

FRASERS TAILINGS STORAGE FACILITY AND INNES MILL PIT

Consent numbers correspond to those listed in Table 4.2 of the Assessment of Environmental Effects.

New consents and conditions are denoted by blue highlight

Use document headings to navigate between consents and corresponding appendices.



ORC changes in red text (additions) and strikethrough (deletions)

RM24.184.01

Condition Number	Proposed Conditions
RM24.184.01	
Discharge Permit	
	To discharge mine tailings and contaminants from mine tailings to land and to water for the purpose of disposing of mine process tailings in Frasers Tailings Storage Facility.
	For a term expiring: 1 October 2046
	Location of consent activity:
	Macraes Gold Project, approximately 2.7 kilometres north-east of the intersection of Macraes Road and Red Bank Road, Macraes Flat.
	Legal description of consent location:
	Section 4 SO 24124; Section 5 SO 24124; Lot 2 DP 21220; Section 36 Block II Highlay SD; Part Section 6 Block II Highlay SD; Part Section 8 Block II Highlay SD; Section 7 Block II Highlay SD; Section 2, Block II Highlay SD; Section 27 Block II Highlay SD; Section 28 Block II Highlay SD; Section 29 Block II Highlay SD; Section 30 Block II Highlay SD; Section 49 Block II Highlay SD; Part Lot 1 DP 21220; Section 10 SO 24927; Part Section 1 SO 23828; Section 2 SO 23828; Section 12 SO 331188; Section 15 SO 331188; Section 16 SO 331188; Section 4 SO 429137; Road Reserve.
	Map reference: Within a 1 kilometre radius of NZTM2000 E1401200 N4972400
Conditions	
Specific	
1	This consent must not commence until Discharge Permit RM23.868.01 has been surrendered or has expired.
2	This consent must be exercised in conjunction with Water Permit RM24.184.02, Water Permit RM24.184.03, Discharge Permit RM10.351.52 and any subsequent variations or replacements of these consents.

Condition Number	Proposed Conditions
3	<p>The discharge of tailings must be carried out in accordance with the plans and all information submitted with the application, detailed below, and all referenced by the Consent Authority as consent number RM24.184.</p> <ul style="list-style-type: none"> (a) Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025); (b) Response to s92(1) Request for Further Information, dated 15 October 2024; and (c) Response to s92(1) Request for Further Information, dated 5 February 2025. <p>If there are any inconsistencies between the above information and the conditions of this consent, the conditions of this consent will prevail.</p>
NEW	<p>The Consent Holder must follow the process set out below for any plans, documents, designs or specifications (hereafter referred to as 'documents') requiring written certification from Otago Regional Council (Council):</p> <ul style="list-style-type: none"> a) Documents requiring written certification must be submitted to Council in electronic and hard copy form. b) Subject to (c) and (e) below, works to which the documents relate must not commence until the Consent Holder has received written certification from Council. c) If the Consent Holder has not received a response from Council stating that the documents are under review within 20 working days of the date of submission under (a) above the documents must be deemed to be certified. <p><i>Advice Notes: If the Council, or Council's response is that that they are not able to certify the documents the Council is expected to provide the Consent Holder with reasons and recommendations for changes to the documents in writing. For the purposes of this condition a Council response may include confirmation that:</i></p> <ul style="list-style-type: none"> • <i>The document has been received and review has begun, or has been sought from external peer reviewers.</i> • <i>The document has been received, and cannot be certified until aspects of the contents are rectified.</i> • <i>The document is certified.</i> <p>d) The Consent Holder must consider the Council's reasons and recommendations and resubmit amended documents for written certification.</p>

