

Our Reference: A942105

Consent No. RM16.138.04

DISCHARGE PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To discharge contaminants and water from silt ponds to unnamed tributaries of Maori Hen Creek, Trimbells Gully, Mare Burn and Coal Creek for the purpose of operating silt ponds for Coronation North Pit and the Coronation North Waste Rock Stack.

For a term expiring 35 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal description of consent location: Pt Section 2 Blk V Highlay SD

Map Reference: Within a 1.5 kilometre radius of NZTM 2000: E1395000 N4979000

Conditions

Specific

1. This consent shall be exercised together with Land Use Consent RM16.138.01, Discharge Permit RM16.138.03, Discharge Permit RM16.138.05, Discharge Permit RM16.138.09, Water Permit RM16.138.20 and any subsequent variations to these consents.

Performance Monitoring

2. This consent shall be exercised in accordance with and be subject to the Coronation North Waste Rock Stack Compliance and Monitoring Schedule attached.
3. (a) Prior to the exercise of this consent, the consent holder shall submit to the Consent Authority, a Water Quality Management Plan for the Coronation North project. The Water Quality Management Plan shall be in accordance with the conditions of this consent, and include but not be limited to:
 - i) Details of surface water and groundwater quality monitoring within the Mare Burn catchment, including locations, frequencies and parameters being measured;

- ii) Identification of monitoring results that would trigger the requirement for a comprehensive review of water quality to determine whether additional mitigation measures should be adopted to ensure appropriate surface water and groundwater quality;
- iii) A description of mitigation measures implemented or available to ensure compliance with the conditions of this consent during the operational period of the Coronation North Project;
- iv) A description of mitigation measures implemented or available to ensure compliance with the conditions of this consent post closure of the Coronation North Project; and
- v) A timeline detailing when it is anticipated that the mitigation measures may be required to meet (iii) and (iv) above.
- vi) A description of how suspended sediment will be monitoring using both the total suspended solids (TSS) and Nephelometric Turbidity Unit (NTU) parameters. Limits for both parameters shall be included in the Water Quality Management Plan no later than five years following exercise of the consent.
- (b) The Water Quality Management Plan for this consent may be combined with any Water Quality Management Plan required by any other consent held by the consent holder for mining operations at Macraes Flat so long as all conditions of this consent are met.
- (c) The consent holder shall exercise this consent in accordance with the Water Quality Management Plan.
- (d) The consent holder shall review the Water Quality Management Plan annually for the first 10 years of this consent, and every three years thereafter, and, if necessary, update it. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan required by Discharge Permits RM16.138.05 and RM16.138.09. The Consent Authority shall be provided with any updates of the plan within 1 month.

4. (a) Prior to exercise of this consent, the consent holder shall submit to the Consent Authority an Erosion and Sediment Control Plan for the Coronation North Project. The Erosion and Sediment Control Plan and plan requirements shall not be of a standard less than that required by the latest revision of the Environment Canterbury document "Erosion and Sediment Control Guideline", except that the sediment retention ponds shall be designed in accordance with Engineering Geology Limited "Coronation North Project Erosion and Sediment Control" report dated 29 April 2016. The Erosion and Sediment Control Plan shall include, but not be limited to:
 - i) Details of the design and location of all erosion and sediment control devices including final details of all catchments and sub-catchments of all works related to erosion and sediment control within the Coronation North Project area;
 - ii) Key responsibilities relating to implementation of the plan;
 - iii) Construction details and specifications of all proposed erosion and sediment control measures e.g. including but not limited to details of all drains and ponds associated with erosion and sediment control and surface water management;

- iv) A construction timetable and details of necessary staging;
- v) Maintenance, monitoring and reporting procedures (e.g. including but not limited to details of parameters to be measured, frequency of monitoring, monitoring locations and corrective actions to be implemented in the event that test results are inconsistent with monitoring requirements and/or cross reference to the Water Quality Management Plan and Compliance and Monitoring Schedule that otherwise provide for all such requirements);
- vi) Emergency response procedures, including response procedures for flood events and silt pond dam failure scenarios; and
- vii) Certification from a suitably qualified engineer, that is approved by the Consent Authority, that the proposed erosion and sediment control measures comply with the conditions of the consent.

(b) The Erosion and Sediment Control Plan for this consent may be combined with any Erosion and Sediment Control Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.

(c) The consent holder shall exercise this consent in accordance with the Erosion and Sediment Control Plan.

(d) Not less than three weeks prior to the commencement of soil disturbance, the consent holder shall submit to the Consent Authority the Erosion and Sediment Control Plan. If required by the Consent Authority, the consent holder shall amend the Erosion and Sediment Control Plan. The consent holder shall exercise this consent in accordance with the Erosion and Sediment Control Plan.

(e) The consent holder shall review the Erosion and Sediment Control Plan annually and if necessary, update it. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within 1 month.

General

5. No lawful take of water is to be adversely affected as a result of any discharge authorised by this consent.
6. The consent holder shall ensure that the discharge does not give rise to any significant adverse effect on aquatic life.
7. The exercise of this consent shall not give rise to the production of any conspicuous floatable or suspended materials or any conspicuous change in the colour or visual clarity in any receiving waters.
8. No chemicals or additives shall be used in the silt pond or shall be discharged from the silt pond without the prior written approval of the Consent Authority.

9. a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
- i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and
 - iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Compliance with Conditions 9 (m) to 9 (q) of this consent.
- (b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 9(a).
- (c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.
- (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.
- (e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.
- (f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan required for by condition 6 of RM16.138.05, condition 6 of RM16.138.10, condition 8 of RM16.138.17 and condition 10 of RM16.138.18.
- (g) The amount of the bond(s) shall include:
- i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.
 - ii) The estimated costs of:
 - Monitoring in accordance with the monitoring conditions of the consent;
 - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
 - Monitoring any rehabilitation required by this consent.
 - iii) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
- (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).

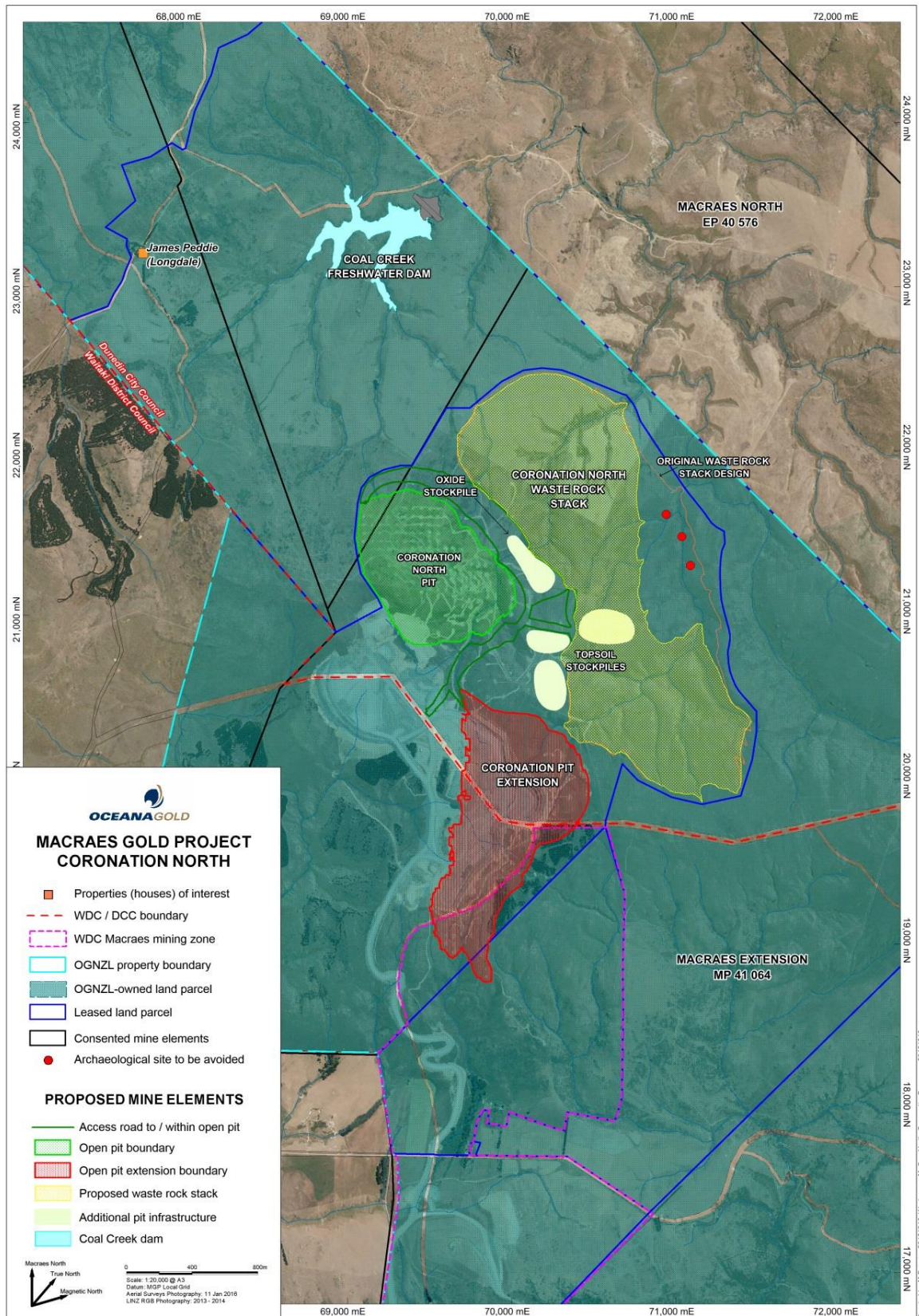
- (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
- (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
- (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
- (m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.
- (n) The amount of the bond to be provided under Condition 9(m) shall include the amount (if any) considered by the Consent Authority necessary for:
- i) Completing rehabilitation in accordance with the conditions of this consent.
 - ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.
 - iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
 - v) Contingencies.
- (o) Without limitation, the amount secured by the bond given under Condition 9(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
- (p) The bond(s) required by Condition 9(m) must be provided on the earlier of:
- i) 12 months before the expiry of this consent.
 - ii) Three months before the surrender of this consent.
- (q) Conditions 9 (c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 9(m).

Review

10. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
- (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or

- (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
- (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I RM16.138.04



CORONATION NORTH WASTE ROCK STACK

COMPLIANCE AND MONITORING SCHEDULE

GENERAL PROVISIONS

1. This schedule describes monitoring and sampling required pursuant to consent numbers RM16.138.04, RM16.138.05 and RM16.138.09 in addition to any monitoring specified in those consents.
2. The design of all monitoring and sampling programmes shall be to the satisfaction of the Consent Authority. Where the consent to which the monitoring programme relates, directs that an Operations and Management Plan shall be prepared then the monitoring programme shall be incorporated into that plan.
3. The parameters analysed, site locations and frequency of sampling shall be reviewed as part of the annual review of the management plan for the consent(s) to which this monitoring relates. New parameters, sites and frequencies may be approved by the Consent Authority under an application by the consent holder for a change of conditions for monitoring made pursuant to Section 127 of the Act.
4. All sampling procedures, including collection, transportation of samples and laboratory analyses undertaken in accordance with this consent must be performed to IANZ registered standards, or otherwise as specifically approved by the Consent Authority.
5. Reporting shall be quarterly unless specified otherwise. A quarterly consolidated report containing all sampling and monitoring results shall be submitted to the Consent Authority and, on request Kai Tahu ki Otago Limited within one month of the end of the quarter being reported. This report shall highlight any particular features arising from monitoring and sampling and shall provide appropriate commentary on such features.
6. Where a monitoring location is destroyed, engulfed, made redundant or unusable for any other reason, the consent holder shall, in consultation with the Consent Authority:
 - a) discuss and determine whether an alternative monitoring location is required and if so where it should be located; and
 - b) assign a timeframe for establishment of the new monitoring location.

REPORTING OF NON-COMPLIANCE

Any non-compliance with any compliance criteria shall be reported to the Consent Authority within 24 hours of the non-compliance first being detected. Within three working days of the non-compliance being detected the consent holder shall advise the consent authority of what actions have been taken or are proposed to remedy the cause(s) of the non-compliance.

COMPLIANCE CRITERIA

This following describes the compliance criteria pursuant to consent numbers RM16.138.04, RM16.138.05 and RM16.138.09.

(a) Narrative Standard for Receiving Waters

The waters of the Mare Burn, shall at all times be free of contaminants attributable to mineral processing and associated activities in concentrations which adversely affect directly or indirectly water uses or which adversely affect animals, plants and/or aquatic life.

(b) Numerical Compliance Criteria

(i) Mare Burn Compliance Point MB02

Surface water within the Mare Burn at the Mare Burn Compliance Point, MB02 (approximately NZTM 2000 E1392955 N4980551) shall not exceed the following water quality compliance criteria (where the metals standards are all soluble determinations), unless infallible evidence can be provided that the level of a parameter is either naturally occurring or unrelated to mining activities:

Constituent	Standard (g/m ³) unless stated otherwise
Arsenic	0.015
Cyanide _{WAD}	0.1
Copper ^a	0.009
Iron	1
Lead ^a	0.0025
Zinc ^a	0.12
pH (range)	6.5 – 9.5 pH units
Sulphate	400
Nitrate	2.4
Ammonia	0.24
Turbidity	30-50% Change in clarity
Suspended solids	30-50% Change in clarity

^a Note: Copper, lead and zinc standards shall be hardness related limits in accordance with the following. Values given in the tables above assume a hardness of 100g/m³ CaCO₃.

$$\text{Copper Limit (g/m}^3\text{)} = \frac{0.96.e^{0.8545[\ln(\text{hardness})] - 1.702}}{1000}$$

$$\text{Lead Limit (g/m}^3\text{)} = \frac{(1.46203 - [\ln(\text{hardness})(0.145712)].e^{1.273[\ln(\text{hardness})] - 4.705}}{1000}$$

$$\text{Zinc Limit (g/m}^3\text{)} = \frac{0.986.e^{0.8473[\ln(\text{hardness})] + 0.884}}{1000}$$

Notes:

(iii) Waste Rock – ANC/MPA Ratio

The acid neutralising capacity to maximum potential acidity (ANC:MPA) ratio, as referred to in California Administrative Code Article 7, 1992, shall be greater than 3:1 in rock discharged into the Waste Rock Stack.

MONITORING

(i) Surface Waters

The consent holder shall collect monthly representative water samples from the following surface water sites (as shown on Figure 1):

- (i) Mare Burn Compliance Point MB01 (approximately NZTM 2000: E1394176 N4980401);
- (ii) Mare Burn Compliance Point MB02 (approximately NZTM 2000: E1392955 N4980551); and
- (iii) Coal Creek Monitoring Point CCMP01 immediately upstream of the confluence with the Mare Burn (approximately NZTM 2000: E1392985 N4980236)

All surface water sampling shall occur on the same day.

Samples shall be analysed for the following parameters for the duration of consents RM16.138.04, RM16.138.05 and RM16.138.09:

Constituent	Monthly
Major cations:	
calcium	✓
magnesium	✓
potassium	✓
sodium	✓
Major anions:	
bicarbonate	✓
carbonate	✓
chloride	✓
sulphate	✓
pH	✓
Conductivity	✓
Arsenic	✓
Copper	✓
Iron	✓
Lead	✓
Zn	✓
Cyanide ^(WAD)	✓
Turbidity	✓
Suspended solids	✓

With the prior written approval of the Consent Authority, the consent holder may reduce the frequency of monitoring or the number of contaminants being monitored in accordance with the table above where it is shown that maintenance of the original monitoring programme is not required. The Consent Authority may, by notice in writing at any time, require the consent holder to resume the monitoring programme as set out in the table above.

(ii) Waste Rock Stack Seepage

The consent holder shall obtain representative samples of groundwater seepage from the toe of the Coronation North Waste Rock Stack at the following points (as shown on figure 2):

- Trimbells Gully (at the main waste rock stack seepage point);
- Maori Hen Gully;
- Coal Creek 1; and
- Coal Creek 2.

Construction of the waste rock stack will be progressive so commencement of monitoring of groundwater seepage will be dependent on a) waste rock being deposited in the catchment of each seepage collection point (as shown on Figure 2) and b) there being sufficient seepage water discharged to allow a sample to be collected.

Samples shall be analysed for the following parameters at the following intervals:

Constituent	Quarterly	Annually
Major cations:		
calcium	✓	
magnesium	✓	
potassium	✓	
sodium	✓	
Major anions:		
bicarbonate	✓	
carbonate	✓	
chloride	✓	
sulphate	✓	
pH	✓	
Conductivity	✓	
Copper		✓
Iron		✓
Lead		✓
Total Inorganic Nitrogen		✓
Arsenic		✓

(iii) Waste Rock Stack Seepage Flow Monitoring

The consent holder shall install and operate a flow monitoring station at the main waste rock stack seepage discharge point in Trimbells Gully.

The flow monitoring system shall be capable of providing a continuous flow record in an electronic format.

The final location and method of flow monitoring shall be determined in consultation with the Consent Authority. If the Trimbells Gully site is deemed unsuitable, the location of the flow monitoring station shall be moved to another tow seepage point following consultation with the Consent Authority.

(iv) Waste Rock ANC/MPA Ratio

The consent holder shall, at monthly intervals collect representative samples of waste rock from the Coronation Waste Rock Stack.

(v) Aquatic Biological Monitoring

The consent holder shall engage a suitably qualified and experienced freshwater biologist to design and undertake an aquatic biological monitoring programme.

Biological monitoring shall be undertaken at the following sites as shown on Figure 3:

- Mare Burn at MB01 (approximately NZTM 2000: E1394176 N4980401); and
- Mare Burn at MB02 (approximately NZTM 2000: E1392955 N4980551);

Monitoring of macro-invertebrates and periphyton shall be carried out at each of the sites on one occasion during each of the following periods each year:

- December to February inclusive;
- March to May inclusive;
- June to August inclusive; and
- September to November inclusive

(unless there are insufficient flows to support any significant aquatic community). A flow reading shall be completed on each monitoring occasion.

Macroinvertebrate sampling shall include calculation and consideration of Macroinvertebrate Community Index (MCI) and its semi-quantitative variant (SQMCI).

An annual electric fishing survey shall be carried out at the two sites (unless there are insufficient flows) during the period 1 February to 31 March inclusive. A flow reading shall be completed at each site. Electric fish surveying shall be consistent with the method developed and documented under Compliance and Monitoring Schedules for the Consent Holder's existing resource consents. This method shall be followed for all fish surveys undertaken in accordance with this schedule.

All aquatic biology monitoring shall be undertaken during low or stable flows.

Components to be Monitored

1. Benthic macro-invertebrates - the taxonomic composition and species abundance shall be monitored at all sites.
2. Fish - the taxonomic composition and abundances of fish shall be monitored by an electric-fishing survey at each of the sites.
3. Benthic Algae - a qualitative assessment of the height and percentage cover of dominant species of benthic algae shall be made at all sites.
4. A visual estimation from the stream bank of the habitat length (in metres) and the percentage of stream bed within the wetted width covered by sediment <2 mm in size, for each riffle, run and pool present and take a representative photograph.

