19A 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.
- 19 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 plan, or sub plan approved under this Access Arrangement), the Manager may call on the Performance, Rehabilitation and Post Closure Bond entered into under Condition 16 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.
- 19AA Should the Permit holder dispute the amount of bond determined by the Manager under condition 17, then 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 Manager 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 Manager. 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 19AB the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration decision.

- 19AB If the arbitration decision is not made available by the date of arbitration decision referred to in condition 19AA then the amount of bond shall be the sum fixed by the Manager under condition 17, 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.

Post-closure cash grant

- 19A Immediately prior to closure of the Land, the Permit holder shall make to the Minister a post-closure cash grant as determined by the bond assessment and bond assessment report provided for in condition 8B for providing a capital fund for ongoing monitoring, water treatment and weed, pest and predator control arising from the Mining and Mining Operations and reasonably required on the Land post closure and not otherwise required to be undertaken by the Permit holder under this Access Arrangement.
- 19B The quantum of the post closure cash grant shall be determined by the Manager 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 the costs described in Condition 19A.
- 19C The parties acknowledge that the post-closure cash grant to be paid pursuant to Condition 19A 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 19A.
- 19D Notwithstanding anything in conditions 16-19C of this Access Arrangement, the Manager, 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 Manager 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 Manager up until closure of the Land is achieved, having regard to the risk assessments to be provided under Condition 8A. The Manager may

also commission, at the Permit holder's expense, a separate risk assessment, or analysis of the risk assessment provided under Condition 8A. 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 19A.

- 19E Should the Permit holder dispute the amount of the post closure cash grant determined by the Manager under condition 19A or 19D, then 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 Manager 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 Manager. 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.
- 19F If the arbitration decision is not made available by the date of arbitration decision referred to in condition 19E then the amount of the post closure cash grant shall be the sum fixed by the Manager under Condition 19E, 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.
- 19G In Conditions 16-19F, 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 approved under this Access Arrangement and including in particular any closure criteria therein. The

phrase 'post closure' means after closure of the Land has been achieved by the Permit holder.

Bonds generally

- 19H The Permit holder shall not be required to provide or maintain a bond in respect of any risk that, in the opinion of the Manager, is adequately covered by an alternative form of assurance (including any other bond or insurance).
- 19I All bonds required under this Access Arrangement shall be in a form acceptable to, and in the sole discretion of, the Manager. Any variation to bonds shall be approved, in writing, by the Manager prior to coming into effect. The Permit holder shall provide evidence that the required bonds remain in force and effect when requested by the Manager.
- 19J In the event that there is an adverse effect to the Land and its natural resources whether during or after the completion of the Mining and Mining Operations and arising from the Mining and Mining Operations which is not permitted by this Access Agreement and could not have reasonably been foreseen, the Permit holder will take all action necessary to mitigate or remedy those adverse effects. If the Permit holder fails to mitigate or remedy those adverse effects to the Manager's satisfaction, the Manager may undertake any necessary action to do so and recover the costs associated with undertaking the work by calling on the bond or bonds."

Term

20. Condition 29 is to be deleted and replace with the following:
 "The term of this Access Arrangement shall be until 30 September 2030 or until the expiry of the Mining Permit whichever occurs first."

Confirmation of other Access Arrangement Conditions and Restatement of Access Arrangement

21. 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.
22. For the sake of convenience of the parties a clean version of the amended and consolidated Access Arrangement, including this and all previous variations (with the

tidying up of numbering, formatting, updating references to legislation and making minor changes for consistency and comprehension as appropriate and agreed between the parties) is attached as Schedule 1 hereto. In the case of inconsistency between this and/or the previous variations and the amended and consolidated Access Arrangement the variations shall prevail.

Costs

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

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

[Signature]
.....

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	<i>Christopher Woodhouse</i>
Witness Address	s.9(2)(a)
Witness Occupation	<i>Ranger.</i>

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

Director (signature)	s.9(2)(a)
Full name	<i>Richard John Tacon</i>

In the presence of:

Witnessed Signature	s.9(2)(a)
Witness Full Name	
Witness Address	
Witness Occupation	<i>Wellington Accountant</i>

And by

Director (signature)	
Full name	

In the presence of:

Witnessed Signature	
Witness Full Name	
Witness Address	
Witness Occupation	

SCHEDULE 1

CONSOLIDATED AND RESTATED ACCESS ARRANGEMENT AS AT 22 AUGUST 2016

THIS AGREEMENT for an Access Arrangement pursuant to section 61 of the Crown Minerals Act 1991 is made on the 8th day of September 1999 between the **MINISTER OF CONSERVATION** (hereinafter together with the Minister's agents referred to as "the Minister") and **BATHURST COAL LIMITED** (formerly Cascade Mining Limited) whose registered office is at 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 41455) 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 Schedule hereto:

INTERPRETATION

1. "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 Manager.

"Annual Work Programme", "Work Programme" or "Work Plan" means an annual work plan (referred to in Condition 6 and elsewhere in this Access Arrangement) which the Permit holder must submit at least annually to the Manager for his/her approval and which is a precondition to the Permit holder carrying out any Mining or Mining Operations on the Land.

"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.

"Manager" means the person for the time being holding the office of a Tier 3 or Tier 4 Manager of the Department of Conservation.

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

"Mining Permit" means MP 41455 or any replacement permit therefor in the name of the Permit holder.

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

"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.

ASSIGNMENT

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

COMPENSATION

3. Pursuant to section 76 of the Act, the Permit holder shall pay the Minister:
 - (a) \$6,000.00 (plus GST) annually for the intrusion of an industrial operation on Public Conservation Land; and
 - (b) \$2,800.00 (plus GST) per hectare of disturbance within the area outlined in orange and identified as Compensation area A on the attached plan named "MP 41 455 - Compensation Areas", less the total of any amount paid under (d) or (e) below; and
 - (c) \$15,000.00 (plus GST) per hectare of disturbance within the area outlined in blue and identified as Compensation area B on the attached plan named "MP

41 455 - Compensation Areas", less the total of any amount paid under (d) or (e) below.

Plus additional payments of:

- (d) \$500.00 (plus GST) per site for each drill site drilled outside of disturbed areas; and
- (e) \$500.00 (plus GST) per tree for each tree larger than 200 mm diameter at breast height which is felled at any drill site drilled outside of disturbed areas.

Compensation for intrusion of an industrial operation shall be paid by the Permit holder for the forthcoming year, at the time of presentation of the Annual Work Programme required in Condition 23(a).

All other compensation shall be paid by the Permit holder in retrospect for the previous year, at the time of presentation of the Annual Work Programme required in Condition 23(a).

All compensation is payable into a Department of Conservation administered trust account to be used by the Department for biodiversity or weed control programmes in the Buller Area, Western South Island Region. The Manager shall annually advise the Permit holder, at a time as agreed between the Manager and Permit holder, of where any compensation money paid under this Access Arrangement has been spent within the previous year and where any compensation money paid under this Access Arrangement would be spent in the forthcoming year.

ADMINISTRATION COSTS

4. Pursuant to section 76 of the Act the Permit holder will also pay to the Minister of Conservation:
 - (a) All actual and reasonable costs to cover the administrative costs of processing this Access Arrangement; and
 - (b) The actual and reasonable costs of administering this Access Arrangement; and
 - (c) The actual and reasonable costs of monitoring compliance of all conditions in this Access Arrangement including all associated inspections of the Land by the Department
5. The Permit holder will pay to the Minister a Management Fee of \$500.00 + GST per annum for administration and file management associated with the Mining and Mining operations and/or management of this Access Arrangement.

PRECONDITIONS BEFORE ENTRY TO LAND FOR MINING OPERATIONS

6. The Permit holder shall not enter in or on the Land for the purpose of commencing Mining Operations until:
 - (a) the documents referred to in clause 8A have been supplied to the Manager; and

- (b) The Permit holder has submitted to the Manager an Annual Work Programme in accordance with Special Conditions 77, 78 and 79 in the Second Schedule; and
 - (c) Any payments referred to in Conditions 3, 4, 5, 11A and 16 which are due and owing have been paid; and
 - (d) The Manager has approved the Annual Work Programme required to be submitted by Condition 6(b) and has issued the Permit holder with an Authority to Enter and Operate as provided by Condition 9A.
7. (a) The Manager may require the Permit holder to vary the proposed Work Programme to ensure the Mining Operations comply with the conditions of this Access Arrangement.
- (b) Where required by the Manager the Permit holder shall carry out a site clean-up of the Land before commencing Mining Operations.
- 8A. At the time of seeking Work Programme approval (by submitting the documents required by Condition 6) the Permit holder shall lodge the following with the Manager:
- (a) a copy of the insurance policies and premium payments receipts as required by condition 15A;
 - (b) copy of guarantees or bonds as required by Condition 16 and a revised bond quantum report for the following 12 months Mining Operations required by Condition 8B;
 - (c) copies of the Mining Permit granted pursuant to section 25 of the Act; and
 - (d) copies of all resource consents required under the Resource Management Act 1991 for the Mining and Mining Operations.
- 8B(a). The Permit holder must undertake annually, unless a longer review period is agreed with the Manager, a bond assessment for the following 12 months of Mining Operations and submit a bond assessment report, based on that bond assessment, quantifying:
- (i) The costs of rehabilitating and closing the Land affected by Mining and Mining Operations in the event of a cessation of Mining and Mining Operations in the forthcoming 12 month period;
 - (ii) The costs for aftercare of the Land affected by Mining and Mining Operations following closure of the mine including the provision of a capital fund for ongoing monitoring, water treatment, and weed, pest and predator control.
- 8B(b). Such bond assessment and bond assessment report are to be conducted in conjunction with a suitably qualified independent third party nominated by the Permit holder and approved by the Manager, and must make recommendations as to the extent of any further bonds or any changes to bond quanta and/or framework of bonds and/or other assurances (including insurance and cash grant) to address the outcomes of the bond assessment in an effective and cost efficient manner. The Manager may at the Permit holder's expense, commission an independent peer review of the bond assessment, or commission such other advice on bond assessment matters (including without limitation, an independent assessment of risk matters) as he or she reasonably considers desirable.

