

**Before Southland Regional Council
and Gore District Council**

In the matter of the Resource Management Act 1991

And

In the matter of the hearing of submissions on applications for resource consent
by Waikaka Gold Mines Limited to establish and operate a
mineral extraction activity (APP-20242608 and LU 24035)

Reply Submissions for Waikaka Gold Mines Ltd

Dated: 19 December 2025

Introduction

1. These submissions are by way of reply, following the hearing of the application by Waikaka Gold Mines Ltd (the **applicant**) on 3 and 4 December 2025, and cover:
 - (a) A summary of the case for the applicant, and how this has been strengthened through the hearing and post hearing processes.
 - (b) Comment on the need for offset or compensation for residual effects;
 - (c) A brief response to the legal submissions on behalf of the Director-General of Conservation (**DoC**);
 - (d) The relevance of the Southland Murihiku Conservation Management Strategy, and consistency of the proposal with it;
 - (e) Comment on the relevance of the National Direction package issued on 18 December 2025;
 - (f) A summary of all documents filed on behalf of the applicant since the hearing, including those filed with these submissions.

The case for the applicant

2. The applicant's case is that the proposed gold mine has been carefully designed to avoid and minimise effects on the environment, including responding to feedback from stakeholders by redesigning the scheme to avoid a permanent diversion of the Waikaka Stream.

3. The significant positive social and economic effects of the proposal are undisputed, and the submissions received are overwhelmingly in support. There is substantial agreement that potential adverse effects can and will be appropriately managed through conditions of consent put forward by the applicant.
4. The outstanding issue relates to effects on aquatic ecology. The applicant accepts there will be temporary adverse effects associated with the stream diversions, but says that these are minimised, through specific mitigation measures, and ultimately remedied through the rehabilitation of the Waikaka Stream and Shepherd's Creek environment. It says that the rehabilitation is entirely feasible and will be successful.
5. Since the hearing, additional conditions have been put forward to provide added comfort that effects will be minimised and ultimately remedied. These include:
 - (a) The preparation of a draft Table of Contents and indicative content of the Stream Diversion and Rehabilitation Management Plan, prepared with input from all ecological witnesses involved in the hearing. Condition 25 requires the final plan to be based on the draft documents, updated to accord with the final conditions of consent;
 - (b) Improvements to the stated objective of the Stream Diversion and Rehabilitation Management Plan including a requirement "*to ensure the effective rehabilitation of aquatic ecological values*", plus a range of additional matters to be covered in the Plan;
 - (c) A new requirement for a Fish Management Plan, and related conditions (Conditions 26-29). The proposed contents page of a Fish Management Plan is filed as **Attachment B** to these submissions;
 - (d) Substantial additional requirements for the diversion channels, including a doubling of the required number of habitat features (now 4 per 100m) and greater specificity as to how sediment will be managed and new requirements for monitoring, including triggers for remedial measures if monitoring parameters are exceeded by more than 20% (Conditions 30-39);

- (e) Further strengthening of the requirement to undertake monitoring of the rehabilitation programme and to implement a Remedial Action Plan if the 'no net loss' objective is not on track to being met (see Conditions 40-46). In addition, there are amendments to the bond condition, noting that this provides an extra layer of certainty that the rehabilitation measures will be fully implemented (see Conditions 50-57). The relevance of the bond is discussed further below;
 - (f) New conditions in relation to ponds and ditches, including a requirement for a replacement pond or ponds, at least one of which must have a connection with Waikaka Stream (see Conditions 47-49).
6. In my submission, there is a very solid basis on which the Commissioners can be satisfied that the proposal will avoid material harm and that the proposal is sufficiently consistent with the relevant objectives and policies to warrant the grant of consent.

Applicant's response to concerns around residual effects

7. It was clear at the hearing that DoC, and to some extent ES, do not share the applicant's confidence that ecological effects will be appropriately addressed. I understand their concerns to be twofold:
- (a) First, that "temporary effects" require offset or compensation in real time, and that remedying them is not sufficient. In my submission, this argument is not tenable. The difference between temporary and residual effects was canvassed in my opening submissions, specifically that remedying of temporary effects is a clear option on the face of the RMA and the relevant policies and confirmed in *Trans-Tasman* and later decisions under the RMA;¹
 - (b) Second, that the rehabilitation "might not" be entirely successful, such that there "might" be residual effects, for which no offset or compensation has been put forward. As above, the applicant does not consider that, when viewed holistically with the proposed conditions, DoC and ES's concerns in this regard are well-founded.

¹ Outline of Submissions for Waikaka Gold Mines Ltd, paras 26-33.

8. Notwithstanding the applicant's position on these matters, it has been clear that it is open to providing some form of environmental compensation.
9. First, I point out that there is already a mechanism for compensation to be calculated through the bond conditions. Condition 56 requires that "*the bond shall be released once compliance with condition 43 is achieved*" (condition 43 requiring the 'at least no net loss' objective to be met). The corollary is that, if the objective is not achieved, and there are residual adverse ecological effects, the bond will not be fully released, and ES will retain an amount equivalent to that needed to complete rehabilitation.
10. In my submission, this is a significant aspect of the proposal which should be accounted for in the Commissioners' decision. First, it provides a clear financial motivation for the consent holder to ensure rehabilitation is fully effective. Secondly, if the concerns of DoC and ES were to eventuate, there is a built-in mechanism for calculating a 'compensation' amount which would lie with ES reflective of the cost of addressing any residual effects.
11. To clarify this, it is suggested that condition 54 be amended as follows:

The Consent Holder must provide a report to Environment Southland which addresses whether the bond quantum should be revised on the following occasions:

 - a. Prior to undertaking any additional stream diversion; and
 - b. On successful rehabilitation of any reach of the Waikaka Stream or Shepherd's Creek pursuant to condition 43;
 - c. Within 12 months prior to the expiry of the consent in the event that compliance with condition 43 has not been achieved.
12. This provides a clear mechanism for determining a quantum to reflect the 'shortfall' should full rehabilitation not be achieved.
13. The second matter is that Mr Batt has indicated the applicant's willingness to provide a form of compensation and this is now formally tabled, should the Commissioners consider it to be an appropriate inclusion in the conditions of consent.
14. The proposed condition is:

Prior to undertaking any diversion, the consent holder shall provide confirmation to Environment Southland of:

- a. a payment of \$50,000 having been made for the purposes of funding works that contribute to aquatic and associated terrestrial ecological values in the Waikaka Stream catchment;
- b. a description of the works to be undertaken, the organisation responsible for undertaking them, and the timing of the works; and
- c. confirmation that the works to be funded, and the organisation responsible for administering the fund, have been the subject of consultation with Hokonui Rūnanga, the Director General of Conservation, the Gore District Council and Environment Southland. The final decision on the works to be funded and the organisation responsible for administering the fund, lies with the consent holder.

Advice Note: This condition has been offered and agreed to by the applicant for consent on an Augier basis. It is intended to provide a positive effect on stream values in the broader catchment. The condition will not be triggered if the consent holder, for any reason, decides not to proceed with the diversion of the Waikaka Stream or Shepherd's Creek.

15. The offer to establish this fund is made by the applicant in good faith, in recognition of DoC and ES's concerns around the temporary effects associated with the diversions, rather than being an acknowledgement that such effects warrant offset or compensation. Because there are no such measurable effects, it is not possible to make a calculation of what would be an appropriate figure. The \$50,000 fund is the applicant's 'generous best guess'.
16. To reiterate, the applicant does not consider this condition, or any compensation or offsetting condition, is warranted to respond to temporary or residual effects on the environment that are realistically expected to arise. While the condition would not meet the requirements of s 108AA(1)(b) RMA, it is nevertheless submitted on an *Augier* basis, and the Commissioners may therefore impose it if they consider it appropriate to do so under s 108AA(1)(a) RMA.

Response to submissions for the Director-General of Conservation

17. Mr Pemberton gave submissions on behalf of DoC on 4 December and filed a document titled "Legal Submissions (Responses to questions raised)" on 5 December 2025.
18. Mr Pemberston's submissions of 4 December largely set out a summary of the statutory assessment process, which is commonly understood and uncontroversial, and asserted, with minimal analysis, that the mining proposal did not meet the

statutory tests. I have not responded to every aspect of the submissions with which the applicant disagrees, but only on points which warrant particular mention.

19. At paragraph 50, Mr Pemberston notes the general agreement that there is a 'functional need' for the proposal to operate in the environment. However, without reference to the relevant caselaw, Mr Pemberton states he "*question[s] whether the activity of gold mining "can only" occur in a river environment*".
20. I refer to my opening submissions from paras 56-64 in relation to the legal test for whether the 'functional need' test is met. In short, the test is not whether the activity in a hypothetical sense could occur in a different location, but whether the project itself can only occur in the relevant 'environment' – that term being a broader term than 'location'.² As in *CJ Industries*, where quarrying was accepted as having both an operational and functional need to occur where the aggregate was located, the mine in this case has an operational and functional need to occur where the gold resource is, which includes the area within and alongside the Waikaka Stream and Shepherd's Creek.
21. At para 57, Mr Pemberston states, with reference to p15 of the Ecology Joint Witness Statement, "*The ecologists have all agreed that for the first 5 years residual adverse effects will be more than minor as there will be a loss of habitat. The ongoing residual effects will depend on the quality of the rehabilitation*" (emphasis added). That is not correct. The actual statement is "*For the first 5 years there will be a temporary loss of habitat. The ongoing residual effects will depend on the quality of the rehabilitation*" (emphasis added). That the (agreed) temporary loss of habitat will have a more than minor adverse residual effect is an argument for DoC and not a joint expert opinion on the part the ecologists. Mr Pemberton's statement illustrates DoC's fundamental confusion between "temporary" effects and "residual" effects which has been evident through the hearing.
22. At para 60, Mr Pemberton correctly records that the applicant does not rely on offsetting or compensation to address residual effects. This is because the applicant's position is that, following the avoidance, mitigation and remediation steps proposed by the applicant and to be secured by conditions, there will be no residual effects.

² *Poutama Kaitiaki Charitable Trust v Taranaki Regional Council* [2022] NZHC 629 at [47] and [58].

23. As outlined above however, while this remains the applicant's position, it has identified that:
- (a) The bond conditions expressly provide that the quantum will be set at a level sufficient to ensure compliance with condition 43 and the bond is not released unless and until that objective is met;
 - (b) It proposes establishing a fund for ecological improvement to be required by an *Augier* condition. While not strictly an offset or compensation condition, in substance it achieves a similar (and probably better) outcome.
24. The applicant's position remains that this is strictly unnecessary to achieve the effects management hierarchy but is offered on an *Augier* basis and can be considered by the Commissioners in accordance with s 104(1)(a) and/or 104(1)(ab) RMA.
25. At para 71 - 72, Mr Pemberton addresses the application of Part 2 to the proposal. I agree it is unnecessary to resort to Part 2. For the record, the applicant disagrees with Mr Pemberton's (unnecessary) assessment against Part 2, including noting that there has been no assertion or evidence that any of the affected environment constitutes "significant indigenous vegetation" or "significant habitats of indigenous fauna". Ms Collie noted³ that provisions in the Regional Policy Statement (Objective BIO.1 and Policy BIO.1) provide guidance on the identification of areas of significant indigenous vegetation and significant habitats of indigenous fauna, and that there is no ecological evidence that the site is significant under the policy, nor does it seem likely that it would be given the criteria in the referenced appendix. .
26. Turning to Mr Pemberton's 'Responses to questions raised', he first takes issue with a statement in my opening submissions that "*There is no evidence that the proposed rehabilitation is impossible*" and says it is not the submitters' task to prove this. With respect, that cherry picks one point out of at least 6 factors relied on to support the argument that the rehabilitation is feasible, set out at paras 22-23 of my submissions. Those factors included evidence of the Waikaka Stream and Shepherd's Creek having been mined and naturally rehabilitating, Mr Dungey's

³ Anita Collie, Speaking Notes, filed with these submissions.

confidence in the desired outcomes and reference to an array of conditions to ensure them.

27. The conditions have now been strengthened, an outline of the Stream Diversion and Rehabilitation Management Plan has been provided, and the Commissioners have the benefit of having heard from all the ecologists and are able to assess the relative strength of their expert opinions. In my submission, the burden of proof has been readily met by the applicant in this case, and it is misrepresenting things to say that the applicant is reliant on DoC or other submitters needing to disprove the rehabilitation outcome.
28. In the event the Commissioners wish to consider the law on the burden of proof, I refer to the Environment Court's recent decision in *I&P Farming v Hawke's Bay Regional Council*:⁴

The issues of onus and burden of proof under the RMA were summarised by the Court in *Shirley Primary School v Telecom Mobile Communications Ltd*. We respectfully agree that they are:

" ... (1) In all applications for a resource consent there is necessarily a legal persuasive burden of proof on the applicant. The weight of the burden depends on what aspects of Part II of the Act apply.

- (2) There is a swinging evidential burden on each issue that needs to be determined by the Court as a matter of evaluation.
- (3) There is no one standard of proof, if that phrase is of any use under the Act. The Court must simply evaluate all the matters to be taken into account under s 104 on the evidence before it in a rational way, based on the evidence and its experience; and giving its reasons for exercising its judgment the way it does.
- (4) The ultimate issue under section 105(1) is a question of evaluation to which the concept of a standard of proof does not apply."

Generally, facts, including facts as to the actual effects on the environment, must be proved to the balance of probabilities. However, in the RMA context the balance of probabilities is not an appropriate standard to which future effects must be proved. Rather, in assessing future effects the Court is not required to satisfy itself that an effect is more likely than not, simply that it is likely, which it is entitled to do even if the effect has a low probability. We accept this approach.

29. Applying this approach, DoC has not provided evidence to support a finding that more than minor residual effects are "likely" to occur.

⁴ [2025] NZEnvC 328 at [58] – [59] (internal citations omitted). This decision has been added to the folder of judgments previously provided for the Commissioners' reference.