Figure 1 – Surface Water Quality Compliance Monitoring Sites

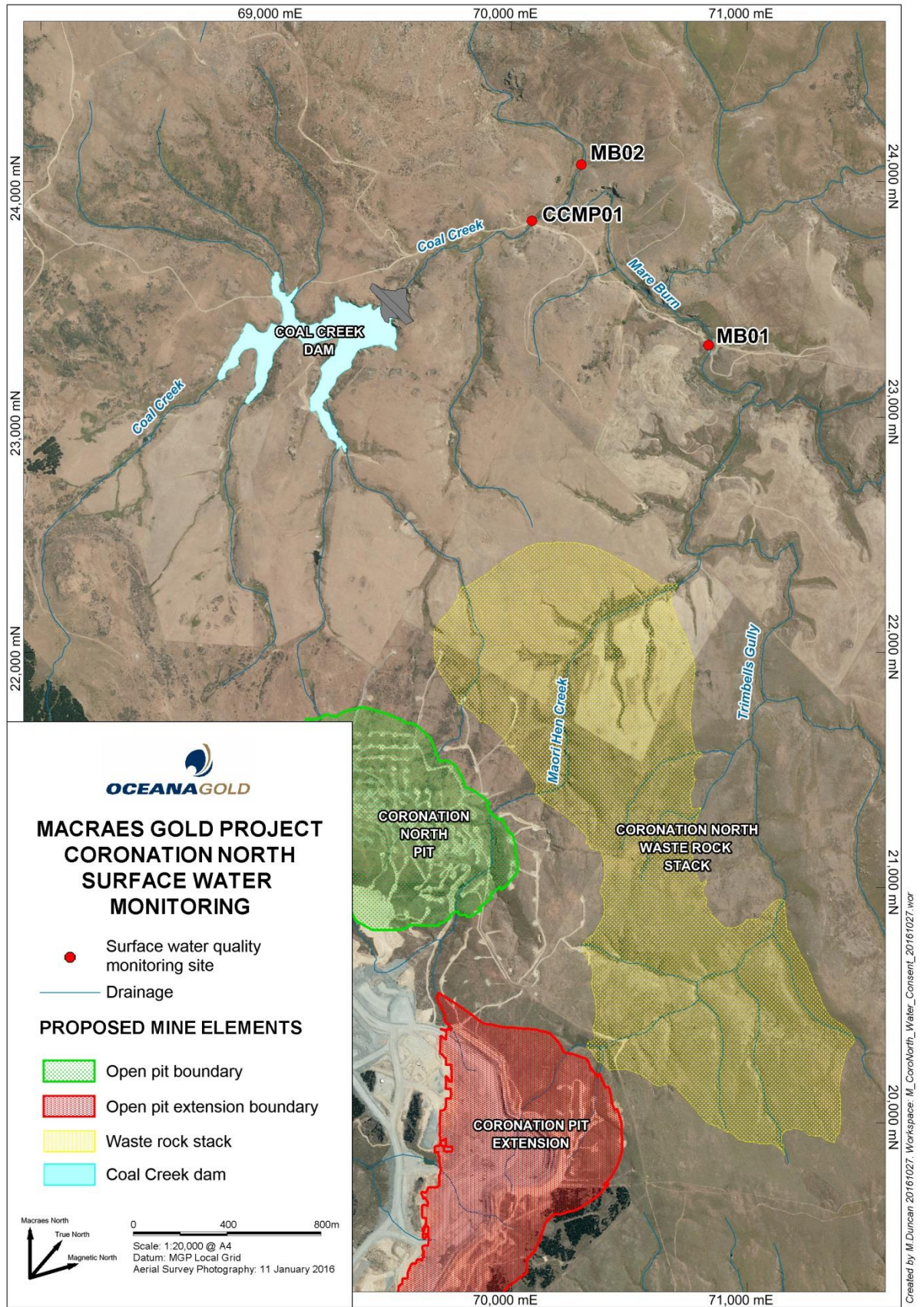


Figure 2 – Coronation North Waste Rock Stack Seepage Monitoring Points

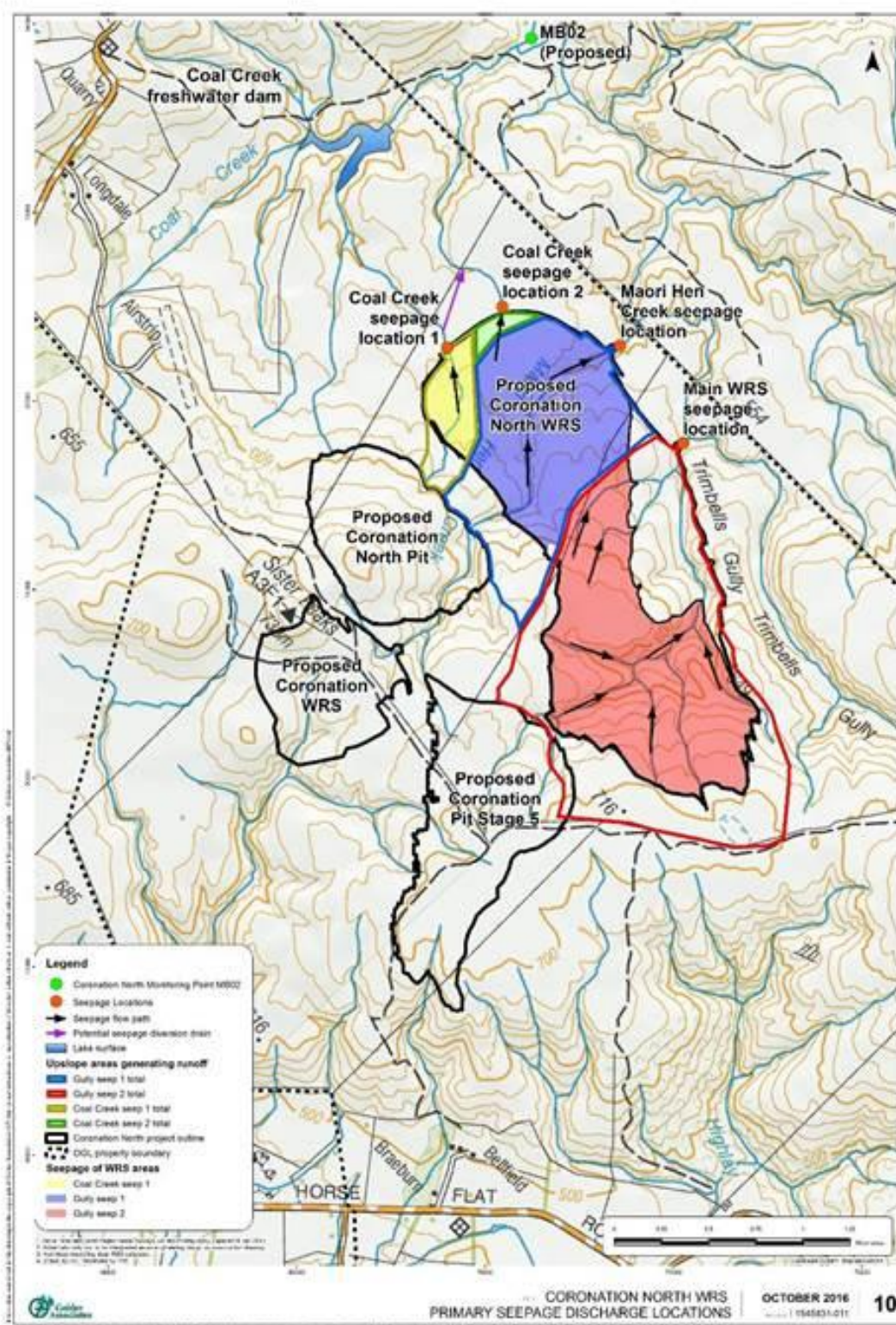
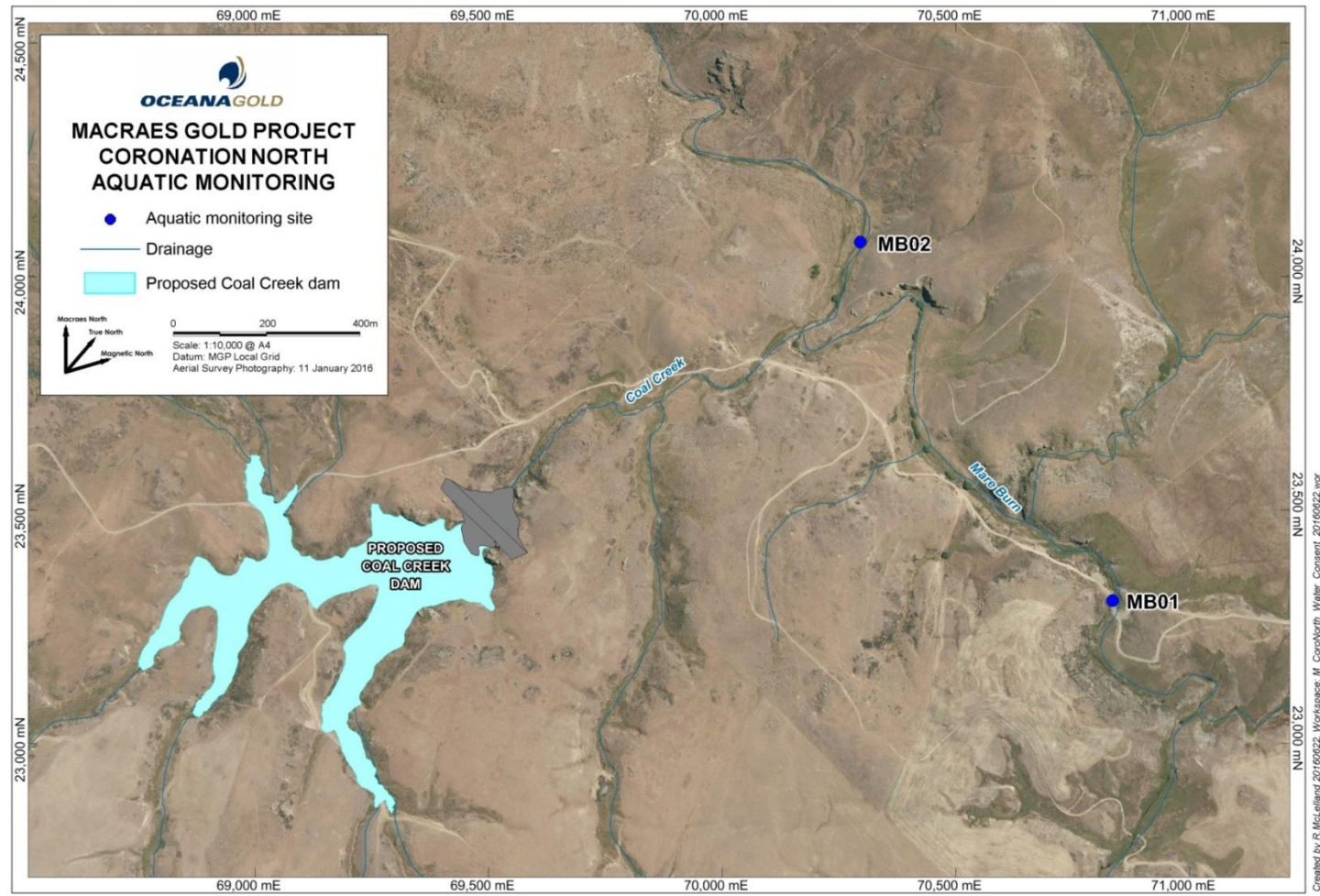


Figure 3: Aquatic Monitoring Sites



Our Reference: A942106

Consent No. RM16.138.05

DISCHARGE PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To discharge contaminants to water from the base and toe of the Coronation North Waste Rock Stack for the purpose of operating Coronation North Waste Rock Stack.

For a term expiring 35 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat

Legal description of consent location: Pt Section 2 Blk V Highlay SD

Map Reference: Within a 1.5 kilometre radius of NZTM 2000: E1395000 N4979000

Conditions

Specific

1. This consent shall be exercised together with Land Use Consent RM16.138.01, Discharge Permit RM16.138.03, Discharge Permit RM16.138.04, Discharge Permit RM16.138.09, Water Permit RM16.138.20 and any subsequent variations to these consents.
2. The discharge shall occur within the footprint of the Coronation North Waste Rock Stack shown on Appendix I attached.

Performance Monitoring

3. (a) No less than one month prior to the first exercise of this consent, the consent holder shall submit to the Consent Authority, an Operations and Management Plan for the Coronation North Waste Rock Stack. The Operations and Management Plan shall be in accordance with the conditions of this consent, and shall include (but not be limited to):
 - i) A general description of the site, including topography, natural water sources and geotechnical investigations;
 - ii) A description of all stages of construction, operation and rehabilitation of the waste rock stack;

- iii) A plan showing the proposed final footprint and contours for the Coronation North Waste Rock Stack;
- iv) An assessment of all potential environmental effects and the measures that will be put in place to avoid, remedy or mitigate these environmental effects;
- v) A description of water management at the site, including procedures for controlling adverse effects of runoff and seepage on groundwater and surface water bodies in accordance with the Water Quality Management Plan required by Discharge Permit RM16.138.03, Discharge Permit RM16.138.04 and Discharge Permit RM12.138.05, and the Erosion and Sediment Control plan required by Discharge Permit RM16.138.03 Discharge Permit RM16.138.04 and RM16.138.20;
- vi) A plan showing all monitoring locations relevant to this consent, a description of monitoring frequencies, parameters analysed and relevant compliance limits and details of all measuring, recording, sampling and testing methods including any relevant standards or accreditations;
- vii) A monitoring programme for the discharge of waste rock, including regular topographic and aerial surveys for the determination of the volumes of waste rock discharged, resultant changes to the ground surface levels, and areas affected by the discharge; and
- viii) A monitoring programme to assess waste rock stack cover integrity, vegetation health, any movement, erosion or other geotechnical instability, including a contingency plan should instability result in any health and safety issues at the site and a procedure for recording the outcome of the monitoring and any maintenance, remedial or corrective measures undertaken.

(b) The consent holder shall exercise this consent in accordance with the Operations and Management Plan.

(c) The consent holder shall review the Operations and Management Plan annually and if necessary, update it. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan required by Condition 6 of this consent. The Consent Authority shall be provided with any updates of the plan within 1 month.

4. This consent shall be exercised in accordance with and be subject to the Coronation North Waste Rock Stack Compliance and Monitoring Schedule attached to this consent.
5. Within the first 2 years of the exercise of this consent the consent holder shall engage suitably qualified individual to design and undertake acute and chronic toxicity testing trials to determine the appropriate toxicity concentration protection thresholds for Taieri flathead galaxias (galaxias). A Toxicity Evaluation and Response Plan shall be prepared which will provide the agreed methodology to be used for the toxicity testing and detail how the site-specific thresholds will be determined and implemented. The testing shall be undertaken by a suitably qualified individual and in consultation with the Consent Authority. Trials shall include, but not limited to:

- i) The galaxias susceptibility to varying concentrations of sulphate and the toxicity response to a range of water hardness values;
- ii) Trials on a suitably sensitive life-stage (e.g., eggs to larvae or juvenile galaxias); and
- iii) That tests be undertaken for a range of water hardness values in order to develop a relationship which is relevant for application to Mare Burn.

A report shall be prepared on the toxicity trials, including appropriate sulphate concentration protection thresholds for acute and chronic toxicity, and this report, and a Toxicity Evaluation and Response Plan shall be provided to the Consent Authority within 2 months of the completion of the trials.

6. (a) The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover the forthcoming year (1 July to 30 June). The consent holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to:
 - i) A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining;
 - ii) A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months;
 - iii) A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months;
 - iv) An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan;
 - v) Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months;
 - vi) A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps;
 - vii) A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps;
 - viii) A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a non-compliance event and/or any adverse effects on the environment;

ix) Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stock Operations and Management Plans, Water Quality Mitigation Plans and the Dust Management Plan;

x) An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months;

xi) A detailed section on rehabilitation including, but not limited to the following:

- A description of rehabilitation planned for the next five years;
- A description of proposed rehabilitation methods;
- The details of the location, design (including shape form and contour) and construction of all permanent structures;
- Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months;
- Drainage details for disturbed and recently rehabilitated areas;
- Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and
- Details of the management of areas previously rehabilitated.

xii) An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;

xiii) An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;

xiv) An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;

xv) A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and

xvi) Any other information required by any other condition of this consent and any related consent.

(b) The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.

(c) The consent holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.

(d) The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.

(e) Each year, the consent holder shall provide the Chairperson of Macraes Community Incorporated, Kai Tahu ki Otago Limited, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Runanga o Otakou and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.

7. (a) Prior to the exercise of this consent, the consent holder shall submit to the Consent Authority, a Water Quality Management Plan for the Coronation North project. The Water Quality Management Plan shall be in accordance with the conditions of this consent, and include but not be limited to:
- i) Details of surface water and groundwater quality monitoring within the Mare Burn catchment, including location and frequency and parameters to be measured;
 - ii) Identification of monitoring results that would trigger the requirement for a comprehensive review of water quality to determine whether additional mitigation measures should be adopted to ensure appropriate surface water and groundwater quality;
 - iii) A description of mitigation measures implemented or available during the operational period of the Coronation North Project;
 - iv) A description of mitigation measures implemented or available post closure of the Coronation North Project; and
 - v) A timeline detailing when it is anticipated that mitigation measures may be required and providing an indication of implementation timeframes.
 - vi) Provision to monitor suspended particulates by way of the total suspended solids (TSS) and Nephelometric Turbidity Unit (NTU) parameters. Limits for both parameters shall be included in the Water Quality Management Plan no later than five years following exercise of the consent.
- (b) The Water Quality Management Plan for this consent may be combined with any Water Quality Management Plan required by any other consent held by the consent holder for mining operations at Macraes Flat so long as all conditions of this consent are met.
- (c) The consent holder shall exercise this consent in accordance with the Water Quality Management Plan.
- (d) The consent holder shall review the Water Quality Management Plan annually and, if necessary, update it. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan required by this permit and Discharge Permit RM16.138.09. The Consent Authority shall be provided with any updates of the plan within 1 month of any update occurring.
8. (a) The consent holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mine operations.
- (b) The Site Decommissioning Plan shall be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups.

- (c) The Site Decommissioning Plan shall include but not be limited to:
- i) Plans showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings impoundments, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire;
 - ii) A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents;
 - iii) Details on infrastructure to be decommissioned, including but not limited to buildings, plant, and equipment;
 - iv) Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain in place after the expiry of the consents;
 - v) Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; and
 - vi) Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure compliance with compliance standards and mitigation plans.

9. The consent holder shall maintain a register of any complaints received regarding their operation. The register shall include, but not be limited to:
- (a) name and location of site where problem is experienced;
 - (b) nature of the problem;
 - (c) date and time problem occurred, and when reported;
 - (d) action taken by consent holder to remedy the situation and any policies of methods put in place to avoid or mitigate the problem occurring again.

The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 6 of this consent.

10. In the event of any non compliance with the conditions of this consent, the consent holder shall notify the Consent Authority within 24 hours of the non compliance being detected. Within five working days the consent holder shall provide written notification to the Consent Authority providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non compliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non compliance.