- 9A. Upon the Manager being satisfied that the requirements of Conditions 6, 7 and 8A have been met, the Manager will issue the Permit holder with a written "Authority to Enter and Operate" permitting the Permit holder to enter in or on to the Land to commence Mining and Mining operations for a period of 12 months, unless the Mining Permit has a lesser term remaining.
- 9B. A breach or failure to comply with the requirements of the documents referred to in Condition 6(d), and approved by the Manager, shall be deemed to be a breach of this Access Arrangement, and shall entitle the Minister or Manager to exercise any rights or powers which arise from a breach of or failure to comply with the terms of this Access Arrangement.
- 9C. Prior to the expiry of the first Authority to Enter and Operate, and each subsequent Authority to Enter and Operate thereafter, the Permit holder will submit to the Manager for approval a further Annual Work Programme and any other plans or amended plans as required by Condition 6(b) and any other requirements of Conditions 6, 7 and 8A for the succeeding 12 month period (or a lesser period if considered appropriate by the Permit holder).
- 9D. Except as permitted by the Manager, the Permit holder will not after the expiry of an Authority to Enter and Operate, undertake any work prior to each subsequent Authority to Enter and Operate has been issued by the Manager pursuant to Condition 9A.
- 9E. The Manager will not unreasonably fail to grant a subsequent Authority to Enter and Operate where the Permit holder has supplied all the required documentation and made all the payments required by Conditions 3, 4, 5, 11A and 16, 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.
- 9F. Pending the granting of a subsequent Authority to Enter and Operate the Manager may in his or her discretion, issue an interim Authority to Enter and Operate providing the documents and payments required to in Conditions 3, 4, 5, 11A and 16 have been submitted. If the documents and payments have been submitted the Manager shall not unreasonably refuse to issue an interim Authority to Enter and Operate covering the period until the application for the Authority to Enter and Operate is finally determined.
- 10. Nothing in this Access Arrangement shall permit the Permit holder to undertake underground mining provided however if the Minister is satisfied that any underground mining proposed in a Work Programme is necessary the Minister upon such conditions (including compensation additional to that provided in Condition 3 for any impacts beyond the Land described in the First Schedule) as he considers appropriate may permit the underground mining proposed in the Work Programme in whole or in part.

INDEMNITIES

- 11. The Permit holder shall indemnify and keep indemnified the Minister against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered as a result of or arising out of any act or omission of the Permit holder, or otherwise caused as a result of the Mining Operations on the Land.

- 11A. 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 to constitute an acknowledgement of exclusive possession by the Permit holder of the Land.
12. The Minister shall not be liable for and does not accept any responsibility for damage or interference to the 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.
13. The Permit holder shall take all reasonable steps to protect the safety of persons present on the Land during Mining Operations and between work periods and shall, when required by the Manager, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the Mining Operations. The Permit holder shall take all reasonable steps to mitigate any dangers to the public and shall clearly mark any that remain.
14. (a) Where the Permit holder, to ensure the safety of the public, employees, plant and equipment, requests the Manager (acting under delegated authority from the Minister) to close public access to the Land the Manager may do so if he considers it appropriate.
- (b) The Permit holder shall give the Manager reasonable notice of its request so that the Manager can ensure that all reasonable steps are taken to ensure members of the public are made aware of the closure and the reasons for it.
- (c) The Permit holder shall be responsible for the costs of ensuring that the public is made aware of the closure.

INSURANCE

- 15A. Prior to commencing Mining and Mining operations the Permit holder shall effect and maintain during the term of this Access Arrangement insurance cover for General Third Party Liability (Public Liability) for a minimum of **\$5,000,000.00** (five million dollars) and including coverage in respect of Forest and Rural Fires Act for a minimum of **\$1,000,000.00** (one million dollars).
- 15B. The Manager may from time to time require the Permit holder to alter any insurance required under this Access Arrangement, change or increase the types of 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 Manager is to act reasonably and shall have regard to any bond and risk assessment undertaken for the site but is not bound by such bond and risk assessment.

BONDS

Performance, Rehabilitation and Post Closure Bond

16. 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 as detailed in condition 16(a). Subject to any change under Condition 17, the Performance, Rehabilitation and Post Closure Bond is to be set at **seven hundred and ninety thousand dollars (\$790,000.00)**
 - (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 Manager. 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 Manager having regard to, but not being bound by, the bond assessment and bond assessment report provided under Condition 8B in setting the final bond quantum or quanta.
 - (b) The quantum required under Conditions 16 and 17 shall be clearly identified and apportioned between performance and rehabilitation costs, and post closure costs, within the bond assessment report required under Condition 16 and must adequately cover all potential costs and liabilities..
 - (c) The Performance, Rehabilitation and Post Closure Bond shall be provided by the Permit holder for a minimum term of three years and shall be renewed annually for a further three year term or such other term as agreed by the Manager.
17. The Manager will review the Performance, Rehabilitation and Post Closure Bond required under Condition 16 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 Manager is to have regard to the bond assessment and bond assessment report provided under Condition 8B, but is not bound by such bond assessment and bond assessment report in setting the final bond quantum or quanta.
18. The Performance, Rehabilitation and Post Closure Bond required under Condition 16 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 19A 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.
19. 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 plan, or sub plan approved under this Access Arrangement), the Manager may call on the Performance, Rehabilitation and Post Closure Bond entered into under Condition 16 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.

- 19AA. Should the Permit holder dispute the amount of bond determined by the Manager under condition 17, then 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 Manager 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 Manager. 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 19AB the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration decision.
- 19AB. If the arbitration decision is not made available by the date of arbitration decision referred to in Condition 19AA then the amount of bond shall be the sum fixed by the Manager under Condition 17, 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.

Post-closure cash grant

- 19A. Immediately prior to closure of the Land, the Permit holder shall make to the Minister a post-closure cash grant as determined by the bond assessment and bond assessment report provided for in Condition 8B for providing a capital fund for ongoing monitoring, water treatment and weed, pest and predator control arising from the Mining and Mining Operations and reasonably required on the Land post closure and not otherwise required to be undertaken by the Permit holder under this Access Arrangement;
- 19B. The quantum of the post closure cash grant shall be determined by the Manager 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 the costs described in Condition 19A.
- 19C. The parties acknowledge that the post-closure cash grant to be paid pursuant to Condition 19A 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 19A.
- 19D. Notwithstanding anything in conditions 16-19C of this Access Arrangement, the Manager, 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 Manager 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 Manager up until closure of the Land is achieved, having regard to the risk assessments

to be provided under Condition 8A. The Manager may also commission, at the Permit holder's expense, a separate risk assessment, or analysis of the risk assessment provided under Condition 8A. 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 19A.

- 19E. Should the Permit holder dispute the amount of the post closure cash grant determined by the Manager under Conditions 19A or 19D, then 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 Manager 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 Manager. 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.
- 19F. If the arbitration decision is not made available by the date of arbitration decision referred to in Condition 19E then the amount of the post closure cash grant shall be the sum fixed by the Manager under Condition 19E, 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.
- 19G. In Conditions 16-19F, 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 approved under this Access Arrangement and including in particular any closure criteria therein. The phrase 'post closure' means after closure of the Land has been achieved by the Permit holder.

Bonds generally

- 19H. The Permit holder shall not be required to provide or maintain a bond in respect of any risk that, in the opinion of the Manager, is adequately covered by an alternative form of assurance (including any other bond or insurance).
- 19I. All bonds required under this Access Arrangement shall be in a form acceptable to, and in the sole discretion of, the Manager. Any variation to bonds shall be approved, in writing, by the Manager prior to coming into effect. The Permit holder shall provide evidence that the required bonds remain in force and effect when requested by the Manager.
- 19J. In the event that there is an adverse effect to the Land and its natural resources whether during or after the completion of the Mining and Mining Operations and arising from the Mining and Mining Operations which is not permitted by this Access Agreement and could

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

20. Except as it is inconsistent with this Access Arrangement, the Permit holder shall 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.
- 20A. The Permit holder shall 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 Operations including the Health and Safety in 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.

FIRE PRECAUTIONS

21. The Permit holder shall:
 - (a) take all reasonable precautions to ensure no fire hazard arises from the Mining Operations;
 - (b) not light any fire except by permit issued by the Manager;
 - (c) not store or permit to be stored fuels or other combustible materials on the Land without the prior written permission of the Manager;
 - (d) comply with the Manager's requirements for fire safety equipment and for fire fighting equipment to be kept on the Land.

PROTECTION OF THE ENVIRONMENT

22. The Permit holder shall ensure that in respect of all Mining Operations under this Access Arrangement:
 - (a) environmental disturbance is minimised and land affected by Mining Operations is kept stable and free from erosion;
 - (b) there is no ground disturbance other than that authorised under this Access Arrangement;
 - (c) all flora and fauna are protected except for disturbance authorised under this Access Arrangement;
 - (d) no debris, rubbish or other dangerous or unsightly matter is deposited in or on the Land except as allowed by this Access Arrangement and there is no pollution of any water body, except as permitted under the terms of a discharge permit granted under the Resource Management Act 1991 and this Access Arrangement;

- (e) there is no destruction, damage or modification to any archaeological site in the area (as defined by the Heritage New Zealand Pouhere Taonga Act 2014) without the authority of the New Zealand Historic Places Board of Trustees obtained under section 48 of that Act. Such authority must be produced to the Manager;
- (f) any artefact (as defined by the Antiquities Act 1975) or object of historic significance found in the area shall be left in situ and the Manager and Secretary of Internal Affairs notified as soon as reasonably practicable;
- (g) every person entering on to the Land complies with the provisions of this Condition.

SUPPLY OF INFORMATION

- 23. (a) Prior to the end of 12 months from the date of the signing of this Access Arrangement, and prior to the end of each subsequent 12 months or such other times as required by the Manager, the Permit holder shall submit further Work Programmes as described in Condition 6(b).
- (b) Except to the extent permitted by an earlier Work Programme no work shall be undertaken until each Work Programme has been approved by the Manager pursuant to Conditions 6(d) and 9.
- 24. The Permit holder shall lodge with the Manager copies of the renewal of or substitution for any insurance policies including receipts for payment of premiums, any variations to bonds and evidence that the bonds are in force.
- 25. The Permit holder shall 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 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.
- 26. (a) The Permit holder shall lodge with the Manager any variations to the Mining Permit.
- (b) The Minister may vary this Access Arrangement or the Work Programme if he considers any variation to the Mining Permit makes it necessary to do so.