30. A particular difference of opinion between Mr Pemberton and myself relates to the relevance of *Te Rūnanga o Ngāti Whatua v Auckland Council* (**HC Landfill Decision**). Mr Pemberton asserts the case is dissimilar because it involved a regional landfill, where the Auckland Unitary Plan included some support for infrastructure, whereas the pSWLP does not provide such specific support. I respond to that in two ways.
31. First, it should be recalled that the Auckland Unitary Plan is just that – a unitary plan which covers the Regional Policy Statement, Regional Plan and District Plan. In that context, the AUP covers a much wider range of topics than does the pSWLP. The correct comparison of the AUP would be to the Southland RPS, the pSWLP and the Gore District Plan combined. There is recognition of the role of mining in Southland and Gore in those documents.
32. Secondly, and more importantly, the aspects of the HC Landfill decision relied on by the applicant were not dependent on a balancing of competing objectives and policies, with the Rivers policy on one side and Infrastructure policies on the other. The Court’s analysis of “material harm”, which is the aspect of the decision I relied on, preceded any consideration of an “exceptions pathway” which would have required assessment of those competing provisions.
33. The Court’s finding that the proposal could avoid “material harm” and therefore achieve the “avoid” requirement in the Rivers policy (and others) was entirely independent of any finding of the importance of the project. Mr Pemberton appears to be suggesting that the Environment Court had found, and the High Court had endorsed, that the project would not cause material harm because the subject matter was a landfill and there was a public good associated with providing it. In fact, the High Court held that, had that been the Environment Court’s approach, it would have been an error of law. At [278] the High Court held (emphasis added):

The references here to no material harm and enhancement are important because the Court was clearly concerned to ensure that whatever the need or justification for the Landfill proposal, it must not result in material harm to the freshwater environment or mauri arising from either discharges or reclamation. This gives proper vent to the “avoid” policies.

34. The High Court then made some observations about how the proposal would have needed to be assessed had the material harm threshold *not* been reached. It is this part of the judgment that Mr Pemberton refers to, but it is not the part relied upon by the applicant. This part of the judgment noted that had the Environment Court needed to rely on the “structured balancing approach” (which it did not) then certain matters would have needed to be considered including the fact that *“landfills are provided for alongside specified infrastructure, urban development and quarrying activities and therefore they are not presumptively contrary to the objectives and policies of the NPS-FM”*.⁵ The Court then noted:

...had the [Environment] Court not adopted a no material harm threshold in respect of key NPS-FM proscribed effects, or otherwise found the proposal could not meet that threshold, I would have required the Court to reconsider its decision in light of my observations above.

35. In other words, the correct position is the exact opposite of what Mr Pemberton asserts. The High Court found the Environment Court did not, and did not need to, take into account the public good of the landfill when deciding there was no material harm – and indicates it may have been a legal error had it done so without following a specific process.
36. Mr Pemberton also notes at para 7 that the NPSFM provides a specific exception for landfills in relation to wetland loss but asserts at para 8 that, “by contrast”, gold mining within a riverbed has no specific exceptions pathway under the NPSFM. This is incorrect or at least misleading because:
- (a) Gold mining (i.e. mineral extraction) also has a specific exception in relation to wetland loss – see NPSFM, cl 3.22(1)(e) (immediately ahead of cl 3.22(1)(f) which is the landfill equivalent referred to by Mr Pemberton);
 - (b) Landfilling also has no specific exception which allows it to occur in a riverbed;
 - (c) Both gold mining and landfilling have the same “exceptions pathway” to the Rivers policy, in the sense of being able to demonstrate functional need and

⁵ See HC Landfill Decision, [283(c)] and note that the same “express recognition” is applied to mineral extraction as discussed at paragraph 36(a).

application of the effects management hierarchy. There is no difference in the application of the Rivers policy to these activities, which is why I consider the Court’s analysis of that policy to be relevant and helpful.

37. My submission remains that the analysis in the HC Landfill decision is both relevant and instructive as to how the Commissioners are required, as a matter of law, to assess the current application.
38. Mr Pemberton also seeks to distinguish the *Trans-Tasman* decision on the basis that it concerned a different statutory context. Mr Pemberton’s assertion that *Trans-Tasman* is not directly applicable to the present case contradicts the Supreme Court decision in *Port Otago* which directly applied it in a Resource Management Act context,⁶ and the HC Landfill decision which in turn applied it when considering the application of the NPS-FM.
39. I relied on *Trans-Tasman* for its useful discussion of what constitutes a temporary effect, that case having been specifically referred to and applied in the Supreme Court’s *Port Otago* decision and the HC Landfill decision. Mr Pemberton provides no legal or policy reason why a different approach to temporary effects ought to be taken when considering the identical definition of “effect” in both statutes.⁷
40. Mr Pemberton also has not explained what alternative definition of “temporary effect” he thinks the Commissioners should apply. If it is to support DoC’s apparent argument that any temporary effect, no matter the scale or duration, is a “residual effect” that must be immediately mitigated, offset or compensated rather than remedied, Mr Pemberton has not identified any caselaw support for that position. There is no such support. The position defies logic and would render the clearly stated option of remedying adverse effects otiose.

Southland Murihiku Conservation Management Strategy

41. DoC’s planning evidence asserted that the Southland Murihiku Conservation Management Strategy (SMCMS)⁸ is a relevant document for the purposes of s

⁶ See *Port Otago* at [65], as set out in para 42 of the Outline of Submissions for Waikaka Gold Mines Ltd “Although in a different context, the comments [in *Trans-Tasman*] were nonetheless applicable...”

⁷ See Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012, s 6 [Meaning of effect](#) as against RMA, [s 3](#)

⁸ Available [here](#)

104(1)(c) and that the proposal is not consistent with it.⁹ In questions from the Commissioners, Ms Smith answered that she had not considered it as a relevant document. She then provided comments on it by supplementary statement dated 12 December 2025.

42. Unfortunately, both Ms McLeod and Ms Smith have cherry picked some words of two policies in a 343-page document, and argued the policy is inconsistent with them. This does not give proper regard to their context or the SMCS's statutory status.

43. In my submission, the SMCS has extremely limited relevance to the application. The purpose of a conservation management strategy under the Conservation Act is:¹⁰

...to implement general policies and establish objectives for the integrated management of natural and historic resources, including any species, managed by the Department under the Wildlife Act 1953, the Marine Reserves Act 1971, the Reserves Act 1977, the Wild Animal Control Act 1977, the Marine Mammals Protection Act 1978, the National Parks Act 1980, the Hauraki Gulf Marine Park Act 2000, or this Act, or any of them, and for recreation, tourism, and other conservation purposes".

44. As such a conservation management strategy is not intended to apply under the RMA and is targeted primarily at resources managed by the Department under other legislation.

45. The SMCMS itself acknowledges that:¹¹

Freshwater is managed by regional councils under the Resource Management Act 1991. Southland and Otago Regional Councils are responsible for freshwater management in Southland Murihiku under their respective water plans. This [Freshwater Wai Māori] Place provides a framework to guide the Department's:

- a) management of public conservation lands and waters; and
- b) advocacy direction when working with Ngāi Tahu and the community (including relevant agencies, Southland Fish and Game Council and landowners); to restore

⁹ Evidence of Jane McLeod, paras 111-114.

¹⁰ Conservation Act 1987, s 17D(1).

¹¹ Page 90, internal footnotes omitted

and maintain the health and the mauri (life force) of the freshwater ecosystems in Southland Murihiku, and the important species within them.

46. It is therefore important to understand what the SMCMS does and does not set out to do. In this case, because the project is predominantly on private land, and impacts on public land are managed through an access agreement,¹² the SMCMS provides advocacy direction to DoC. As such, I disagree with Ms McLeod's description of the SMCMS as "*setting out objectives for integrated management of natural and historic resources*".¹³ That is not supported by the stated purpose of a conservation management strategy under the Conservation Act nor the stated purpose of the SMCMS itself.
47. When Policy 2.6.1 refers to "*Work[ing] with Ngāi Tahu and the community... to raise awareness...to ensure*" certain outcomes, that is a directive as to how DoC should engage with the public and stakeholders and what outcomes it should be looking to achieve through advocacy. It is not correct to say that the policy requires the listed outcomes to be achieved by private developers and that a proposal is somehow inconsistent with the SMCMS if it does not achieve those matters. The SMCS was never intended to be applied in that way, nor could it have been, as the Conservation Act under which it was prepared does not provide that scope.
48. Similarly, Policy 2.3.3 refers to DoC raising awareness and advocating for the preservation of habitats. It has done that through its participation in this hearing.
49. In my submission it would be a bizarre outcome if the document seeking to direct DoC's advocacy was then used to support the achievement of those outcomes in a substantive sense. That cannot be correct and, legally, it is not.
50. In my submission, the SMCMS does not provide substantive assistance to the Commissioners in this case. At most it provides a rationale and context for DoC's involvement as a submitter. The proposal is not "inconsistent" with the policies Ms McLeod and Ms Smith refer to.
51. Even if, contrary to my submission, the policies were to somehow be applied in a substantive sense, their content is reflective of outcomes already sought in the

¹² As discussed below, this has now been finalised.

¹³ Evidence of Jane McLeod, para 111.

relevant RMA documents. The applicant says it is consistent with those documents, and even if the proposal was not, any inconsistency does not somehow get double-counted or made more important through also allegedly being inconsistent with a document prepared under a different statute.

National Direction Package

52. On 18 December 2025, a series of new and amended national directions were published, with there being 2 new and 6 amended National Policy Statements, and 1 new and 1 amended National Environmental Standard regulations. These take effect on 15 January 2026.
53. The amendments to the NPSFM and National Environment Standards- Freshwater relate to quarrying and mining that affect natural inland wetlands and are not applicable to the current application.
54. There are also amendments to the National Policy Statement on Indigenous Biodiversity applicable to mining, however this relates to mining in a significant natural area. There are no such areas on the subject site.
55. Changes to the NPS-HPL mean that LUC3 is not defined as “highly productive land” prior to regional mapping if a consent for subdivision, use or development for any activity other than rural lifestyle is lodged after 17 October 2022 (cl 3.5(7)(b)(iii)). There is a very small amount of LUC3 land within the project area and around 50% LUC2. While the very small section of LUC3 would no longer be defined as HPL, the assessment under the NPS-HPL remains unchanged. A snip from Ms Collie’s evidence at para 225 is below.



Figure 4 Land use capability classification of application site. Uncoloured land is LUC class 4-8, orange is LUC class 2, Green is LUC class 3. Approximate site extent indicated by red outline (Source: Gore DC)

56. None of the other new or amended documents are considered relevant to the application.

Summary of post-hearing information

57. For the record, the following further information has been filed by the applicant since the hearing:
- (a) A complete set of revised proposed conditions was filed by Ms Collie on 12 December 2025, identifying proposed amendments, their source, and whether there was any disagreement in relation to them.¹⁴ Ms Collie also provided a helpful table identifying where requested changes to conditions were not agreed by the applicant, and the reason why. In my view, Ms

¹⁴ Responding to Directive #4, para 2.2

Collie's summary is comprehensive and clear, and I do not intend to comment further.

- (b) I note **Attachment A** to these submissions includes some requested minor amendments to the tabled conditions, to:
 - (i) Include the *Augier* condition as outlined above;
 - (ii) Correct a minor error in condition 43 to remove a timeframe from the objective (noting the objective remains to achieve at least no net loss, and a report is required within 3 years, but is required to continue until the objective is achieved);
 - (iii) Make minor amendments to the bond condition to better reflect the bond as securing achievement of the objective in condition 43.

Attachment A also includes an image associated with Condition 24 which appears to have failed in previous word documents;

- (c) A list of management plans referred to in the conditions, as requested in para 2.3 of Directive #4 was filed on Friday 12 December;
- (d) An indicative Table of Contents of the Stream Diversion and Rehabilitation Management Plan, and an outline of intended content is filed with these submissions, together with a schedule of diversions, in a separate excel sheet.¹⁵ The plan contents were drafted by the applicant team with guidance from Mr Dungey, and circulated for input from Ms Bowen, Mr Hamer and Mr Smyth. Copies of all feedback from those parties is included for the Commissioners' reference. While Ms Bowen's preference in her email for a more collaborative process is noted, the plan was prepared in a short timeframe and having regard to the other ecologists' limited availability as they expressed at the hearing. Ms Collie has also prepared a table similar to that prepared for the conditions which summarises where suggested amendments from the parties have not been adopted by the applicant, and the reasons why.

¹⁵ Directive #4 paras 2.5-2.6

- (e) An indicative Table of Contents for the Fish Management Plan is included as **Attachment B**.¹⁶ I note that in the time available, tables of contents were not prepared for other management plans (noting that the contents for the Acid Mine Drainage Plan were provided in Mr Weber's evidence). None of the other management plans were the subject of contention at the hearing;
- (f) A map of potential habitat for the Gollum Galaxiid, which was prepared by Mr Dungey and circulated for comment by the other ecologists is also filed today. The ecologists' comments have either been accepted in the plan or, if not, are noted in Ms Collie's table of feedback;
- (g) Ms Collie's speaking notes from the hearing are also filed with these submissions;
- (h) The applicant was advised on 18 December 2025 that the access agreement has been signed by DoC and MBIE. An email confirming this is attached as **Attachment C** to these submissions.

58. Finally, I note that the revised conditions were provided to Hokonui Rūnanga for their review and they have confirmed their support for them. An email confirming this position is expected and will be forwarded on receipt.

59. If further information would assist the Commissioners, the applicant is happy to provide it and will do so as quickly as possible.

Conclusion

60. The applicant wishes to record its thanks to the Commissioners for their positive and proactive approach at the hearing and subsequent directions, and to the good faith participation of the Councils, DoC, ES in post-hearing collaboration on conditions and the Stream Diversion and Rehabilitation Management Plan.