Condition Number	Proposed Conditions
	<p>e) If the Consent Holder has not received a response from the Council within 15 working days of the date of resubmission under (d) above, the documents may be deemed to be certified.</p> <p>f) If the Council's response is that they are still not able to certify the resubmitted documents then the Consent Holder must nevertheless implement the resubmitted documents with a notation that written certification of them has not occurred.</p> <p>h) Certified documents may be amended at the request of the Consent Holder at any time subject to written recertification undertaken in accordance with parts (a) to (f) of this condition with references in those clauses to certification to be read as recertification.</p>
4	The tailings must only be discharged within Frasers Pit to the area labelled 'Frasers Tailings Storage Area" south of and overlying Frasers Backfill embankment as shown on Appendix I to this consent.
5	The exercise of this consent must not result in tailings in Frasers Tailings Storage Facility reaching an elevation greater than approximately 420 metres RL.
6	<p>(a) Only mine tailings and contaminants derived from the Macraes Gold Project and Third-Party Concentrates that meet the criteria specified in Condition 7 and that are covered by the Third-Party Concentrate Management Plan required by Condition 12 may be discharged into the Frasers Tailings Storage Facility.</p> <p>(b) Mine tailings derived from Third-Party Concentrates must not make up more than 2.6 percent of all tailings discharged into the Frasers Tailings Storage Facility in any three-month period.</p> <p>(c) A maximum of 120,000 tonnes per annum of tailings derived from Third-Party Concentrates may be discharged in the Frasers Tailings Storage Facility.</p> <p>(d) The Consent Holder must either blend or batch process tailings derived from Third-Party Concentrates with material from the Macraes Gold Project in accordance with the Third-Party Concentrate Management Plan required by Condition 12.</p>
7	<p>All ore concentrate derived from Third-Party sources must meet the following criteria:</p> <p>(a) Sulphide sulphur greater than 8 percent (%);</p> <p>(b) Antimony content not to exceed 5%;</p> <p>(c) Copper content not to exceed 0.5%;</p>

Condition Number	Proposed Conditions
	<p>(d) Gold to sulphur ratio greater than 3;</p> <p>(e) Fluorine content not to exceed 5 parts per million (ppm);</p> <p>(f) Chloride content not to exceed 50 ppm;</p> <p>(g) Arsenic content not to exceed 40%; and</p> <p>(h) Iron levels greater than 25%.</p>
8	The list of acceptable ranges for key parameters in the tailings derived from Third-Party Concentrates must be established by an appropriately experienced and qualified geochemist prior to discharge and a copy of their assessment must be attached to the Third-Party Concentrate Management Plan, required by Condition 12 of this consent, as an appendix.
9	Except with the written agreement of the Consent Authority, the tailings must be discharged in a manner which results in the decant pond being located as far from the embankment as practicable, to allow for the formation of a coarser, stronger, and more permeable zone adjacent to the embankment when compared to the average properties within the impoundment.
Performance Monitoring	
10	The Consent Holder must notify the Consent Authority in writing at least ten working days prior to the commencement of the works authorised by this consent. Unless otherwise advised by the Consent Holder, this notice will be deemed given when the Consent Holder issues its notice of the surrender of RM23.868.01 in accordance with Condition 1.
	Prior to the first exercise of this consent, the Consent Holder must install instrumentation to effect continuous flow and electrical conductivity monitoring within the North Brand Waikouaiti River catchment, at a site or sites determined by a suitably qualified and experienced person to be appropriate to better understand the range and distribution of water quality parameters within relevant waterbodies in this catchment.
	Flow and water quality monitoring at locations targeting specific seepage discharges to better confirm site specific contributions and enable targeted mitigation. This should be undertaken at any existing discrete and cumulative seep locations. Toe construction of future WRSs should allow for seepage flows to be captured at discrete / cumulative locations for monitoring (i.e. a pipe capturing seepage flows that

Condition Number	Proposed Conditions
	concentrate at WRS toes in valleys, prior to mixing with surface water runoff). Flow and water quality monitoring should commence as soon as reasonably practicable following WRS construction.
NEW	Prior to the first discharge of tailings into the FTSF, the Consent Holder must ensure that the portal to the decommissioned Frasers Underground Mine Workings is permanently sealed to prevent seepage of mine impacted water through these workings.
NEW	<p>a) Within five years of the exercise of this consent, the Consent Holder must install and maintain groundwater monitoring wells within the modelled contaminant plume extent, at the locations shown as “proposed monitoring” in Appendices X and Y.</p> <p>b) The wells must be screened at appropriate intervals, informed by modelling predictions, to ensure appropriate characterisation of the contaminant plume.</p> <p>c) Representative samples must be taken from each monitoring well on a quarterly basis, with samples analysed for the following parameters:</p> <p>calcium magnesium potassium sodium bicarbonate carbonate chloride sulphate pH Conductivity Copper Iron Lead Total Inorganic Nitrogen Arsenic Groundwater level</p>