General

11. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
- i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and

- iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Compliance with Conditions 11(m) to 11(q) of this consent.
- (b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 11(a).
- (c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.
- (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.
- (e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.
- (f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.
- (g) The amount of the bond(s) shall include:
 - i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.
 - ii) The estimated costs of:
 - Monitoring in accordance with the monitoring conditions of the consent;
 - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
 - Monitoring any rehabilitation required by this consent.
 - iii) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
- (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
- (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
- (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
- (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.

(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.

(n) The amount of the bond to be provided under Condition 11(m) shall include the amount (if any) considered by the Consent Authority necessary for:

- i) Completing rehabilitation in accordance with the conditions of this consent.
- ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.
- iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.
- iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
- v) Contingencies.

(o) Without limitation, the amount secured by the bond given under Condition 11(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.

(p) The bond(s) required by Condition 11(m) must be provided on the earlier of:

- i) 12 months before the expiry of this consent.
- ii) Three months before the surrender of this consent.

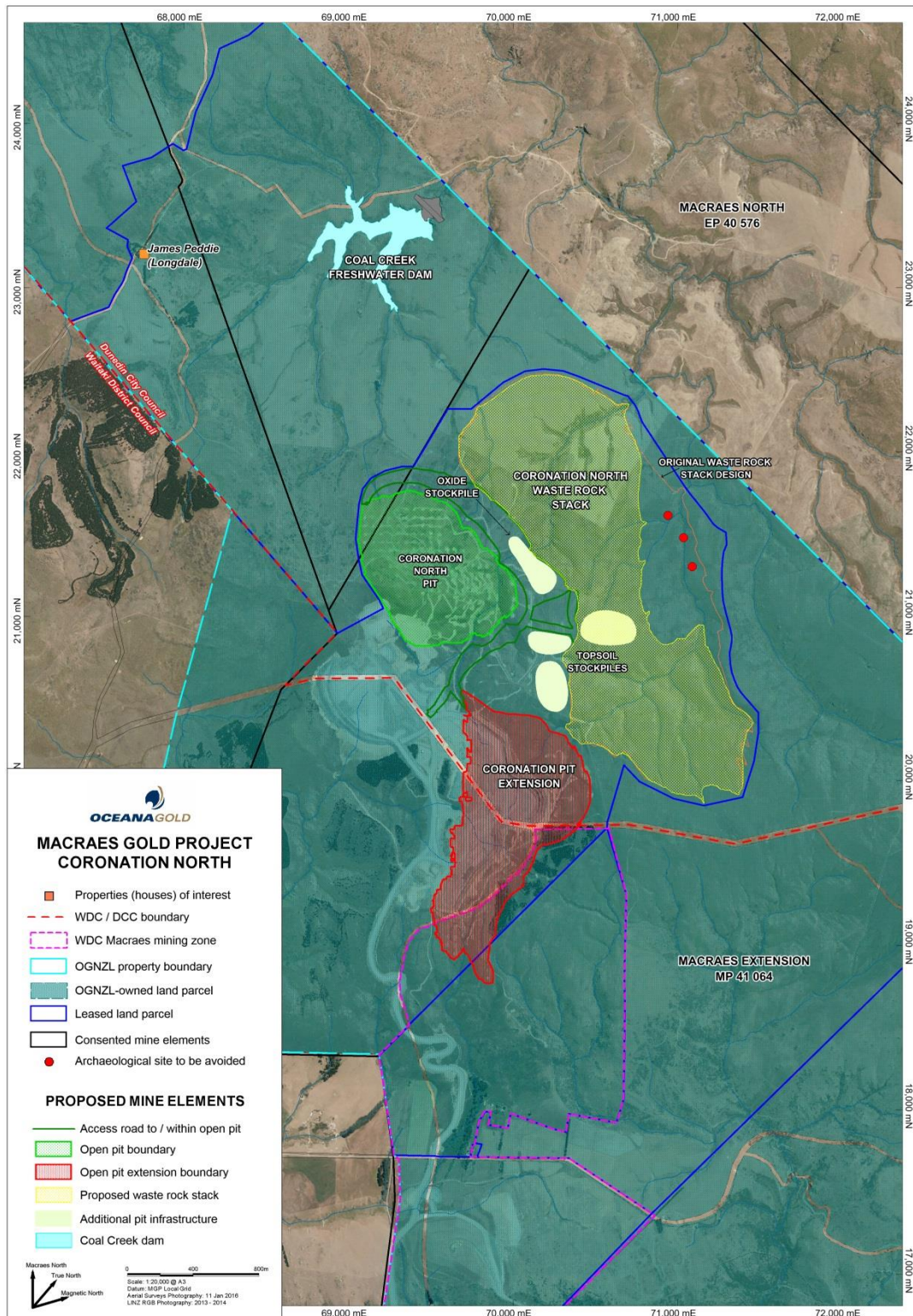
(q) Conditions 11(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 11(m).

Review

12. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
- (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
 - (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

13. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of receipt of any toxicity trials report received under condition 5 of this consent. This review shall be for the purpose of ensuring that the limits, set in compliance criteria (b)(i) of the Coronation North Waste Rock Stack Compliance and Monitoring Schedule attached for site MB02, are appropriate for protecting all sensitive life history stages of the Taieri flathead galaxias from chronic and acute effects of any discharges to water from the Coronation North Project.

Appendix I RM16.138.05



CORONATION NORTH WASTE ROCK STACK

COMPLIANCE AND MONITORING SCHEDULE

GENERAL PROVISIONS

1. This schedule describes monitoring and sampling required pursuant to consent numbers RM16.138.04, RM16.138.05 and RM16.138.09 in addition to any monitoring specified in those consents.
2. The design of all monitoring and sampling programmes shall be to the satisfaction of the Consent Authority. Where the consent to which the monitoring programme relates, directs that an Operations and Management Plan shall be prepared then the monitoring programme shall be incorporated into that plan.
3. The parameters analysed, site locations and frequency of sampling shall be reviewed as part of the annual review of the management plan for the consent(s) to which this monitoring relates. New parameters, sites and frequencies may be approved by the Consent Authority under an application by the consent holder for a change of conditions for monitoring made pursuant to Section 127 of the Act.
4. All sampling procedures, including collection, transportation of samples and laboratory analyses undertaken in accordance with this consent must be performed to IANZ registered standards, or otherwise as specifically approved by the Consent Authority.
5. Reporting shall be quarterly unless specified otherwise. A quarterly consolidated report containing all sampling and monitoring results shall be submitted to the Consent Authority and, on request Kai Tahu ki Otago Limited within one month of the end of the quarter being reported. This report shall highlight any particular features arising from monitoring and sampling and shall provide appropriate commentary on such features.
6. Where a monitoring location is destroyed, engulfed, made redundant or unusable for any other reason, the consent holder shall, in consultation with the Consent Authority:
 - a) discuss and determine whether an alternative monitoring location is required and if so where it should be located; and
 - b) assign a timeframe for establishment of the new monitoring location.

REPORTING OF NON-COMPLIANCE

Any non-compliance with any compliance criteria shall be reported to the Consent Authority within 24 hours of the non-compliance first being detected. Within three working days of the non-compliance being detected the consent holder shall advise the consent authority of what actions have been taken or are proposed to remedy the cause(s) of the non-compliance.

COMPLIANCE CRITERIA

This following describes the compliance criteria pursuant to consent numbers RM16.138.04, RM16.138.05 and RM16.138.09.

(a) Narrative Standard for Receiving Waters

The waters of the Mare Burn, shall at all times be free of contaminants attributable to mineral processing and associated activities in concentrations which adversely affect directly or indirectly water uses or which adversely affect animals, plants and/or aquatic life.

(b) Numerical Compliance Criteria

(i) **Mare Burn Compliance Point MB02**

Surface water within the Mare Burn at the Mare Burn Compliance Point, MB02 (approximately NZTM 2000 E1392955 N4980551) shall not exceed the following water quality compliance criteria (where the metals standards are all soluble determinations), unless infallible evidence can be provided that the level of a parameter is either naturally occurring or unrelated to mining activities:

Constituent	Standard (g/m ³) unless stated otherwise
Arsenic	0.015
Cyanide _{WAD}	0.1
Copper ^a	0.009
Iron	1
Lead ^a	0.0025
Zinc ^a	0.12
pH (range)	6.5 – 9.5 pH units
Sulphate	400
Nitrate	2.4
Ammonia	0.24
Turbidity	30-50% Change in clarity
Suspended solids	30-50% Change in clarity

^a Note: Copper, lead and zinc standards shall be hardness related limits in accordance with the following. Values given in the tables above assume a hardness of 100g/m³ CaCO₃.

$$\text{Copper Limit (g/m}^3\text{)} = \frac{0.96.e^{0.8545[\ln(\text{hardness})] - 1.702}}{1000}$$

$$\text{Lead Limit (g/m}^3\text{)} = \frac{(1.46203 - [\ln(\text{hardness})(0.145712)]).e^{1.273[\ln(\text{hardness})] - \frac{4.705}{1000}}}{1000}$$

$$\text{Zinc Limit (g/m}^3\text{)} = \frac{0.986.e^{0.8473[\ln(\text{hardness})] + 0.884}}{1000}$$

Notes:

(iii) **Waste Rock – ANC/MPA Ratio**

The acid neutralising capacity to maximum potential acidity (ANC:MPA) ratio, as referred to in California Administrative Code Article 7, 1992, shall be greater than 3:1 in rock discharged into the Waste Rock Stack.

MONITORING

(i) Surface Waters

The consent holder shall collect monthly representative water samples from the following surface water sites (as shown on Figure 1):

- (i) Mare Burn Compliance Point MB01 (approximately NZTM 2000: E1394176 N4980401);
- (ii) Mare Burn Compliance Point MB02 (approximately NZTM 2000: E1392955 N4980551); and
- (iii) Coal Creek Monitoring Point CCMP01 immediately upstream of the confluence with the Mare Burn (approximately NZTM 2000: E1392985 N4980236)

All surface water sampling shall occur on the same day.

Samples shall be analysed for the following parameters for the duration of consents RM16.138.04, RM16.138.05 and RM16.138.09:

Constituent	Monthly
Major cations:	
calcium	✓
magnesium	✓
potassium	✓
sodium	✓
Major anions:	
bicarbonate	✓
carbonate	✓
chloride	✓
sulphate	✓
pH	✓
Conductivity	✓
Arsenic	✓
Copper	✓
Iron	✓
Lead	✓
Zn	✓
Cyanide ^(WAD)	✓
Turbidity	✓
Suspended solids	✓

With the prior written approval of the Consent Authority, the consent holder may reduce the frequency of monitoring or the number of contaminants being monitored in accordance with the table above where it is shown that maintenance of the original monitoring programme is not required. The Consent Authority may, by notice in writing at any time, require the consent holder to resume the monitoring programme as set out in the table above.

(ii) Waste Rock Stack Seepage

The consent holder shall obtain representative samples of groundwater seepage from the toe of the Coronation North Waste Rock Stack at the following points (as shown on figure 2):

- Trimbells Gully (at the main waste rock stack seepage point);
- Maori Hen Gully;
- Coal Creek 1; and
- Coal Creek 2.

Construction of the waste rock stack will be progressive so commencement of monitoring of groundwater seepage will be dependent on a) waste rock being deposited in the catchment of each seepage collection point (as shown on Figure 2) and b) there being sufficient seepage water discharged to allow a sample to be collected.

Samples shall be analysed for the following parameters at the following intervals:

Constituent	Quarterly	Annually
Major cations:		
calcium	✓	
magnesium	✓	
potassium	✓	
sodium	✓	
Major anions:		
bicarbonate	✓	
carbonate	✓	
chloride	✓	
sulphate	✓	
pH	✓	
Conductivity	✓	
Copper		✓
Iron		✓
Lead		✓
Total Inorganic Nitrogen		✓
Arsenic		✓

(iii) Waste Rock Stack Seepage Flow Monitoring

The consent holder shall install and operate a flow monitoring station at the main waste rock stack seepage discharge point in Trimbells Gully.

The flow monitoring system shall be capable of providing a continuous flow record in an electronic format.

The final location and method of flow monitoring shall be determined in consultation with the Consent Authority. If the Trimbells Gully site is deemed unsuitable, the location of the flow monitoring station shall be moved to another tow seepage point following consultation with the Consent Authority.

(iv) Waste Rock ANC/MPA Ratio

The consent holder shall, at monthly intervals collect representative samples of waste rock from the Coronation Waste Rock Stack.

(v) Aquatic Biological Monitoring

The consent holder shall engage a suitably qualified and experienced freshwater biologist to design and undertake an aquatic biological monitoring programme.

Biological monitoring shall be undertaken at the following sites as shown on Figure 3:

- Mare Burn at MB01 (approximately NZTM 2000: E1394176 N4980401); and
- Mare Burn at MB02 (approximately NZTM 2000: E1392955 N4980551);

Monitoring of macro-invertebrates and periphyton shall be carried out at each of the sites on one occasion during each of the following periods each year:

- December to February inclusive;
- March to May inclusive;
- June to August inclusive; and
- September to November inclusive

(unless there are insufficient flows to support any significant aquatic community). A flow reading shall be completed on each monitoring occasion.

Macroinvertebrate sampling shall include calculation and consideration of Macroinvertebrate Community Index (MCI) and its semi-quantitative variant (SQMCI).

An annual electric fishing survey shall be carried out at the two sites (unless there are insufficient flows) during the period 1 February to 31 March inclusive. A flow reading shall be completed at each site. Electric fish surveying shall be consistent with the method developed and documented under Compliance and Monitoring Schedules for the Consent Holder's existing resource consents. This method shall be followed for all fish surveys undertaken in accordance with this schedule.

All aquatic biology monitoring shall be undertaken during low or stable flows.

Components to be Monitored

1. Benthic macro-invertebrates - the taxonomic composition and species abundance shall be monitored at all sites.
2. Fish - the taxonomic composition and abundances of fish shall be monitored by an electric-fishing survey at each of the sites.
3. Benthic Algae - a qualitative assessment of the height and percentage cover of dominant species of benthic algae shall be made at all sites.
4. A visual estimation from the stream bank of the habitat length (in metres) and the percentage of stream bed within the wetted width covered by sediment <2 mm in size, for each riffle, run and pool present and take a representative photograph.

