Our Reference: A942120 Consent No. RM16.138.19

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 from mining operations and post mining rehabilitation to air for the purpose of undertaking mining operations

For a term expiring 31 August 2032

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, Pt Section 2 Blk VII Highlay SD

Map Reference: Within a 1 kilometre radius of NZTM 2000: E1394427 N4977946

Conditions

Specific

1. This consent shall be exercised in conjunction with Discharge Permit 96785, Discharge Permit 2006.689, Discharge Permit RM10.351.52, Discharge Permit RM12.373.15 and any subsequent variations to these permits.
2. This consent authorises the discharge of contaminants to air from the Coronation North Waste Rock Stack, Coronation Pit extension, Coronation North Pit and associated haul roads, as shown on Appendix I attached.
3. There shall be no visible dust beyond the boundary of the Macraes Gold Project site that, in the opinion of an enforcement officer, is offensive or objectionable to such an extent that it has an adverse effect on the environment, including the human environment.

Performance Monitoring

4. Insoluble dust deposition rates at sites DG07, DG20, DG21, DG22 and DG25, as shown on Appendices' II-IV attached, must not exceed 3 grams per square metre per 30 days (g/m2/30 days) of insoluble dust above background more than twice in any calendar year. Compliance with this condition shall be demonstrated by the monitoring required in Condition 9 of this consent.
5. Insoluble dust deposition rates at sites DG02 and DG15, as shown on Appendices' II-IV attached, must not exceed 3 grams per square metre per 30 days (g/m2/30 days) of insoluble dust above background. Compliance with this condition will be demonstrated by the monitoring required in Condition 9 of this consent.
6. Background concentrations will be calculated by averaging the insoluble dust deposition rates at sites DG09, DG10 and DG24 as shown on Appendices' II-IV attached.
7. Twenty-four hour average total suspended particulate at site DG15, as shown on Appendix II attached, must not exceed 120µg/m3. Compliance with this

condition will be demonstrated by the monitoring required in Condition 10 of this consent.

8. In the event of any exceedance of those limits specified in Conditions 4, 5 and 7 of this consent, the Consent Holder must undertake an immediate review of the cause of the exceedance. A report detailing the findings of this review shall be provided to the Consent Authority within 1 month of the non-compliant result(s) being received. If it is shown that activities within the Macraes Gold Project site were the cause of the exceedance, then dust mitigation measures within the Macraes Gold Project shall be reviewed by an independent consultant engaged in consultation with the Consent Authority. The independent consultant shall provide a report summarising the cause of the exceedance and recommending measures to improve dust mitigation at the Macraes Gold Project site so that the exceedance does not occur again. This report shall be provided to the Consent Authority within 2 months of the non-compliant result(s) being received.

9. The consent holder shall monitor dust deposition rates at monthly intervals in accordance with draft ISO Standard ISO/DIS 4222.2 ("Air Quality Measurement of Atmospheric Dustfall – Horizontal Deposit Gauge Method" 1980), or another method approved in writing by the Consent Authority. The monitoring shall be undertaken at the sites shown on Appendices' II-IV attached

10. (a) The consent holder shall monitor real time total suspended particulate concentrations at site DG15 as shown on Appendix I attached. The monitoring shall be undertaken using a nephelometer, or other instrument as agreed in writing by the Consent Authority. The instrument shall be sited in accordance with AS/NZS 3580.1.1:2007 (Methods for Sampling and Analysis of Ambient Air – Guide to Siting Air Monitoring Equipment).
(b) The consent holder shall monitor total suspended particulate at monitoring site DG15 as shown on Appendix II in accordance with Australian Standard AS/NZS3580.9.3:2003 (Determination of suspended particulate matter - Total Suspended Particulates [TSP] - High Volume Sampler Gravimetric Method), or another method approved by the Consent Authority. Twenty-four hour measurements must be taken every six days March to October inclusive, and every three days November to February inclusive, for a minimum period of twelve months or for however long is required to ensure that adequate data is collected to achieve the objectives of Condition 10(d).
(c) Parameters to be recorded shall include, but not be limited to:
i) Hourly average TSP concentrations as measured by the instrument installed in accordance with Condition 10(a) of this consent;
ii) 24-hour average TSP concentrations as measured by the instruments installed in accordance with Conditions 10(a) and 10(b).
(d) The instruments installed in accordance with Conditions 10(a) and 10(b) shall be operated concurrently for a period of no less then twelve months to ensure that twelve months of coincident data is collected. A correlation between the data shall be established by an independent consultant engaged in consultation with the Consent Authority. A report detailing this investigation shall be provided to the Consent Authority within two months of the data being collected.