MONITORING

- 27. The Permit holder shall allow the Manager to enter in or on the Land at any reasonable time:
 - (a) to inspect the Land or to consider approval for Work Programmes and 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 shall not interfere with the Permit holder's rights under this Access Arrangement.

BANKRUPTCY OR INSOLVENCY

28. If the Permit holder shall become bankrupt or insolvent or have a receiving order made against it or compound with its creditors or being a corporation or company commence to be wound up or carry on its business under a receiver for the benefit of creditors or any of them the Manager may either:
- (a) terminate this Access Arrangement forthwith by notice in writing to the Permit holder or to the receiver or liquidator or to any person in whom the Access Arrangement may become vested; or
 - (b) give such receiver liquidator or other person the option of 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 amount to be agreed.

TERM

29. The term of this Access Arrangement shall be until 30 September 2030 or until the expiry of the Mining Permit whichever occurs first.

BREACH OF CONDITIONS

30. Subject to Condition 28 if the Permit holder becomes bankrupt, insolvent, or has a receiving order made against it or is wound up or otherwise ceases to function the Minister may terminate this Access Arrangement by notice in writing. Such notice shall not release the Permit holder from liability in respect of any breach of this Access Arrangement prior to the termination of the Access Arrangement.
31. (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 shall give written notice to the Permit holder specifying the default and requiring it to be remedied within 21 days. If the Permit holder fails to comply with such notice, then the Minister may by notice in writing terminate this Access Arrangement.
- (b) Termination shall not release the Permit holder from liability in respect of any breach of this Access Arrangement.
32. Upon termination or expiry of this Access Arrangement the Minister shall not be liable to pay any compensation whatsoever for any buildings, structures or improvements effected by the Permit holder. The Permit holder may remove and if requested by the Minister shall remove all such building structures and improvements. The Permit holder shall repair and make good at its own expense all damage which may have been done by such removal and shall leave the Land in a clean and tidy condition for restoration as set out herein. If the Permit holder fails to remove any buildings within a reasonable time of the request of the Minister the Minister may undertake the same and recover the costs from the Permit holder.

MISCELLANEOUS

33. If either no compensation payment as provided in Condition 3 hereof has been paid to the Minister by the Permit holder or the Permit holder has not submitted to the Manager the documents or Work Programme referred to in Condition 6 hereof or both within 3

years from the date of this Access Arrangement this Access Arrangement shall be deemed to be terminated and shall cease to have any effect.

34. Any notice required to be addressed by either party shall be sent by ordinary post or by facsimile during normal business hours and shall be deemed to have been received by the other party on such date and at such time upon which the ordinary post or facsimile would have been delivered.
35. The Minister's address, phone and fax numbers for service shall be C/- The Manager, The Department of Conservation, Private Bag 701, Hokitika; Phone (03) 756 8282; Fax (03) 756 8201.
36. The Permit holder's address, phone and fax numbers for service shall be Bathurst Coal Limited, C/- Buller Coal Limited, 14-16 Palmerston Street, Westport 7825, PO Box 290, Westport 7866, New Zealand; (03) 788 8073; Fax (03) 788 8067.
37. Any dispute arising out of or in connection with this access arrangement, not otherwise dealt with under Condition 19, shall be finally resolved by arbitration under the Arbitration Act 1996 (New Zealand) before an arbitrator appointed by the Institution of Professional Engineers of New Zealand who shall decide the dispute according to the substantive law of New Zealand.
38. The Permit holder shall not use the Land for any purposes other than those specified in this Access Arrangement. Unless otherwise authorised by this Access Arrangement, or otherwise approved by the Manager, the Permit holder shall not erect, install or operate anything on the site other than that described in the Work Programme.
39. The headings set out in this Access Arrangement have been inserted for convenience and shall not in any way limit or govern the construction of this Access Arrangement.
40. Nothing in this Access Arrangement including Special Conditions in the Second Schedule shall prevent the Minister from participating in any statutory process in respect to any matter relating to Mining or Mining operations or exploration operations in or on the Land defined in this Access Arrangement.
41. If any conditions attached to any resource consent obtained by the Permit holder are in the opinion of the Minister incompatible with this Access Arrangement the Minister may review the provisions of this Access Arrangement and this Access Arrangement shall be varied accordingly.
42. If, in the opinion of the Manager, the Mining Operations of the Permit Holder are having, or may have an adverse effect on the natural, historic or cultural values of the Land, which are not permitted by this Access Arrangement and could not have reasonably been foreseen, the Manager may either suspend the Access Arrangement until the Permit Holder remedies or mitigates such adverse effects to the extent satisfactory to the Manager; or review the conditions of this Access Arrangement and impose any further conditions necessary to avoid, remedy or mitigate such adverse effects.
43. The Permit holder must pay in full immediately and on demand all costs and fees (including solicitor's costs and fees of debt collection agencies engaged by the Minister)

arising out of and associated with steps taken by the Minister to enforce or attempt to enforce the Minister's rights and powers under this Access Arrangement including the right to recover outstanding money owed to the Minister arising from or in relation to any breach of the Access arrangement by the Permit holder.

44. 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 exploration, Mining or Mining Operations are approved under this Access Arrangement, or any Work Programme under this Access Arrangement.
45. Where this Access Arrangement provides for any matter to be approved, determined or required by the Manager or any other employee of the Department that matter shall be approved, determined or required acting reasonably.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Signed for and on behalf of)
 the Minister of Conservation)
 by **Bob Dickson** the)
 Conservation Services Manager,)
 Northern West Coast District)
 Department of Conservation,)
 pursuant to a written delegation)
 from the Minister of Conservation)
 under the Conservation Act 1987)
 in the presence of)

[Handwritten signature]
 5/12/14

[Handwritten signature]
 s.9(2)(a)

The Common seal of)
BATHURST COAL LTD)
 was hereinto affixed in the)
 presence of)

[OR]

Signed on behalf of
BATHURST COAL LTD

by:

Director

..... Director

Richard John Lacon in the presence

of

s.9(2)(a)