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	<p>d) Results of sample analysis must be compared with the predictions of the groundwater modelling undertaken for application RM24.184 for the purpose of model validation, and compared with historic data as relevant to determine any trends. Where monitoring data is inconsistent with the predictions of the models in relation to groundwater level, quality, or estimated contaminant transport times, the groundwater models must be updated.</p> <p>e) The Consent Holder must compile the results of all monitoring results, assessments, and modelling updates required under conditions and include these within the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>f) The results of any sample analysis must be provided to Council at any time upon request.</p>
11	<p>(a) No less than one month prior to the first exercise of this consent, the Consent Holder must submit to the Consent Authority an Operations, Maintenance and Surveillance Manual for the Frasers Tailings Storage Facility prepared in accordance with the requirements of the New Zealand Society on Large Dams Dam Safety Guidelines 2024.</p> <p>(b) The Consent Holder must ensure that the Operations, Maintenance and Surveillance Manual is reviewed by an appropriately qualified engineer with suitable experience in tailings storage facility construction and operation, appointed in consultation with the Consent Authority. A copy of the reviewer's report must be provided to the Consent Authority no less than one month prior to the first exercise of this consent.</p> <p>(c) The Consent Holder must exercise this consent in accordance with the Operations, Maintenance and Surveillance Manual. The Consent Holder must review the manual annually and if necessary, update it. Details of the review will be included in the Project Overview and Annual Work and Rehabilitation Plan, required by Condition 16. The Consent Authority must be provided with any updates of the manual within one month of any update occurring.</p> <p>(d) The results of annual dam safety inspections and comprehensive safety reviews must be submitted to the Consent Authority within three months of the inspection date.</p>
12	<p>(a) No less than three months prior to the first use of third-party concentrates, the Consent Holder must provide the Consent Authority with a Third-Party Concentrate Management Plan for certification in accordance with Condition X. This must include, but not be limited to:</p>

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	<ul style="list-style-type: none"> i. A description of the source of the Third-Party Concentrate(s), properties of the concentrate material, and the volumes to be processed; ii. Details on shipping, transportation and storage of the concentrate; iii. Details as to whether the concentrate will be batch processed or blended and the reasons for this; iv. Details of the parameters to be monitored both in the concentrate and in the tailings, analysis methods, and the frequency of monitoring; v. Provision of a list of acceptable ranges for key parameters in the concentrate tailings prior to discharge. The key parameters and acceptable ranges are to ensure long term environmental integrity of the tailings and as a minimum will include analysis for paste pH, ANC/MPA ratio, metals content and Synthetic Precipitation Leaching Procedure (SPLP) with leachate analysis for constituents that have acceptance criteria; and vi. Identification of actions to be taken in the event results fall outside the acceptable ranges and how this ensures environmental integrity. <p>(b) The Consent Holder must review the Third-Party Concentrate Management Plan annually and if necessary, update it. Any updated plan must be provided to the Consent Authority for certification in accordance with Condition X prior to implementation of the updated plan. must be provided with any updates of the plan within one month of the update occurring.</p> <p>(c) The Consent Holder must review the Third-Party Concentrate Management Plan prior to accepting a new or alternative source of third-party concentrate. Any updated plan must be provided to the Consent Authority for certification in accordance with Condition X prior to implementation of the updated plan must be provided with any revisions of the plan no less than one month prior to new or alternative third-party concentrate being processed.</p>
13	<p>(a) The Consent Holder must submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover activities associated with the Frasers Tailings Storage Facility over the forthcoming year. The Consent Holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan must include, but not be limited to:</p> <ul style="list-style-type: none"> i. A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining;

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	<ul style="list-style-type: none"> ii. A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; iii. A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; iv. An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; v. Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; vi. A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; vii. A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps; viii. A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a noncompliance event and/or any adverse effects on the environment; ix. Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Mitigation Plans and the Dust Management Plan; x. An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months; xi. A detailed section on rehabilitation including, but not limited to the following: <ul style="list-style-type: none"> • A description of rehabilitation planned for the next five years; • A description of proposed rehabilitation methods; • The details of the location, design (including shape form and contour) and construction of all permanent structures;