61. The guidance provided by the Commissioners at and following the hearing, and the opportunity to refine the conditions and the proposed management plans, was beneficial from the applicant's perspective. The additional information now available, including the offer for a \$50,000 fund for aquatic and associated

¹⁶ Directive #4, para 2.8.

terrestrial ecological values, provides substantial confidence that this project will have positive outcomes not only for the community, but also for the environment.

Asher Davidson
Counsel for Waikaka Gold Mines Ltd
19 December 2025

Attachment A – Proposed New / Amended Conditions

Establishment of Fund for Works (New Condition)

- 24A Prior to undertaking any diversion, the consent holder shall provide confirmation to Environment Southland of:
- a payment of \$50,000 having been made for the purposes of funding works that contribute to aquatic and associated terrestrial ecological values in the Waikaka Stream catchment;
 - a description of the works to be undertaken, the organisation responsible for undertaking them, and the timing of the works; and
 - confirmation that the works to be funded, and the organisation responsible for administering the fund, have been the subject of consultation with Hokonui Rūnanga, the Director General of Conservation, the Gore District Council and Environment Southland. The final decision on the works to be funded and the organisation responsible for administering the fund, lies with the consent holder.

Advice Note: This condition has been offered and agreed to by the applicant for consent on an Augier basis. It is intended to provide a positive effect on stream values in the broader catchment. The condition will not be triggered if the consent holder, for any reason, decides not to proceed with the diversion of the Waikaka Stream or Shepherd's Creek.

Rehabilitation of Waikaka Stream and Shepherd's Creek

...

- 43 Rehabilitation of stream channels shall be undertaken with the objective of achieving a net gain, but in any event no net loss, in the ecological value of the rehabilitated stream reach ~~within three years of~~ after completing the rehabilitation works. For the purposes of this condition, 'net gain' means that all of the objectives listed in Appendix B have been achieved or exceeded. For the purposes of this condition 'no net loss' means that the objectives listed in Appendix B are generally met and a professional ecological judgement confirms that there is no net loss of ecological values compared to the pre-mining baseline.

Bond for Stream Rehabilitation

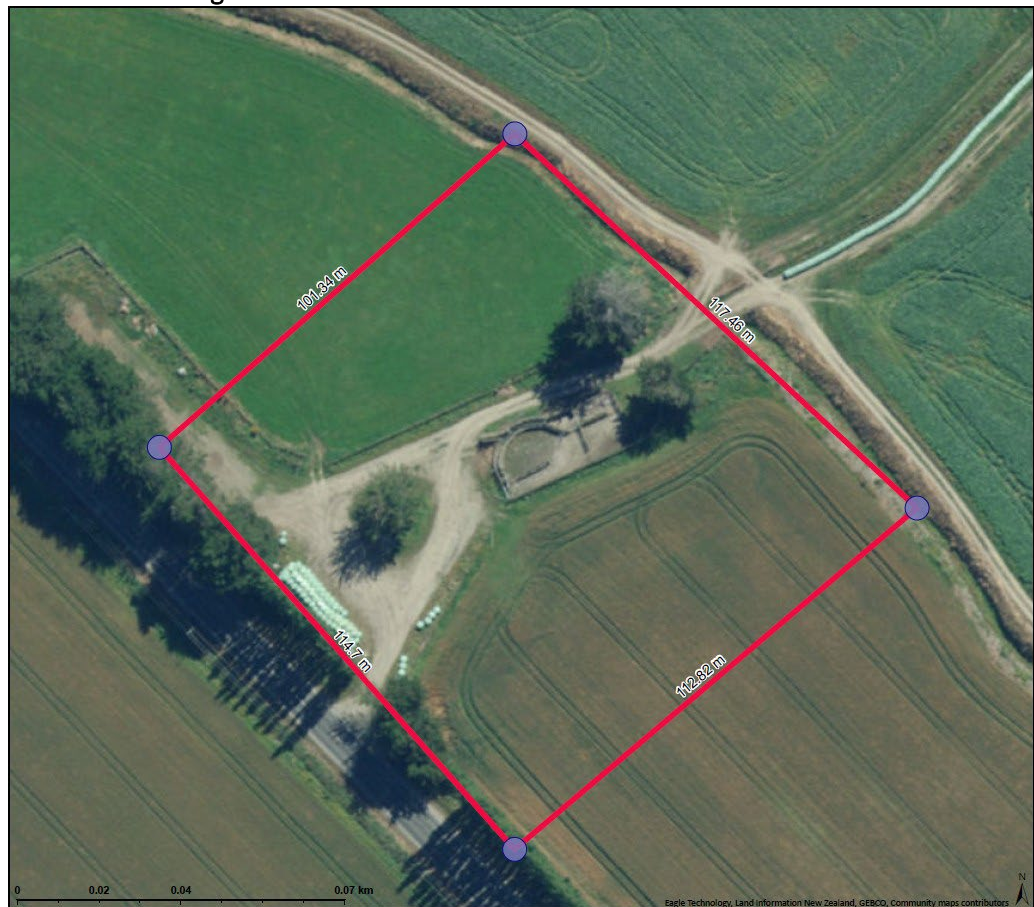
...

54. The Consent Holder must provide a report to Environment Southland which addresses whether the bond quantum should be revised on the following occasions:
- Prior to undertaking any additional stream diversion; and
 - On successful rehabilitation of any reach of the Waikaka Stream or Shepherd's Creek pursuant to condition 43;
 - Within 12 months prior to the expiry of the consent in the event that compliance with condition 43 has not been achieved.

The purpose of the adjustment is to reflect changes in the scope of the bond through successive stream diversions and completion of rehabilitation activities ~~risk profile of the mine~~ or to the Consumer Price Index as published by Statistics New Zealand. Environment Southland may peer review the report and must respond within three months of receipt of the report on the appropriateness of any proposed revised bond quantum

Advice Note: As stream diversions are commenced and rehabilitations are progressively completed, it is intended that the quantum will be adjusted to reflect the ~~risk profile of the mine~~ scope of the bond at any one time.

Condition 24 Image



Attachment B – Draft Table of Contents - Waikaka Gold Mines Fish Management Plan

1. Introduction
 - 1.1. Purpose of the plan
 - 1.2. Background information
 - 1.3. Location
2. Fish communities
3. Exclusion periods
4. Pre-construction requirements
5. Roles and Responsibilities
6. Fish Capture Methodology
 - 6.1. Overview
 - 6.2. Timing
 - 6.3. Preparation
 - 6.4. Handling, storage and transport
 - 6.5. Release sites
 - 6.6. Data capture
 - 6.7. Outcomes
7. Permits and approvals
8. Reporting requirements
9. Contingency measures
10. References

Attachment C – Email from DoC confirming signing of access agreement

THIS AGREEMENT for an Access Arrangement pursuant to section 61 of the Crown Minerals Act 1991 dated 18th December 2025 between His Majesty the King in Right of New Zealand ("**Crown**") acting by and through the Minister of Conservation and the Minister for Resources (hereinafter referred to as "the Ministers") and **Waikaka Gold Mines Limited** (hereinafter referred to as the "Permit holder").

WHEREAS

- (a) The Land described in the First Schedule is administered by the Department of Conservation pursuant to section 24(3) of the Conservation Act 1987 and the Minister of Conservation is responsible for that Department;
- (b) The Minister for Resources, through the Ministry of Business, Innovation and Employment, administers the Crown Minerals Act 1991 (the Act). The purpose of the Act is to promote prospecting for, exploration for, and mining of Crown owned minerals for the benefit of New Zealand;
- (c) The Permit holder was granted Mining Permit 61164 by the Minister for Resources' delegate pursuant to section 25 of the Act. That permit grants the Permit holder the right to prospect for, explore for and mine gold in the land to which the permit relates;
- (d) Mining Permit 61164 is classified as a Tier 1 permit pursuant to section 2B of the Act;
- (e) The Permit holder pursuant to section 59 of the Act has requested an Access Arrangement in respect of the Land described in the First Schedule to conduct mining operations;
- (f) Pursuant to section 61(1AA) the decision of whether or not to enter into an initial Access Arrangement in relation to a Tier 1 permit is with the Ministers; and
- (g) Although this Access Arrangement is entered into by the Ministers, on behalf of His Majesty the King, the administration of the Access Arrangement together with matters relating to the Permit holder's access to and use of the Land is the responsibility of the Department. The Ministry of Business, Innovation and Employment is responsible for matters relating to the minerals permit.

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

1. **INTERPRETATION**

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

"Act" means the Crown Minerals Act 1991.

"Annual Work Programme" and "Work Programme" means the Work Programme referred to in Condition 7(b).

"Department" means the Department of Conservation.

"Mining" has the meaning as defined in section 2 of the Act.

"Mining operations" means operations in connection with mining, exploring, or prospecting for any Crown owned mineral and authorised by this Access Arrangement.

"Mining permit" means a mining permit granted under the Act.

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

"Manager" means the person for the time being holding office of Operations Manager, Murihiku District, Southland Region of the Department of Conservation and includes any person authorised by the Manager to act on his or her behalf in respect of this agreement.

"Minister" means the Minister of Conservation and includes his or her delegate, the Director-General, and his or her authorised officers (including the Operations Director, Operations Manager, Permissions and Land Director and Permissions and Land Manager), employees, agents or contractors.

"Ministers" means the Minister of Conservation and the Minister for Resources (or their respective delegates).

"Permit holder" has the meaning as defined in section 2 of the Act and includes its servants, agents, contractors and assignees operating under MP61164.

"Resource Consents" means consents issued under the Resource Management Act 1991.

ASSIGNMENT

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

COMPENSATION

3. Pursuant to section 76 of the Act, the Permit holder will pay the Minister:
 - a) \$6,000.00 + GST per annum for the intrusion of an industrial operation on the Land as a result of Mining operations, to be paid at the time of presentation of an Annual Work Programme for the succeeding 12 months; and
 - b) \$4,000.00 + GST per hectare of land disturbed by mining operations.

All Land is delineated within the First Schedule of this Access Arrangement.

All compensation amounts are to be annually reviewed for changes in the Consumer Price Index (CPI) and adjusted accordingly. Compensation will be paid by the Permit holder upon receiving an invoice from the Department or at the time of presentation of an Annual Work Programme, prior to commencing of Mining and Mining operations, with 3(a) being paid in advance and 3(b) being paid in arrears. All compensation is payable into a Department of Conservation administered trust account for conservation purposes in the Southland Region.

4. Upon expiry of each Work Programme, the Permit holder will submit to the Minister a summary of all compensation payable for the Work Programme Period. The summary will include a description of all land disturbed and rehabilitated (if any).

COMPENSATION FOR ANY UNAUTHORISED DISTURBANCE

5. The Minister may require the Permit holder to pay additional compensation for any breaches of this Access Arrangement and/or Mining and Mining operations carried out by the Permit holder, its contractor, employee and/or Tributer on the Land or on other adjoining or proximate land administered by the Department outside of the Land **NOT** authorised by this Access Arrangement. Such additional compensation will be for an amount solely determined by the Minister.

ADMINISTRATION COSTS

6. Pursuant to section 76 of the Act the Permit holder will also pay to the Minister:
 - (a) All actual and reasonable costs to cover the administrative costs of processing this Access Arrangement; and
 - (b) The actual and reasonable costs of administering this Access Arrangement. As a minimum a Management Fee of \$250.00 + GST per annum will be invoiced; and
 - (c) The actual and reasonable costs of monitoring compliance of the conditions in this Access Arrangement including all associated inspections of the Land by the Department.

PRECONDITIONS BEFORE ENTRY TO LAND FOR MINING

7. The Permit holder will not enter in or on to the Land for the purpose of commencing Mining and Mining operations until:
 - (a) The documents referred to in Condition 9 have been supplied to the Minister; and
 - (b) The Permit holder has submitted to the Minister an Annual Work Programme in accordance with Condition (d)b)67 in the Second Schedule; and

- (c) Any payments referred to in Conditions 3, 6, 5, 15 and 21 which are due and owing have been paid; and
 - (d) The Minister has approved the plans required to be submitted by Condition 7(b) and has issued the Permit holder with an Authority to Enter and Operate as provided by Condition 10.
- 8. The Minister may require the Permit holder to vary the proposed Annual Work Programme to ensure the Mining and Mining operations are not inconsistent with the conditions of this Access Arrangement. Where required by the Minister the Permit holder will amend the proposed Annual Work Programme accordingly.
- 9. The Permit holder will seek an Authority to Enter and Operate from the Minister. At the time of seeking an Authority to Enter and Operate, the Permit holder will submit to the Minister:
 - a) A copy of the insurance policies, annual certificate proof of cover and guarantees or bonds as required in Conditions 20 and 21 and
 - b) A copy of the Mining permit granted pursuant to section 25 of the Act; and
 - c) A copy of all resource consents granted under the Resource Management Act 1991, and a copy of any reports that the Permit holder has been required to submit to the consent authority as a requirement of any resource consent relating to the Mining permit.
- 10. Upon the Minister being satisfied that the requirements of Conditions 7, 8 and 9 have been met, the Minister will issue the Permit holder with a written "Authority to Enter and Operate" permitting the Permit holder to enter in or on to the Land to commence Mining and Mining operations for a period of 12 months, unless the Mining permit has a lesser term remaining.
- 11. A breach or failure to comply with the requirements of the documents referred to in Condition 7(b), and approved by the Minister, shall be deemed to be a breach of this Access Arrangement, and shall entitle the Ministers to exercise any rights or powers which arise from a breach of or failure to comply with the terms of this Access Arrangement.
- 12. Prior to the expiry of the first Authority to Enter and Operate, and each subsequent Authority to Enter and Operate thereafter, the Permit holder will submit to the Minister for approval a further Annual Work Programme and any other plans or amended plans as required by Condition 7(b) and any other requirements of Conditions 7, 8 and 9 for the succeeding 12 month period (or a lesser period if considered appropriate by the Permit holder).
- 13. Except as permitted by the Minister, the Permit holder will not after the expiry of an Authority to Enter and Operate, undertake any work prior to each subsequent Authority to Enter and Operate has been issued by the Minister pursuant to Condition 9.