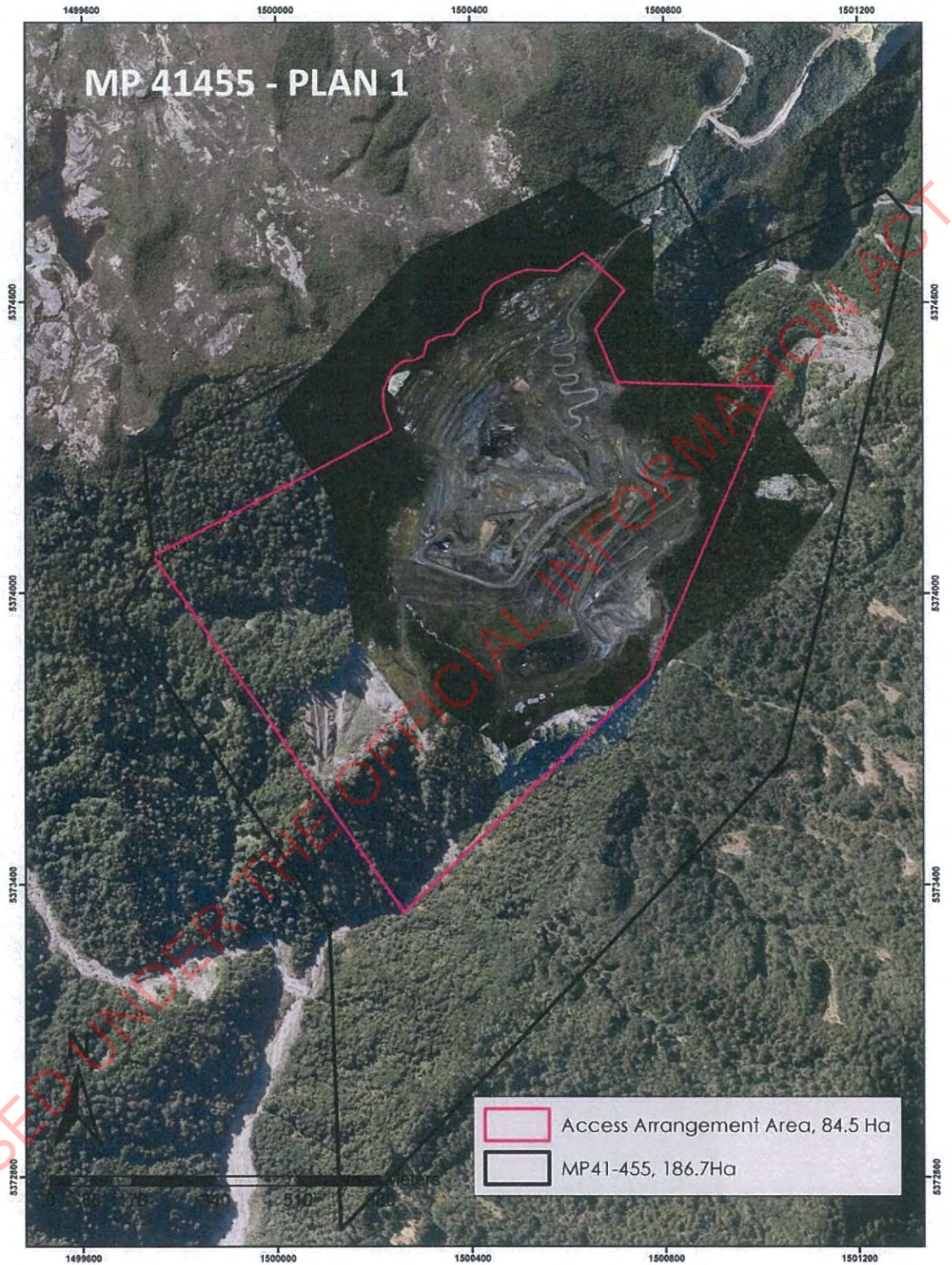
Jason Hungerford

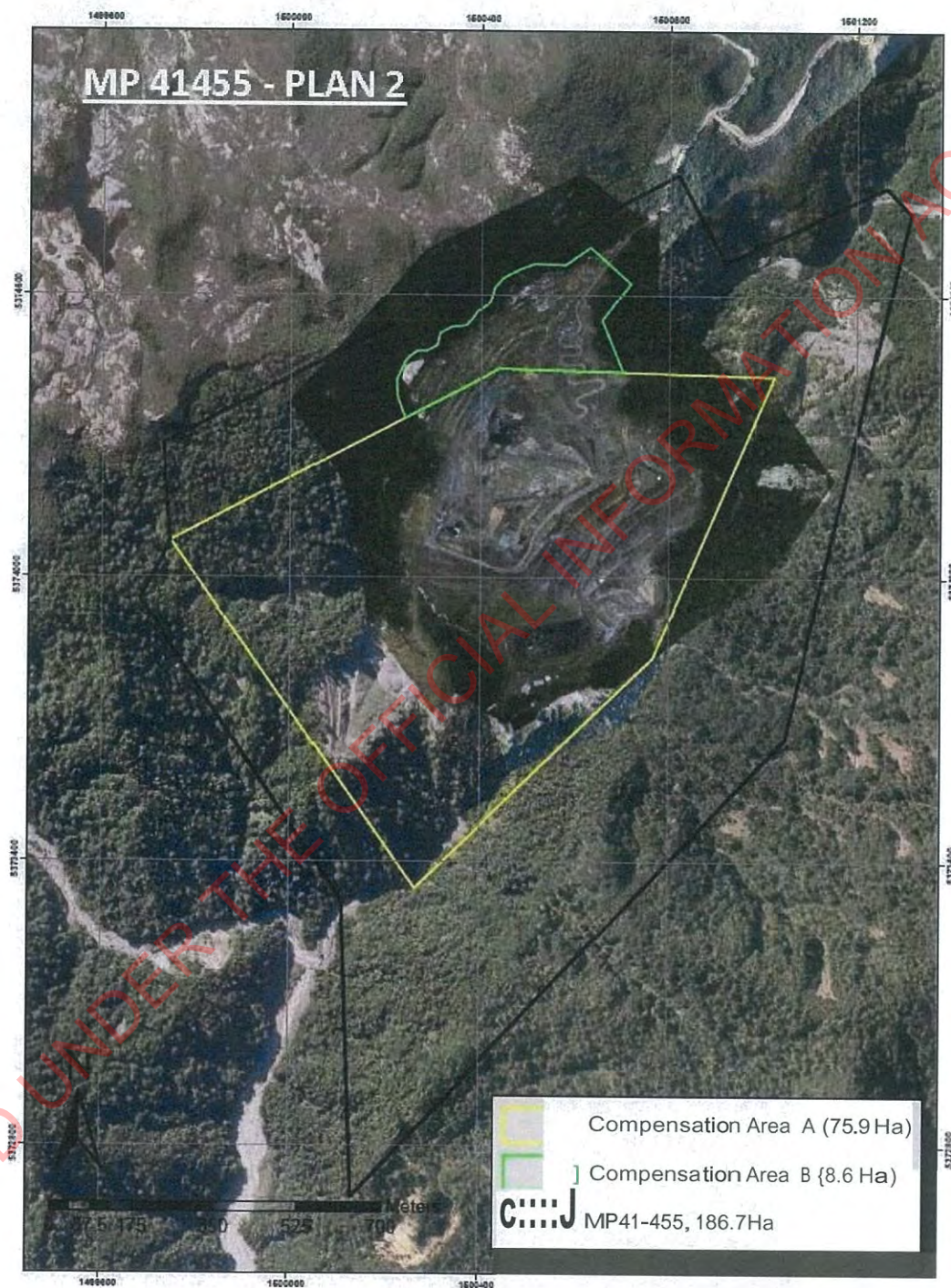
FIRST SCHEDULE

The Land:

The Permit holder, subject to the conditions contained in the Access Arrangement, will have access to approximately 84.5 hectares of Mt Rochfort Conservation Area, land administered by the Department of Conservation pursuant to section 25 of the Conservation Act 1987 and within MP 41455. The land is located 3 km south east of Burnett's Face, Denniston, as shown on the attached Plan 1 and Plan 2 and described as Block X Kawatiri Survey District, Buller District Council, Nelson Land District.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

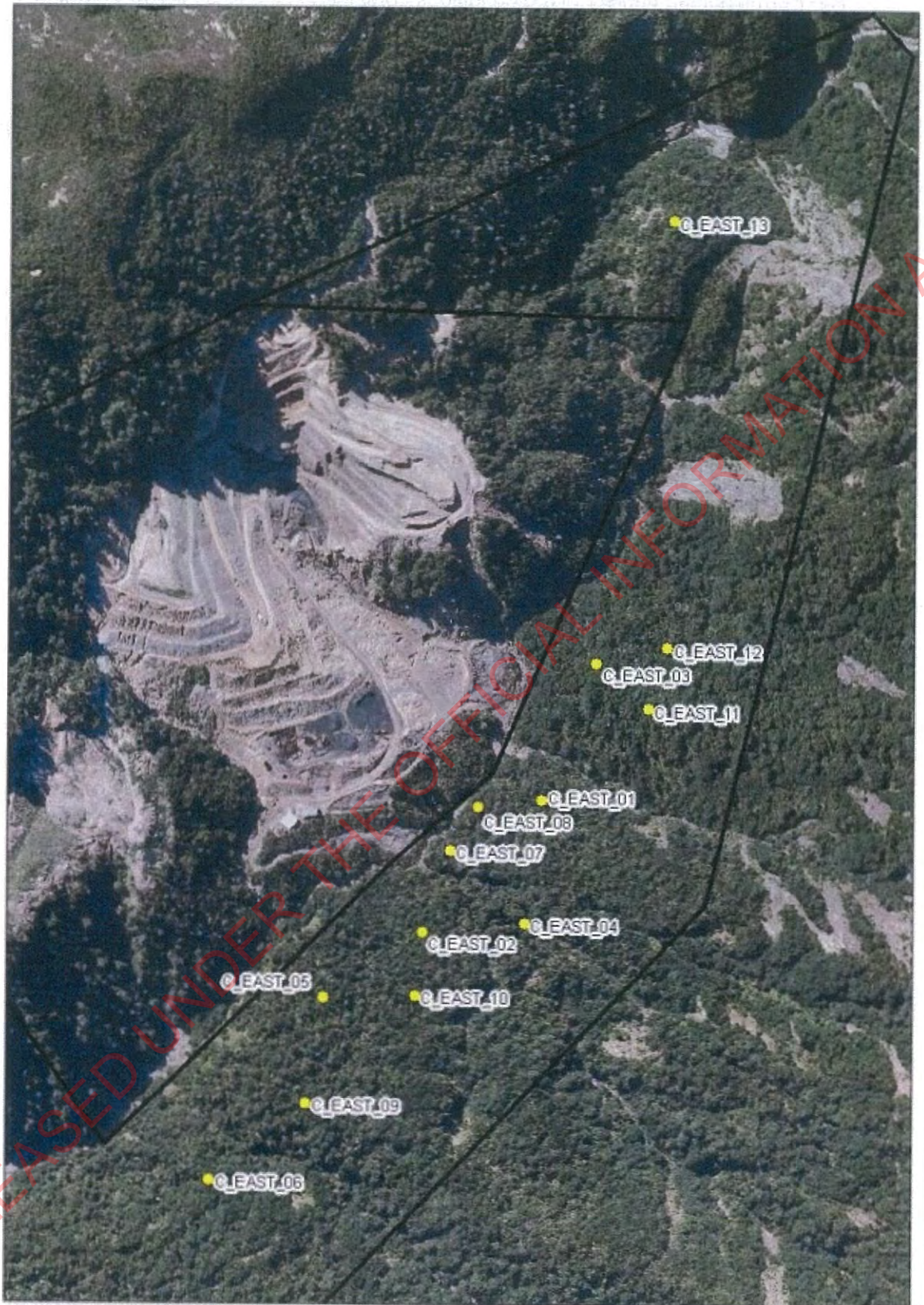




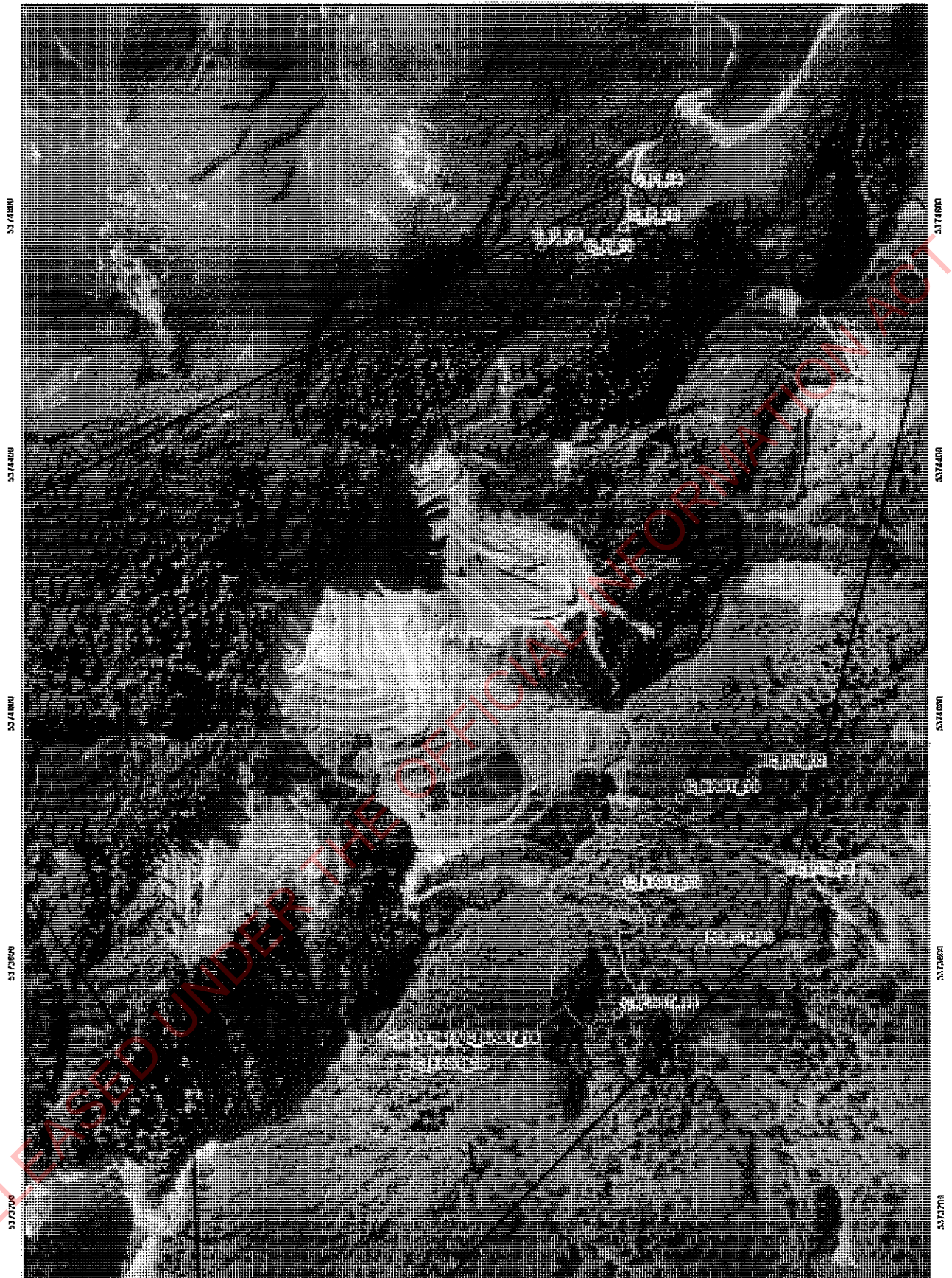
The Permit holder, subject to the conditions contained in the Access Arrangement, shall also have access to those thirteen sites at Cascade East identified on the attached Plan 3 and those thirteen drill sites at Cascade North identified on the attached Plan 4 and listed in Table 1 below, which are within Mt Rochfort Conservation Area, land administered by the Department of Conservation pursuant to section 25 of the Conservation Act 1987 and within MP 41455, for the purposes of undertaking exploration drilling activity.