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	<ul style="list-style-type: none"> • Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months; • Drainage details for disturbed and recently rehabilitated areas; • Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and • Details of the management of areas previously rehabilitated. <p>xii. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;</p> <p>xiii. An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;</p> <p>xiv. An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;</p> <p>xv. A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and</p> <p>xvi. Any other information required by any other condition of this consent and any related consent.</p> <p>(b) The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the Consent Holder for mining operations at Macraes Flat.</p> <p>(c) The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.</p> <p>(d) The Consent Holder must exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>(e) The Consent Holder must design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>(f) Each year, the Consent Holder shall provide the Chairperson of Macraes Community Incorporated, Kai Tahu ki Otago, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Runanga o Otakau and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.</p>

Condition Number	Proposed Conditions
14	<ul style="list-style-type: none"> (a) The Consent Holder must submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mining operations for certification in accordance with Condition X. (b) The Site Decommissioning Plan must be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups. (c) The Site Decommissioning Plan must include, but not be limited to: <ul style="list-style-type: none"> i. A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings storage facilities, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire; ii. A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents; iii. Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment; iv. Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents; v. Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; vi. Details of management, any ongoing maintenance, monitoring and reporting proposed by the Consent Holder to ensure post-closure compliance with numerical standards and mitigation plans; and vii. Peer-reviewed findings of a geotechnical assessment undertaken for the purpose of determining an appropriate exclusion zone around the Frasers and Innes Mills Pit Lakes.
15	<p>The Consent Holder must maintain a record of any environmental complaints. The register must include, but not be limited to:</p> <ul style="list-style-type: none"> (a) The date, time, location and nature of the complaint; (b) The name, phone number, and address of the complainant, unless the complainant elects not to supply this information;

Condition Number	Proposed Conditions
16	<p>(c) Action taken by Consent Holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again.</p> <p>A record of these complaints must be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 14 of this consent.</p> <p>In the event of any non-compliance with the conditions of this consent, the Consent Holder must notify the Consent Authority within 24 hours of the non-compliance being detected. Within five working days the Consent Holder must provide written notification to the Consent Authority providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the noncompliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non-compliance</p>
General	
17	<p>(a) The Consent Holder must provide and maintain in favour of the Consent Authority one or more bonds to secure:</p> <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with parts (m) to (q) of this condition. <p>(b) Before the first exercise of this consent, the Consent Holder must provide to the Consent Authority one or more bonds required by part (a) of this condition.</p> <p>(c) Subject to the other provisions of this consent, any bond must be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond must be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety must bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the Consent Holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p>