11. (a) Meteorological conditions shall be continuously monitored and recorded at site DG03 as shown on Appendix II attached. As a minimum, the meteorological data collected shall include wind speed, wind direction, temperature and rainfall. Sufficient information shall also be measured to allow an estimate of atmospheric stability. These estimates shall be obtained from measurements of solar radiation and temperature at two heights above ground level, or other parameters as approved by the Consent Authority.
(b) Meteorological conditions shall be continuously monitored and recorded at site DG15 as shown on Appendix II attached. As a minimum, the meteorological

data collected shall include wind speed, wind direction, temperature and rainfall.

12. The consent holder shall keep a daily record of water used for dust suppression. These records shall be made available to the Consent Authority on request.

13. Results of all monitoring undertaken in accordance with this consent shall be reported to the Consent Authority on a quarterly basis. The format of the report shall be agreed upon in consultation with the Consent Authority.

14. Prior to the exercise of this consent, the consent holder shall submit a Dust Management Plan to the Consent Authority. The Dust Management Plan shall include, but not be limited to, the following:
    (a) A description of potential dust sources and the factors influencing dust generation;
    (b) Dust mitigation measures and procedures including, but not limited to:
    i) Minimising the areas of disturbed ground;
    ii) Watering, with water trucks and fixed sprinklers;
    iii) Avoiding as far as possible, ground disturbance when wind may cause dust nuisance;
    iv) Taking wind conditions into account in planning and carrying out work to minimise dust dispersion;
    v) Ensuring materials being moved are kept in a coarse state;
    vi) Covering materials; and
    vii) Replanting disturbed ground as soon as possible, including temporary planting if necessary.
    (c) A description of dust monitoring equipment and procedures, including methods of analysis and details of the method used for the calculation of background dust concentration should values from one or all of the background sites be unavailable;
    (d) Procedures for managing and addressing air quality or odour related complaints; and
    (e) Key responsibilities, consultation and reporting, including details of the annual review and independent consultant used as required by Condition 18 of this consent.

15. The consent holder shall review the Dust Management Plan annually taking into account the following:
    (a) The outcomes of reviews completed in accordance with Conditions 8 and 16 of this consent; and
    (b) Whether management practices are resulting in compliance with the conditions of this consent.
    Confirmation of the review and any revisions will be included in the Project Overview and Annual Work and Rehabilitation Plan for the Macraes Gold Project site. The consent holder shall provide the Consent Authority with any updates of the Dust Management Plan within one month of any update occurring.

16. An independent consultant, engaged by the Consent Holder in consultation with the Consent Authority, shall undertake an annual review and assessment of all dust monitoring data. The reviewer’s report shall include:
    (a) The name, qualifications, and experience of the reviewer;
    (b) The methods used and the investigations undertaken for the review;
    (c) Interpretation of the monitoring data reviewed;
    (d) An assessment of the quality of the monitoring data;
    (e) An assessment of the monitoring regime;
    (f) A description and evaluation of each of the dust mitigation measures used by the consent holder;
    (g) Recommendations on whether:
    i) The monitoring of dust is adequate or should be changed, and if changed the

changes that are recommended;
ii) The dust mitigation measures used by the consent holder are adequate, or should be changed, and the changes that are recommended; and
iii) Any changes should be made to the conditions of this consent; and
(h) Any other matters that the reviewer considers should be drawn to the attention of the consent holder or the Consent Authority.

17. The annual report required by Condition 16 shall be provided to the Consent Authority by 30 April each year.

18. 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.

19. 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.

General

20. 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.