Table 1. Cascade Drill Site Location Details

SITE ID	DRILL RIG ACCESS	SITE COORDINATES (NZTM)		KIWI SEARCH REQUIRED
		EASTING	NORTHING	
C_EAST_EXP_01	Helicopter access	1500833	5373795	Yes
C_EAST_EXP_02	Helicopter access	1500677	5373622	Yes
C_EAST_EXP_03	Helicopter access	1500904	5373975	Yes
C_EAST_EXP_04	Helicopter access	1500811	5373635	Yes
C_EAST_EXP_05	Helicopter access	1500548	5373536	Yes
C_EAST_EXP_06	Helicopter access	1500399	5373297	Yes
C_EAST_EXP_07	Helicopter access	1500713	5373730	Yes
C_EAST_EXP_08	Helicopter access	1500749	5373787	Yes
C_EAST_EXP_09	Helicopter access	1500525	5373398	Yes
C_EAST_EXP_10	Helicopter access	1500668	5373540	Yes
C_EAST_EXP_11	Helicopter access	1500972	5373916	Yes
C_EAST_EXP_12	Helicopter access	1500997	5373996	Yes
C_EAST_EXP_13	Helicopter access	1501002	5374555	Yes
C_EAST_14	Helicopter access	1500875	5373870	Yes
C_EAST_15	Helicopter access	1500795	5373715	Yes
C_EAST_16	Helicopter access	1500794	5373514	Yes
C_EAST_17	Helicopter access	1500475	5373462	Yes
C_EAST_18	Helicopter access	1500447	5373422	Yes
C_EAST_19	Helicopter access	1500521	5373469	Yes
EC_GT_02	Helicopter access	1501000	5373906	Yes
EC_GT_03	Helicopter access	1500900	5373608	Yes
EC_GT_05	Helicopter access	1501044	5373734	Yes
C_P_06	Helicopter access	1500665	5374751	Yes
C_P_10	Track Mounted	1500796	5374783	Yes
C_P_11	Track Mounted	1500726	5374735	Yes
C_P_14	Track Mounted	1500802	5374841	Yes



Plan3: Cascade East Drill Sites -Mining Permit41455



Plan 4: Cascade North and East Drill Sites-Mining Permit 41455

SECOND SCHEDULE

SPECIAL CONDITIONS: ACCESS ARRANGEMENT FOR CROWN MINERAL PERMIT APPLICATION 41455

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.

Mine Plan

46. Subject to these Special Conditions and approval of the current Work Programme, the Permit holder may undertake the following Mining Operations on the Land:
- (a) Undertake opencast coal mining
 - (b) Undertake exploration drilling operations within the Access Arrangement area identified in the First Schedule or at those sites identified in the First Schedule, as detailed in the approved Annual Work Programme, or in an addendum to the approved Annual Work Programme.

Exclusion Conditions

47. The Permit holder **may not** undertake the following activities on the Land:
- (a) take any dog or domestic animal onto the Land, other than any dog required for undertaking a kiwi search under Special Condition 97 of the Second Schedule or any dog being used for goat control purposes;
 - (b) disturb or hinder public use and enjoyment of the land unless for the purposes of ensuring public health and safety and with the written consent of the Manager.
 - (c) conduct on site processing using chemicals
 - (d) establish or construct any helicopter landing pad, other than those authorised as part of the helicopter assisted drilling operations permitted under Special Condition 46(b) of the Second Schedule; or the pad established at location (NZMG 2410410, 5935400) for the purposes of emergency evacuation.

Conditions Requiring Specific Manager Consent

48. Subject to these special conditions and approval of the current Work Programme the Permit holder may, with the prior written approval of the Manager:
- (a) use explosives;
 - (b) establish or construct any new road;
 - (c) create temporary access tracks;
 - (d) land helicopters on the Land;
 - (e) establish or construct any campsite, building or structure;

- (f) establish or construct creek or stream diversions;
- (g) remove vegetation and strip overburden.

Weed and Pest Control

- 49. The Permit holder shall actively control weed species within all disturbed areas of the Land including a 50 metres buffer around all disturbed areas of the Land to the satisfaction of the Manager and in line with the approved Rehabilitation and Closure Management Plan.
- 50. The Permit holder shall undertake all practicable steps to minimise the risk of introduction of weed species into the Cascade Mine Site. This includes (but is not limited to):
 - (a) Cleaning all earth moving machinery and other equipment prior to transportation onto the Land; and
 - (b) Any gravel, sand or other material used in road construction shall be sourced from a weed free location.

Mine Site Operations

- 51. The Permit holder shall not use paint on vegetation for marking purposes. At the completion of the Mining Operations all rubbish, pegs, nail plates, tape and other materials are to be removed by the Permit holder from the land, unless the Manager has given prior written approval for it to remain.

Water Management and Catchment Protection

- 52. The Permit holder shall manage water onsite so the all water from actively disturbed areas passes through a settling pond system to allow for the removal of sediment prior to being discharged from the site. The discharge shall comply with water quality limits specified in the relevant resource consent for the site.
- 53. The Permit holder shall ensure that settling ponds are constructed and maintained to a size and design that accommodates anticipated water volumes based on hydrological modelling for disturbed areas and catchments for at least a 1 in 10 year rainfall event. The Permit holder shall demonstrate this in each Work Programme.
- 54. The Permit holder shall regularly maintain all settling ponds and remove sediment from all settling ponds so that they perform their function and maintain adequate capacity to cope with rainfall events. All fines removed from settling ponds shall be deposited in a manner that prevents fines re-entering waterways.
- 55. The Permit holder shall ensure that a 10 metre buffer is maintained along all sides of Mill Creek, Hagen Creek and Cascade Creek in which no Exploration and/or Mining or Mining operations shall take place unless otherwise approved by the Manager.
- 56. Where land disturbance has previously occurred within the 10 metres of Mill Creek, Hagen Creek or Cascade Creek the Permit holder shall rehabilitate all areas within 10 metres of the waterway so as to reinstate the buffer areas and shall ensure that no further disturbance occurs within the 10 metre buffer area.

57. Any creek diversion shall be carried out in accordance with the Resource Management Act 1991 or Resource Consent for MP 41455 and with the written approval of the Manager.
58. Where any permanent creek diversion is undertaken, the Permit holder shall construct the creek channels to the satisfaction of the Manager and in such a way so as to replicate the natural characteristics within natural creek channels in the Cascade Creek catchment.
59. No works in the bed of any river, as defined by the Resource Management Act 1991, shall be undertaken other than in accordance with the Resource Management Act 1991 or Resource Consent for MP 41455 and with the written approval of the Manager.
60. No works shall be undertaken within 10 metres of any riverbed, as defined by the Resource Management Act 1991, other than in accordance with the Resource Management Act 1991 or Resource Consent for MP 41455 and with the written approval of the Manager.
61. No water, as defined by the Resource Management Act 1991, will be diverted other than in accordance with the Resource Management Act 1991 or Resource Consent for MP 41455 and with the written approval of the Manager.
62. The Permit holder will not discharge any contaminants or water containing contaminants to any land or water covering any Land that is subject to this Access Arrangement other than in accordance with the Resource Management Act 1991 or Resource Consent for MP 41455.

Overburden Stripping

63. The Permit holder shall not perform any overburden stripping without prior approval of the Manager.
64. The Permit holder in consultation with the Department will design a landscape pattern at a scale suitable for restoration planning. Vegetative matter is to be separately removed and stockpiled. Soil layers (including substrate layers) to be identified and separately stockpiled.
OR
The Permit holder may in consultation with the Department remove vegetative material, associated root mat and soil layers to a site for immediate restoration.