14. The Minister will not unreasonably fail to grant a subsequent Authority to Enter and Operate where the Permit holder has supplied all the required documentation and made all the payments required by Condition 10, and the further Annual Work Programme is consistent with the project description contained in the application for this Access Arrangement or any variation(s) to this Access Arrangement and the conditions of this Access Arrangement.
15. Pending the granting of a subsequent Authority to Enter and Operate the Minister may in his or her discretion, issue an interim Authority to Enter and Operate providing the documents and payments required by Condition 10 have been submitted.

INDEMNITIES

16. The Permit holder will indemnify and keep indemnified the Ministers against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered as a result of or arising out of any act or omission of the Permit holder, or otherwise caused as a result of the Mining and Mining operations on the Land.
17. If due to the Permit holder's Mining or Mining operations the Land or any part of it is assessed as rateable land under the Local Government (Rating) Act 2002, or any amendment to that Act, or the introduction of a new Act in substitution for it, the Permit holder is to pay any of the rates which may be struck in respect of the Land and/or the Mining or Mining operations; but the Permit holder and the Minister of Conservation expressly agree that such payment is not to constitute an acknowledgement of exclusive possession by the Permit holder of the Land.
18. The Ministers will not be liable for and do not accept any responsibility for damage or interference to the Mining and Mining operations, equipment, buildings or structures, held or erected on the Land due to any cause whatsoever including (without restriction) any acts or omissions by the Ministers, their servants, agents, or contractors (other than acts or omissions arising from the wilful misconduct of the Ministers, their servants, agents or contractors), natural disaster, vandalism, sabotage, fire, exposure to the elements or any other cause whatsoever.
19. The Permit holder will take all reasonable steps to protect the safety of persons present on the Land during Mining and Mining operations and between work periods and will, when required by the Minister, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the Mining and Mining operations. The Permit holder will take all reasonable steps to mitigate any dangers to the public and will clearly mark any that remain.
 - (a) Where the Permit holder, to ensure the safety of the public, employees, plant and equipment, requests the Minister to close public access to the Land the Minister may do so if he or she considers it appropriate.

- (b) The Permit holder will give the Minister reasonable notice of its request so that the Minister can ensure that all reasonable steps are taken to ensure members of the public are made aware of the closure and the reasons for it.
- (c) The Permit holder will be responsible for the costs of ensuring that the public is made aware of the closure.

INSURANCE

- 20. Prior to commencing Mining and Mining operations, the Permit holder will effect and maintain, during the term of this Access Arrangement, insurance cover for an amount of **\$1,000,000.00** for public liability and **\$500,000.00** for third party vehicle. The Minister may from time to time require the cover of any insurance to be increased to such an amount as considered reasonably necessary.

BONDS

- 21. Prior to commencing Mining and Mining operations on the Land, the Permit holder shall provide a bond to ensure compliance by the Permit holder with the conditions of this Access Arrangement and resource consents. The bond may be either in cash or as a surety from a trading bank, insurance company or bond guarantor acceptable to the Minister. In the case of two or more parties jointly and severally, the surety must execute in favour of, and be on terms acceptable to, the Minister.
- 22. The bond shall be held by stakeholder to be agreed between the Minister, the Gore District Council, the Southland Regional Council, Land Information New Zealand and the Hokonui Runanga Incorporated (together "the Bond Holders").
- 23. The amount of bond or surety shall be set following an independent risk assessment submitted by the Permit holder to the satisfaction of the Bond Holders. The portion of the bond/surety relating to this Access Arrangement shall be equivalent to 80 percent confidence level of the full and faithful performance by the Permit holder of the obligations under this Access Arrangement. This percentage is in recognition of the lower 'default' risk posed by the Permit holder.
- 24. The risk assessment and bond or surety amount will be reviewed annually at the time of submitting an annual work programme to the Bond Holders. The bond sum may be increased or decreased, or the structure or framework of the bond or term of the bond be changed, having regard to the outcome of the risk assessment. Any approved bond adjustment may be put in place by the Permit holder within two months of approval of the Annual Work Programme and issue of an Authority to Enter and Operate. The cost of risk assessments is to be borne by the Permit holder.
- 25. Notwithstanding variation (including as to term), expiry, surrender, or termination of the Access Arrangement or completion of the Permit holder's Mining and Mining operations, the bond is to remain in full force and effect until

such time as all the Permit holder's obligations under this Access Arrangement and resource consents have been complied with to the satisfaction of the Bond Holders. For clarity, Bond Holder approval is in respect to their specific regulatory or stakeholder capacity.

26. In the event that the Permit holder breaches or fails to carry out any condition of this Access Arrangement and the resource consents or if there is an adverse effect to the Land and its natural resources whether during or after the completion of the Mining and Mining operations which is not permitted by this Access Arrangement, and could not have reasonably been foreseen, the Permit holder will take all action necessary to mitigate or remedy those breaches or adverse effects. If the Permit holder fails to do rectify breaches or adverse effects to the Minister's satisfaction, the Minister may undertake any necessary action to do so and recover the costs associated with undertaking the work by calling on the bond or any portion of it to ensure compliance with the conditions or to remedy or mitigate the adverse effects to the Land.
27. Release of the bond or surety or any portion of it remaining after satisfaction of Clause 26 will only be after unanimous approval of all Bond Holders, such approval not to be unreasonably withheld.

FIRE PRECAUTIONS

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

PROTECTION OF THE ENVIRONMENT

29. The Permit holder will ensure that in respect of all Mining and Mining operations under this Access Arrangement:
 - (a) Environmental disturbance is minimised and land affected by Mining and Mining operations is kept stable and free from erosion.
 - (b) There is no land disturbance other than that authorised under this Access Arrangement.
 - (c) All indigenous flora and fauna are protected except for disturbance authorised under this Access Arrangement.

- (d) No debris, rubbish or other dangerous or unsightly matter will be deposited in or on the Land, or any pollution will occur of any water body, except as permitted by this Access Arrangement and any resource consent granted under the Resource Management Act 1991.
- (e) There will be no destruction, damage or modification to any archaeological site in the area (as defined by the Heritage New Zealand Pouhere Taonga Act 2014) without the authority of the Heritage New Zealand Pouhere Taonga Board of Trustees obtained under section 48 of that Act. The Permit holder will produce such authority to the Minister.
- (f) Any *protected New Zealand object, or taonga tūturu* (as defined by the Protected Objects Act 1975), or object of historic significance found in the area or on the Land shall be left *in situ*, and the Minister and Secretary of Internal Affairs notified as soon as reasonably practicable.
- (g) Every person under the Permit holder's control entering on to the Land complies with the provisions of this Condition (Condition 29).

SUPPLY OF INFORMATION

- 30. The Permit holder will, upon request, lodge with the Minister copies of the renewal of, or substitution for, any insurance policies including receipts for payment of premiums, any variations to bonds and evidence that the bonds are in force.
- 31. The Permit holder will provide to the Minister all information required from time to time by the Minister in respect of the use of the Land and any buildings or equipment thereon including any details concerning the Mining and Mining operations and details concerning the numbers of people employed by the Permit holder or permitted or allowed by the Permit holder to come onto the Land.
- 32. The Permit holder will submit to the Minister a copy of any application lodged with the Minister for Resources to vary the minerals permit covering the Land including any application to transfer all or any of the interest in the Mining permit to another person or party, under section 41 of the Act, and any application of change of control under section 41AC of the Act.
- 33. The Permit holder will apply for a variation to this Access Arrangement should it wish to undertake Mining or Mining activities on any land managed or administered by the Minister within any variation to the Minerals Permit granted by the Minister for Resources that is not already covered by this Access Arrangement. Should this be a variation to allow access for the purpose of significant exploration or mining activities then this will be a joint decision between the Ministers.
- 34. Notwithstanding Condition 33 it will be at the Minister's (or Ministers') discretion as to whether any variation applied for in accordance with Condition 33 is approved or not.

MONITORING

35. The Permit holder will allow the Minister, or any other person authorised by the Minister to enter in or on to the Land at any time:
- (a) To inspect the Land or to consider approval of any Annual Work Programme or other plans, or to monitor compliance with the conditions of this Access Arrangement.
 - (b) To undertake any work necessary for the exercise of the Minister's functions and powers in respect of the Land provided that such work will not unnecessarily interfere with the Permit holder's rights under this Access Arrangement.
36. Monitoring may include but is not limited to, the taking of soil and water samples, and the taking of a photographic record of activities occurring on the Land subject to the Access Arrangement.

BANKRUPTCY OR INSOLVENCY

37. If the Permit holder becomes bankrupt, insolvent or has a receiving order made against it or is wound up or otherwise cease to function or carries on its business under a receiver for the benefit of creditors the Ministers may either:
- (a) Terminate this Access Arrangement forthwith by notice in writing to the Permit holder or to the receiver or liquidator or to any person in whom the Access Arrangement may become vested; or
 - (b) Give such receiver or liquidator or other person the option of continuing the Access Arrangement subject to the provision of a guarantee by one or more guarantors of any bond given, on terms acceptable to the Ministers for the due and faithful performance of the Access Arrangement up to an amount to be determined by the Ministers.
 - (c) Any notice under Condition 39 does not release the Permit holder from liability in respect of any breach of this Access Arrangement prior to the termination of the Access Arrangement or which survive termination.

TERM

38. The term of this Access Arrangement for Mining Permit 61164 will be for a period from 1 January 2026 to 31 December 2035, or for the term of Mining Permit 61164, whichever is the lesser.

TERMINATION

39. If the Permit holder is in breach, or fails to observe any of the conditions contained herein or the requirements of any approved Annual Work Programme or any other

approved plan, the Ministers will give written notice to the Permit holder specifying the default and requiring it to be remedied within 21 consecutive days. If the Permit holder fails to comply with such notice, then the Minister may revoke the Authority to Enter and Operate and Ministers may by notice in writing terminate this Access Arrangement.

40. Notwithstanding Condition 39, termination of this Access Arrangement will not release the Permit holder from liability in respect of any breach of this Access Arrangement.
41. Upon termination or expiry of this Access Arrangement the Ministers will not be liable to pay any compensation to the Permit holder whatsoever for any buildings, structures or improvements erected by the Permit holder. If requested by the Minister and prior to the completion of Mining and Mining operations the Permit holder will remove all such buildings and structures and improvements. The Permit holder will repair at its own expense all damage which may have been done by such removal and will leave the Land in a clean and tidy condition for restoration as set out in the Second Schedule of this Access Arrangement. If the Permit holder fails to remove any buildings within a reasonable time of the request, the Minister may undertake this work and recover the costs from the Permit holder or from the bond referred to in Condition 21.
42. The Permit holder is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Permit holder is liable under the Access Arrangement for any breaches of the terms of the Access Arrangement by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Permit holder.

MISCELLANEOUS

43. If the Permit holder has:
 - (a) Not paid any compensation payment as provided by Condition 3; or
 - (b) Not submitted an Annual Work Programme to the Minister -

Before the lapse date of any resource consents, or within 5 years of the date of execution of this Access Arrangement, whichever is sooner, this Access Arrangement will terminate and cease to have any effect.

44. Any notice required to be addressed by any of the parties will in the absence of proof to the contrary be sent by ordinary post, facsimile or email during normal business hours and will be deemed to have been received by the other parties;
 - (a) In the case of posting by ordinary mail, on the second working day following the date of posting to the address for service; and
 - (b) In the case of facsimile transmission, when sent to the facsimile number for service provided in this agreement; and

- (c) In the case of email, when acknowledged by the party orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement of receipt of the email.
45. The Minister's address, phone and email for service will be Department of Conservation, C/- National Transaction Centre PO Box 5244 Dunedin 9054, email transactioncentre@doc.govt.nz.
46. The Minister for Resources' address, phone and email for service will be C/- The National Manager Petroleum, Minerals & Offshore Renewable Energy, Resource Markets Branch, Ministry of Business, Innovation and Employment, 15 Stout Street, Wellington 6140, P O Box 1473; Ph. 0508 263 782; Email: nzpam@mbie.govt.nz.
47. The Permit holder's address, phone and email for service will be: Waikaka Gold Mining Limited C/- Ashton Wheelans Limited, Level 2, 83 Victoria Street, Christchurch 8013 and 027 229 4575 or noel.becker@waikaiagold.co.nz.

DISPUTE RESOLUTION

48. The parties agree to negotiate in good faith to resolve any differences which arise in connection with this Access Arrangement.
49. Failing resolution in accordance with Condition 48, any differences and disputes between the parties concerning this Access Arrangement, its interpretation, effect or implementation or any act or thing to be done in pursuant thereof (except as otherwise expressly provided) is to be referred to arbitration in New Zealand by a single arbitrator who is to be mutually agreed upon and, failing agreement, is to be appointed by the President of the New Zealand Law Society.

GENERAL

50. Except where inconsistent with this Access Arrangement, the Permit holder will comply with the provisions of any conservation management strategy or conservation management plan pursuant to Part IIIA of the Conservation Act 1987, together with any amendment or review of any strategy or plan.
51. The Permit holder will at all times comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Land or affecting or relating to the Mining and Mining operations including the Health and Safety at Work Act 2015, the Fire and Emergency New Zealand Act 2017, the Hazardous Substances and New Organisms Act 1996, the Crown Minerals Act 1991, the Resource Management Act 1991 and the Conservation Act 1987 and all Acts included in its First Schedule.
52. The Permit holder will comply with all conditions contained in this Access Arrangement and within 10 working days of a request in writing by the Ministers supply the Ministers with evidence of such compliance.