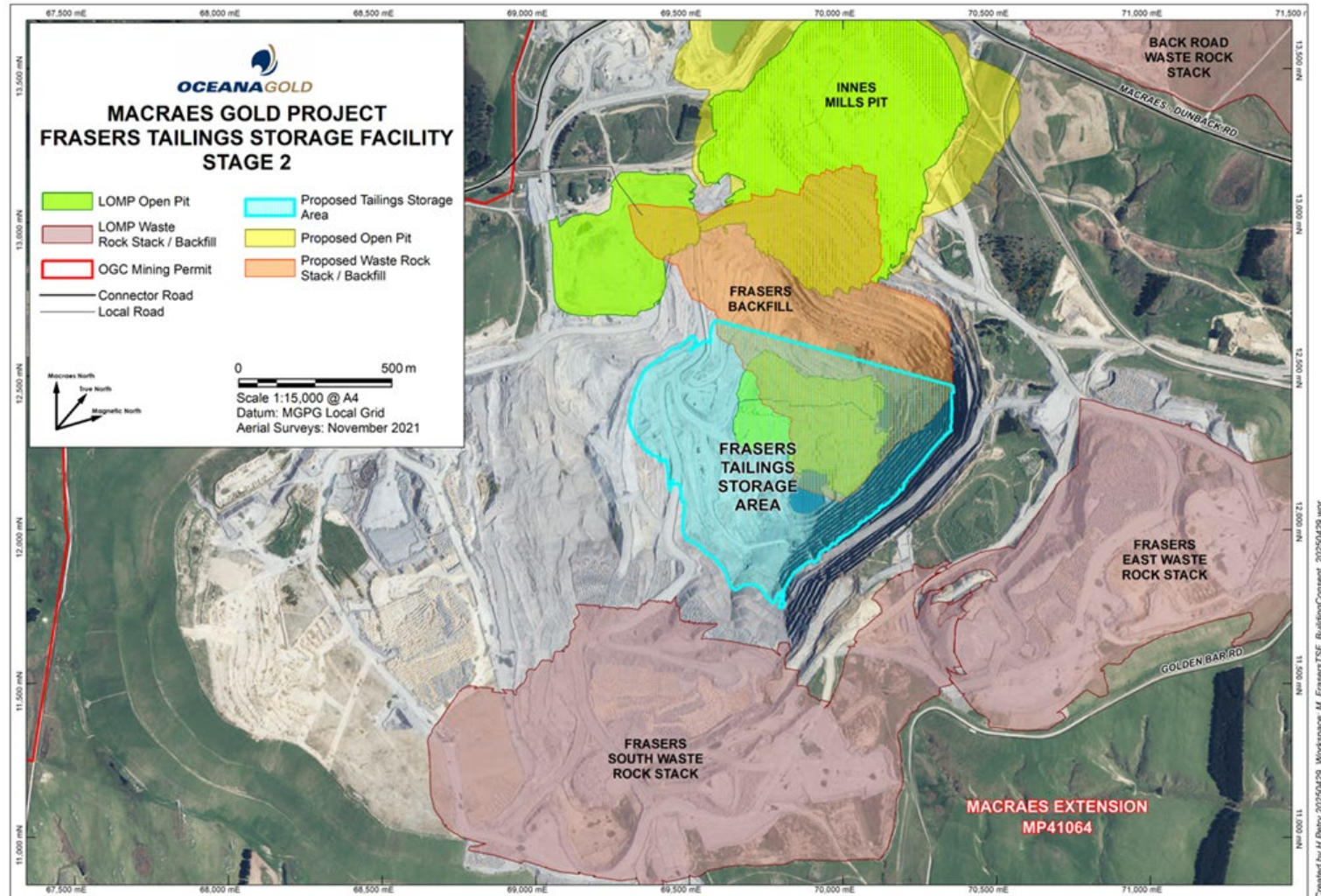
Condition Number	Proposed Conditions
	<p>(f) The amount of each bond must be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the Consent Holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.</p> <p>(g) The amount of the bond(s) must include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of: <ul style="list-style-type: none"> • Monitoring in accordance with the monitoring conditions of the consent; • Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; • Monitoring any rehabilitation required by this consent. iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent. <p>(h) The amount must be calculated for the duration of this consent and for a period of 20 years after its expiry.</p> <p>(i) If, on review, the total amount of bond to be provided by the Consent Holder is greater or less than the sum secured by the current bond(s), the Consent Holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).</p> <p>(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the Consent Holder is unlimited.</p> <p>(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the Consent Holder, surety and Consent Authority.</p> <p>(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond must be paid by the Consent Holder.</p> <p>(m) For a period of 20 years from the expiry or surrender of this consent the Consent Holder must provide in favour of the Consent Authority one or more bonds.</p> <p>(n) The amount of the bond to be provided under part (m) of this condition must include the amount (if any) considered by the Consent Authority necessary for:</p>

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies. <p>(o) Without limitation, the amount secured by the bond given under part (m) of this condition may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.</p> <p>(p) The bond(s) required by part (m) of this condition must be provided on the earlier of:</p> <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent. <p>(q) Parts (c), (d), (e), (h), (i), (j) and (k) of this condition apply to the bond(s) required by part (m) of this condition.</p>
Review	
18	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the Consent Holder of its intention to review the conditions of this consent during the period of three months either side of the date of granting of this consent each year, or within two months of any enforcement action taken by the Consent Authority in relation to the exercise of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) Determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which becomes evident after the date of commencement of the consent; (b) Ensuring the conditions of this consent are consistent with any National Environmental Standards or rules in a relevant regional plan; (c) Reviewing the frequency of monitoring or reporting required under this consent;

