

Our Reference: A942118

Consent No. RM16.138.17

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 dam water in Coronation North Pit for the purpose of creating the Coronation North Pit Lake

For a term expiring 1 October 2051

Location of consent activity: Macraes Gold Project, approximately 6.5 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: E1392830
N4979584

Conditions

Specific

1. This consent shall be exercised in conjunction with Discharge Permit RM16.138.06, Water Permit RM16.138.10, Water Permit RM16.138.12 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 damming will occur in the area marked Coronation North Pit on Appendix I attached.
4. Prior to the commencement of this consent, fences shall be erected surrounding the open pit lake to prevent stock access.
5. The lake shall at all times have sufficient freeboard to fully contain waves induced by landslides and earthquakes.

Performance Monitoring

6. 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.
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 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 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 Discharge Permit Discharge Permits RM16.138.05 and 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 a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover the forthcoming year. 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

i) 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, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.

9.
 - (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 Site 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.
10. 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.

The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 8 of this consent.

11. 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

12. The Consent Authority may, within 6 months of receipt of the Coronaiton North Project Cultural Impct 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.
13. (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 13(m) to 13(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 13(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, as required by condition 15 of RM16.138.02, 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, as required by condition 15 of RM16.138.02.
 - 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 13(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 13(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 13(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 13(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 13(m).

Review

14. 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 RM16.138.17