Restoration planting

65. During operations and upon the completion of Mining and Mining Operations, the Permit holder will restore the landforms, waterways and vegetation of all disturbed areas, including mined areas, access tracks or roadways and overburden/vegetation storage areas, to the satisfaction of the Manager and in line with the approved Rehabilitation and Closure Management Plan.
66. The Permit holder shall undertake rehabilitation to achieve an outcome in accordance with the following objectives:
 - (a) In the short-term create stable landforms by establishing vegetation 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; and

- (b) In the medium to long term, establish ecosystems similar in plant and animal species diversity and functioning to undisturbed indigenous ecosystems adjacent to the site that enable the constructed landforms to blend into the adjacent landscape and prevent erosion and sediment generation; and
 - (c) Reinststate drainage patterns and create stable streams that accommodate anticipated peak flows and replicate the features of natural waterways adjacent to the site; and
 - (d) Water runoff and discharge from disturbed and rehabilitated areas that matches natural background levels; and
 - (e) Develop self-sustaining ecosystems.
67. Direct transfer of topsoil and vegetation is the preferred method of vegetation rehabilitation and the Permit holder will ensure that, where practicable, direct transfer is favoured over other methods.
68. Where practicable, the Permit holder will ensure that where vegetation and soil is stripped and not used for direct transfer, vegetation and soil is stockpiled separately from rock overburden and for the minimum time necessary.
69. Where stockpiling of vegetation and/or soils takes place, the Permit holder will ensure that such material shall be stored for no more than five years (5) and that the stockpiles of vegetation and/or organic soils are no more than ten (10) metres in depth.
70. The Permit holder shall prepare and submit to the Manager for approval, a Rehabilitation Management Plan for the Land. The Plan shall include (but is not limited to):
- (a) Desired rehabilitation objectives, outcomes and timeframes; and
 - (b) Re-contouring of disturbed areas and conceptual final landform design; and
 - (c) Rehabilitation methods and techniques including sequence, species, timeframes and maintenance regimes; and
 - (d) Weed and pest control measures to aid vegetation establishment and growth; and
 - (e) Restoration of watercourses and discharge channels; and
 - (f) Protection of water and soils from the effects of erosion; and
 - (g) Long term stability of engineered landforms and principles included in the design and construction of landforms to achieve stable landforms; and
 - (h) Rehabilitation constraints; and
 - (i) Rehabilitation monitoring and reporting;

71. The Permit holder shall annually review the approved Rehabilitation Management Plan required under Special Condition 70 and submit the reviewed plan to the Manager for approval with each Annual Work Programme.
72. The Permit holder shall prepare and submit to the Manager for approval, a Mine Closure Plan for the Land. The Plan shall include (but is not limited to):
 - (a) Closure criteria for landform stability, waterways, water quality, indigenous vegetation cover and weed species, that will demonstrate when rehabilitation objectives and outcomes have been met; and
 - (b) Strategies and procedures for achieving the rehabilitation objectives and outcomes and closure criteria; and
 - (c) Removal of buildings, equipment and structures; and
 - (d) The decommissioning or retention of access tracks or roads; and
 - (e) Monitoring and reporting on the achievement of rehabilitation objectives and outcomes and closure criteria; and
 - (f) Any post mining maintenance and/or monitoring that may be required.
73. The Permit holder shall annually review the approved Mine Closure Plan required under Special Condition 72 and submit the reviewed plan to the Manager for approval with each Annual Work Programme.

Historic sites

74. Upon the discovery of any historical or archaeological object or artefact not authorised for destruction, damage or modification by Heritage New Zealand Pouhere Taonga, the Permit holder shall immediately cease Mining or Mining Operations and protect from damage any such object or artefact, and shall forthwith notify the Manager. Conditions protecting the historical or archaeological object or artefact, shall be defined by the Manager and/or Heritage New Zealand Pouhere Taonga, and must be adhered to by the Permit holder.
75. The Permit holder will be required to record the location and details of any historic site and object/artefact found on the Land which has not been identified previously and recorded in material available to the public. 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.
76. The Permit holder will ensure that all employees and contractors working on the mine site are made aware of, and follow, the requirements of Special Conditions 74 and 75.

Work Programme Approvals

77. The Annual Work Programme required under Condition 23(a) shall include:
 - (a) Detailed site plans showing the Mining Permit boundary, Access Arrangement boundary and the location of existing and proposed exploration and/or Mining and Mining Operations for the next 12 months.

- (b) A description of all exploration and/or Mining and Mining Operations, carried out in the previous 12 months.
 - (c) A detailed description of all exploration and/or Mining and Mining Operations, intended to be carried out in the next 12 months with an approximate timetable of events.
 - (d) A detailed description of all activities and mitigation measures associated with water management to be carried out in the next 12 months.
 - (e) A detailed description of all rehabilitation to be carried out in the next 12 months including areas, rehabilitation techniques, species, density of plantings, volumes of rehabilitation material stored, stockpiled or to be used, ongoing management of rehabilitation areas and weed and pest control.
 - (f) A description of and the results of all monitoring of rehabilitation areas carried out in previous years within the site.
 - (g) A survey plan in adequate detail to determine the exact areas of existing disturbance, areas of rehabilitation, areas of proposed further disturbance and areas of proposed further rehabilitation.
 - (h) Copy of the Rehabilitation Management Plan in accordance with Special Condition 70.
 - (i) Copy of the Mine Closure Plan in accordance with Special Condition 72.
 - (j) Copy of the Ground Control Management Plan in accordance with Special Condition 101.
 - (k) An explanation of any departure in the last 12 months from the previous approved Annual Work Plan.
 - (l) A summary of any complaints received and the corrective actions taken.
 - (m) A list of hazardous substances and potentially contaminating materials to be stored or used on the Land.
 - (n) Any other information (plans and statutory documents) required by other conditions of this agreement or that is required by any resource consent held by the Permit holder relating to Mining and Mining Operations.
78. The Permit holder shall undertake all work in accordance with the approved Annual Work Programme.
79. The Permit holder may, at any time, submit to the Manager for approval an amended Annual Work Programme.

General Conditions

80. The Permit holder must establish in the Work Programme that any proposed mining activity or operation is necessary to accomplish the purpose or desired outcome of the Mining Permit.

Heli-Drilling Operations

81. Where exploration drilling operations are to be undertaken in accordance with Special Condition 46(b) of the Second Schedule and the drill site/sites are not within the current mine footprint, Special Conditions 82-96 shall apply.
82. The Permit holder shall ensure that the boundaries of each drill site, track, water source and helipad are well marked out, using tape or similar removable material, prior to the commencement of the drilling operations. The Permit Holder shall ensure that all tape or similar removable material is removed at the completion of drilling operations.
83. The Permit holder shall ensure that all proposed drill sites, walking tracks, water sources, pipeline routes and helipads are inspected and approved by the Buller *Kawatiri* Manager prior to any vegetation clearance and/or drilling operations commencing on the land.
84. The Permit holder shall ensure each drill site shall comprise an area of total disturbance of no more than 144 m² in size, extended at sites where safe tree fall must occur outside of the 144 m² area, and shall be constructed to minimise ground disturbance and damage to vegetation.
85. Whilst clearing vegetation at the drilling sites, the Permit holder shall remove only that vegetation necessary to accommodate the drilling machinery and apparatus. Where possible, vegetation should be trimmed, or tied back in such a way that the removal of trees is minimised.
86. Where removal of vegetation occurs, the Permit holder shall ensure that it is undertaken in a manner that minimises the impacts on the surrounding vegetation, and that any vegetation debris, seedlings or topsoil are stockpiled in such a manner that they can be restored to the site upon completion of the drilling.
87. The Permit holder shall ensure that no trees larger than 200 mm d.b.h are removed or damaged without permission of the Buller *Kawatiri* Area Manager.
88. The Permit holder shall carry out drilling operations using a helicopter-located drilling rig and associated apparatus where no previously established road access is available.
89. The Permit holder shall ensure that any helicopter operator used to assist drilling operations, is an approved concessionaire and holds a landing permit in relation to the Land, issued by the Department of Conservation.
90. The Permit holder shall ensure that all helicopter landing/loading sites, outside of the proposed drill sites, are located in areas currently disturbed by Mining Operations.
91. The Permit holder shall ensure that the rehabilitation of each drill site is undertaken progressively and only one drill site is disturbed at any one time.

92. The Permit holder shall ensure that water taken from any waterway, shall not exceed 2 L/sec up to a maximum take of 25,000 L/day. Where possible, water supply lines shall run along existing tracks or access tracks.
93. On completion of drilling operations at each site, the Permit holder shall ensure that:
 - (a) the drill hole is capped or plugged; and
 - (b) the land is re-contoured; and
 - (c) any topsoil, humus and vegetation is evenly re-spread across the surface of the re-contoured drill sites.
94. The Permit holder shall ensure that walking tracks for daily access are to be kept to the minimum required for access to the drill sites and no woody vegetation greater than 50 mm in diameter is to be cut to create these tracks. All tracks shall be clearly marked and should avoid areas that are easily damaged or likely to become damaged.
95. The Permit holder shall ensure that no tracks are constructed for the movement of machinery.
96. The Permit holder shall ensure that appropriate measures are taken to prevent spillage of fuel and oil. If spillage occurs, appropriate equipment shall be available and used correctly to contain any contaminants.

WILDLIFE

97. The Permit holder shall apply for and obtain a Wildlife Act Authority from the Minister to cover any aspect of the Mining, Mining operations or exploration operations that will disturb 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 Minister with regards to the Mining, Mining operations or exploration operations on the Land.
98. The Permit holder may specifically request not to undertake kiwi searches at drill sites within territories of kiwi where the bird has been caught and had a radio transmitter attached if:
 - (a) the latest radio tracking data indicates that the bird is not located at or near the drill site in question immediately prior to the scheduled start of drilling operations; and
 - (b) The Manager specifically agrees that no search is required.

The requirement to undertake searches shall remain the sole discretion of the Manager

99. Where any vegetation disturbance for Mining, Mining Operations or exploration operations is to take place within the great spotted kiwi/*roroa* breeding season (July to January inclusive), the Permit holder will ensure that immediately prior to the disturbance (and ideally no more than 2 weeks prior to disturbance), a search for great spotted kiwi/*roroa* and great spotted kiwi/*roroa* 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 line with the relevant Wildlife Act Authority.