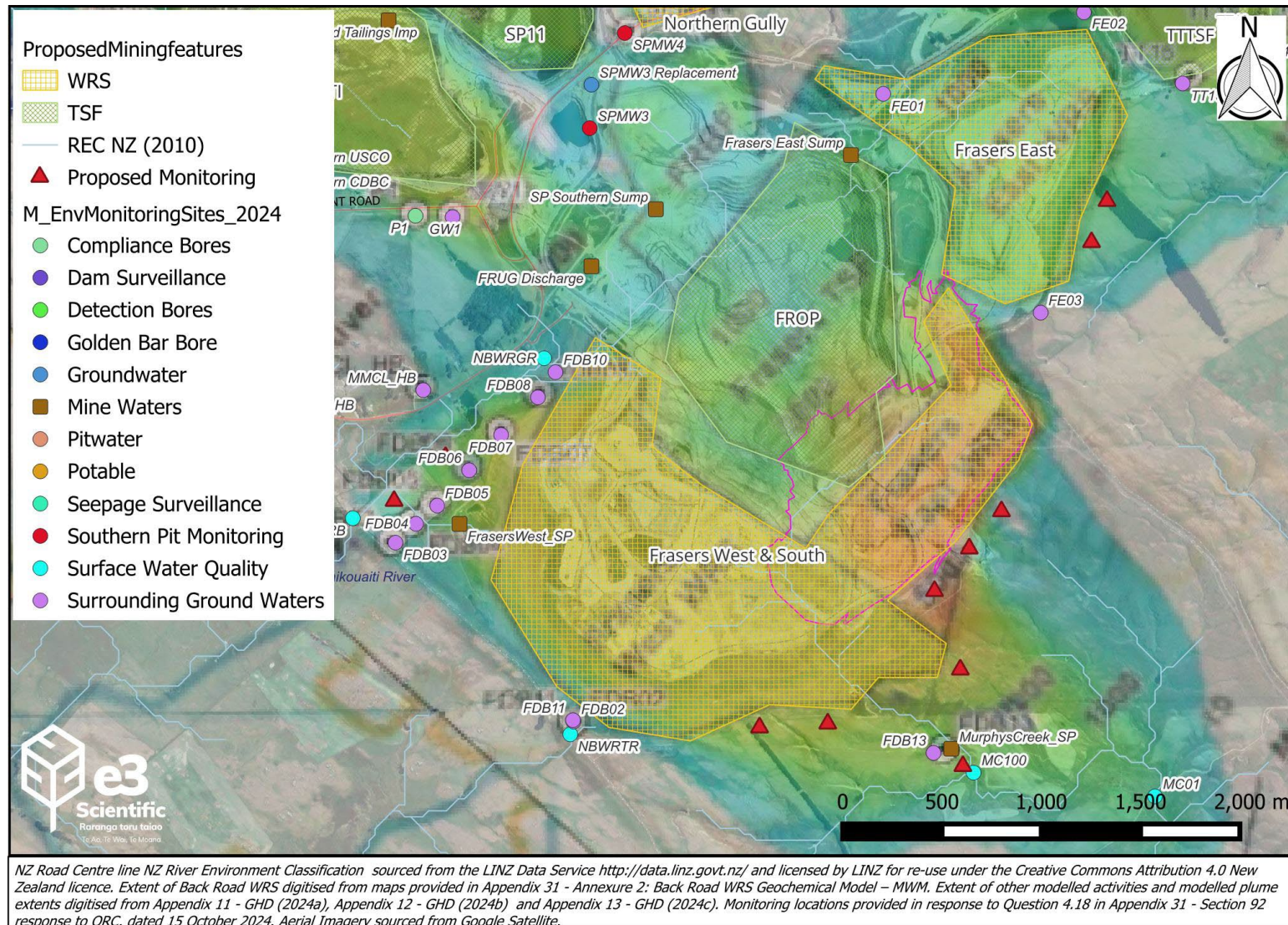
Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (d) Amending the monitoring programme set out in accordance with Conditions 11 – 16; or (e) Requiring the Consent Holder to adopt the best practicable option, in order to prevent or minimise any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I – RM24.184.01