53. A breach or contravention by the Permit holder of any legislation affecting or relating to the Land or affecting or relating to the Mining and Mining operations will be deemed to be a breach of this Access Arrangement.
54. The Permit holder will only operate within the boundaries of the Land. Any Mining and Mining operations carried out by the Permit holder outside the boundary of Mining Permit 61164 is unlawful and constitutes an offence under the Act.
55. The Permit holder will not use any Land subject to this Access Arrangement for any purposes other than those specified in this Access Arrangement. Unless otherwise authorised by this Access Arrangement, or otherwise approved by the Minister, the Permit holder will not erect, install or operate anything on the Land other than that described in the approved Annual Work Programme or any other approved plans submitted in accordance with Condition 7(b).
56. Any transfer of the Land to a purchaser, transfers to that purchaser this Access Arrangement provided it has not expired.
57. The headings set out in this Access Arrangement have been inserted for convenience and will not in any way limit or govern the construction of this Access Arrangement.
58. Nothing in this Access Arrangement including Special Conditions in the Second Schedule will prevent the Ministers from participating in any statutory process in respect of any matter relating to Mining and Mining operations in or on the Land defined in this Access Arrangement.
59. The Permit holder shall comply with conditions attached to the Mining Permit, resource consents and this Access Arrangement. If any conditions attached to the Mining Permit and/or any resource consent obtained by the Permit holder are in the opinion of the Minister, or the Ministers, as the case may be, inconsistent with this Access Arrangement the Minister or the Ministers, as the case may be, may review the provisions of this Access Arrangement and this Access Arrangement may be varied accordingly.
60. If, in the opinion of the Ministers, the Mining and Mining operations of the Permit holder are having, or may have an adverse effect on the natural, historic or cultural values of the Land, which are not permitted by this Access Arrangement and could not have reasonably been foreseen, the Ministers may:
 - (a) Suspend the Mining and Mining operations or any part of the Mining and Mining operations, until the Permit holder remedies or mitigates such adverse effects to the extent satisfactory to the Minister; and/or
 - (b) Review the conditions of this Access Arrangement and impose any further conditions necessary to avoid, remedy or mitigate such adverse effects; and/or

- (c) Call on the Bond required under Condition 21 or any portion thereof to ensure such adverse effects which have occurred are remedied or mitigated.
61. The Ministers may suspend the Mining and Mining operations or any part of the Mining and Mining operations while the Ministers or any other enforcement agency investigates any of the Mining and Mining operations authorised by this Access Arrangement. The Ministers may also suspend this Access Arrangement while the Ministers or any other enforcement agency investigates any:
- (a) Potential breach of the terms and conditions of this Access Arrangement; or
 - (b) Possible offence by the Permit holder, its directors, employees, servants, agents, contractors or assignees under the Crown Minerals Act 1991; Conservation Act 1987, or any of the Acts listed in the First Schedule of that Act, or any other Act relevant to the Mining and Mining operations.
62. Any temporary suspension may, at the sole option of the Ministers be either in whole or in part, and be either immediate or after such time as the Ministers allow. Notice of such suspension will be given to the Permit holder in writing.
63. During any period of suspension all Mining and Mining operations on the Land will cease, other than activities necessary for the purposes of saving or protecting life or health, or preventing serious damage to property or avoiding an actual or likely adverse effect on the environment. The Permit holder will remain responsible for the health and safety, and environmental protection of the Land, and will continue to have access to the Land for these purposes during the term of any suspension, subject to any directions issued by the Ministers. The Permit holder will remain liable for all fees and payments required to be paid under this Access Arrangement during the term of any suspension.
64. The Ministers will not be liable to the Permit holder for any loss sustained by the Permit holder by reason of the suspension of the Access Arrangement under Conditions 60 and 63 including loss of profits or consequential loss.
65. The Permit holder must pay in full immediately on demand all costs and fees (including solicitor's costs and fees of debt collection agencies engaged by the Minister) arising out of and associated with steps taken by the Minister to enforce or attempt to enforce the Minister's rights and powers under this Access Arrangement including the right to recover outstanding money owed to the Minister.
66. Any failure by the Ministers to exercise any right or power under this Access Arrangement does not operate as a waiver and the single or partial exercise of any right or power by the Ministers does not preclude any other or further exercise of that or any other right or power by the Ministers.

Signed for and on behalf of His Majesty the King in Right of New Zealand ("**Crown**") acting by and through the Minister of Conservation by:

Date: 16/12/25



John McCarroll
Operations Manager, Murihiku District

Southern South Island Region,
Department of Conservation,
pursuant to a written delegation from the Minister of Conservation under the Crown Minerals Act 1991

in the presence of:

Name: Carl Jones

Signature: 

Address: Department of Conservation, 10 Sewell Street, Hokitika
Occupation: Senior Permissions Advisor

Signed for and on behalf of His Majesty the King in Right of New Zealand ("**Crown**") acting by and through the Minister for Resources by:

Date: 18/12/25



John Buick-Constable
National Manager, Petroleum, Minerals & Offshore Renewable Energy,
Ministry of Business, Innovation and Employment,
Pursuant to a written delegation from the Minister for Resources under the Crown Minerals Act 1991.

In the presence of:

Name: Aidan Allan

Signature: 

Address: Ministry of Business, Innovation and Employment, 15 Stout Street, Wellington

Occupation: Principal Minerals Advisor

Signed on behalf of **Waikaka Gold Mines Limited**

Name: Warren David BATT (Director)

Signature:

AND

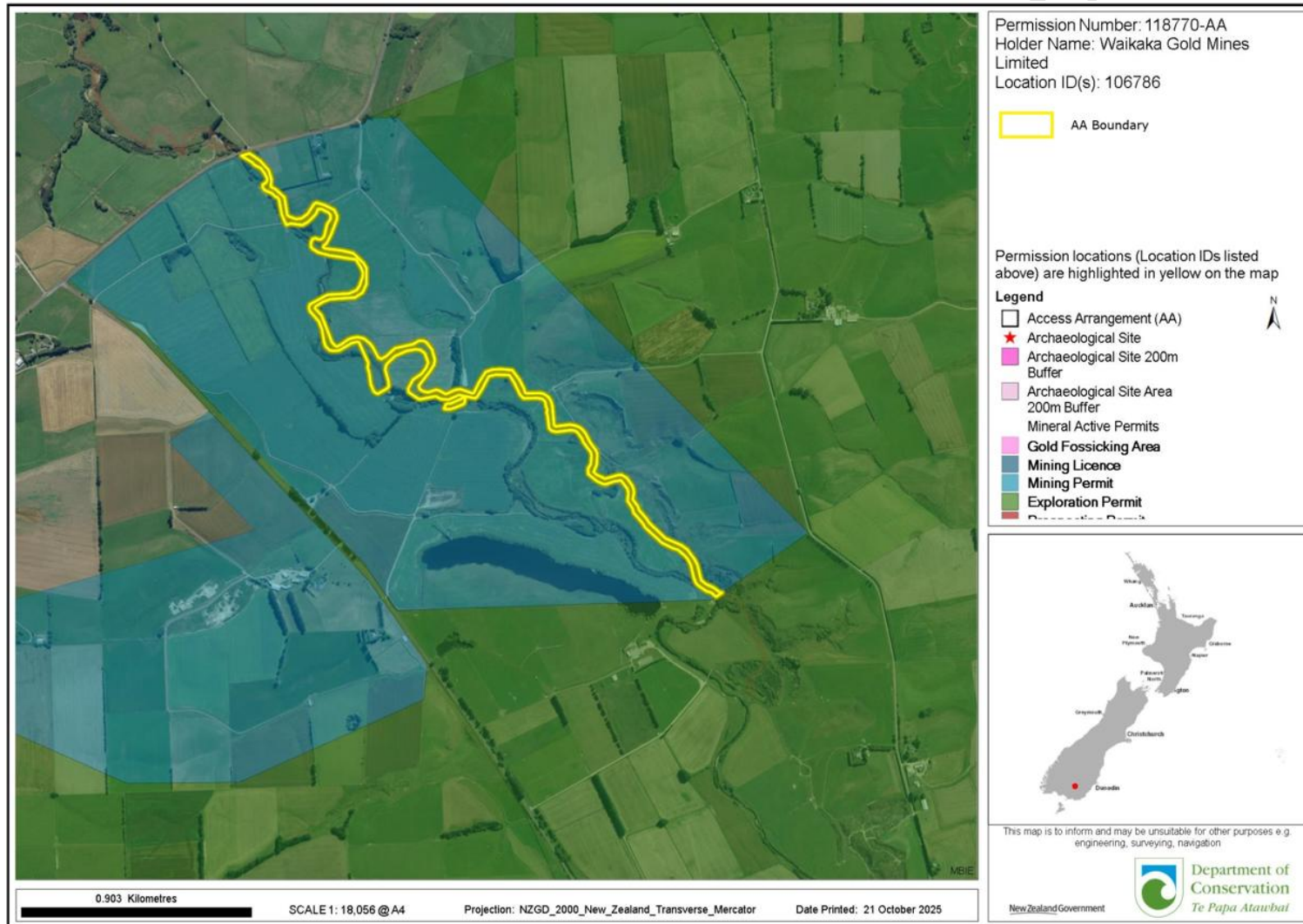
Name: Peter John CARNAHAN (Director)

Signature:

Copy for Information only

FIRST SCHEDULE

The Permit holder, subject to the conditions contained in this Access Arrangement, will have access to approximately 9.75 hectares of Marginal Strip – Waikaka Stream contained within Mining Permit 61164, specifically for mining and mining operations in the locations shown on the map below:



SECOND SCHEDULE

SPECIAL CONDITIONS: ACCESS ARRANGEMENT FOR MINING PERMIT 61164

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

ANNUAL WORK PROGRAMME CONDITIONS

67. Before undertaking any Mining and Mining operations under this Access Arrangement, the Permit holder will submit to the Minister for approval the first Annual Work Programme and thereafter annually submit for approval a new Work Programme for the succeeding 12-month period.

The Annual Work Programme will include:

- a) A recent aerial photograph or plan at an appropriate scale showing the Mining permit boundary and the conservation land boundary and the location of all proposed Mining and Mining operations for the forthcoming 12 months.
 - b) A description of all Mining related activities including operations, mitigation measures, monitoring and reporting carried out in the previous 12 months.
 - c) A detailed description of all Mining operations, mitigation measures, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - d) A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of activities within the last 12 months and the steps taken to mitigate or remedy any effects that resulted.
 - e) Any other information required by other conditions of this agreement or that is required by any resource consent held by the Permit holder relating to this Mining operation.
68. On completion of each work programme, the Permit holder will inform the Department as to the number of trees removed and their respective diameter at breast height.
69. The Permit holder will undertake all work in accordance with the approved Annual Work Programme and Environmental Management Plan (EMP) approved certified by Environment Southland.
70. The Permit holder may, at any time, submit to the Minister for approval an amended Annual Work Programme.

AUTHORISED ACTIVITIES

71. Subject to these Special Conditions and approval of an Annual Work Programme the Permit holder may undertake the Mining and Mining Operations on the land delineated on the Map in the First Schedule of this Access Arrangement.
72. The Permit holder will undertake all Mining and Mining operations on the Land in accordance with the Mining Permit, the Access Arrangement application lodged by the Permit holder, this Access Arrangement approved by the Ministers, an Authority to Enter and Operate issued by the Minister in accordance with Condition 9 and any resource consents. In the event of inconsistency, the Access Arrangement and Authority to Enter and Operate shall prevail over the application for Access Arrangement.

VEGETATION CLEARANCE

73. The Permit holder will ensure that vegetation and topsoil are separately stockpiled for later use in rehabilitation. All vegetation will be retained for rehabilitation purposes.

WATER MANAGEMENT

74. All earthworks shall be carried out in accordance with a site-specific Erosion and Sediment Control Plan (ESCP).
75. The Permit holder may only take, dam or discharge into any waterways on the land for the purpose of creating temporary diversions of the entire flow into/from temporary diversion channels and reinstating the flow back to its original course. This must be done in accordance with a Temporary Diversion Management Plan (TDMP) certified by Environment Southland.
76. The Permit Holder shall ensure that fish passage is not impeded by Mining and Mining Operations.
77. The Permit Holder shall take all practical steps to ensure any stormwater and mine water discharged onto the land or any waterways on the land does not exceed that permitted under resource consent conditions.

MACHINERY AND STRUCTURES

78. The Permit holder will ensure that all equipment and machinery is kept in good working order and is regularly serviced and maintained.
79. The Permit holder will not erect/place on the Land any sheds, containers or similar structures unless the prior written approval from the Minister has been obtained.

FUEL AND LUBRICANTS

80. All fuel will be stored in safe, secure double skinned containers.
81. The Permit holder will comply with Health and Safety at Work (Hazardous Substances) Regulations 2017 and the requirements for the storage of hazardous substances, including fuel.
82. The Permit holder will ensure that appropriate equipment is kept on site to deal with any fuel spills. All spills will be cleaned up as soon as practicable.
83. Any fuel or lubricant spill greater than approximately 1 litre, will be reported to the Minister at the earliest opportunity including the amount spilled, remedial action undertaken, and any further actions required to fully remediate the site.
84. The Permit holder will ensure that any refuelling, lubrication and/or maintenance and mechanical repairs on machinery are undertaken in an appropriate area where any spillages can be contained. No maintenance or refuelling is to take place within 20m of any waterway.

FIRE MANAGEMENT

85. The Permit holder will keep a fire extinguisher on-site at all times.

PUBLIC ACCESS

86. The Permit holder will not prevent public access to the Land or parts of the Land unless written approval to do so has been obtained from the Minister. This is because closure under the Conservation Act 1987, for reasons including public safety, must be undertaken following issue of a notice.

DOGS

87. The Permit holder will not take any dog or other domestic animal on to the Land unless written approval to do so has been obtained from the Minister.

REHABILITATION

88. During operations and upon completion of Mining and Mining operations the Permit holder will restore the landforms and vegetation of all disturbed areas to at least the same ecological and landform quality prior to Mining and to the satisfaction of the Minister.
89. The Permit holder will ensure that rehabilitation is undertaken progressively, unless authorised by the Minister to remain open for such a period that the Minister considers appropriate.