Figure 1 – Surface Water Quality Compliance Monitoring Sites

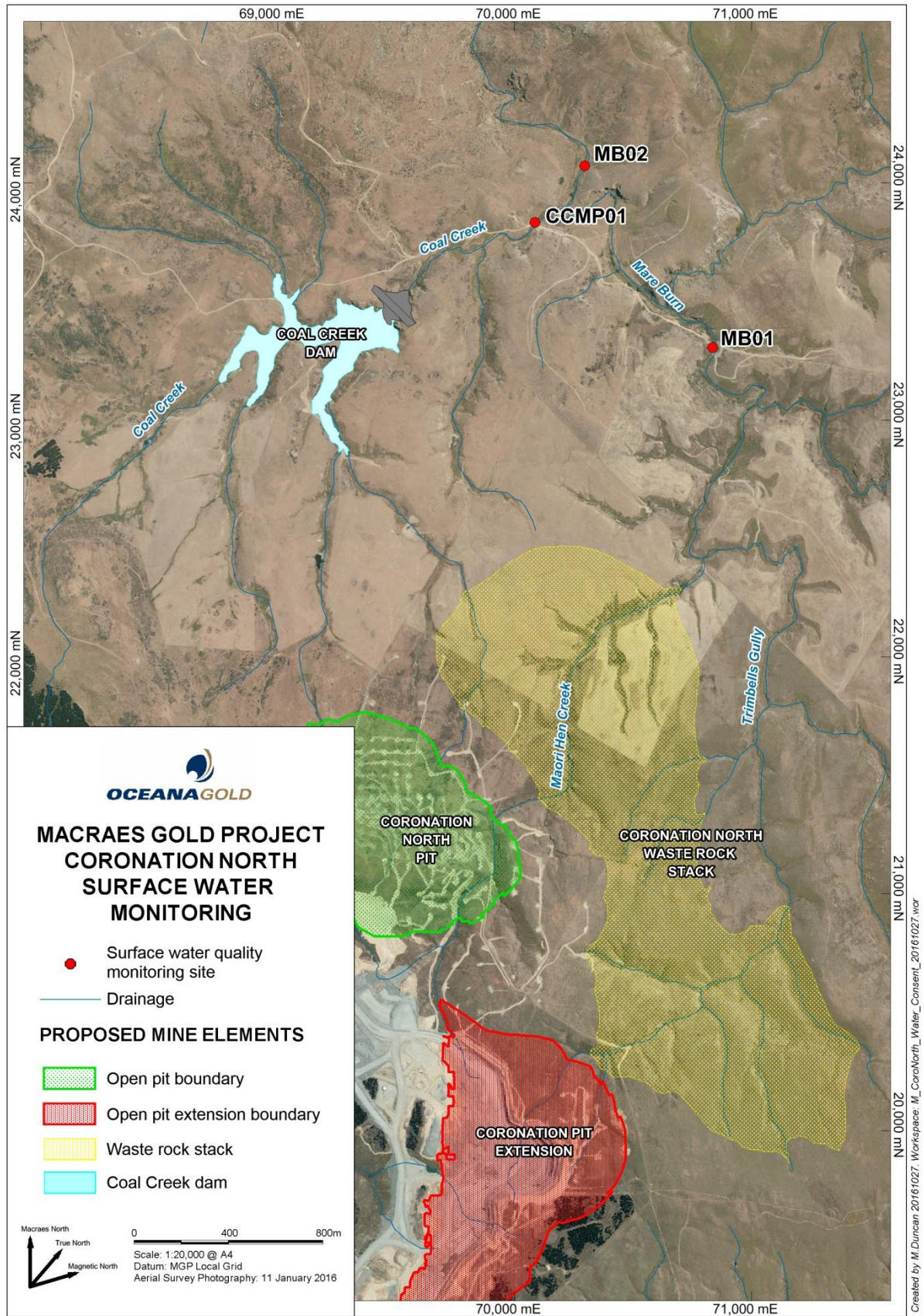


Figure 2 – Coronation North Waste Rock Stack Seepage Monitoring Points

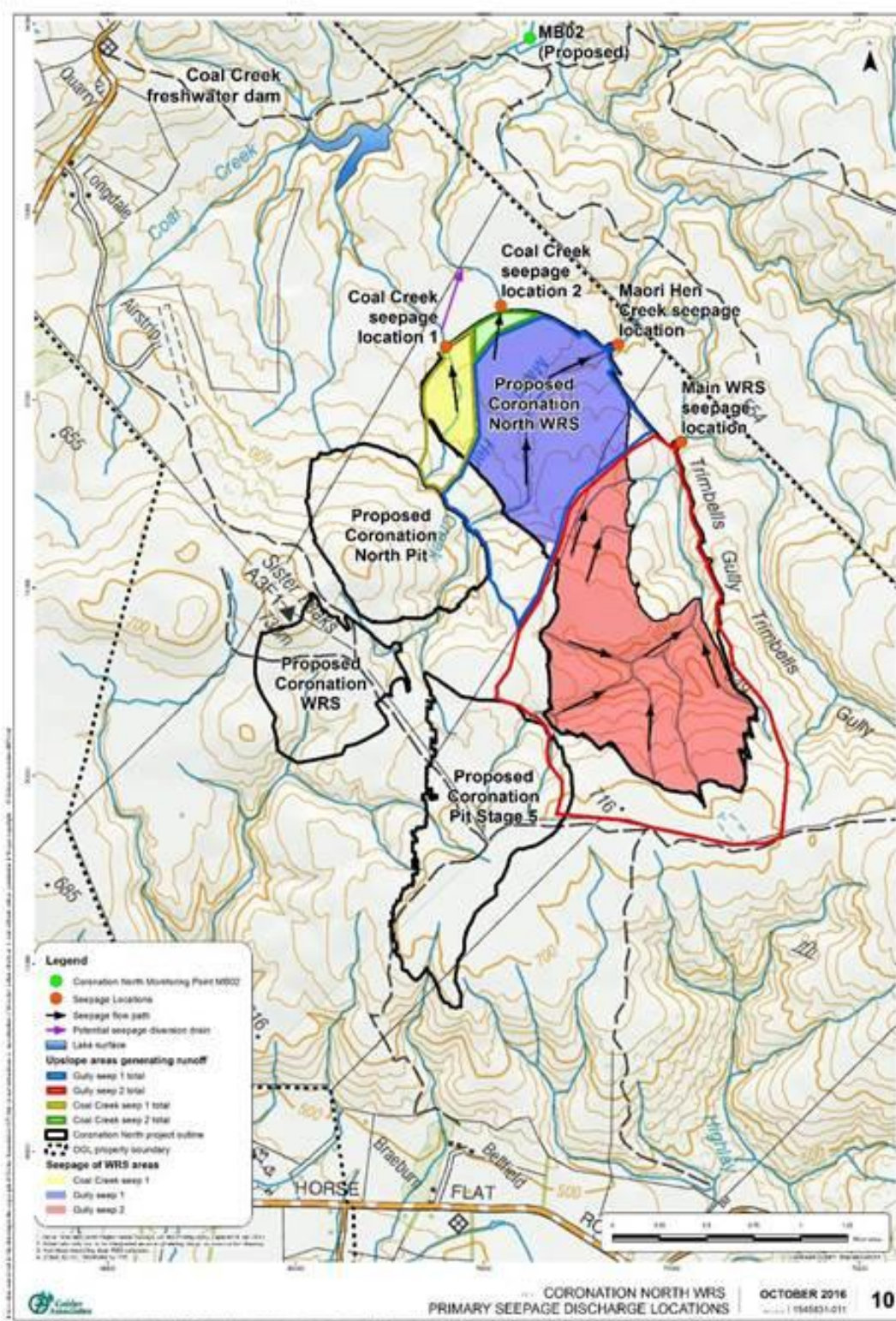
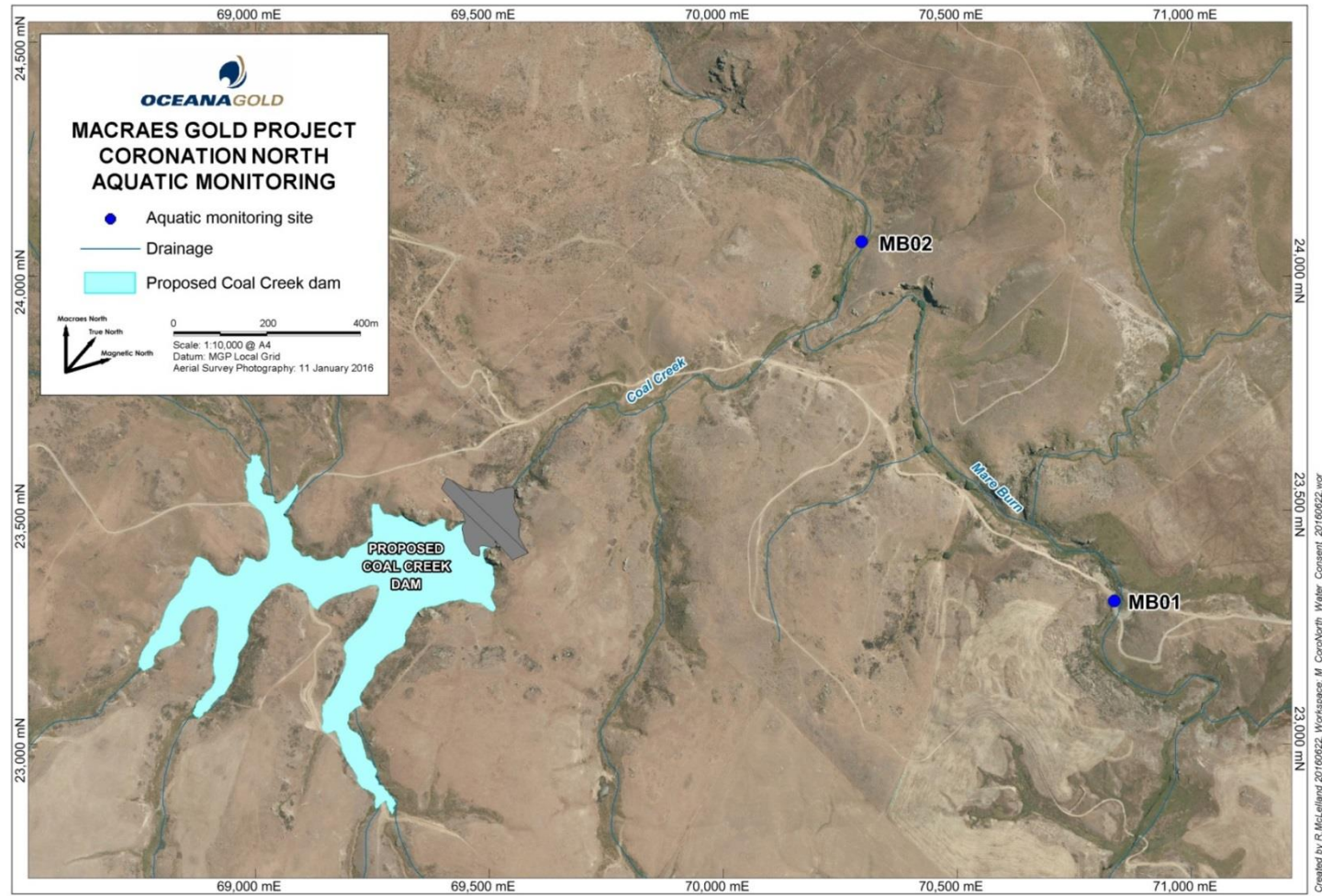


Figure 3: Aquatic Monitoring Sites



Our Reference: A942107

Consent No. RM16.138.06

DISCHARGE PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To discharge water containing contaminants from Coronation North Pit Lake to unnamed tributaries of Maori Hen Creek, Trimbells Gully, Mare Burn and Coal Creek for the purpose of pit lake overflow

For a term expiring 35 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal description of consent location: Pt Section 2 Blk V Highlay SD

Map Reference: Within a 1.5 kilometre radius of NZTM 2000: E1394500N4978000

Conditions

Specific

1. This consent shall be exercised in conjunction with Water Permit RM16.138.12, Water Permit RM16.138.14, Water Permit RM16.138.17 and any subsequent variations to these consents.
2. For the purposes of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
3. The discharge will occur from the Coronation North Pit as shown on Appendix I attached.

Performance Monitoring

4. This consent shall be exercised in accordance with and be subject to a Pit Lake Compliance and Monitoring Schedule that shall be developed in consultation with the Consent Authority prior to the exercise of this consent.

5. The quality of water to be discharged shall be compliant with the parameters stipulated in the Pit Lake Compliance and Monitoring Schedule that is to be developed prior to the exercise of this consent.
6. (a) Prior to the exercise of this consent, the consent holder shall provide the Consent Authority with a Closure Manual for the Coronation North Pit Lake. The manual shall include, but not be limited to:
 - i) Details of the pit lake design requirements;
 - ii) Details of the lake filling requirements, including but not limited to, the location, method, rate and quality of discharge into the pits; and
 - iii) Details of the long term pit wall stability.(b) The consent holder shall exercise the consent in accordance with the Closure Manual. The consent holder shall review the manual annually and if necessary update it. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.

General

7. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
 - i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and
 - iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Compliance with Conditions 7(m) to 7(q) of this consent.(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 7(a).
(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.
(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.
(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.
(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.
(g) The amount of the bond(s) shall include:
 - i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.

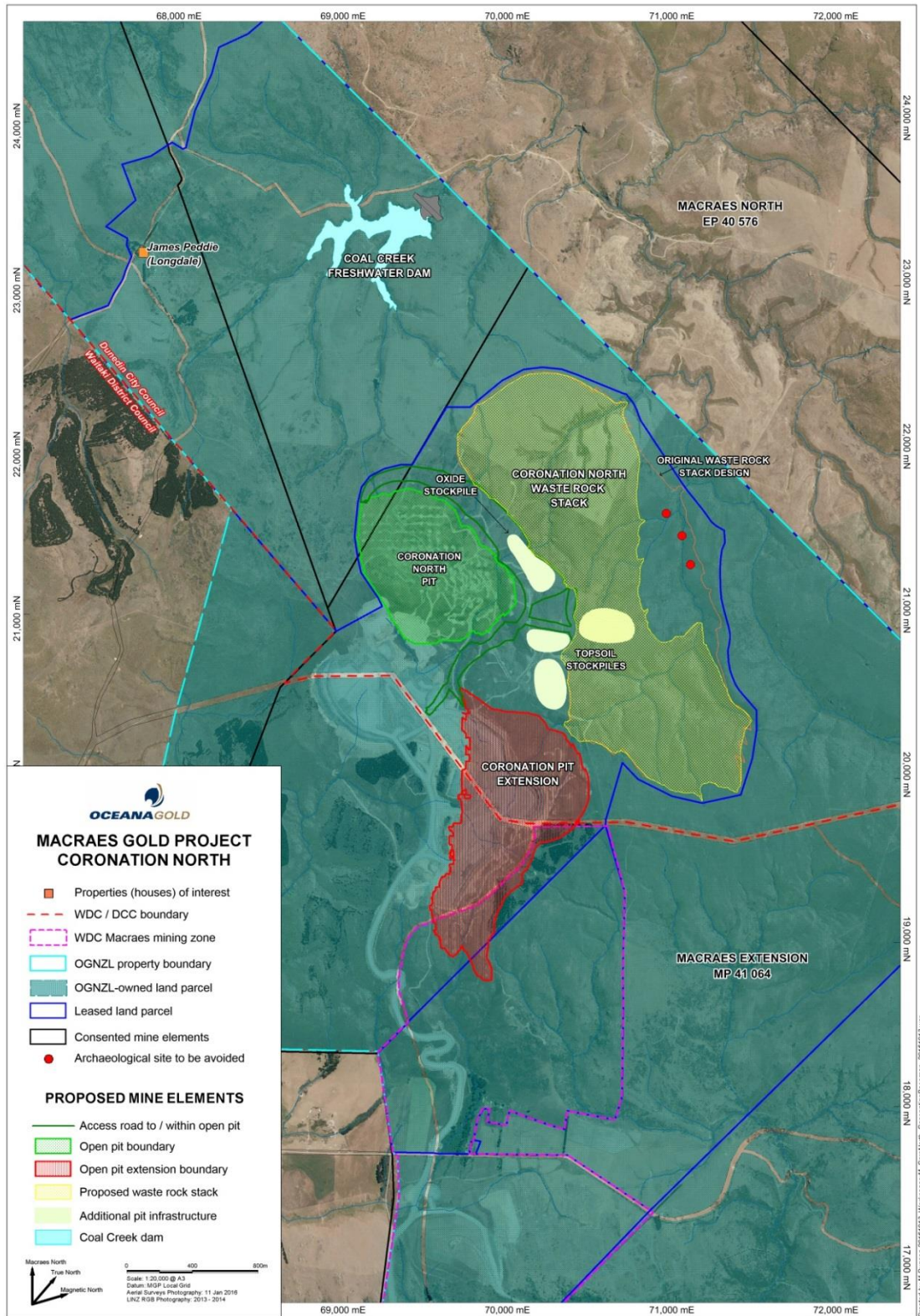
- ii) The estimated costs of:
 - Monitoring in accordance with the monitoring conditions of the consent;
 - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
 - Monitoring any rehabilitation required by this consent.
 - iii) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
- (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
- (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
- (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
- (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
- (m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.
- (n) The amount of the bond to be provided under Condition 7(m) shall include the amount (if any) considered by the Consent Authority necessary for:
 - i) Completing rehabilitation in accordance with the conditions of this consent.
 - ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.
 - iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
 - v) Contingencies.
- (o) Without limitation, the amount secured by the bond given under Condition 7(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
- (p) The bond(s) required by Condition 7(m) must be provided on the earlier of:
 - i) 12 months before the expiry of this consent.
 - ii) Three months before the surrender of this consent.
- (q) Conditions 7(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 7(m).

Review

8. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
 - (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
 - (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I

RM16.138.06



Our Reference: A942108

Consent No. RM16.138.07

DISCHARGE PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To discharge silt and sediment to Coal Creek for the purpose of constructing the Coal Creek Freshwater Dam

For a term expiring 35 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal description of consent location: Pt Section 2 Blk V Highlay SD

Map Reference: Within a 1 kilometre radius of NZTM 2000: E1392800 N4979400

Conditions

Specific

1. This consent shall be exercised in conjunction with Land Use Consent RM16,138.02, Discharge Permit RM16.138.08, Water Permit RM16.138.16, Water Permit RM16.138.18 and any subsequent variations to these consents.
2. For the purpose of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
3. The discharge shall be to Coal Creek and its unnamed tributaries in the general area marked Coal Creek Freshwater Dam on Appendix I attached.

Performance Monitoring

4. (a) Prior to exercise of this consent, the consent holder shall submit to the Consent Authority an Erosion and Sediment Control Plan for the Coronation North Project. The Erosion and Sediment Control Plan and plan requirements shall not be of a standard less than that required by the latest revision of the Environment Canterbury document “Erosion and Sediment Control Guideline”, except that the sediment retention ponds shall be designed in accordance with Engineering Geology Limited “Coronation North Project Erosion and Sediment Control” report dated 29 April 2016. The Erosion and Sediment Control Plan shall include, but not be limited to:
- i) Details of the design and location of all erosion and sediment control devices including final details of all catchments and sub-catchments of all works related to erosion and sediment control within the Coronation North Project area;
 - ii) Key responsibilities relating to implementation of the plan;
 - iii) Construction details and specifications of all proposed erosion and sediment control measures e.g. including but not limited to details of all drains and ponds associated with erosion and sediment control and surface water management;
 - iv) A construction timetable and details of necessary staging;
 - v) Maintenance, monitoring and reporting procedures (e.g. including but not limited to details of parameters to be measured, frequency of monitoring, monitoring locations and corrective actions to be implemented in the event that test results are inconsistent with monitoring requirements and/or cross reference to the Water Quality Management Plan and Compliance and Monitoring Schedule that otherwise provide for all such requirements);
 - vi) Emergency response procedures, including response procedures for flood events and silt pond dam failure scenarios; and
 - vii) Certification from a suitably qualified engineer, that is approved by the Consent Authority, that the proposed erosion and sediment control measures comply with the conditions of the consent.
- (b) The Erosion and Sediment Control Plan for this consent may be combined with any Erosion and Sediment Control Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.
- (c) The consent holder shall exercise this consent in accordance with the Erosion and Sediment Control Plan.
- (d) Not less than three weeks prior to the commencement of soil disturbance, the consent holder shall submit to the Consent Authority the Erosion and Sediment Control Plan. If required by the Consent Authority, the consent holder shall amend the Erosion and Sediment Control Plan. The consent holder shall exercise this consent in accordance with the Erosion and Sediment Control Plan.
- (e) The consent holder shall review the Erosion and Sediment Control Plan annually and if necessary, update it. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within 1 month.

General

5. The consent holder shall ensure that the discharge does not give rise to any significant adverse effect on aquatic life.
6. No lawful take of water is to be adversely affected as a result of any discharge.
7. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
 - i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and
 - iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Compliance with Conditions 7(m)-7(q) of this consent.
- (b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 7(a).
- (c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.
- (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.
- (e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.
- (f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan required for by condition 6 of RM16.138.05, condition 6 of RM16.138.10, condition 8 of RM16.138.17 and condition 10 of RM16.138.18.
- (g) The amount of the bond(s) shall include:
 - i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.
 - ii) The estimated costs of:
 - Monitoring in accordance with the monitoring conditions of the consent;
 - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
 - Monitoring any rehabilitation required by this consent.
 - iii) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.

- (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
- (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
- (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
- (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
- (m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.
- (n) The amount of the bond to be provided under Condition 7(m) shall include the amount (if any) considered by the Consent Authority necessary for:
 - i) Completing rehabilitation in accordance with the conditions of this consent.
 - ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.
 - iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
 - v) Contingencies.
- (o) Without limitation, the amount secured by the bond given under Condition 7(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
- (p) The bond(s) required by Condition 7(m) must be provided on the earlier of:
 - i) 12 months before the expiry of this consent.
 - ii) Three months before the surrender of this consent.
- (q) Conditions 7(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 7(m).