100. The Permit holder shall ensure that all searches, disturbance, collection or translocation of any great spotted kiwi/*roroa* or great spotted kiwi/*roroa* egg complies with the relevant Wildlife Act Authority authorising the searching, disturbance or handling.
101. The Permit holder shall prepare and submit to the Manager for approval, a Ground Control Management Plan which shall include (but is not limited to):
 - (a) Geotechnical engineering principles relevant to the construction of engineered landforms on the Land; and
 - (b) How the geotechnical engineering principles would be incorporated into operational procedures; and
 - (c) Monitoring procedures during and after construction of engineered landforms; and
 - (d) How any issues identified during monitoring would be incorporated into operational procedures or design and construction of engineered landforms; and
 - (e) An outline of any Trigger Action Response Plans (TARPS) in place and related to the management of engineered landforms; and
 - (f) The personnel involved in and their responsibilities regarding any of the above.
102. The Permit holder shall annually review the approved Ground Control Management Plan required under Special Condition 101 and submit the reviewed plan to the Manager for approval with each Annual Work Programme.
103. The Permit holder shall provide to the Manager with each Annual Work Programme, a report on any identification of and response to any issue associated with engineered landforms that required an action under the applicable Trigger Action Response Plan (TARP) identified in the Ground Control Management Plan required under Special Condition 101.
104. The Permit holder shall take all measures to avoid uncontrolled fill and/or other materials from the construction and operation of the access road (as it enters the mine and encroaches the steep slope toward Cascade Creek) being lost downhill toward Cascade Creek. If fill and/or other material is being lost downhill the Permit holder must take immediate remedial action to minimise the impact and inform the Department.

Cultural Sites

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

Pounamu

106. 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.
107. No pounamu may be removed or recovered by the Permit holder or its employees unless written authorisation is first entered into with Te Rūnanga o Ngāi Tahu. Where any

pounamu is found by the Permit holder or its employees on or under the Land during the course of operations the Permit holder is required to immediately notify:

- (a) the Pounamu Manager, Te Rūnanga o Ngāi Tahu, Christchurch, Ph. 0800 Kai Tahu (0800 524 8248); and
- (b) Te Rūnanga o Ngāti Waewae Chairperson, Ph. 0508 786 2642, email: s.9(2)(a)

108. The Permit holder shall, at the request of the 'Pounamu Committee' of Te Rūnanga o Ngāti Waewae, allow and accommodate a site visit by members of that committee.

Helicopters

109. Helicopter landings and use shall be kept to the minimum required to undertake exploration operations approved in the Annual Work Programme.
110. The Permit holder must ensure that any aircraft operator it engages or uses to carry out any lawful activities incidental to its Mining Operations:
- (a) holds adequate Aviation Legal Liability Insurance for an amount no less than \$1,000,000; and
 - (b) complies with all Civil Aviation Authority (CAA) Rules including (but not limited to) Notice to Airmen (NOTAMs); and
 - (c) holds a current Air Operator Certificate issued by the CAA. Copies of the certification must be provided to the Minister if requested, and may be retained and held on the Minister's file; and
 - (d) obtain AIRCARE accreditation (or equivalent at the discretion of the Manager) and comply with the Noise Abatement Code of Practice component of that accreditation. The aircraft operator must hold this accreditation for the term of the Access Arrangement. Upon request from the Manager, the Permit holder must produce proof of such accreditation within 5 days of being requested to do so.
 - (e) as far as practicable, avoids flying over tramping routes, tracks and other visitor facilities; and
 - (f) adheres to the Helicopter Association International 'Fly Neighbourly Guide'; and
 - (g) carries and operates GPS data loggers or equivalent technology so as to provide verifiable records of any landings made under this Access Arrangement. Upon request from the Manager, this information must be provided to the Manager; and

- (h) reports any incidents and accidents whatever the nature and whether or not the subject of an official search and rescue operation to the Manager. Upon request from the Manager, the Permit holder must supply a report in writing of any inquiry or incident. The Manager may suspend this Access Arrangement pending the result of any inquiry into the cause of an incident or accident and if, in the opinion of the Manager, the inquiry reveals that a reasonable standard of safety was not maintained and/or the Permit holder, their servants, contractors, employees or agents were negligent then the Manager may determine this Access Arrangement. Upon request from the Manager, the Permit holder must make available any employee, servant or agent who, in the opinion of the Manager, might assist in any such inquiry.

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: 67824-RES

THIS AUTHORITY is made this 5th day of June 2018

PARTIES:

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

AND

Bathurst Coal Limited (the Authority Holder)

BACKGROUND:

The Director-General of Conservation is empowered to issue authorisations under and the Wildlife Act 1953.

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 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.

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

in the presence of:

Witness Signature

Witness Name: SOVI VAN SMIT

Witness Occupation: DOC CHAIR

Witness Address: 72 QUEBEC 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.

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>	<p>a. Denniston Plateau</p> <p>b. Whareatea Stream</p>
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>	<p>Commencing on and including 5th of June 2018 and ending on and including 4th June 2028</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 10)</p>	<p>The Authority Holder's address in New Zealand is: 14-16 Palmerston Street Westport 7866 Phone: 03 788 8073 Email: s.9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address is: 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 precautions to ensure weeds and non-target species are 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 waterways. "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 67824-RES. 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 authority was processed.

Termination

11. A new clause 9.1 (c) is added to Schedule 2, to read as follows:
"Or for any other reason that the Grantor may decide".

RELEASED UNDER THE OFFICIAL INFORMATION ACT

RELEASED UNDER THE OFFICIAL INFORMATION ACT



Wildlife Act Authority for wildlife located on public conservation land

Authorisation Number: 68010-FAU

THIS AUTHORITY is made this 20 day of November 2018

PARTIES:

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

AND

Bathurst Coal Limited (the Authority Holder)

BACKGROUND:

- A. The Director-General of Conservation is empowered to issue authorisations under the Wildlife Act 1953.
- B. Where the authorisation applies to wildlife located on public conservation land a further authorisation is required, depending upon the legislation applying to the public conservation land, from either the Director-General of Conservation or the Minister of Conservation.
- C. The Authority Holder wishes to exercise the authorisation issued under the Wildlife Act 1953 and where applicable the authorisation issued under the relevant legislation applying to the public conservation land subject to the terms and conditions of this Authority.

OPERATIVE PARTS:

In exercise of the Grantor's powers the Grantor:

AUTHORISES the Authority Holder under Section(s) 53 (Taking or Killing of Wildlife for Certain Purposes) of the Wildlife Act 1953,

PERMITS the Authority Holder pursuant to section 38 of the Conservation Act 1987

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



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

in the presence of:

Witness Signature:

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

Witness Name:

Annette Walter

Witness Occupation:

Admin Officer

Witness Address:

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

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

SCHEDULE 1

1.	Authorised activity (including the species, any approved quantities and collection methods) (Schedule 2, clause 2)	<p>Activity –</p> <ul style="list-style-type: none"> i. To disturb ii. To catch alive iii. To handle iv. To incidentally kill <p>absolutely protected wildlife while undertaking drilling of sites under existing Access Arrangement</p> <p>Species</p> <ul style="list-style-type: none"> i. Native Lizards (<i>Naultinus tuberculatus</i>), (<i>Mokopirirakau granulatus</i>), (<i>Oligosoma infrapunctatum</i>) ii. Land Snails – (<i>Powelliphanta patrickensis</i>) iii. Great spotted kiwi (<i>Apertyx haastii</i>) iv. Fernbird (<i>Bowdleria punctata punctata</i>) <p>Quantity – as required</p>
2.	The Land (Schedule 2, clause 2)	<p>Public Conservation Land: Denniston Plateau, specifically drill sites:</p> <p>WW-EP 22, WW-EP-24, WW-EP 26, WW-EP-39, WW-EP 52, WW-EP-53, WW-EP 54, WW-EP-55, WW-EP-56, WW-EP-57, WW-EP-58, WW-EP,59, WW-EP-60</p>
3.	Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)	Any suitably qualified personnel under the direction of the Authority Holder
4.	Term (Schedule 2, clause 4)	Commencing on and including 22 October 2018 and ending on and including 21 October 2028
5.	Authority Holder's address for notices (Schedule 2, clause 8)	<p>The Authority Holder's address in New Zealand is:</p> <p>14-16 Palmerston Street Westport 7866 New Zealand Phone: 03 788 8073 Email: s.9(2)(a)</p>
6.	Grantor's address for notices	<p>The Grantor's address for all correspondence is:</p> <p>Permissions Team 73 Rostrevor Street Hamilton 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 Any arrangements necessary for access over private land or leased land are the responsibility of the Authority Holder. In granting this authorisation the Grantor does not warrant that such access can be obtained.
- 2.3 The Authority Holder must advise the Department of Conservation's local Operations Manager(s) prior to carrying out the Authorised Activity in the District (where possible, one week prior), when the Authority Holder intends to carry out the Authorised Activity.
- 2.4 The Authority Holder and Authorised Personnel must carry a copy of this Authority with them at all times while carrying out the Authorised Activity.
- 2.5 The Authority Holder must comply with any reasonable request from the Grantor for access to any wildlife.
- 2.6 The Authority Holder may publish authorised research results.
- 2.7 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 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.leaveonotrace.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 and any competent authority relating to the conduct of the Authorised Activity. Without limitation, this includes the Conservation Act 1987 and 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 Authority Holder's details specified in Schedule 1, Item 5 change then the Authority Holder must notify the Grantor within 5 working days of such change.

11. What about the payment of costs?

11.1 The Authority 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. Biosecurity

12.1 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.

13. Are there any Special Conditions?

13.1 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 will prevail.

14. Can the Authority be varied?

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

SCHEDULE 3

SPECIAL CONDITIONS

1. The Authority Holder is only permitted to release wildlife:
 - a. that are classified as Not Threatened or At Risk species under the current threat classification system;
 - b. into release sites that are assessed by a qualified herpetologist (or other relevant expert) as being of similar or better habitat than the source location, and capable of supporting that lizard species;
 - c. into release site(s) that are within five hundred (500) metres of the development footprint (or with consultation and agreement with the relevant Operations Manager)
 - d. into release site(s) where habitat for that species of wildlife has been enhanced and approved prior to relocation, by a qualified herpetologist, using accepted techniques such as provision of extra refuges suitable for the species providing protection from predators (eg. complex rock stack), or long-term predator control;
2. Capture and handling of lizards must involve only techniques that minimise the risk of infection or injury to the animal.
3. Capture and handling methods shall follow those described in the Herpetofauna inventory and monitoring toolbox: <http://www.doc.govt.nz/our-work/biodiversity-inventory-and-monitoring/herpetofauna/>.
4. The Authority Holder must ensure all live capture traps are covered to protect lizards from exposure and minimise stress. Damp leaf litter or other material must be provided to reduce desiccation risk and the bottom of any pit-fall traps must be perforated to allow drainage of water.
5. The Authority Holder must ensure all live capture traps (e.g. pit-fall traps and G-minnow traps) are checked at least every 24 hours.
6. The Authority Holder must sterilise any instruments that come in contact with the lizard and/or are used to collect or measure lizards between each location. A separate holding bag must be used for each animal. All gear should be thoroughly cleaned and dried between sites.
7. The Authority Holder must ensure lizards are held temporarily in a suitable container (e.g. breathable cloth bag) and held out of direct sunlight to minimise the risk of overheating, stress and death.
8. The Authority Holder is permitted to kill wildlife provided all reasonable efforts have been made to meet all of the terms and conditions expressed and implied in this Authority.
9. If any lizards are injured as part of the Authorised Activity, the Authority Holder shall contact a suitably qualified herpetologist to get advice on management of the lizard. The Authority Holder is authorised to euthanise injured animal(s) only on recommendation of the qualified herpetologist.