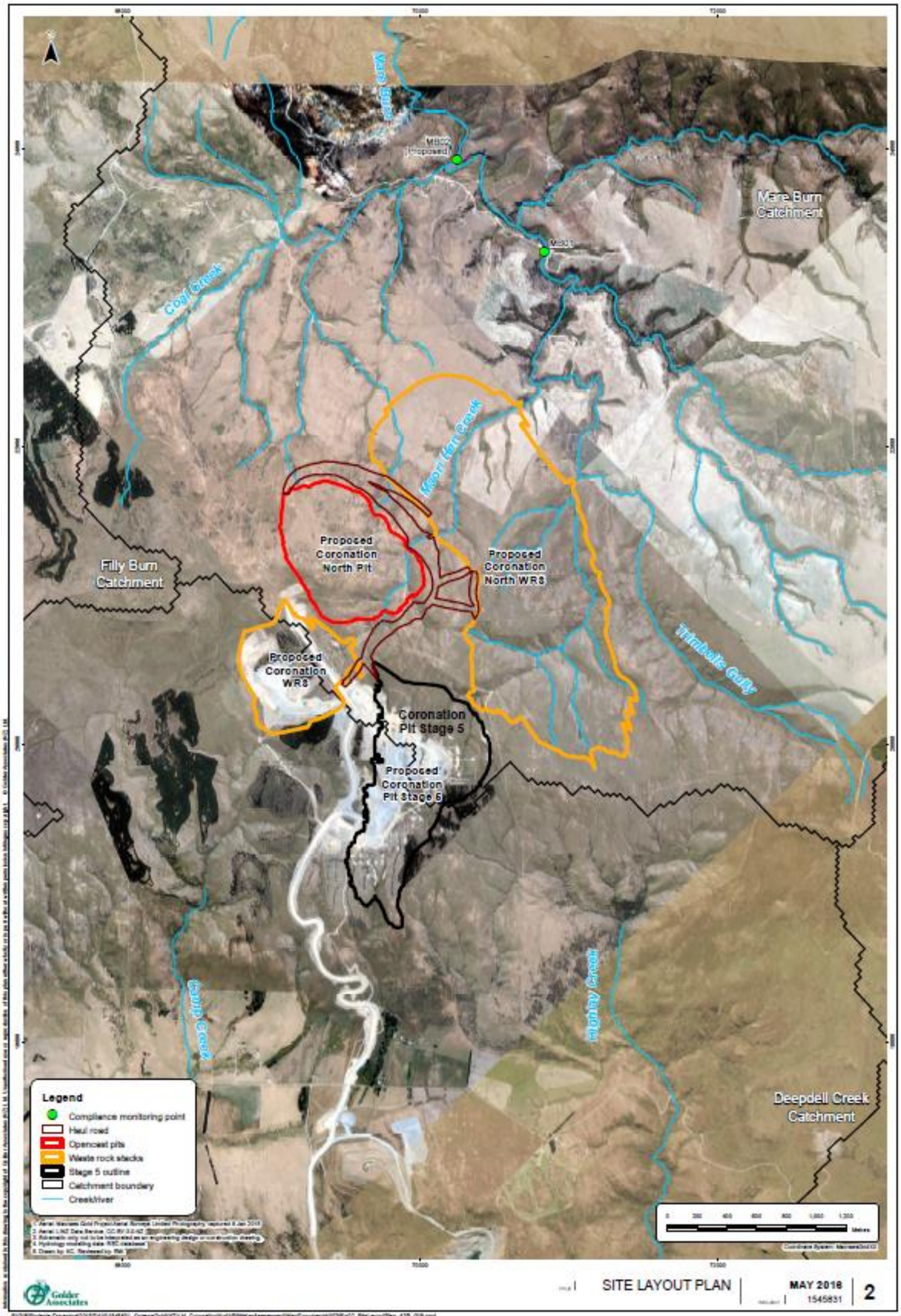
21. (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:
i) The performance and completion of rehabilitation in accordance with the conditions of this consent; and
ii) The carrying out of the monitoring required by the conditions of this consent; and
iii) The remediation of any adverse effect on the environment that may arise from the exercise of this consent.
iv) Compliance with Conditions 21(m) to 21(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 21(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 15 of RM16.138.02, condition 6 of RM16.138.05, condition 8 of RM16.138.06, condition 10 of RM16.138.10, condition 8 of RM16.138.17 and 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 21(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 21 (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 21(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 21(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 21(m).