90. Backfilling of the mine pit shall only be cleanfill overburden materials sourced from within the site.
91. No pest plant species existing on the land prior to Mining or Mining Operations or listed in the Southland Regional Pest Management Strategy, shall be planted on the land.
92. Rehabilitation of the Land will be undertaken in accordance with a Rehabilitation Management Plan to be submitted by the Permit holder to the Minister prior to mining operations commencing on the Land, for the Minister's approval, not to be unreasonably withheld.

WEED MANAGEMENT

93. The Permit holder will ensure that all plant and equipment to be used for Mining and Mining operations are clean and free of any soil and exotic weed/seed material prior to entering the Land.
94. The Permit holder will control any exotic weeds (including, but not limited to; broom, pampas, buddlia and knotweed) on the Land for a term of 2 years after Mining and Mining Operations have been completed, to the satisfaction of the Minister.
95. The Permit holder will supply an annual memo/report describing rehabilitation progress, weed ingress and control for the first 2 years post completion of Mining and Mining Operations.

REMOVAL OF MATERIAL

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

DIDYMO

97. The Permit holder will comply with all guidelines and notice put and notices put out by Biosecurity New Zealand regarding measures to avoid spreading the pest organism *Didymosphenia geminata* and any other pest organism identified during the term of this Access Arrangement. Refer to www.biosecurity.govt.nz

HISTORIC SITES

98. The Permit Holder shall ensure that all personnel involved in ground disturbance activities are trained in the requirements of the Accidental Discovery Protocol,

identification of archaeological sites, koiwi tangata (human skeletal remains), taonga and/or artefact material.

99. Upon the discovery of any historic archaeological object or artefact not authorised for destruction, damage or modification by Heritage New Zealand Pouhere Taonga, the Permit holder shall immediately cease Mining and Mining operations for 20m around the site and protect from damage any such object or artefact and shall forthwith notify the Minister. Conditions protecting the historical or archaeological object or artefact, shall be defined by the Minister and/or Heritage New Zealand Pouhere Taonga, and will be adhered to by the Permit holder.
100. The Permit holder will be required to record the location and details of any historic site and object/artefact found on, in or under the Land. The Permit holder will protect from damage any historic site and object/artefact, and contact the Department on finding any such sites and objects/artefacts.

CULTURAL SITES

101. The Permit Holder will be required to record the location and details of any cultural site and/or object/artefact found on, in or under the Land including Koiwi Tangata (human bones) or Taonga (artefacts/middens). On finding such site or object/artefact the Permit Holder will cease work immediately and contact the Minister.

POUNAMU

102. The Permit Holder acknowledges that pounamu (including all nephrite, semi-nephrite, bowenite and serpentine) is under the ownership of Te Rūnanga o Ngāi Tahu pursuant to the Ngāi Tahu (Pounamu Vesting) Act 1997.
103. No pounamu may be removed or recovered by the Permit Holder or its employees unless written authorisation is first entered into with Te Rūnanga o Ngāi Tahu. Where any pounamu is found by the Permit Holder or its employees on or under the Land during the course of operations the Permit Holder is required to immediately notify the Minister.

THIS AGREEMENT for an Access Arrangement pursuant to section 61 of the Crown Minerals Act 1991 dated 18th December 2025 between His Majesty the King in Right of New Zealand ("**Crown**") acting by and through the Minister of Conservation and the Minister for Resources (hereinafter referred to as "the Ministers") and **Waikaka Gold Mines Limited** (hereinafter referred to as the "Permit holder").

WHEREAS

- (a) The Land described in the First Schedule is administered by the Department of Conservation pursuant to section 24(3) of the Conservation Act 1987 and the Minister of Conservation is responsible for that Department;
- (b) The Minister for Resources, through the Ministry of Business, Innovation and Employment, administers the Crown Minerals Act 1991 (the Act). The purpose of the Act is to promote prospecting for, exploration for, and mining of Crown owned minerals for the benefit of New Zealand;
- (c) The Permit holder was granted Mining Permit 61164 by the Minister for Resources' delegate pursuant to section 25 of the Act. That permit grants the Permit holder the right to prospect for, explore for and mine gold in the land to which the permit relates;
- (d) Mining Permit 61164 is classified as a Tier 1 permit pursuant to section 2B of the Act;
- (e) The Permit holder pursuant to section 59 of the Act has requested an Access Arrangement in respect of the Land described in the First Schedule to conduct mining operations;
- (f) Pursuant to section 61(1AA) the decision of whether or not to enter into an initial Access Arrangement in relation to a Tier 1 permit is with the Ministers; and
- (g) Although this Access Arrangement is entered into by the Ministers, on behalf of His Majesty the King, the administration of the Access Arrangement together with matters relating to the Permit holder's access to and use of the Land is the responsibility of the Department. The Ministry of Business, Innovation and Employment is responsible for matters relating to the minerals permit.

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

1. **INTERPRETATION**

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

"Act" means the Crown Minerals Act 1991.

"Annual Work Programme" and "Work Programme" means the Work Programme referred to in Condition 7(b).

"Department" means the Department of Conservation.

"Mining" has the meaning as defined in section 2 of the Act.

"Mining operations" means operations in connection with mining, exploring, or prospecting for any Crown owned mineral and authorised by this Access Arrangement.

"Mining permit" means a mining permit granted under the Act.

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

"Manager" means the person for the time being holding office of Operations Manager, Murihiku District, Southland Region of the Department of Conservation and includes any person authorised by the Manager to act on his or her behalf in respect of this agreement.

"Minister" means the Minister of Conservation and includes his or her delegate, the Director-General, and his or her authorised officers (including the Operations Director, Operations Manager, Permissions and Land Director and Permissions and Land Manager), employees, agents or contractors.

"Ministers" means the Minister of Conservation and the Minister for Resources (or their respective delegates).

"Permit holder" has the meaning as defined in section 2 of the Act and includes its servants, agents, contractors and assignees operating under MP61164.

"Resource Consents" means consents issued under the Resource Management Act 1991.

ASSIGNMENT

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

COMPENSATION

3. Pursuant to section 76 of the Act, the Permit holder will pay the Minister:
 - a) \$6,000.00 + GST per annum for the intrusion of an industrial operation on the Land as a result of Mining operations, to be paid at the time of presentation of an Annual Work Programme for the succeeding 12 months; and
 - b) \$4,000.00 + GST per hectare of land disturbed by mining operations.

All Land is delineated within the First Schedule of this Access Arrangement.

All compensation amounts are to be annually reviewed for changes in the Consumer Price Index (CPI) and adjusted accordingly. Compensation will be paid by the Permit holder upon receiving an invoice from the Department or at the time of presentation of an Annual Work Programme, prior to commencing of Mining and Mining operations, with 3(a) being paid in advance and 3(b) being paid in arrears. All compensation is payable into a Department of Conservation administered trust account for conservation purposes in the Southland Region.

4. Upon expiry of each Work Programme, the Permit holder will submit to the Minister a summary of all compensation payable for the Work Programme Period. The summary will include a description of all land disturbed and rehabilitated (if any).

COMPENSATION FOR ANY UNAUTHORISED DISTURBANCE

5. The Minister may require the Permit holder to pay additional compensation for any breaches of this Access Arrangement and/or Mining and Mining operations carried out by the Permit holder, its contractor, employee and/or Tributer on the Land or on other adjoining or proximate land administered by the Department outside of the Land **NOT** authorised by this Access Arrangement. Such additional compensation will be for an amount solely determined by the Minister.

ADMINISTRATION COSTS

6. Pursuant to section 76 of the Act the Permit holder will also pay to the Minister:
 - (a) All actual and reasonable costs to cover the administrative costs of processing this Access Arrangement; and
 - (b) The actual and reasonable costs of administering this Access Arrangement. As a minimum a Management Fee of \$250.00 + GST per annum will be invoiced; and
 - (c) The actual and reasonable costs of monitoring compliance of the conditions in this Access Arrangement including all associated inspections of the Land by the Department.

PRECONDITIONS BEFORE ENTRY TO LAND FOR MINING

7. The Permit holder will not enter in or on to the Land for the purpose of commencing Mining and Mining operations until:
 - (a) The documents referred to in Condition 9 have been supplied to the Minister; and
 - (b) The Permit holder has submitted to the Minister an Annual Work Programme in accordance with Condition (d)b)67 in the Second Schedule; and

- (c) Any payments referred to in Conditions 3, 6, 5, 15 and 21 which are due and owing have been paid; and
 - (d) The Minister has approved the plans required to be submitted by Condition 7(b) and has issued the Permit holder with an Authority to Enter and Operate as provided by Condition 10.
- 8. The Minister may require the Permit holder to vary the proposed Annual Work Programme to ensure the Mining and Mining operations are not inconsistent with the conditions of this Access Arrangement. Where required by the Minister the Permit holder will amend the proposed Annual Work Programme accordingly.
- 9. The Permit holder will seek an Authority to Enter and Operate from the Minister. At the time of seeking an Authority to Enter and Operate, the Permit holder will submit to the Minister:
 - a) A copy of the insurance policies, annual certificate proof of cover and guarantees or bonds as required in Conditions 20 and 21 and
 - b) A copy of the Mining permit granted pursuant to section 25 of the Act; and
 - c) A copy of all resource consents granted under the Resource Management Act 1991, and a copy of any reports that the Permit holder has been required to submit to the consent authority as a requirement of any resource consent relating to the Mining permit.
- 10. Upon the Minister being satisfied that the requirements of Conditions 7, 8 and 9 have been met, the Minister will issue the Permit holder with a written "Authority to Enter and Operate" permitting the Permit holder to enter in or on to the Land to commence Mining and Mining operations for a period of 12 months, unless the Mining permit has a lesser term remaining.
- 11. A breach or failure to comply with the requirements of the documents referred to in Condition 7(b), and approved by the Minister, shall be deemed to be a breach of this Access Arrangement, and shall entitle the Ministers to exercise any rights or powers which arise from a breach of or failure to comply with the terms of this Access Arrangement.
- 12. Prior to the expiry of the first Authority to Enter and Operate, and each subsequent Authority to Enter and Operate thereafter, the Permit holder will submit to the Minister for approval a further Annual Work Programme and any other plans or amended plans as required by Condition 7(b) and any other requirements of Conditions 7, 8 and 9 for the succeeding 12 month period (or a lesser period if considered appropriate by the Permit holder).
- 13. Except as permitted by the Minister, the Permit holder will not after the expiry of an Authority to Enter and Operate, undertake any work prior to each subsequent Authority to Enter and Operate has been issued by the Minister pursuant to Condition 9.

14. The Minister will not unreasonably fail to grant a subsequent Authority to Enter and Operate where the Permit holder has supplied all the required documentation and made all the payments required by Condition 10, and the further Annual Work Programme is consistent with the project description contained in the application for this Access Arrangement or any variation(s) to this Access Arrangement and the conditions of this Access Arrangement.
15. Pending the granting of a subsequent Authority to Enter and Operate the Minister may in his or her discretion, issue an interim Authority to Enter and Operate providing the documents and payments required by Condition 10 have been submitted.

INDEMNITIES

16. The Permit holder will indemnify and keep indemnified the Ministers against all claims by any person in respect of any injury, loss or damage (including fire damage) caused or suffered as a result of or arising out of any act or omission of the Permit holder, or otherwise caused as a result of the Mining and Mining operations on the Land.
17. If due to the Permit holder's Mining or Mining operations the Land or any part of it is assessed as rateable land under the Local Government (Rating) Act 2002, or any amendment to that Act, or the introduction of a new Act in substitution for it, the Permit holder is to pay any of the rates which may be struck in respect of the Land and/or the Mining or Mining operations; but the Permit holder and the Minister of Conservation expressly agree that such payment is not to constitute an acknowledgement of exclusive possession by the Permit holder of the Land.
18. The Ministers will not be liable for and do not accept any responsibility for damage or interference to the Mining and Mining operations, equipment, buildings or structures, held or erected on the Land due to any cause whatsoever including (without restriction) any acts or omissions by the Ministers, their servants, agents, or contractors (other than acts or omissions arising from the wilful misconduct of the Ministers, their servants, agents or contractors), natural disaster, vandalism, sabotage, fire, exposure to the elements or any other cause whatsoever.
19. The Permit holder will take all reasonable steps to protect the safety of persons present on the Land during Mining and Mining operations and between work periods and will, when required by the Minister, erect protective fencing or erect signposts warning the public of any dangers that may be encountered as a result of the Mining and Mining operations. The Permit holder will take all reasonable steps to mitigate any dangers to the public and will clearly mark any that remain.
 - (a) Where the Permit holder, to ensure the safety of the public, employees, plant and equipment, requests the Minister to close public access to the Land the Minister may do so if he or she considers it appropriate.

- (b) The Permit holder will give the Minister reasonable notice of its request so that the Minister can ensure that all reasonable steps are taken to ensure members of the public are made aware of the closure and the reasons for it.
- (c) The Permit holder will be responsible for the costs of ensuring that the public is made aware of the closure.

INSURANCE

- 20. Prior to commencing Mining and Mining operations, the Permit holder will effect and maintain, during the term of this Access Arrangement, insurance cover for an amount of **\$1,000,000.00** for public liability and **\$500,000.00** for third party vehicle. The Minister may from time to time require the cover of any insurance to be increased to such an amount as considered reasonably necessary.