10. Any lizards found in the course of actions authorised in this Authority may be captured and handled for the purposes of identification, description and photography, and within sites directly affected by the works, for relocation out of harms way.
11. All machinery must be washed down prior to arrival on the worksite to prevent weed incursion, especially *Juncus*.
12. A qualified ecologist shall be engaged to check, and relocate if necessary, any lizard species found on any of the proposed drill sites.
13. Artificial Cover Objects (ACOs) are to be established around the footprint perimeter.
14. Contractors of MBC or OPUS may be utilised to undertake the Authorised Activity but must be suitably qualified for the particular species.
15. Any kiwi searches that may be required will be undertaken by 'With a Nose for Conservation' approved handlers and dogs.
16. All material collected remains the property of the Crown. This includes any dead wildlife, live wildlife, any parts thereof and any eggs or progeny of the wildlife. This includes any genetic material and any replicated genetic material. The Authority Holder must comply with any reasonable request from the Grantor for access to any collected material. The Authority Holder cannot sell the wildlife.
17. The Authority Holder must provide an annual report to the Grantor. These reports must be electronically forwarded to permissionshamilton@doc.govt.nz citing Authority Number 68010-FAU. These reports must be submitted by 01 July each year, and contain the following information:
 - Species
 - Location of species
 - Date
 - What was done with species
18. A new termination clause 9.1 (c) is added to Schedule 2, to read as follows: "Or for any other reason that the Grantor may decide".
19. If drilling activities are planned to be undertaken during the rorua breeding season (July – February inclusive) a minimum of one dog survey for nesting rorua must be completed per breeding season prior to works commencing that have the potential to disturb birds, at sites where the habitat is capable of providing roosting habitat for rorua.
20. Dog surveys over sites must be conducted in a systematic way so as to meet the objective of determining areas used by rorua and of identifying any roost sites. These searches should include a buffer area of 50m of adjoining habitat to ensure any birds nesting close to the site are also located.
21. Unless otherwise stated in this authorisation, all kiwi work authorised by this authority must be undertaken using the standards outlined in the Kiwi Best Practice Manual (Robertson & Colbourne 2003).

22. Rorua may be surveyed, monitored and managed using dog survey and standard Bank of New Zealand Operation Nest Egg ("BNZONE") protocol.
23. Only personnel approved by the Grantor based on qualification and experience must be authorised to undertake rorua dog survey and egg and chick recovery.
24. Grantor approval of dog teams must be dependant on the dog and handler being fully certified through the Department's species dog certification process and on the dog and handler's ability for the task.
25. Grantor approval of rorua surveyors must be dependant on people having sufficient experience of surveying for rorua.
26. Grantor approval of personnel to collect and transport eggs and young must be dependent on people having attended the "Egg handling for BNZ Operation Nest Egg" course and/or sufficient experience of egg and chick 'lifts'.
27. All surveys must include a buffer area out to a distance of 50m from the edges of the site to be disturbed.
28. All burrows detected in the survey must be physically marked and mapped in such a way that they can be easily relocated and all rorua sign detected, including positive scent, probe marks, footprints, roosting and nesting birds must be recorded.
29. Every burrow detected in the survey must be checked for nesting activity by rorua surveyors as close as possible to, but no more than two weeks prior to any works commencing.
30. Where exceptional circumstances exist and on agreement of the Grantor, the two-week maximum specified at 29 above may be varied.
31. If a rorua and/or rorua nest or shelter is found within any area to be disturbed by any works, the location of the proposed disturbance must, where practical, be moved at least 50m.
32. If nesting rorua, eggs or chicks are found, and activities cannot be moved at least 50 m away from rorua or rorua nests, no activities shall be undertaken until after the breeding season (July-February inclusive)
33. All other rorua detected in burrows immediately prior to habitat disturbance, that are directly in harms way, must be either disturbed/encouraged to move out of the area and shepherded to safe ground.

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: 93300-FLO

THIS AUTHORITY is made this 10 day of September 2021

PARTIES:

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

AND

Bathurst Resources Limited (the Authority Holder)

BACKGROUND

- A.** The Minister 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).
- C.** 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 Grantor:

PERMITS the Authority Holder pursuant to Part 3B of the Conservation Act 1987
subject to the terms and conditions contained in this Authority and its Schedules.

SIGNED on behalf of the Grantor by Suvi van Smit, Operations Manager acting under delegated authority

in the presence of:

s 9(2)(a)

Witness Signature

Witness Name: Kohatu Leach-Wahanui

Witness Occupation: Permissions Advisor

Witness Address: 73 Rostrevor Street, Hamilton 3204

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>Authorised activity:</p> <ul style="list-style-type: none"> Collection of vegetative cuttings, seeds, spores and seedlings (<15cm high) from plant species listed in Schedule 4 <p>Quantities:</p> <ul style="list-style-type: none"> Total of <10,000 per annum per species <10% of the seed of any one individual <5% of the seed of any one population <5% of the seedlings/saplings from any one population <p>Method:</p> <ul style="list-style-type: none"> Collection by hand
2.	<p>The Land (Schedule 2, clause 2)</p>	<p>Mount Rochfort Conservation Area – 50-metre-wide corridor extending out from each side of Cascade Mine Road.</p>
3.	<p>Personnel authorised to undertake the Authorised Activity (Schedule 2, clause 3)</p>	<p>Nathan Thompson Vicki Mitchell Lorena Downes Any other suitably qualified person under direction of the Authority Holder (Bathurst Resources Limited)</p>
4.	<p>Term (Schedule 2, clause 4)</p>	<p>Commencing on and including 10 September 2021 and ending on and including 9 September 2031</p>
5.	<p>Authority Holder's address for notices (Schedule 2, clause 10)</p>	<p>The Authority Holder's address in New Zealand is: 1 Willeston Street Wellington 6011 New Zealand Contact: Nathan Thompson Email: s.9(2)(a)</p>
6.	<p>Grantor's address for notices</p>	<p>The Grantor's address is: Permissions Team Level 3 73 Rostrevor Street Hamilton 3204 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 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 material.
2. All material collected shall remain the property of the Crown.
3. No material collected pursuant to this Authority may be used for commercial purposes or patenting of plant varieties or registration of intellectual property rights on any derivatives; without a subsequent authorisation from the Grantor that specifically allows those specific activities and/or actions.

Private land

4. 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.

Markers

5. The Authority Holder shall remove all markers, pegs, tape or other material used for the purposes of the Authorised Activity within one (1) day of the Authorised Activity being completed.

Expectations of the public

6. While undertaking the Authorised Activity the Authority Holder must not exclude or impede the public from accessing any sites, tracks or facilities.
7. 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.

Records

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

Didymo Biosecurity

9. The Authority Holder must comply with the Ministry for Primary Industries' (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: www.biosecurity.govt.nz/cleaning.

Myrtle Rust Biosecurity

10. The Authority Holder shall comply with the following:

- a. The Authority Holder and members of their team shall 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 pohutukawa, manuka, kanuka, and ramarama. See <http://www.mpi.govt.nz/protection-and-response/responding/alerts/myrtle-rust>
 - b. The Authority Holder and members of their team shall not park vehicles under myrtle species where vehicles can easily be contaminated while undertaking the Authorised Activity.
 - c. The Authority Holder shall carry large black plastic bags and ties, 2% SteriGENE spray bottle and Isopropanol wipes while undertaking the Authorised Activity on Public Conservation Land where *Myrtaceae* are part of the flora.
 - d. If the Authority Holder or any members of their team believe they have seen the symptoms of myrtle rust, they are not to touch the plant.
 - i. Call the MPI Exotic Pest and Disease Hotline immediately on 0800 80 99 66.
 - ii. If possible, take clear photographs, including the whole plant, the whole infected leaf, and a close-up of the spores/affected area of the plant.
 - iii. Do not touch or try to collect samples as this may increase the spread of the disease.
11. If the Authority Holder or members of their team believe they are in an infected area, all team members must decontaminate with SteriGENE as per below:
- a. Spray obviously contaminated clothing/hats and then place items in a large plastic bag;
 - b. Tie and spray the outside of the bag;
 - c. Mist spray other clothing being worn;
 - d. Clean and spray all footwear and equipment, including packs, phones, glasses, watches etc.;
 - e. Repeat decontamination steps again at 100m from the infected area and before entering a vehicle.
12. The Authority holder and their team members shall have a hot shower and clean their hair as soon as possible to remove any spores (which may be invisible). Clothing worn while undertaking the Authorised Activity must be washed in a hot wash with detergent.

Other special conditions

13. The Authority holder should collect seed from many individual plants in preference to few individuals. No more than 10% of seed off any individual plant, or 5% of seed from any population, 5% of the seedlings/saplings from any one population is to be collected.
14. The Authority Holder must not collect any seed material if there are 5 or fewer fruiting plants present in the population.

15. The Authority Holder must ensure any cuttings taken shall comprise no more than 10% of the vegetative material of any plant and shall be taken in such a manner to ensure that infection of the plant will not occur.
16. The Authority Holder must ensure vehicles are only used on authorised roads as specified in the relevant Conservation Management Strategy.

Schedule 4

Authorised Species

Toe toe	<i>(Austroderia richardii)</i>
Tutu	<i>(Coriaria arborea)</i>
Manuka	<i>(Leptoppermum scoparium)</i>
Beech spp	<i>(Lophozonia menziesii/Fuscospora fusca & clifforoides)</i>
Tussock spp	<i>(Chionochloa rubra & flavascens)</i>
Flax	<i>(Phormium cookianum)</i>