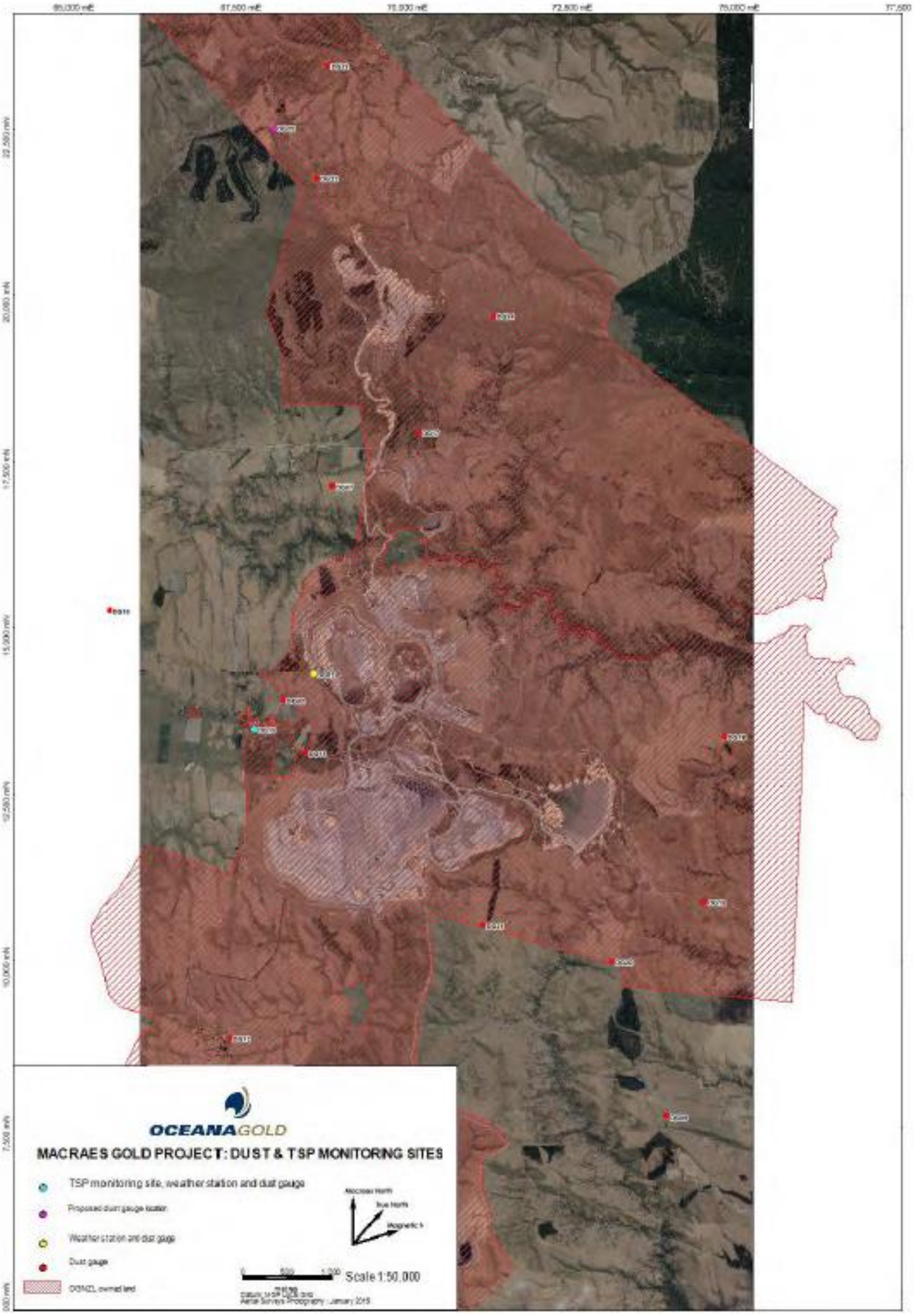
Review

22. 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.