BONDS

- 21. Prior to commencing Mining and Mining operations on the Land, the Permit holder shall provide a bond to ensure compliance by the Permit holder with the conditions of this Access Arrangement and resource consents. The bond may be either in cash or as a surety from a trading bank, insurance company or bond guarantor acceptable to the Minister. In the case of two or more parties jointly and severally, the surety must execute in favour of, and be on terms acceptable to, the Minister.
- 22. The bond shall be held by stakeholder to be agreed between the Minister, the Gore District Council, the Southland Regional Council, Land Information New Zealand and the Hokonui Runanga Incorporated (together "the Bond Holders").
- 23. The amount of bond or surety shall be set following an independent risk assessment submitted by the Permit holder to the satisfaction of the Bond Holders. The portion of the bond/surety relating to this Access Arrangement shall be equivalent to 80 percent confidence level of the full and faithful performance by the Permit holder of the obligations under this Access Arrangement. This percentage is in recognition of the lower 'default' risk posed by the Permit holder.
- 24. The risk assessment and bond or surety amount will be reviewed annually at the time of submitting an annual work programme to the Bond Holders. The bond sum may be increased or decreased, or the structure or framework of the bond or term of the bond be changed, having regard to the outcome of the risk assessment. Any approved bond adjustment may be put in place by the Permit holder within two months of approval of the Annual Work Programme and issue of an Authority to Enter and Operate. The cost of risk assessments is to be borne by the Permit holder.
- 25. Notwithstanding variation (including as to term), expiry, surrender, or termination of the Access Arrangement or completion of the Permit holder's Mining and Mining operations, the bond is to remain in full force and effect until

such time as all the Permit holder's obligations under this Access Arrangement and resource consents have been complied with to the satisfaction of the Bond Holders. For clarity, Bond Holder approval is in respect to their specific regulatory or stakeholder capacity.

26. In the event that the Permit holder breaches or fails to carry out any condition of this Access Arrangement and the resource consents or if there is an adverse effect to the Land and its natural resources whether during or after the completion of the Mining and Mining operations which is not permitted by this Access Arrangement, and could not have reasonably been foreseen, the Permit holder will take all action necessary to mitigate or remedy those breaches or adverse effects. If the Permit holder fails to do rectify breaches or adverse effects to the Minister's satisfaction, the Minister may undertake any necessary action to do so and recover the costs associated with undertaking the work by calling on the bond or any portion of it to ensure compliance with the conditions or to remedy or mitigate the adverse effects to the Land.
27. Release of the bond or surety or any portion of it remaining after satisfaction of Clause 26 will only be after unanimous approval of all Bond Holders, such approval not to be unreasonably withheld.

FIRE PRECAUTIONS

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

PROTECTION OF THE ENVIRONMENT

29. The Permit holder will ensure that in respect of all Mining and Mining operations under this Access Arrangement:
 - (a) Environmental disturbance is minimised and land affected by Mining and Mining operations is kept stable and free from erosion.
 - (b) There is no land disturbance other than that authorised under this Access Arrangement.
 - (c) All indigenous flora and fauna are protected except for disturbance authorised under this Access Arrangement.

- (d) No debris, rubbish or other dangerous or unsightly matter will be deposited in or on the Land, or any pollution will occur of any water body, except as permitted by this Access Arrangement and any resource consent granted under the Resource Management Act 1991.
- (e) There will be no destruction, damage or modification to any archaeological site in the area (as defined by the Heritage New Zealand Pouhere Taonga Act 2014) without the authority of the Heritage New Zealand Pouhere Taonga Board of Trustees obtained under section 48 of that Act. The Permit holder will produce such authority to the Minister.
- (f) Any *protected New Zealand object, or taonga tūturu* (as defined by the Protected Objects Act 1975), or object of historic significance found in the area or on the Land shall be left *in situ*, and the Minister and Secretary of Internal Affairs notified as soon as reasonably practicable.
- (g) Every person under the Permit holder's control entering on to the Land complies with the provisions of this Condition (Condition 29).

SUPPLY OF INFORMATION

- 30. The Permit holder will, upon request, lodge with the Minister copies of the renewal of, or substitution for, any insurance policies including receipts for payment of premiums, any variations to bonds and evidence that the bonds are in force.
- 31. The Permit holder will provide to the Minister all information required from time to time by the Minister in respect of the use of the Land and any buildings or equipment thereon including any details concerning the Mining and Mining operations and details concerning the numbers of people employed by the Permit holder or permitted or allowed by the Permit holder to come onto the Land.
- 32. The Permit holder will submit to the Minister a copy of any application lodged with the Minister for Resources to vary the minerals permit covering the Land including any application to transfer all or any of the interest in the Mining permit to another person or party, under section 41 of the Act, and any application of change of control under section 41AC of the Act.
- 33. The Permit holder will apply for a variation to this Access Arrangement should it wish to undertake Mining or Mining activities on any land managed or administered by the Minister within any variation to the Minerals Permit granted by the Minister for Resources that is not already covered by this Access Arrangement. Should this be a variation to allow access for the purpose of significant exploration or mining activities then this will be a joint decision between the Ministers.
- 34. Notwithstanding Condition 33 it will be at the Minister's (or Ministers') discretion as to whether any variation applied for in accordance with Condition 33 is approved or not.

MONITORING

35. The Permit holder will allow the Minister, or any other person authorised by the Minister to enter in or on to the Land at any time:
- (a) To inspect the Land or to consider approval of any Annual Work Programme or other plans, or to monitor compliance with the conditions of this Access Arrangement.
 - (b) To undertake any work necessary for the exercise of the Minister's functions and powers in respect of the Land provided that such work will not unnecessarily interfere with the Permit holder's rights under this Access Arrangement.
36. Monitoring may include but is not limited to, the taking of soil and water samples, and the taking of a photographic record of activities occurring on the Land subject to the Access Arrangement.

BANKRUPTCY OR INSOLVENCY

37. If the Permit holder becomes bankrupt, insolvent or has a receiving order made against it or is wound up or otherwise cease to function or carries on its business under a receiver for the benefit of creditors the Ministers may either:
- (a) Terminate this Access Arrangement forthwith by notice in writing to the Permit holder or to the receiver or liquidator or to any person in whom the Access Arrangement may become vested; or
 - (b) Give such receiver or liquidator or other person the option of continuing the Access Arrangement subject to the provision of a guarantee by one or more guarantors of any bond given, on terms acceptable to the Ministers for the due and faithful performance of the Access Arrangement up to an amount to be determined by the Ministers.
 - (c) Any notice under Condition 39 does not release the Permit holder from liability in respect of any breach of this Access Arrangement prior to the termination of the Access Arrangement or which survive termination.

TERM

38. The term of this Access Arrangement for Mining Permit 61164 will be for a period from 1 January 2026 to 31 December 2035, or for the term of Mining Permit 61164, whichever is the lesser.

TERMINATION

39. If the Permit holder is in breach, or fails to observe any of the conditions contained herein or the requirements of any approved Annual Work Programme or any other

approved plan, the Ministers will give written notice to the Permit holder specifying the default and requiring it to be remedied within 21 consecutive days. If the Permit holder fails to comply with such notice, then the Minister may revoke the Authority to Enter and Operate and Ministers may by notice in writing terminate this Access Arrangement.

40. Notwithstanding Condition 39, termination of this Access Arrangement will not release the Permit holder from liability in respect of any breach of this Access Arrangement.
41. Upon termination or expiry of this Access Arrangement the Ministers will not be liable to pay any compensation to the Permit holder whatsoever for any buildings, structures or improvements erected by the Permit holder. If requested by the Minister and prior to the completion of Mining and Mining operations the Permit holder will remove all such buildings and structures and improvements. The Permit holder will repair at its own expense all damage which may have been done by such removal and will leave the Land in a clean and tidy condition for restoration as set out in the Second Schedule of this Access Arrangement. If the Permit holder fails to remove any buildings within a reasonable time of the request, the Minister may undertake this work and recover the costs from the Permit holder or from the bond referred to in Condition 21.
42. The Permit holder is responsible for the acts and omissions of its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land). The Permit holder is liable under the Access Arrangement for any breaches of the terms of the Access Arrangement by its employees, contractors, agents, clients and invitees (excluding other members of the public accessing the Land), as if the breach had been committed by the Permit holder.

MISCELLANEOUS

43. If the Permit holder has:
 - (a) Not paid any compensation payment as provided by Condition 3; or
 - (b) Not submitted an Annual Work Programme to the Minister -

Before the lapse date of any resource consents, or within 5 years of the date of execution of this Access Arrangement, whichever is sooner, this Access Arrangement will terminate and cease to have any effect.

44. Any notice required to be addressed by any of the parties will in the absence of proof to the contrary be sent by ordinary post, facsimile or email during normal business hours and will be deemed to have been received by the other parties;
 - (a) In the case of posting by ordinary mail, on the second working day following the date of posting to the address for service; and
 - (b) In the case of facsimile transmission, when sent to the facsimile number for service provided in this agreement; and

- (c) In the case of email, when acknowledged by the party orally or by return email or otherwise in writing, except that return emails generated automatically shall not constitute an acknowledgement of receipt of the email.
45. The Minister's address, phone and email for service will be Department of Conservation, C/- National Transaction Centre PO Box 5244 Dunedin 9054, email transactioncentre@doc.govt.nz.
46. The Minister for Resources' address, phone and email for service will be C/- The National Manager Petroleum, Minerals & Offshore Renewable Energy, Resource Markets Branch, Ministry of Business, Innovation and Employment, 15 Stout Street, Wellington 6140, P O Box 1473; Ph. 0508 263 782; Email: nzpam@mbie.govt.nz.
47. The Permit holder's address, phone and email for service will be: Waikaka Gold Mining Limited C/- Ashton Wheelans Limited, Level 2, 83 Victoria Street, Christchurch 8013 and 027 229 4575 or noel.becker@waikaiagold.co.nz.

DISPUTE RESOLUTION

48. The parties agree to negotiate in good faith to resolve any differences which arise in connection with this Access Arrangement.
49. Failing resolution in accordance with Condition 48, any differences and disputes between the parties concerning this Access Arrangement, its interpretation, effect or implementation or any act or thing to be done in pursuant thereof (except as otherwise expressly provided) is to be referred to arbitration in New Zealand by a single arbitrator who is to be mutually agreed upon and, failing agreement, is to be appointed by the President of the New Zealand Law Society.

GENERAL

50. Except where inconsistent with this Access Arrangement, the Permit holder will comply with the provisions of any conservation management strategy or conservation management plan pursuant to Part IIIA of the Conservation Act 1987, together with any amendment or review of any strategy or plan.
51. The Permit holder will at all times comply with all statutes, ordinances, regulations, by-laws or other enactments affecting or relating to the Land or affecting or relating to the Mining and Mining operations including the Health and Safety at Work Act 2015, the Fire and Emergency New Zealand Act 2017, the Hazardous Substances and New Organisms Act 1996, the Crown Minerals Act 1991, the Resource Management Act 1991 and the Conservation Act 1987 and all Acts included in its First Schedule.
52. The Permit holder will comply with all conditions contained in this Access Arrangement and within 10 working days of a request in writing by the Ministers supply the Ministers with evidence of such compliance.

53. A breach or contravention by the Permit holder of any legislation affecting or relating to the Land or affecting or relating to the Mining and Mining operations will be deemed to be a breach of this Access Arrangement.
54. The Permit holder will only operate within the boundaries of the Land. Any Mining and Mining operations carried out by the Permit holder outside the boundary of Mining Permit 61164 is unlawful and constitutes an offence under the Act.
55. The Permit holder will not use any Land subject to this Access Arrangement for any purposes other than those specified in this Access Arrangement. Unless otherwise authorised by this Access Arrangement, or otherwise approved by the Minister, the Permit holder will not erect, install or operate anything on the Land other than that described in the approved Annual Work Programme or any other approved plans submitted in accordance with Condition 7(b).
56. Any transfer of the Land to a purchaser, transfers to that purchaser this Access Arrangement provided it has not expired.
57. The headings set out in this Access Arrangement have been inserted for convenience and will not in any way limit or govern the construction of this Access Arrangement.
58. Nothing in this Access Arrangement including Special Conditions in the Second Schedule will prevent the Ministers from participating in any statutory process in respect of any matter relating to Mining and Mining operations in or on the Land defined in this Access Arrangement.
59. The Permit holder shall comply with conditions attached to the Mining Permit, resource consents and this Access Arrangement. If any conditions attached to the Mining Permit and/or any resource consent obtained by the Permit holder are in the opinion of the Minister, or the Ministers, as the case may be, inconsistent with this Access Arrangement the Minister or the Ministers, as the case may be, may review the provisions of this Access Arrangement and this Access Arrangement may be varied accordingly.
60. If, in the opinion of the Ministers, the Mining and Mining operations of the Permit holder are having, or may have an adverse effect on the natural, historic or cultural values of the Land, which are not permitted by this Access Arrangement and could not have reasonably been foreseen, the Ministers may:
 - (a) Suspend the Mining and Mining operations or any part of the Mining and Mining operations, until the Permit holder remedies or mitigates such adverse effects to the extent satisfactory to the Minister; and/or
 - (b) Review the conditions of this Access Arrangement and impose any further conditions necessary to avoid, remedy or mitigate such adverse effects; and/or

- (c) Call on the Bond required under Condition 21 or any portion thereof to ensure such adverse effects which have occurred are remedied or mitigated.
61. The Ministers may suspend the Mining and Mining operations or any part of the Mining and Mining operations while the Ministers or any other enforcement agency investigates any of the Mining and Mining operations authorised by this Access Arrangement. The Ministers may also suspend this Access Arrangement while the Ministers or any other enforcement agency investigates any:
- (a) Potential breach of the terms and conditions of this Access Arrangement; or
 - (b) Possible offence by the Permit holder, its directors, employees, servants, agents, contractors or assignees under the Crown Minerals Act 1991; Conservation Act 1987, or any of the Acts listed in the First Schedule of that Act, or any other Act relevant to the Mining and Mining operations.
62. Any temporary suspension may, at the sole option of the Ministers be either in whole or in part, and be either immediate or after such time as the Ministers allow. Notice of such suspension will be given to the Permit holder in writing.
63. During any period of suspension all Mining and Mining operations on the Land will cease, other than activities necessary for the purposes of saving or protecting life or health, or preventing serious damage to property or avoiding an actual or likely adverse effect on the environment. The Permit holder will remain responsible for the health and safety, and environmental protection of the Land, and will continue to have access to the Land for these purposes during the term of any suspension, subject to any directions issued by the Ministers. The Permit holder will remain liable for all fees and payments required to be paid under this Access Arrangement during the term of any suspension.
64. The Ministers will not be liable to the Permit holder for any loss sustained by the Permit holder by reason of the suspension of the Access Arrangement under Conditions 60 and 63 including loss of profits or consequential loss.
65. The Permit holder must pay in full immediately on demand all costs and fees (including solicitor's costs and fees of debt collection agencies engaged by the Minister) arising out of and associated with steps taken by the Minister to enforce or attempt to enforce the Minister's rights and powers under this Access Arrangement including the right to recover outstanding money owed to the Minister.
66. Any failure by the Ministers to exercise any right or power under this Access Arrangement does not operate as a waiver and the single or partial exercise of any right or power by the Ministers does not preclude any other or further exercise of that or any other right or power by the Ministers.