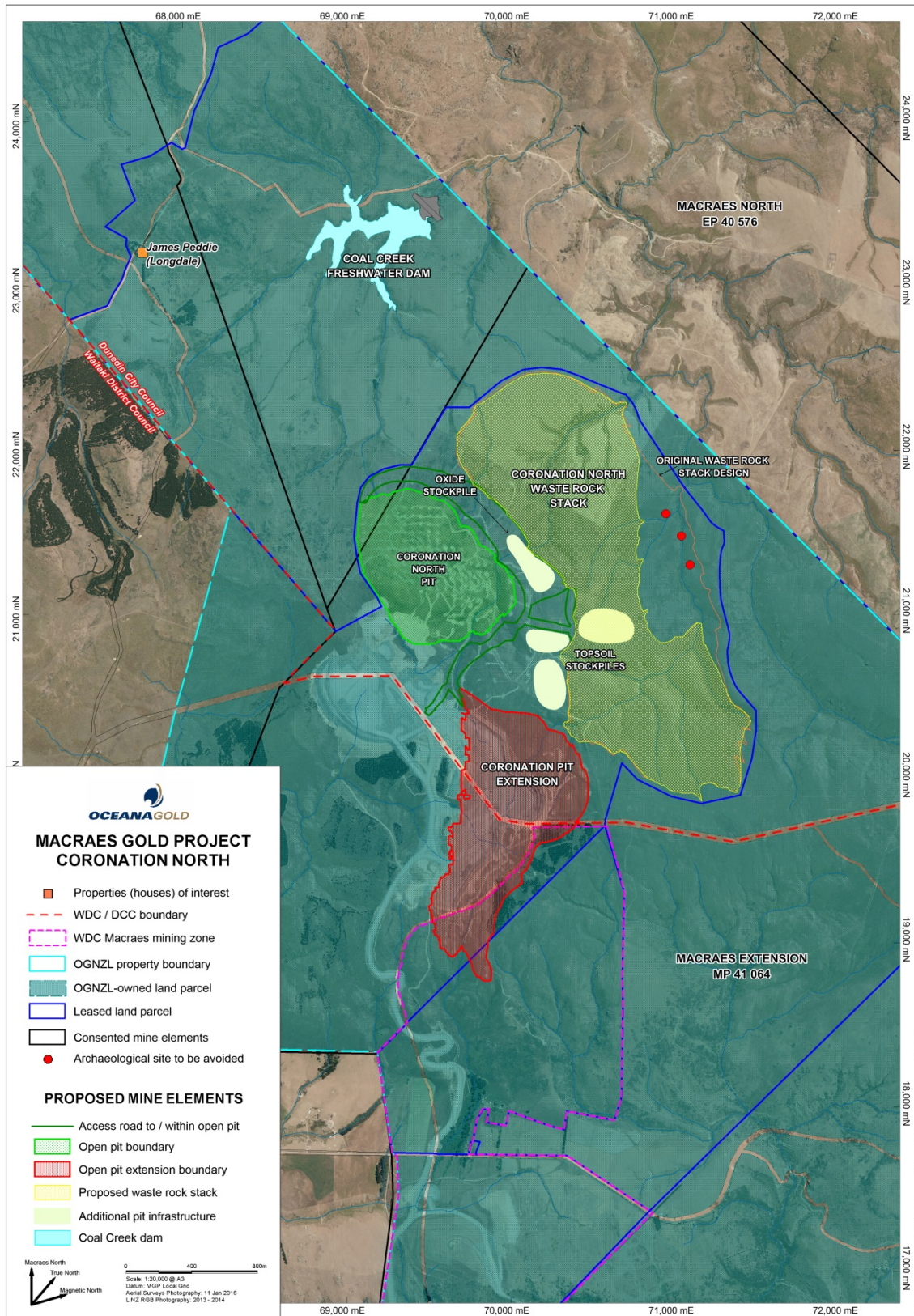
Review

- 8. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
 - (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or

(c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I

RM16.138.07



Our Reference: A942109

Consent No. RM16.138.08

DISCHARGE PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To discharge water from the Coal Creek Freshwater Dam to Coal Creek for the purpose of operating the Coal Creek Freshwater Dam and supplementing flows in the Coal Creek and Mare Burn catchments

For a term expiring 35 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal description of consent location: Pt Section 2 Blk V Highlay SD

Map Reference: Within a 1 kilometre radius of NZTM 2000: E1392800 N4979400

Conditions

Specific

1. This consent shall be exercised in conjunction with Land Use Consent RM16,138.02, Discharge Permit RM16.138.07, Water Permit RM16.138.16, Water Permit RM16.138.18 and any subsequent variations to these consents.
2. The Coal Creek Freshwater Dam embankment shall be generally sited as shown on Appendix 1 attached.
3. For the purpose of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
4. The consent holder shall fit the dam with a floating outlet system with a discharge pipe installed through the base of the embankment to ensure that the water discharged is from the upper surface of the reservoir.
5. For the purposes of water quality improvements and oxygenation, the water discharged from the base of the embankment shall flow over a short section of rip rap material before flowing into a small silt pond (this may be the same silt pond as used for the silt control during construction of the embankment) from where it will overflow into the creek bed.

6. The consent holder shall conduct continuous dissolved oxygen monitoring at monitoring point CCMP01 (Coal Creek just prior to the confluence with the Mare Burn at approximately NZTM 2000: E1392985 N4980236) for a one month period following filling of the reservoir to its final height and then annual 7-day continuous dissolved oxygen during the period 1 February to 31 May for the term of the consent. Information on flow and metrological conditions shall be collected for the period of monitoring.
7. A discharge flow of at least 5 litres per second shall be maintained in Coal Creek immediately downstream of the dam embankment site at all times unless the BPO Report provided under RM16.138.02 condition 5 shows a lesser discharge flow will ensure compliance with the water quality parameters set at MB02 in which case the discharge flow shall be maintained at that lesser flow rate. The lesser flow rate shall not be less than 3 litres per second.

General

8. The exercise of this consent shall not give rise to the production of any conspicuous floatable or suspended materials in the receiving waters, nor shall it give rise to any conspicuous change in the colour of visual clarity of those waters.
9. The Consent Authority may, within 6 months of receipt of the Coronation North Project Cultural Impact Assessment prepared by Kai Tahu Ki Otago on behalf of Te Runanga o Moeraki, Te Runanga o Otakou and Kati Hurapa Runanga ki Puketeraki, commissioned in 2016; serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.
10.
 - (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
 - i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and
 - iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Compliance with Conditions 10(m) to 10(q) of this consent.
 - (b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 10(a).
 - (c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.
 - (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.

- (e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.
- (f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.
- (g) The amount of the bond(s) shall include:
- i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.
 - ii) The estimated costs of:
 - Monitoring in accordance with the monitoring conditions of the consent;
 - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
 - Monitoring any rehabilitation required by this consent.
 - iii) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
- (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
- (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
- (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
- (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
- (m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.
- (n) The amount of the bond to be provided under Condition 10(m) shall include the amount (if any) considered by the Consent Authority necessary for:
- i) Completing rehabilitation in accordance with the conditions of this consent.
 - ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.
 - iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.

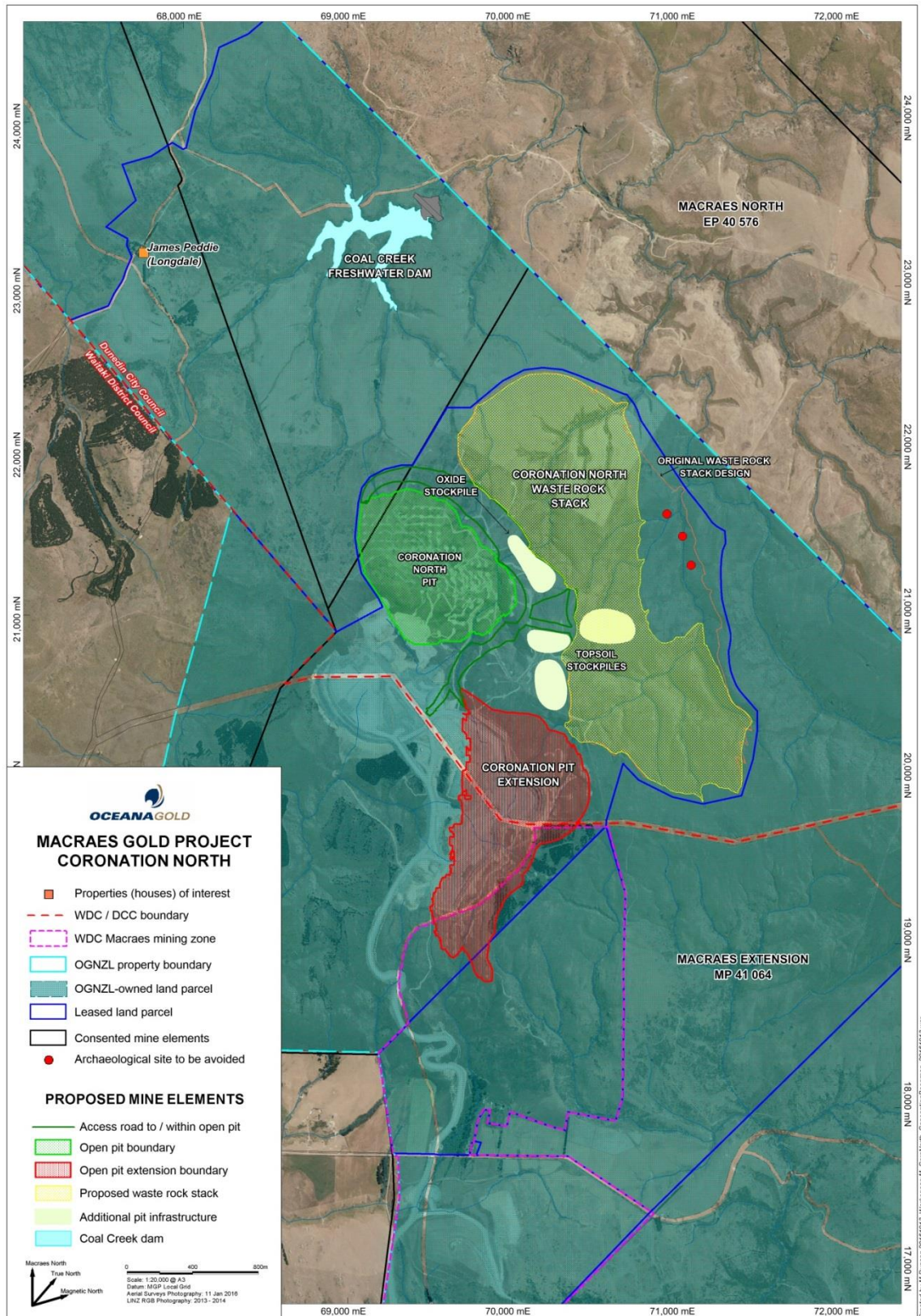
- iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
- v) Contingencies.
- (o) Without limitation, the amount secured by the bond given under Condition 23(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
- (p) The bond(s) required by Condition 10(m) must be provided on the earlier of:
 - i) 12 months before the expiry of this consent.
 - ii) Three months before the surrender of this consent.
- (q) Conditions 10(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 10(m).

Review

11. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
 - (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
 - (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I

RM16.138.08



Our Reference: A942110

Consent No. RM16.138.09

DISCHARGE PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To discharge waste rock and contaminants from waste rock to land, or into land in circumstances which may result in contaminants entering water for the purpose of constructing the Coronation North Waste Rock Stack

For a term expiring 10 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal description of consent location: Pt Section 2 Blk V Highlay SD

Map Reference: Within a 1.5 kilometre radius of NZTM 2000: E1395000 N4979000

Conditions

Specific

1. This consent shall be exercised together with Land Use Consent RM16.138.01 Discharge Permit RM12.378.03, Discharge Permit RM12.378.04, Discharge Permit RM12.378.05, RM16.138.20 and any subsequent variations to these consents.
2. The discharge shall not occur outside the area marked Coronation North Waste Rock Stack shown on Appendix I attached.
3. The consent holder shall ensure short and long term stability of all structures, works and their surrounds at all times.
4. The Coronation North Waste Rock Stack shown in Appendix I shall be constructed to a height no greater than 695 metres Relative Level.
5. The consent holder shall stage the construction of Coronation North Waste Rock Stack (WRS) as follows:

- (a) Waste rock deposition will commence in Area A shown on “Coronation North Waste Rock Stack Option” annexed at Appendix II.
- (b) Once Area A is constructed to its maximum practicable extent, the consent holder shall next deposit waste rock in Area B shown on “Coronation North Waste Rock Stack Option” annexed at Appendix II.
- (c) When Area B is constructed to its maximum practicable extent the consent holder shall finally deposit waste rock in Area C shown on “Coronation North Waste Rock Stack Option” annexed at Appendix II.

Performance Monitoring

- 6. The consent holder shall notify the Consent Authority in writing at least ten working days prior to the commencement of the works authorised by this consent.
- 7. (a) No less than one month prior to the first exercise of this consent, the consent holder shall submit to the Consent Authority, an Operations and Management Plan for the Coronation North Waste Rock Stack. The Operations and Management Plan shall be in accordance with the conditions of this consent, and shall include (but not be limited to):
 - i) A general description of the site, including topography, natural water sources and geotechnical investigations;
 - ii) A description of all stages of construction, operation and rehabilitation of the waste rock stack;
 - iii) A plan showing the proposed final footprint and contours for the Coronation North Waste Rock Stack;
 - iv) An assessment of all potential environmental effects and the measures to be put in place to avoid, remedy or mitigate these environmental effects;
 - v) A description of water management at the site, including procedures for controlling adverse effects of runoff and seepage on groundwater and surface water bodies in accordance with the Water Quality Management Plan required by Discharge Permit RM16.138.03, Discharge Permit RM16.138.04 and Discharge Permit RM16.138.05, and the Erosion and Sediment Control plan required by Discharge Permit RM16.138.03, Discharge Permit RM16.138.04 and Water Permit RM16.138.20;
 - vi) A plan showing all monitoring locations relevant to this consent, a description of monitoring frequencies, parameters to be analysed and relevant compliance limits and details of all measuring, recording, sampling and testing methods including any relevant standards or accreditations;

- vii) A monitoring programme for the discharge of waste rock, including regular topographic and aerial surveys for the determination of the volumes of waste rock discharged, resultant changes to the ground surface levels, and areas affected by the discharge; and
- viii) A monitoring programme to assess waste rock stack cover integrity, vegetation health, any movement, erosion or other geotechnical instability, including a contingency plan should instability result in any health and safety issues at the site and a procedure for recording the outcome of the monitoring and any maintenance, remedial or corrective measures undertaken.

(b) The consent holder shall exercise this consent in accordance with the Operations and Management Plan.

(c) The consent holder shall review the Operations and Management Plan annually and if necessary, update it. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan required by Condition 16 of this consent. The Consent Authority shall be provided with any updates of the plan within 1 month.

8. This consent shall be exercised in accordance with and be subject to the Coronation North Waste Rock Stack Compliance and Monitoring Schedule attached.
9. The consent holder shall arrange for or obtain annual vertical aerial imagery taken to industry standard of the Coronation North Waste Rock Stack site. The coverage of the imagery shall extend a minimum of 500 metres beyond the boundary of the consented stack area. The photography shall be supplied by 30 June each year to the Consent Authority as a digital image. The image supplied shall be of sufficient quality so as to allow clear reproduction at a scale of 1:10000.
10. The waste rock stack shall be constructed in stages as specified in Condition 4, with progressive rehabilitation and revegetation undertaken in accordance with the following:
 - (a) The consent holder shall leave water bodies (including their banks and beds) in a natural and stable condition as far as practicably possible. This excludes reclaimed watercourses.
 - (b) The consent holder will, as far as practicable, stockpile soil from any disturbed ground, unless the soil is required to be left in place to protect water and soil values. All salvaged soil will be used for rehabilitation purposes.
 - (c) The consent holder shall locate, form and shape all earthworks so that their profiles, contours, skylines and transitions closely resemble and blend with the surrounding natural landforms. If earthworks cannot be fully naturalised, the consent holder shall minimise the extent of their visibility and maximise their integration into the surroundings.
 - (d) The consent holder shall use a landscape architect in the planning and design of the waste rock stack and associated structures.

- (e) Land will be rehabilitated as follows:
 - i) As improved pasture as close as possible to its original productive use with plantings of appropriate shelter trees; or
 - ii) With indigenous species which visually blend into the surroundings; or
 - iii) Into forestry plantings subject to local and regional planning requirements.
- (f) The consent holder shall maintain vegetation cover until the expiry of this consent and shall ensure that the vegetation will be self-sustaining after the expiry of this consent.

11. Prior to the expiry of this consent, the consent holder shall ensure that the whole of the waste rock stack has been rehabilitated in accordance with Condition 13 of this consent and that everything necessary to comply with the conditions of this consent has been completed.
12. (a) The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover the forthcoming year (1 July to 30 June). The consent holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to:
 - i) A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining;
 - ii) A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months;
 - iii) A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months;
 - iv) An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan;
 - v) Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months;
 - vi) A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps;
 - vii) A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps;

- viii) A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a non-compliance event and/or any adverse effects on the environment;
- ix) Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Management Plans and the Dust Management Plan;
- x) An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months;
- xi) A detailed section on rehabilitation including, but not limited to the following:
 - A description of rehabilitation planned for the next five years;
 - A description of proposed rehabilitation methods;
 - The details of the location, design (including shape form and contour) and construction of all permanent structures;
 - Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months;
 - Drainage details for disturbed and recently rehabilitated areas;
 - Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and
 - Details of the management of areas previously rehabilitated.
- xii) An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;
- xiii) An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;
- xiv) An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;
- xv) A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and
- xvi) Any other information required by any other condition of this consent and any related consent.

(b) The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.

(c) The consent holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.

(d) The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.

(e) The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.

(f) Each year, the consent holder shall provide the Chairperson of Macraes Community Incorporated, Kai Tahu ki Otago Limited, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Runanga o Otakou and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.

13. (a) The consent holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mine operations.
- (b) The Site Decommissioning Plan shall be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups.
- (c) The Site Decommissioning Plan shall include but not be limited to:
- i) A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings impoundments, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire;
 - ii) A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents;
 - iii) Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment;
 - iv) Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents;
 - v) Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; and
 - vi) Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure compliance with numerical standards and mitigation plans.

14. The consent holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to:
 - (a) name and location of site where the problem is experienced;
 - (b) nature of the problem;
 - (c) date and time problem occurred, and when reported;
 - (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.

These complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required as part of Condition 16 of this consent.

General

15. In the event of any non compliance with the conditions of this consent, the consent holder shall notify the Consent Authority within 24 hours of the non compliance being detected. Within five working days the consent holder shall provide written notification to the Consent Authority providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non compliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non compliance.
16. During construction, operation and rehabilitation of the waste rock stack, the consent holder shall keep the area of disturbed ground to a minimum.
17. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
 - i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and
 - iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Compliance with Conditions 17(m) to 17(q) of this consent.(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 17(a).
(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.
(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.
(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.
(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan required for by condition 6 of RM16.138.05, condition 6 of RM16.138.10, condition 8 of RM16.138.17 and condition 10 of RM16.138.18.

- (g) The amount of the bond(s) shall include:
- i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.
 - ii) The estimated costs of:
 - Monitoring in accordance with the monitoring conditions of the consent;
 - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
 - Monitoring any rehabilitation required by this consent.
 - i) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
- (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
- (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
- (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
- (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
- (m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.
- (n) The amount of the bond to be provided under Condition 17(m) shall include the amount (if any) considered by the Consent Authority necessary for:
- i) Completing rehabilitation in accordance with the conditions of this consent.
 - ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.
 - iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
 - v) Contingencies.