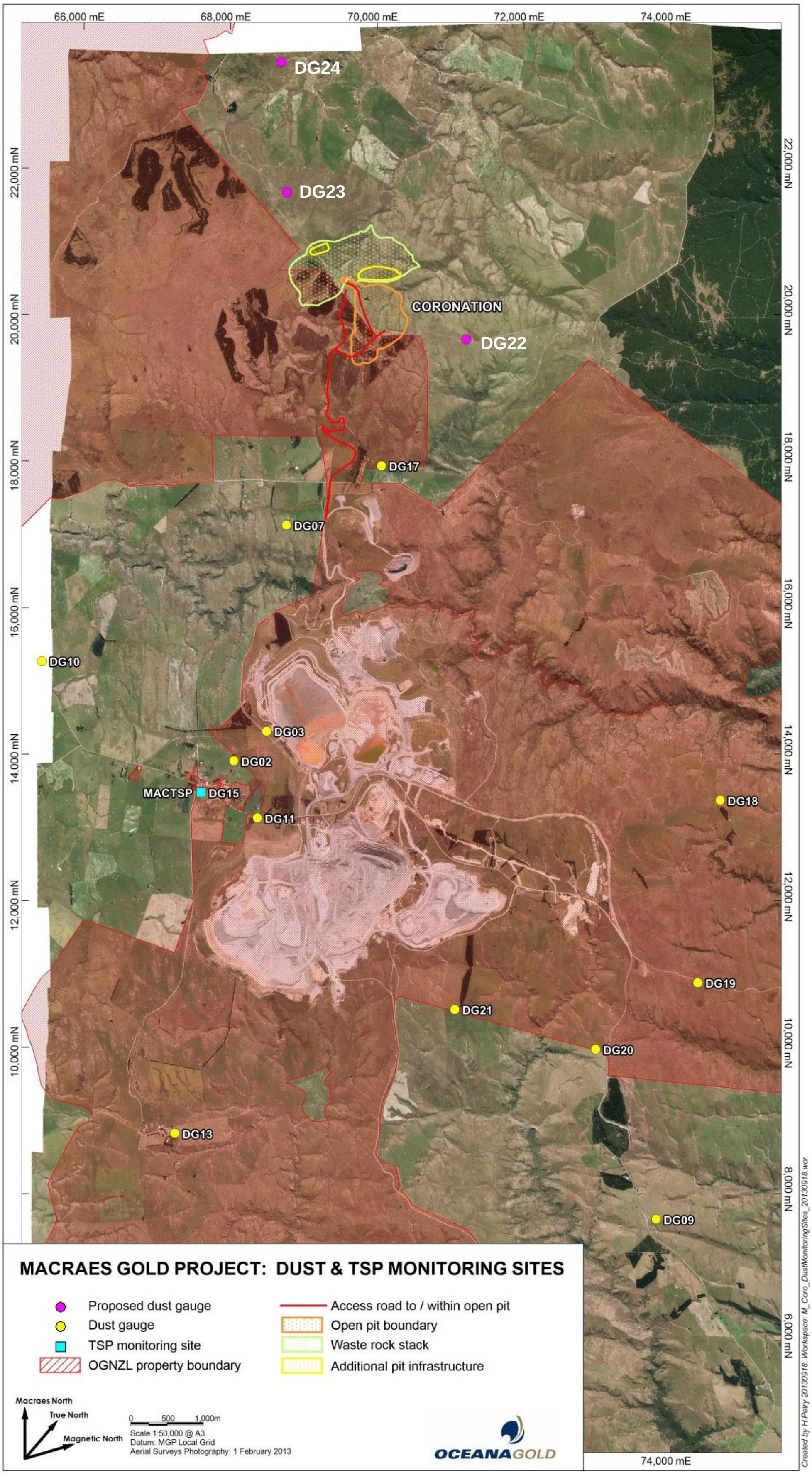
Appendix I
RM16.138.19



Appendix II
RM16.138.19



Appendix III
RM16.138.19



Appendix IV
RM16.138.19