Signed for and on behalf of His Majesty the King in Right of New Zealand ("**Crown**") acting by and through the Minister of Conservation by:

Date: 16/12/25



John McCarroll
Operations Manager, Murihiku District

Southern South Island Region,
Department of Conservation,
pursuant to a written delegation from the Minister of Conservation under the Crown Minerals Act 1991

in the presence of:

Name: Carl Jones

Signature: 

Address: Department of Conservation, 10 Sewell Street, Hokitika
Occupation: Senior Permissions Advisor

Signed for and on behalf of His Majesty the King in Right of New Zealand ("**Crown**") acting by and through the Minister for Resources by:

Date: 18/12/25



John Buick-Constable
National Manager, Petroleum, Minerals & Offshore Renewable Energy,
Ministry of Business, Innovation and Employment,
Pursuant to a written delegation from the Minister for Resources under the Crown Minerals Act 1991.

In the presence of:

Name: Aidan Allan

Signature: 

Address: Ministry of Business, Innovation and Employment, 15 Stout Street, Wellington

Occupation: Principal Minerals Advisor

Signed on behalf of **Waikaka Gold Mines Limited**

Name: Warren David BATT (Director)

Signature:

AND

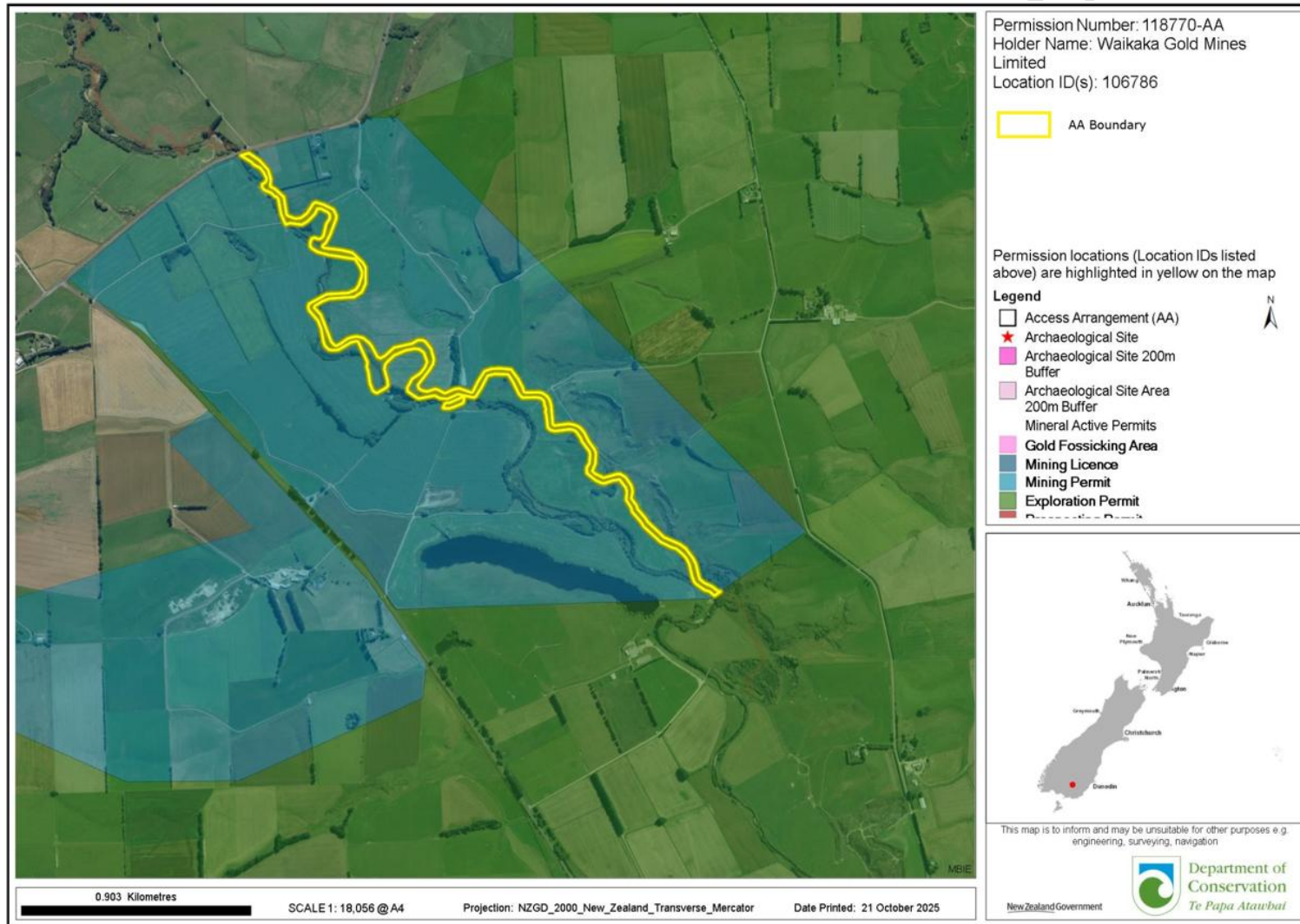
Name: Peter John CARNAHAN (Director)

Signature:

Copy for Information only

FIRST SCHEDULE

The Permit holder, subject to the conditions contained in this Access Arrangement, will have access to approximately 9.75 hectares of Marginal Strip – Waikaka Stream contained within Mining Permit 61164, specifically for mining and mining operations in the locations shown on the map below:



SECOND SCHEDULE

SPECIAL CONDITIONS: ACCESS ARRANGEMENT FOR MINING PERMIT 61164

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

ANNUAL WORK PROGRAMME CONDITIONS

67. Before undertaking any Mining and Mining operations under this Access Arrangement, the Permit holder will submit to the Minister for approval the first Annual Work Programme and thereafter annually submit for approval a new Work Programme for the succeeding 12-month period.

The Annual Work Programme will include:

- a) A recent aerial photograph or plan at an appropriate scale showing the Mining permit boundary and the conservation land boundary and the location of all proposed Mining and Mining operations for the forthcoming 12 months.
 - b) A description of all Mining related activities including operations, mitigation measures, monitoring and reporting carried out in the previous 12 months.
 - c) A detailed description of all Mining operations, mitigation measures, monitoring and reporting intended to be carried out in the next 12 months with an approximate timetable of events.
 - d) A description and analysis of any unexpected adverse effect on the environment that has arisen as a result of activities within the last 12 months and the steps taken to mitigate or remedy any effects that resulted.
 - e) Any other information required by other conditions of this agreement or that is required by any resource consent held by the Permit holder relating to this Mining operation.
68. On completion of each work programme, the Permit holder will inform the Department as to the number of trees removed and their respective diameter at breast height.
69. The Permit holder will undertake all work in accordance with the approved Annual Work Programme and Environmental Management Plan (EMP) approved certified by Environment Southland.
70. The Permit holder may, at any time, submit to the Minister for approval an amended Annual Work Programme.

AUTHORISED ACTIVITIES

71. Subject to these Special Conditions and approval of an Annual Work Programme the Permit holder may undertake the Mining and Mining Operations on the land delineated on the Map in the First Schedule of this Access Arrangement.
72. The Permit holder will undertake all Mining and Mining operations on the Land in accordance with the Mining Permit, the Access Arrangement application lodged by the Permit holder, this Access Arrangement approved by the Ministers, an Authority to Enter and Operate issued by the Minister in accordance with Condition 9 and any resource consents. In the event of inconsistency, the Access Arrangement and Authority to Enter and Operate shall prevail over the application for Access Arrangement.

VEGETATION CLEARANCE

73. The Permit holder will ensure that vegetation and topsoil are separately stockpiled for later use in rehabilitation. All vegetation will be retained for rehabilitation purposes.

WATER MANAGEMENT

74. All earthworks shall be carried out in accordance with a site-specific Erosion and Sediment Control Plan (ESCP).
75. The Permit holder may only take, dam or discharge into any waterways on the land for the purpose of creating temporary diversions of the entire flow into/from temporary diversion channels and reinstating the flow back to its original course. This must be done in accordance with a Temporary Diversion Management Plan (TDMP) certified by Environment Southland.
76. The Permit Holder shall ensure that fish passage is not impeded by Mining and Mining Operations.
77. The Permit Holder shall take all practical steps to ensure any stormwater and mine water discharged onto the land or any waterways on the land does not exceed that permitted under resource consent conditions.

MACHINERY AND STRUCTURES

78. The Permit holder will ensure that all equipment and machinery is kept in good working order and is regularly serviced and maintained.
79. The Permit holder will not erect/place on the Land any sheds, containers or similar structures unless the prior written approval from the Minister has been obtained.

FUEL AND LUBRICANTS

- 80. All fuel will be stored in safe, secure double skinned containers.
- 81. The Permit holder will comply with Health and Safety at Work (Hazardous Substances) Regulations 2017 and the requirements for the storage of hazardous substances, including fuel.
- 82. The Permit holder will ensure that appropriate equipment is kept on site to deal with any fuel spills. All spills will be cleaned up as soon as practicable.
- 83. Any fuel or lubricant spill greater than approximately 1 litre, will be reported to the Minister at the earliest opportunity including the amount spilled, remedial action undertaken, and any further actions required to fully remediate the site.
- 84. The Permit holder will ensure that any refuelling, lubrication and/or maintenance and mechanical repairs on machinery are undertaken in an appropriate area where any spillages can be contained. No maintenance or refuelling is to take place within 20m of any waterway.

FIRE MANAGEMENT

- 85. The Permit holder will keep a fire extinguisher on-site at all times.

PUBLIC ACCESS

- 86. The Permit holder will not prevent public access to the Land or parts of the Land unless written approval to do so has been obtained from the Minister. This is because closure under the Conservation Act 1987, for reasons including public safety, must be undertaken following issue of a notice.

DOGS

- 87. The Permit holder will not take any dog or other domestic animal on to the Land unless written approval to do so has been obtained from the Minister.

REHABILITATION

- 88. During operations and upon completion of Mining and Mining operations the Permit holder will restore the landforms and vegetation of all disturbed areas to at least the same ecological and landform quality prior to Mining and to the satisfaction of the Minister.
- 89. The Permit holder will ensure that rehabilitation is undertaken progressively, unless authorised by the Minister to remain open for such a period that the Minister considers appropriate.

90. Backfilling of the mine pit shall only be cleanfill overburden materials sourced from within the site.
91. No pest plant species existing on the land prior to Mining or Mining Operations or listed in the Southland Regional Pest Management Strategy, shall be planted on the land.
92. Rehabilitation of the Land will be undertaken in accordance with a Rehabilitation Management Plan to be submitted by the Permit holder to the Minister prior to mining operations commencing on the Land, for the Minister's approval, not to be unreasonably withheld.

WEED MANAGEMENT

93. The Permit holder will ensure that all plant and equipment to be used for Mining and Mining operations are clean and free of any soil and exotic weed/seed material prior to entering the Land.
94. The Permit holder will control any exotic weeds (including, but not limited to; broom, pampas, buddlia and knotweed) on the Land for a term of 2 years after Mining and Mining Operations have been completed, to the satisfaction of the Minister.
95. The Permit holder will supply an annual memo/report describing rehabilitation progress, weed ingress and control for the first 2 years post completion of Mining and Mining Operations.

REMOVAL OF MATERIAL

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

DIDYMO

97. The Permit holder will comply with all guidelines and notice put and notices put out by Biosecurity New Zealand regarding measures to avoid spreading the pest organism *Didymosphenia geminata* and any other pest organism identified during the term of this Access Arrangement. Refer to www.biosecurity.govt.nz

HISTORIC SITES

98. The Permit Holder shall ensure that all personnel involved in ground disturbance activities are trained in the requirements of the Accidental Discovery Protocol,

identification of archaeological sites, koiwi tangata (human skeletal remains), taonga and/or artefact material.

99. Upon the discovery of any historic archaeological object or artefact not authorised for destruction, damage or modification by Heritage New Zealand Pouhere Taonga, the Permit holder shall immediately cease Mining and Mining operations for 20m around the site and protect from damage any such object or artefact and shall forthwith notify the Minister. Conditions protecting the historical or archaeological object or artefact, shall be defined by the Minister and/or Heritage New Zealand Pouhere Taonga, and will be adhered to by the Permit holder.
100. The Permit holder will be required to record the location and details of any historic site and object/artefact found on, in or under the Land. The Permit holder will protect from damage any historic site and object/artefact, and contact the Department on finding any such sites and objects/artefacts.

CULTURAL SITES

101. The Permit Holder will be required to record the location and details of any cultural site and/or object/artefact found on, in or under the Land including Koiwi Tangata (human bones) or Taonga (artefacts/middens). On finding such site or object/artefact the Permit Holder will cease work immediately and contact the Minister.

POUNAMU

102. The Permit Holder acknowledges that pounamu (including all nephrite, semi-nephrite, bowenite and serpentine) is under the ownership of Te Rūnanga o Ngāi Tahu pursuant to the Ngāi Tahu (Pounamu Vesting) Act 1997.
103. No pounamu may be removed or recovered by the Permit Holder or its employees unless written authorisation is first entered into with Te Rūnanga o Ngāi Tahu. Where any pounamu is found by the Permit Holder or its employees on or under the Land during the course of operations the Permit Holder is required to immediately notify the Minister.