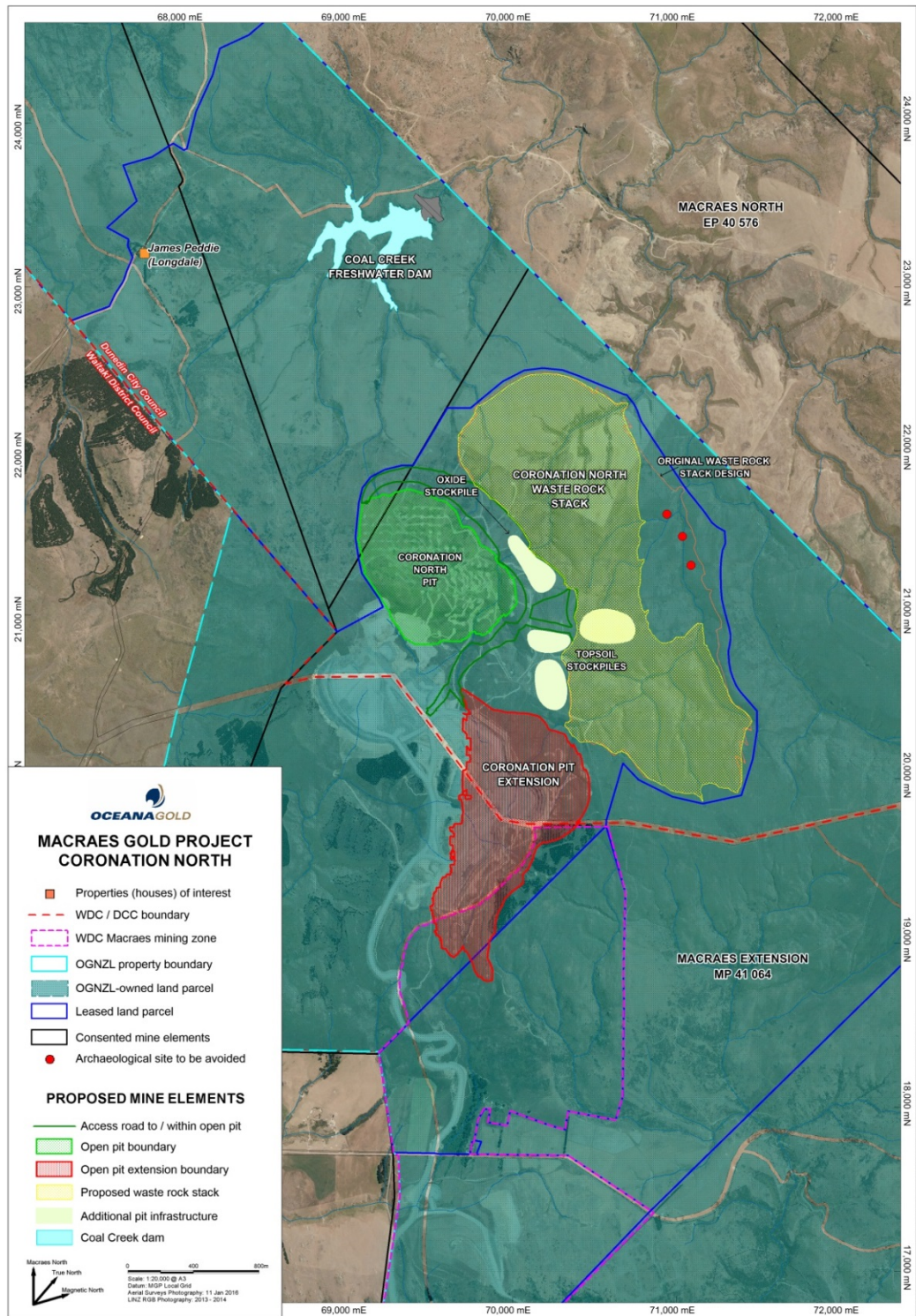
- (o) Without limitation, the amount secured by the bond given under Condition 17(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
- (p) The bond(s) required by Condition 17 (m) must be provided on the earlier of:
 - i) 12 months before the expiry of this consent.
 - ii) Three months before the surrender of this consent.
- (q) Conditions 17(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 17(m).

Review

18. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
 - (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
 - (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent; or
 - (d) ensuring the Coronation North Waste Rock Stack is sized, constructed and located appropriately.

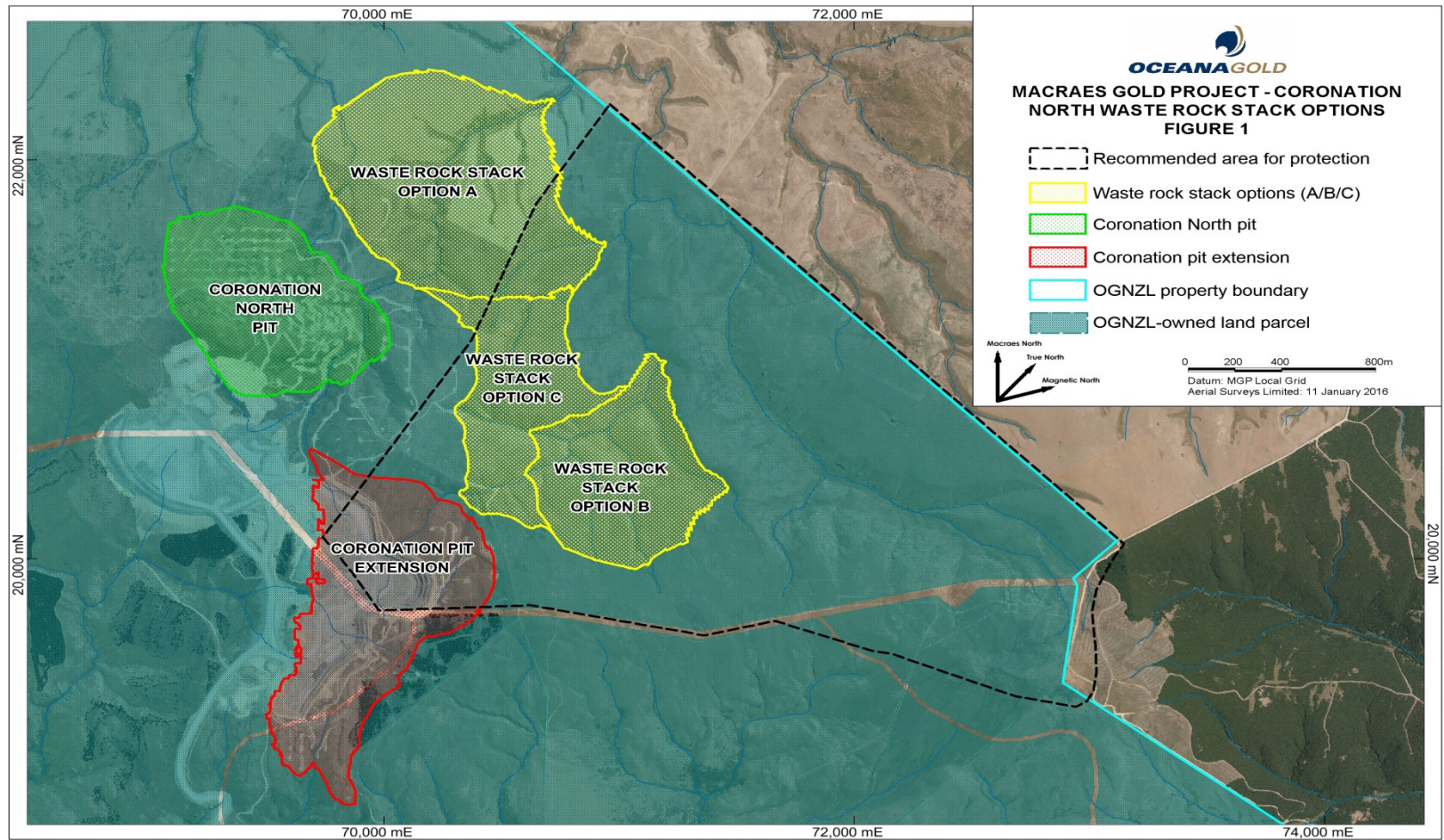
Appendix I

RM16.138.09



Appendix II

RM16.138.09



CORONATION NORTH WASTE ROCK STACK

COMPLIANCE AND MONITORING SCHEDULE

GENERAL PROVISIONS

1. This schedule describes monitoring and sampling required pursuant to consent numbers RM16.138.04, RM16.138.05 and RM16.138.09 in addition to any monitoring specified in those consents.
2. The design of all monitoring and sampling programmes shall be to the satisfaction of the Consent Authority. Where the consent to which the monitoring programme relates, directs that an Operations and Management Plan shall be prepared then the monitoring programme shall be incorporated into that plan.
3. The parameters analysed, site locations and frequency of sampling shall be reviewed as part of the annual review of the management plan for the consent(s) to which this monitoring relates. New parameters, sites and frequencies may be approved by the Consent Authority under an application by the consent holder for a change of conditions for monitoring made pursuant to Section 127 of the Act.
4. All sampling procedures, including collection, transportation of samples and laboratory analyses undertaken in accordance with this consent must be performed to IANZ registered standards, or otherwise as specifically approved by the Consent Authority.
5. Reporting shall be quarterly unless specified otherwise. A quarterly consolidated report containing all sampling and monitoring results shall be submitted to the Consent Authority and, on request Kai Tahu ki Otago Limited within one month of the end of the quarter being reported. This report shall highlight any particular features arising from monitoring and sampling and shall provide appropriate commentary on such features.
6. Where a monitoring location is destroyed, engulfed, made redundant or unusable for any other reason, the consent holder shall, in consultation with the Consent Authority:
 - a) discuss and determine whether an alternative monitoring location is required and if so where it should be located; and
 - b) assign a timeframe for establishment of the new monitoring location.

REPORTING OF NON-COMPLIANCE

Any non-compliance with any compliance criteria shall be reported to the Consent Authority within 24 hours of the non-compliance first being detected. Within three working days of the non-compliance being detected the consent holder shall advise the consent authority of what actions have been taken or are proposed to remedy the cause(s) of the non-compliance.

COMPLIANCE CRITERIA

This following describes the compliance criteria pursuant to consent numbers RM16.138.04, RM16.138.05 and RM16.138.09.

(a) Narrative Standard for Receiving Waters

The waters of the Mare Burn, shall at all times be free of contaminants attributable to mineral processing and associated activities in concentrations which adversely affect directly or indirectly water uses or which adversely affect animals, plants and/or aquatic life.

(b) Numerical Compliance Criteria

(i) **Mare Burn Compliance Point MB02**

Surface water within the Mare Burn at the Mare Burn Compliance Point, MB02 (approximately NZTM 2000 E1392955 N4980551) shall not exceed the following water quality compliance criteria (where the metals standards are all soluble determinations), unless infallible evidence can be provided that the level of a parameter is either naturally occurring or unrelated to mining activities:

Constituent	Standard (g/m ³) unless stated otherwise
Arsenic	0.015
Cyanide _{WAD}	0.1
Copper ^a	0.009
Iron	1
Lead ^a	0.0025
Zinc ^a	0.12
pH (range)	6.5 – 9.5 pH units
Sulphate	400
Nitrate	2.4
Ammonia	0.24
Turbidity	30-50% Change in clarity
Suspended solids	30-50% Change in clarity

^a Note: Copper, lead and zinc standards shall be hardness related limits in accordance with the following. Values given in the tables above assume a hardness of 100g/m³ CaCO₃.

$$\text{Copper Limit (g/m}^3\text{)} = \frac{0.96.e^{0.8545[\ln(\text{hardness})] - 1.702}}{1000}$$

$$\text{Lead Limit (g/m}^3\text{)} = \frac{(1.46203 - [\ln(\text{hardness})(0.145712))].e^{1.273[\ln(\text{hardness})] - 4.705}}{1000}$$

$$\text{Zinc Limit (g/m}^3\text{)} = \frac{0.986.e^{0.8473[\ln(\text{hardness})] + 0.884}}{1000}$$

Notes:

(iii) **Waste Rock – ANC/MPA Ratio**

The acid neutralising capacity to maximum potential acidity (ANC:MPA) ratio, as referred to in California Administrative Code Article 7, 1992, shall be greater than 3:1 in rock discharged into the Waste Rock Stack.

MONITORING

(i) Surface Waters

The consent holder shall collect monthly representative water samples from the following surface water sites (as shown on Figure 1):

- (i) Mare Burn Compliance Point MB01 (approximately NZTM 2000: E1394176 N4980401);
- (ii) Mare Burn Compliance Point MB02 (approximately NZTM 2000: E1392955 N4980551); and
- (iii) Coal Creek Monitoring Point CCMP01 immediately upstream of the confluence with the Mare Burn (approximately NZTM 2000: E1392985 N4980236)

All surface water sampling shall occur on the same day.

Samples shall be analysed for the following parameters for the duration of consents RM16.138.04, RM16.138.05 and RM16.138.09:

Constituent	Monthly
Major cations:	
calcium	✓
magnesium	✓
potassium	✓
sodium	✓
Major anions:	
bicarbonate	✓
carbonate	✓
chloride	✓
sulphate	✓
pH	✓
Conductivity	✓
Arsenic	✓
Copper	✓
Iron	✓
Lead	✓
Zn	✓
Cyanide ^(WAD)	✓
Turbidity	✓
Suspended solids	✓

With the prior written approval of the Consent Authority, the consent holder may reduce the frequency of monitoring or the number of contaminants being monitored in accordance with the table above where it is shown that maintenance of the original monitoring programme is not required. The Consent Authority may, by notice in writing at any time, require the consent holder to resume the monitoring programme as set out in the table above.

(ii) Waste Rock Stack Seepage

The consent holder shall obtain representative samples of groundwater seepage from the toe of the Coronation North Waste Rock Stack at the following points (as shown on figure 2):

- Trimbells Gully (at the main waste rock stack seepage point);
- Maori Hen Gully;
- Coal Creek 1; and
- Coal Creek 2.

Construction of the waste rock stack will be progressive so commencement of monitoring of groundwater seepage will be dependent on a) waste rock being deposited in the catchment of each seepage collection point (as shown on Figure 2) and b) there being sufficient seepage water discharged to allow a sample to be collected.

Samples shall be analysed for the following parameters at the following intervals:

Constituent	Quarterly	Annually
Major cations:		
calcium	✓	
magnesium	✓	
potassium	✓	
sodium	✓	
Major anions:		
bicarbonate	✓	
carbonate	✓	
chloride	✓	
sulphate	✓	
pH	✓	
Conductivity	✓	
Copper		✓
Iron		✓
Lead		✓
Total Inorganic Nitrogen		✓
Arsenic		✓

(iii) Waste Rock Stack Seepage Flow Monitoring

The consent holder shall install and operate a flow monitoring station at the main waste rock stack seepage discharge point in Trimbells Gully.

The flow monitoring system shall be capable of providing a continuous flow record in an electronic format.

The final location and method of flow monitoring shall be determined in consultation with the Consent Authority. If the Trimbells Gully site is deemed unsuitable, the location of the flow monitoring station shall be moved to another tow seepage point following consultation with the Consent Authority.

(iv) Waste Rock ANC/MPA Ratio

The consent holder shall, at monthly intervals collect representative samples of waste rock from the Coronation Waste Rock Stack.

(v) Aquatic Biological Monitoring

The consent holder shall engage a suitably qualified and experienced freshwater biologist to design and undertake an aquatic biological monitoring programme.

Biological monitoring shall be undertaken at the following sites as shown on Figure 3:

- Mare Burn at MB01 (approximately NZTM 2000: E1394176 N4980401); and
- Mare Burn at MB02 (approximately NZTM 2000: E1392955 N4980551);

Monitoring of macro-invertebrates and periphyton shall be carried out at each of the sites on one occasion during each of the following periods each year:

- December to February inclusive;
- March to May inclusive;
- June to August inclusive; and
- September to November inclusive

(unless there are insufficient flows to support any significant aquatic community). A flow reading shall be completed on each monitoring occasion.

Macroinvertebrate sampling shall include calculation and consideration of Macroinvertebrate Community Index (MCI) and its semi-quantitative variant (SQMCI).

An annual electric fishing survey shall be carried out at the two sites (unless there are insufficient flows) during the period 1 February to 31 March inclusive. A flow reading shall be completed at each site. Electric fish surveying shall be consistent with the method developed and documented under Compliance and Monitoring Schedules for the Consent Holder's existing resource consents. This method shall be followed for all fish surveys undertaken in accordance with this schedule.

All aquatic biology monitoring shall be undertaken during low or stable flows.

Components to be Monitored

1. Benthic macro-invertebrates - the taxonomic composition and species abundance shall be monitored at all sites.
2. Fish - the taxonomic composition and abundances of fish shall be monitored by an electric-fishing survey at each of the sites.
3. Benthic Algae - a qualitative assessment of the height and percentage cover of dominant species of benthic algae shall be made at all sites.
4. A visual estimation from the stream bank of the habitat length (in metres) and the percentage of stream bed within the wetted width covered by sediment <2 mm in size, for each riffle, run and pool present and take a representative photograph.

Figure 1 – Surface Water Quality Compliance Monitoring Sites

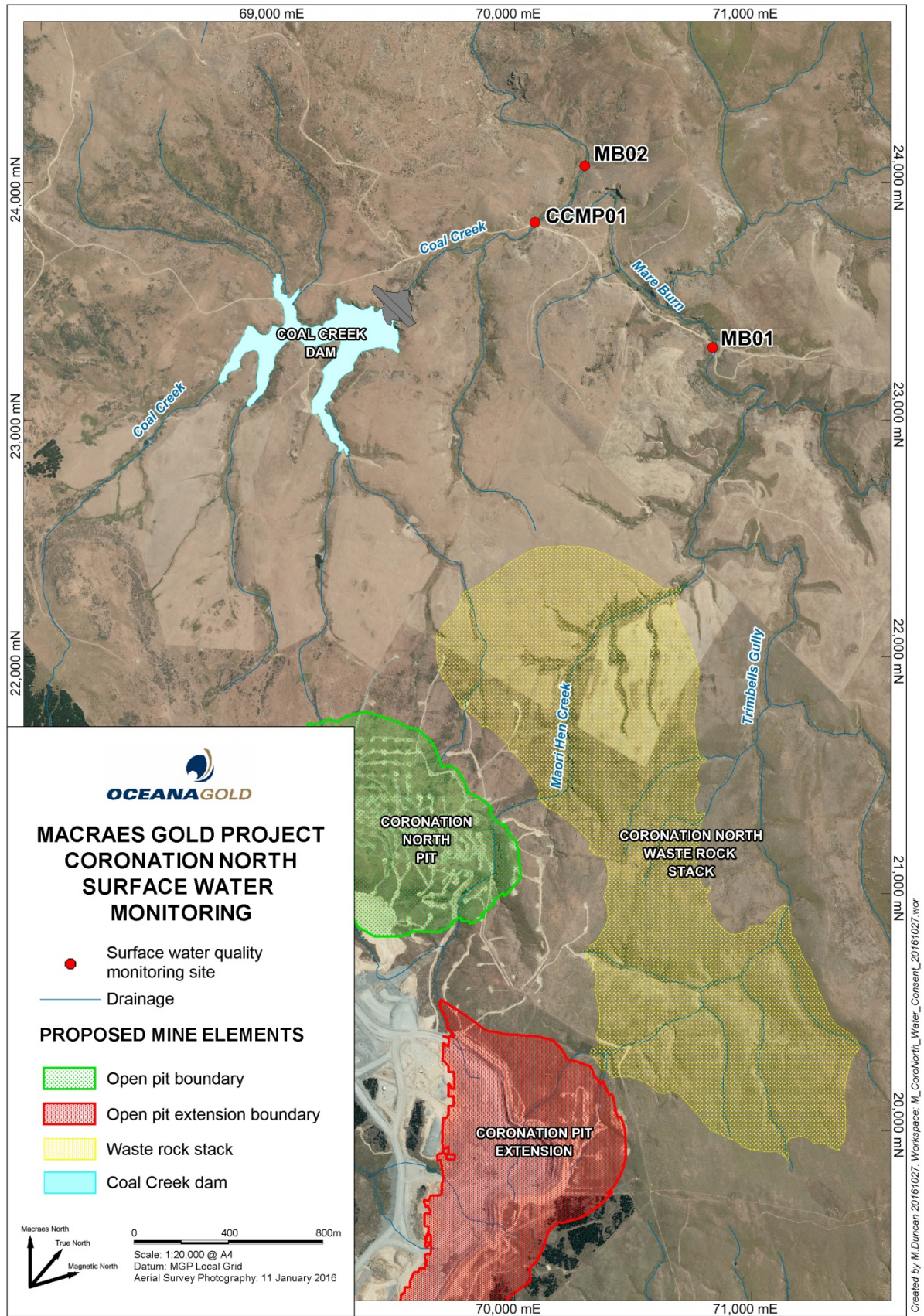


Figure 2 – Coronation North Waste Rock Stack Seepage Monitoring Points

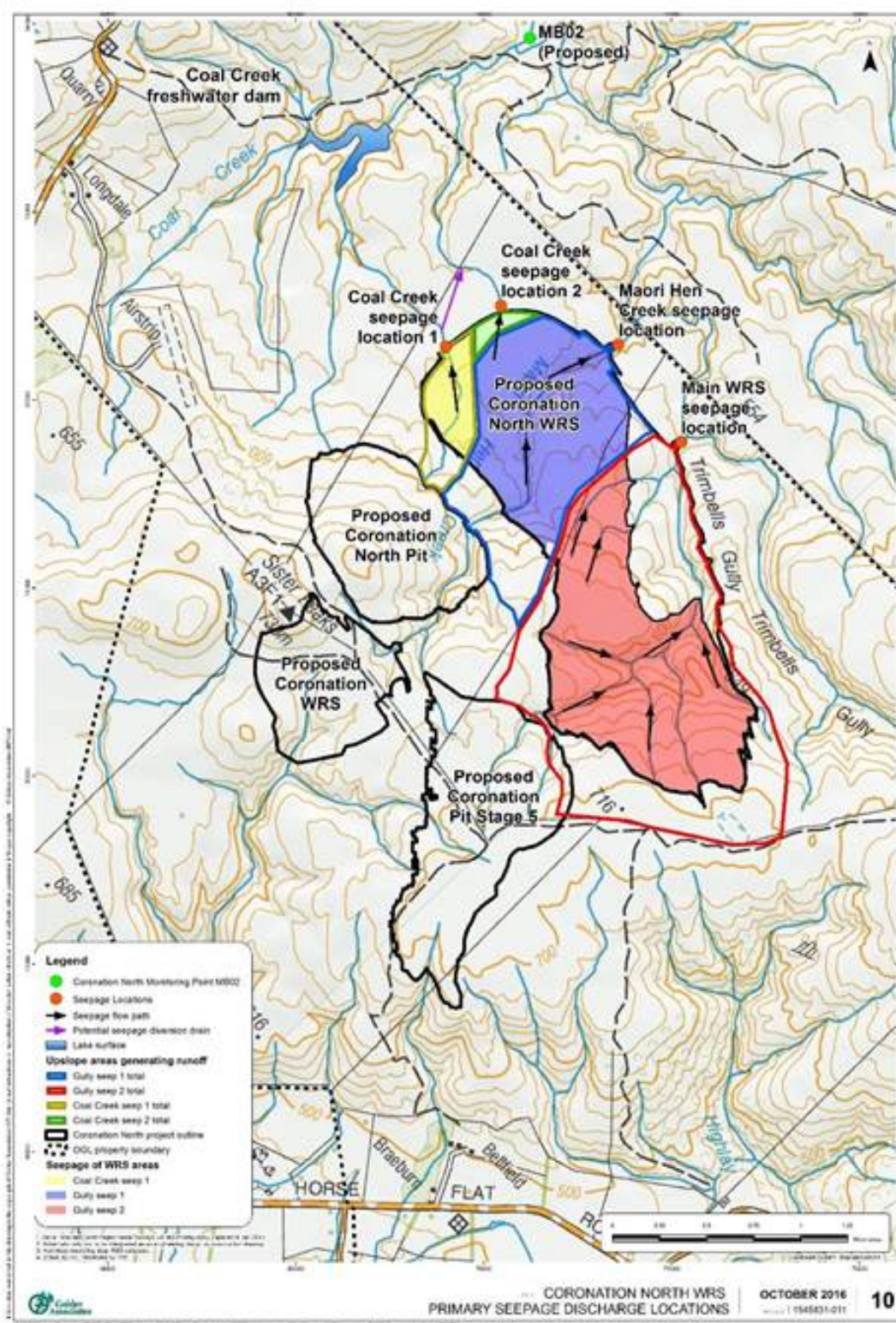
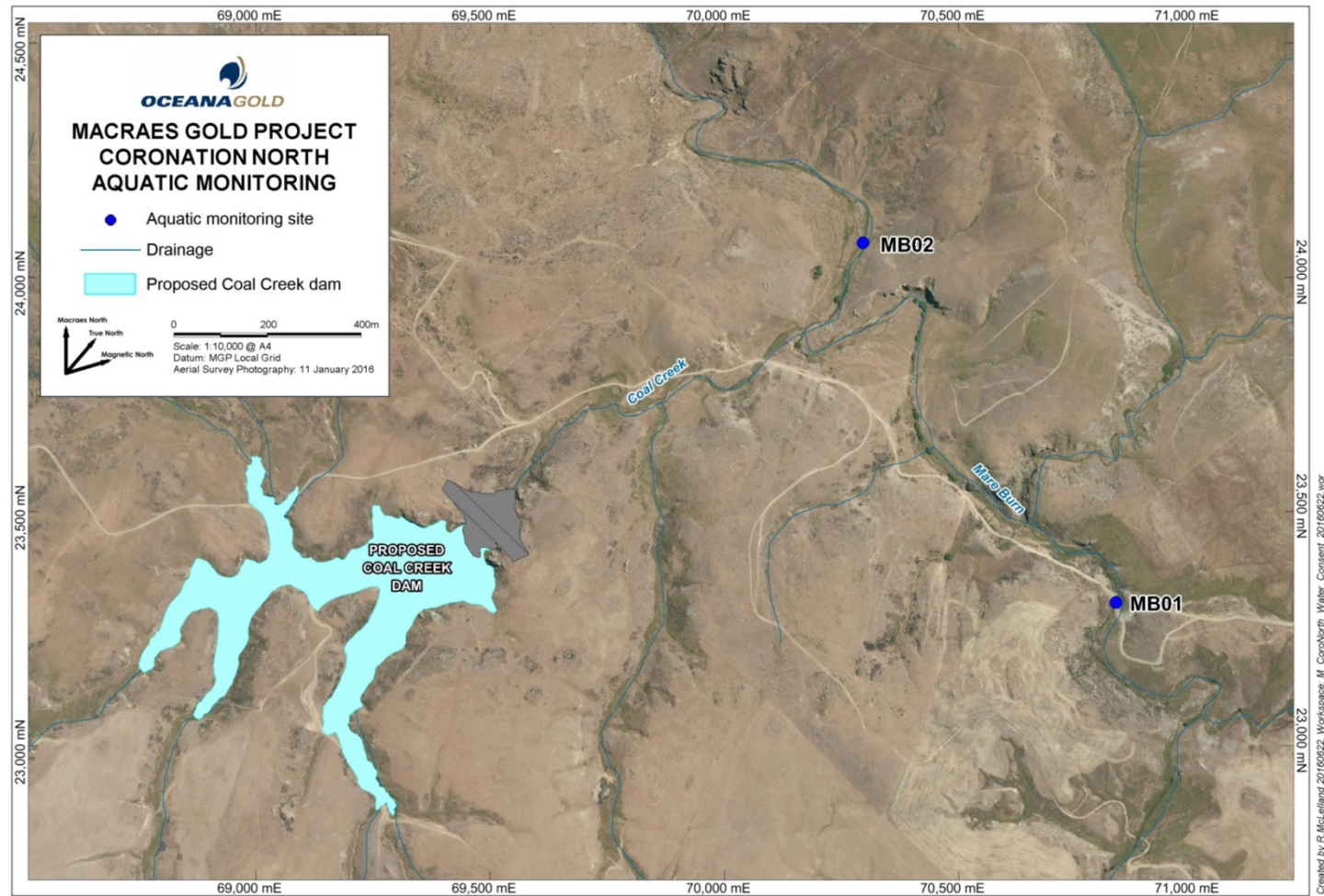


Figure 3: Aquatic Monitoring Sites



Our Reference: A942111

Consent No. RM16.138.10

DISCHARGE PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To discharge waste rock to land within the Coronation North Pit for the purpose of disposing of waste rock

For a term expiring 10 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal description of consent location: Pt Section 2 Blk V Highlay SD

Map Reference: Within a 1 kilometre radius of NZTM 2000: E1394500 N4978000

Conditions

Specific

1. The discharge shall occur in the areas marked Coronation North Pit shown on Appendix I attached.
2. For the purposes of Section 125 of the Act, this consent shall not lapse.
3. The ratio of acid neutralising capacity to maximum potential acidity ratio, as referred to in California Administrative Code Article 7, 1992, shall be not less than 3:1 in rock discharged into Coronation North Pit.
4. The side slopes of any backfill placed in Coronation North Pit must be constructed to ensure the finished slope has a factor of safety against instability of 1.2 under the worst possible combination of events as a minimum.
5. A review of backfill completed, including a plan with updated backfill levels shall be included in the Project Overview and Work and Rehabilitation Plan submitted annually to the Consent Authority.

Management Plans

6. The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover the forthcoming year (1 July to 30 June). The consent holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to:
- i) A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining;
 - ii) A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months;
 - iii) A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months;
 - iv) An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan;
 - v) Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months;
 - vi) A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps;
 - vii) A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps;
 - viii) A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a non-compliance event and/or any adverse effects on the environment;
 - ix) Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Management Plans and the Dust Management Plan;
 - x) An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months;
 - xi) A detailed section on rehabilitation including, but not limited to the following:
 - A description of rehabilitation planned for the next five years;
 - A description of proposed rehabilitation methods;
 - The details of the location, design (including shape form and contour) and construction of all permanent structures;

- Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months;
 - Drainage details for disturbed and recently rehabilitated areas;
 - Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and
 - Details of the management of areas previously rehabilitated.
- xii) An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;
- xiii) An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;
- xiv) An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;
- xv) A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and
- xvi) Any other information required by any other condition of this consent and any related consent.
- (b) The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.
- (c) The consent holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.
- (d) The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.
- (e) The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.
- (f) Each year, the consent holder shall provide the Chairperson of Macraes Community Incorporated, Kai Tahu ki Otago, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Runanga o Otakau and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.
7. (a) The consent holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mine operations. The Decommissioning Plan may be part of any other Decommissioning Plan required for the Macraes Gold Project.
- (b) The Site Decommissioning Plan shall be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups.
- (c) The Site Decommissioning Plan shall include but not be limited to:

- i) A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings impoundments, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire;
- ii) A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents;
- iii) Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment;
- iv) Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents;
- v) Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; and
- vi) Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure compliance with numerical standards and mitigation plans.

8. The consent holder shall maintain a register of complaints received regarding their operation. The register shall include, but not be limited to:
- (a) name and location of site where the problem is experienced;
 - (b) nature of the problem;
 - (c) date and time problem occurred, and when reported;
 - (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.

The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 5 of this consent.

9. In the event of any non compliance with the conditions of this consent, the consent holder shall notify the Consent Authority within 24 hours of the non compliance being detected. Within five working days the consent holder shall provide written notification to the Consent Authority providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non compliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non compliance.

General

10. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
- i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and

- iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
- iv) Compliance with Conditions 10(m) to 10(q) of this consent.
- (b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 10(a).
- (c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.
- (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.
- (e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.
- (f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan condition 6 of RM16.138.05, condition 6 of RM16.138.10, condition 8 of RM16.138.17 and condition 10 of RM16.138.18.
- (g) The amount of the bond(s) shall include:
 - i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.
 - ii) The estimated costs of:
 - Monitoring in accordance with the monitoring conditions of the consent;
 - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
 - Monitoring any rehabilitation required by this consent.
 - i) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
- (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
- (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
- (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
- (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.

(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.

(n) The amount of the bond to be provided under Condition 10(m) shall include the amount (if any) considered by the Consent Authority necessary for:

- i) Completing rehabilitation in accordance with the conditions of this consent.
- ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.
- iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.
- iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
- v) Contingencies.

(o) Without limitation, the amount secured by the bond given under Condition 10(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.

(p) The bond(s) required by Condition 11(m) must be provided on the earlier of:

- i) 12 months before the expiry of this consent.
- ii) Three months before the surrender of this consent.

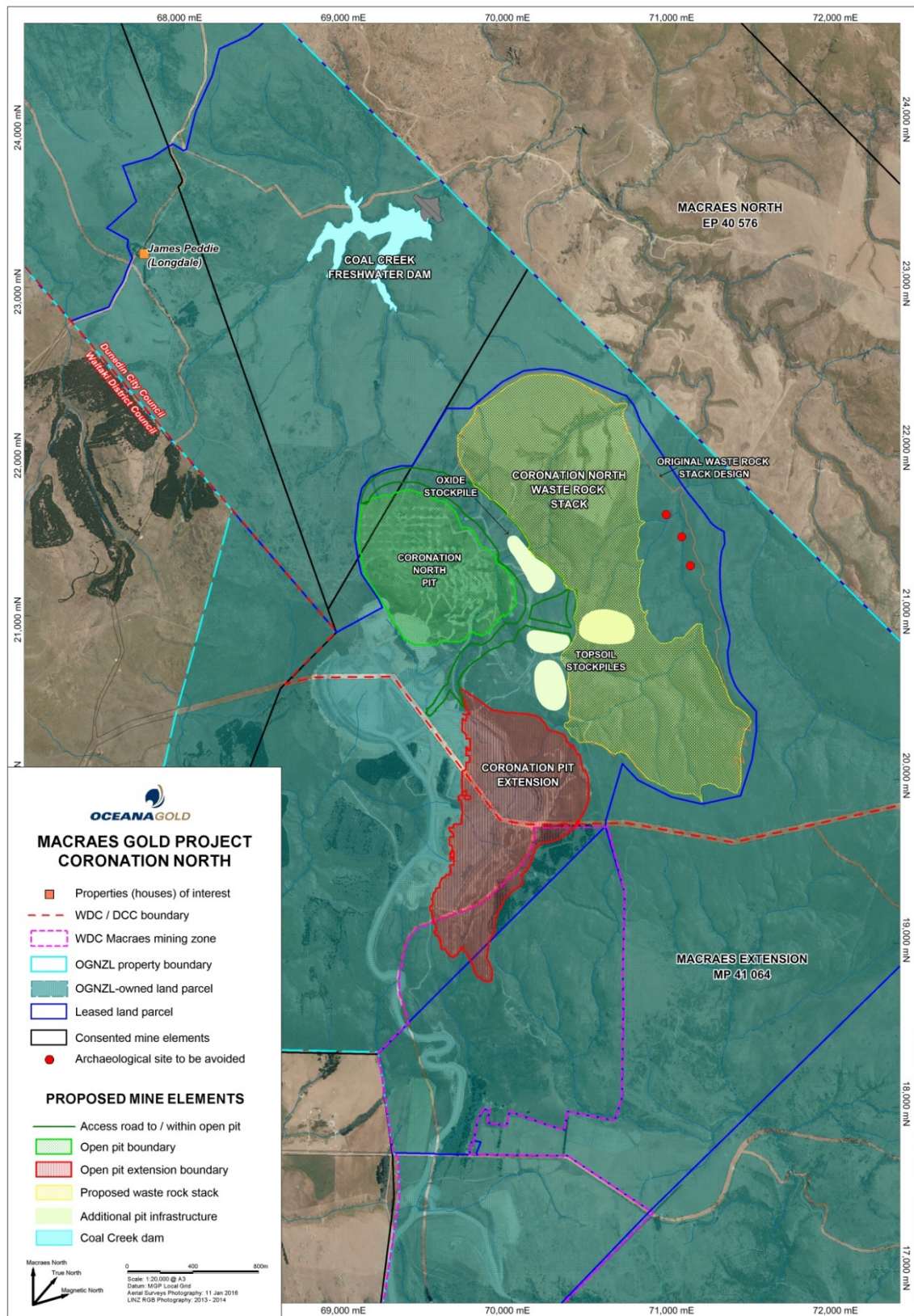
(q) Conditions 10(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 10(m).

Review

11. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:

- (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
- (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
- (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I RM16.138.10



Our Reference: A942112

Consent No. RM16.138.11

WATER PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To take surface water for the purpose of dewatering Coronation North Pit and use for the purpose of dust suppression

For a term expiring 10 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal Description of land at point of abstraction: Pt Section 2 Blk V Highlay SD

Legal Description of land (s) where water is to be used: Pt Section 2 Blk V Highlay SD and other land as advised in writing to the Consent Authority

Map Reference at point of abstraction: Within a 1 kilometre radius of NZTM 2000: E1394500 N4978000

Conditions

Specific

1. This consent shall be exercised together with Water Permit RM16.138.13 and any subsequent variations to this consent.
2. The taking of surface water shall occur from Coronation North Pit, as shown on Appendix 1 attached, and also from pit sumps.
3. The total maximum rate of take of water authorised by this consent and Water Permit RM16.138.13 shall not exceed 200 litres per second.

Performance Monitoring

4. (a) The consent holder shall install a water meter to record the water take, within an error accuracy range of +/- 5% over the meter's nominal flow range, and telemetry compatible datalogger with at least 24 months data storage to record the rate and volume of take, and the date and time this water was taken.

- (b) The datalogger shall record the date, time and flow in litres per second.
- (c) The water meter shall be installed in a straight length of pipe, before any diversion of water occurs. The straight length of pipe shall be part of the pump outlet plumbing, easily accessible, have no fittings and obstructions in it. There shall be a straight length of pipe on either side of the water meter: on the upstream side there shall be a distance that is 10 times the diameter of the pipe and on the downstream side there shall be a distance of 5 times the diameter of the pipe.
- (d) The consent holder shall ensure the full operation of the water meter and datalogger at all times during the exercise of this consent. All malfunctions of the water meter and/or datalogger during the exercise of this consent shall be reported to the Consent Authority within 5 working days of observation and appropriate repairs shall be performed as soon as reasonably practicable. Once the malfunction has been remedied, a Water Measuring Device Verification Form completed with photographic evidence must be submitted to the Consent Authority within 5 working days of the completion of repairs
- (e) The installation of the water meter shall be completed to full and accurate operation prior to the exercise of the consent. The consent holder shall forward a copy of the installation certificate to the Consent Authority within one month of installing the water meter and datalogger.
- (f)
 - i) If a mechanical insert water meter is installed it shall be verified for accuracy each and every year from the first exercise of this consent.
 - ii) (Any electromagnetic or ultrasonic flow meter shall be verified for accuracy every five years from the first exercise of this consent.
 - iii) (Each verification shall be undertaken by a Consent Authority approved operator and a Water Measuring Device Verification Form shall be completed and supplied to the Consent Authority with receipts of service. These shall be supplied within 5 working days of the verification, and at any time upon request.
- (g) The consent holder shall provide records from the datalogger to the Consent Authority by 31 July each year and at any other time on request. Data shall be available electronically giving date, time and flow rates in no more than 15 minute increments, via a datalogger approved by the Consent Authority.

- 5. Before the first exercise of this consent, the consent holder shall, in consultation with the Consent Authority develop a flow monitoring plan for the purpose of assessing the effect of mining activities on low flows within the Mare Burn Catchment. The plan as a minimum shall include:
 - (a) An appropriate compliance point below the Coal Creek confluence to continuously monitor low flows that gives an accurate representation of the natural low flows in the Upper Mare Burn;
 - (b) An appropriate compliance limit, located at the compliance point set in accordance to condition 5(a), that represents the 5 year 7 day mean annual low flow in the upper Mare Burn;

- (c) A procedure that ensures that in the event of non compliance with the compliance limit set in condition 5(b), a suitably qualified hydrologist is engaged to assess the effect of mining on low flows in the Mare Burn Catchment. In the event that the mining activities (including but not limited to taking of groundwater and or surface water for mining purposes) have resulted in the 5 year 7 day mean annual low flow to fall below the compliance limit set in condition 5(b) the report shall include methods to avoid and mitigate adverse effects on low flow in the Mare Burn Catchment;
 - (d) Any report prepared under condition 5(c) shall be submitted to the Consent Authority within three months of the event of any non-compliance; and
 - (e) The duration of monitoring set to provide evidence that there is no more than minor effect on natural low flows in the Upper Mare Burn as a result of mining activities.
6. The consent holder shall implement and comply with the flow monitoring plan agreed upon in condition 5.

General

7. There shall be no adverse effects on any lawful downstream water take as a result of the exercise of this consent.
8. The consent holder shall take all practicable steps to ensure that:
- (a) there is no leakage from pipes and structures;
 - (b) the use of water is confined to targeted areas;
 - (c) there is no run off of dust suppression water either on site or off site.
9. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
- i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and
 - iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Compliance with Conditions 9(m) to 9(q) of this consent.
- (b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 9(a).
- (c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.
- (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.

(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.

(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan required for by condition 6 of RM16.138.05, condition 6 of RM16.138.10, condition 8 of RM16.138.17 and condition 10 of RM16.138.18, or otherwise.

(g) The amount of the bond(s) shall include:

- i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.
- ii) The estimated costs of:
 - Monitoring in accordance with the monitoring conditions of the consent;
 - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
 - Monitoring any rehabilitation required by this consent.
- iii) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.

(h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.

(i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).

(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.

(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.

(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.

(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.

(n) The amount of the bond to be provided under Condition 9(m) shall include the amount (if any) considered by the Consent Authority necessary for:

- i) Completing rehabilitation in accordance with the conditions of this consent.
- ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.

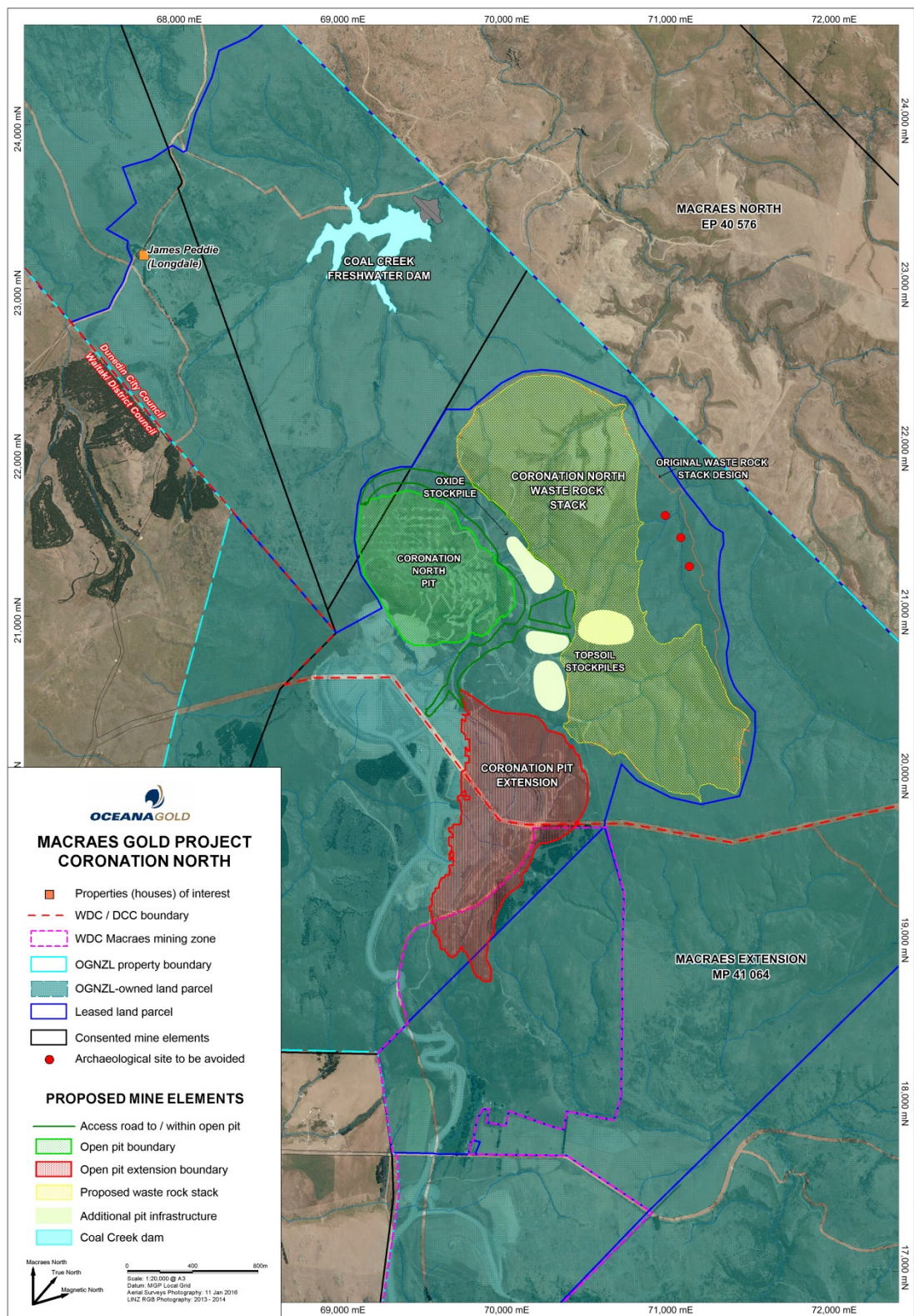
- iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
 - v) Contingencies.
- (o) Without limitation, the amount secured by the bond given under Condition 9(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
- (p) The bond(s) required by Condition 9(m) must be provided on the earlier of:
- i) 12 months before the expiry of this consent.
 - ii) Three months before the surrender of this consent.
- (q) Conditions 9(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 9(m).

Review

10. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
 - (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
 - (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.
11. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of receipt of any reports received under condition 5 for the purpose of ensuring that effects of dewatering have no more than minor effects on low flows in receiving water bodies.

Appendix I

RM16.138.11



Our Reference: A942113

Consent No. RM16.138.12

WATER PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To take surface water for the purpose of creating the Coronation North Pit Lake

For a term expiring 35 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal Description of land at point of abstraction: Pt Section 2 Blk V Highlay SD

Legal Description of land (s) where water is to be used: Pt Section 2 Blk V Highlay SD and other land as advised in writing to the Consent Authority

Map Reference at Within a 1.5 kilometre radius of NZTM 2000: E139500 point of abstraction: N4978000

Conditions

Specific

1. This consent shall be exercised in conjunction with Water Permit RM16.138.06, Discharge Permit RM16.138.14, Water Permit RM16.138.17 and any subsequent variations to these consents.
2. For the purposes of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
3. The taking of surface water will generally occur in the area marked Coronation North Pit as shown on Appendix I attached.

General

4. There shall be no adverse effects on any lawful downstream water take as a result of the exercise of this consent.

5. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
- i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
 - ii) The carrying out of the monitoring required by the conditions of this consent; and
 - iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Compliance with Conditions 5(m) to 5(q) of this consent.
- (b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 5(a).
- (c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.
- (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.
- (e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.
- (f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.
- (g) The amount of the bond(s) shall include:
- i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.
 - ii) The estimated costs of:
 - Monitoring in accordance with the monitoring conditions of the consent;
 - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
 - Monitoring any rehabilitation required by this consent.
 - iii) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
- (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
- (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).

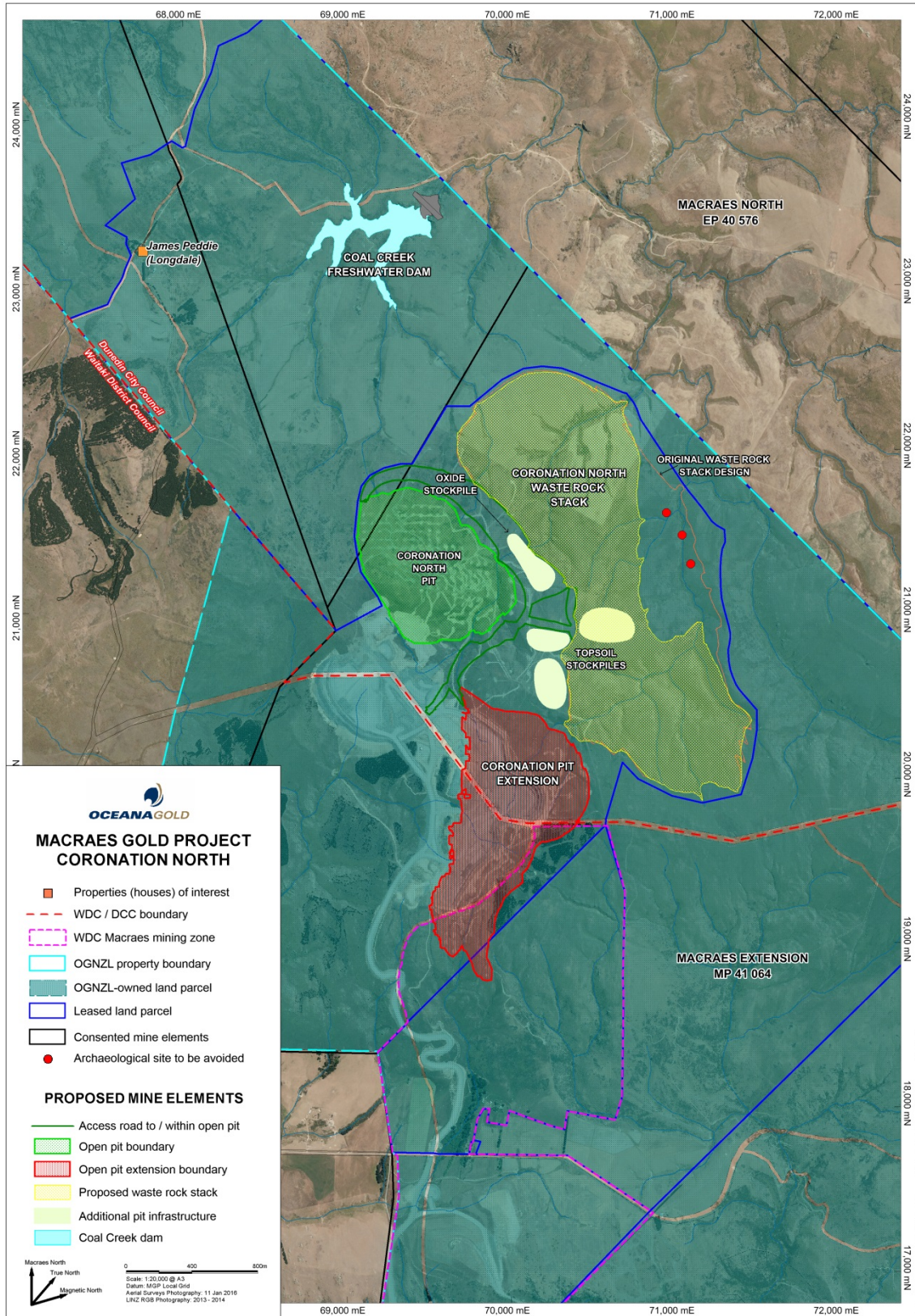
- (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
- (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
- (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
- (m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.
- (n) The amount of the bond to be provided under Condition 5(m) shall include the amount (if any) considered by the Consent Authority necessary for:
- i) Completing rehabilitation in accordance with the conditions of this consent.
 - ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.
 - iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.
 - iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.
 - v) Contingencies.
- (o) Without limitation, the amount secured by the bond given under Condition 5(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.
- (p) The bond(s) required by Condition 5(m) must be provided on the earlier of:
- i) 12 months before the expiry of this consent.
 - ii) Three months before the surrender of this consent.
- (q) Conditions 5(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 5(m).

Review

6. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
- (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
 - (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I

RM16.138.12



Our Reference: A942114

Consent No. RM16.138.13

WATER PERMIT

Pursuant to Section 104B of the Resource Management Act 1991, the Otago Regional Council grants consent to:

Name: Oceana Gold (New Zealand) Limited

Address: 22 MacLaggan Street, Dunedin

To take groundwater for the purpose of dewatering Coronation North Pit and use for the purpose of dust suppression

For a term expiring 10 years from the commencement of this consent

Location of consent activity: Coronation North Project, approximately 7.5 kilometres to the northwest of the intersection of Macraes Road and Red Bank Road, Macraes Flat.

Legal Description of land at point of abstraction: Pt Section 2 Blk V Highlay SD

Legal Description of land (s) where water is to be used: Pt Section 2 Blk V Highlay SD and other land as advised in writing to the Consent Authority

Map Reference at point of abstraction: Within a 1 kilometre radius of NZTM 2000: E1394500N4978000

Conditions

Specific

1. This consent shall be exercised together with Water Permit RM16.138.11 and any subsequent variations to this consent.
2. The groundwater take shall occur from the Coronation North Pit, as shown on Appendix I attached, and also from pit sumps and bores installed for dewatering purposes within the pit walls (i.e. horizontal drainage) and within 200 metres of the edge of the pit.
3. The total maximum rate of take of water authorised by this consent and Water Permit RM16.318.11 shall not exceed 200 litres per second.

Performance Monitoring

4. (a) The consent holder shall install a water meter to record the water take, within an error accuracy range of $\pm 5\%$ over the meter's nominal flow range, and telemetry compatible datalogger with at least 24 months data storage to record the rate and volume of take, and the date and time this water was taken.
(b) The datalogger shall record the date, time and flow in litres per second.
(c) The water meter shall be installed in a straight length of pipe, before any diversion of water occurs. The straight length of pipe shall be part of the pump outlet plumbing, easily accessible, have no fittings and obstructions in it. There shall be a straight length of pipe on either side of the water meter: on the upstream side there shall be a distance that is 10 times the diameter of the pipe and on the downstream side there shall be a distance of 5 times the diameter of the pipe.
(d) The consent holder shall ensure the full operation of the water meter and datalogger at all times during the exercise of this consent. All malfunctions of the water meter and/or datalogger during the exercise of this consent shall be reported to the Consent Authority within 5 working days of observation and appropriate repairs shall be performed as soon as reasonably practicable. Once the malfunction has been remedied, a Water Measuring Device Verification Form completed with photographic evidence must be submitted to the Consent Authority within 5 working days of the completion of repairs
(e) The installation of the water meter shall be completed to full and accurate operation prior to the exercise of the consent. The consent holder shall forward a copy of the installation certificate to the Consent Authority within one month of installing the water meter and datalogger.
(f) (i) If a mechanical insert water meter is installed it shall be verified for accuracy each and every year from the first exercise of this consent.
(ii) Any electromagnetic or ultrasonic flow meter shall be verified for accuracy every five years from the first exercise of this consent.
(iii) Each verification shall be undertaken by a Consent Authority approved operator and a Water Measuring Device Verification Form shall be completed and supplied to the Consent Authority with receipts of service. These shall be supplied within 5 working days of the verification, and at any time upon request.
(g) The consent holder shall provide records from the datalogger to the Consent Authority by 31 July each year and at any other time on request. Data shall be available electronically giving date, time and flow rates in no more than 15 minute increments, via a datalogger approved by the Consent Authority.
5. Before the first exercise of this consent, the consent holder shall, in consultation with the Consent Authority develop a flow monitoring plan for the purpose of assessing the effect of mining activities on low flows within the Mare Burn Catchment. The plan as a minimum shall include:
 - (a) An appropriate compliance point to continuously monitor low flows that gives an accurate representation of the natural low flows in the Upper Mare Burn;
 - (b) An appropriate compliance limit, located at the compliance point set in accordance to condition 5(a), that represents the 5 year 7 day mean annual low flow in the upper Mare Burn;

(c) A procedure that ensures that in the event of non compliance with the compliance limit set in condition 5(b), a suitably qualified hydrologist is engaged to assess the effect of mining on low flows in the Mare Burn Catchment. In the event that the mining activities (including but not limited to taking of groundwater and or surface water for mining purposes) have resulted in the 5 year 7 day mean annual low flow to fall below the compliance limit set in condition 5(b) the report shall include methods to avoid and mitigate adverse effects on low flow in the Mare Burn Catchment;

(d) Any report prepared under condition 5(c) shall be submitted to the Consent Authority within three months of the event of any non-compliance; and

(e) The duration of monitoring set to provide evidence that there is no more than minor effect on natural low flows in the Upper Mare Burn as a result of mining activities.

6. The consent holder shall implement and comply with the flow monitoring plan agreed upon in condition 5.

General

7. There shall be no adverse effects on any lawful groundwater or downstream water take as a result of the exercise of this consent.

8. The consent holder shall take all practicable steps to ensure that:

(a) there is no leakage from pipes and structures;

(b) the use of water is confined to targeted areas;

(c) there is no run off of dust suppression water either on site or off site.

9. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:

i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and

ii) The carrying out of the monitoring required by the conditions of this consent; and

iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.

iv) Compliance with Conditions 9(m) to 9 (q) of this consent.

(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 9(a).

(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.

(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.

(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.

(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan required for by condition 6 of RM16.138.05, condition 6 of RM16.138.10, condition 8 of RM16.138.17 and condition 10 of RM16.138.18.

(g) The amount of the bond(s) shall include:

i) The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan.

ii) The estimated costs of:

- Monitoring in accordance with the monitoring conditions of the consent;
- Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent;
- Monitoring any rehabilitation required by this consent.

ii) Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.

(h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.

(i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).

(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.

(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.

(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.

(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.

(n) The amount of the bond to be provided under Condition 9(m) shall include the amount (if any) considered by the Consent Authority necessary for:

i) Completing rehabilitation in accordance with the conditions of this consent.

ii) Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent.

iii) Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent.

iv) Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.

v) Contingencies.

(o) Without limitation, the amount secured by the bond given under Condition 9(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.

- (p) The bond(s) required by Condition 9 (m) must be provided on the earlier of:
 - i) 12 months before the expiry of this consent.
 - ii) Three months before the surrender of this consent.
- (q) Conditions 9(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 9(m).

Review

10. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:
 - (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or
 - (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or
 - (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.
11. The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of receipt of any reports received under condition 5(c) for the purpose of ensuring that effects of dewatering have no more than minor effects on low flows in receiving water bodies.

Appendix I

RM16.138.13