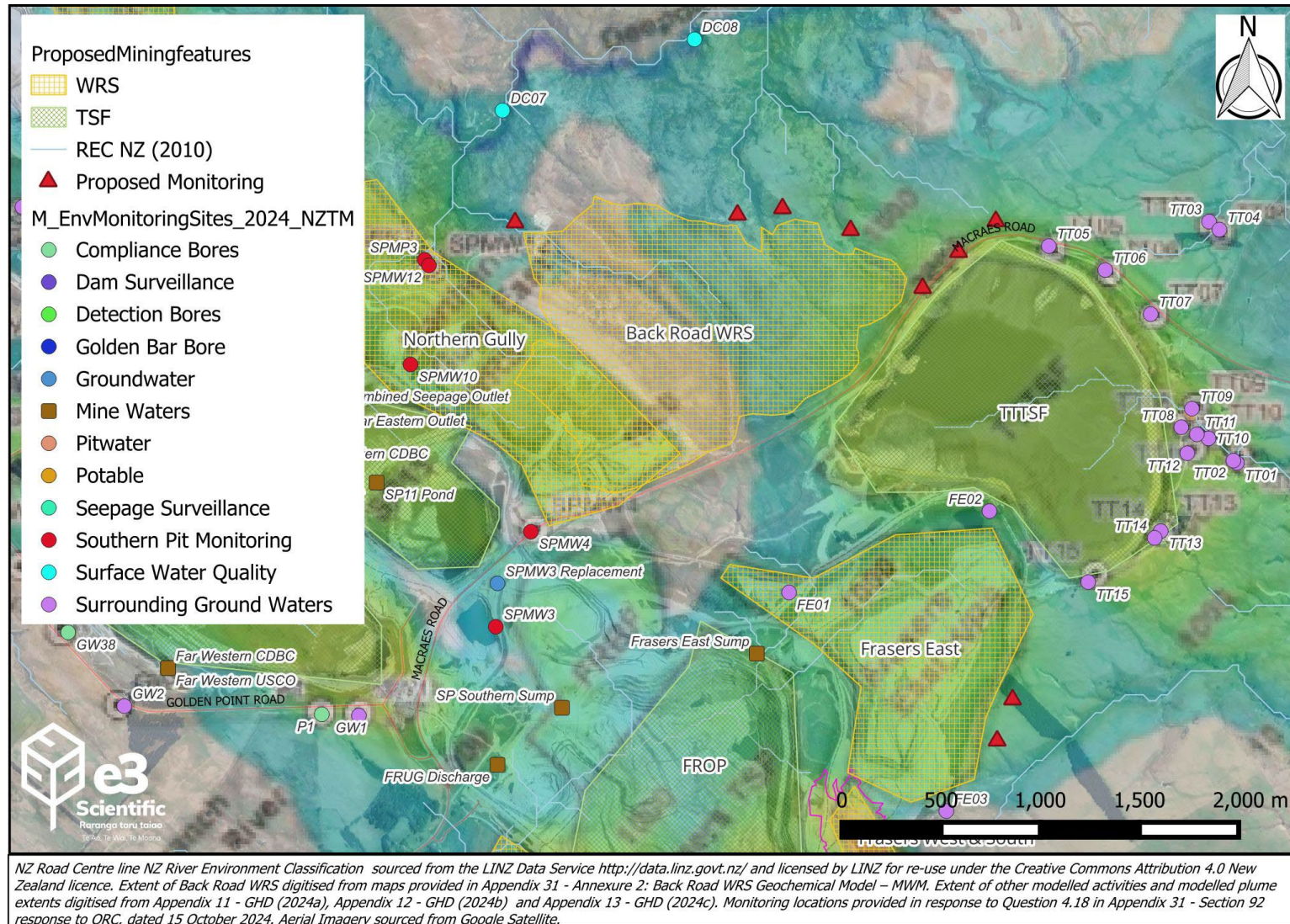
Fraser's Pit Tailings Storage Facility Location Plan



APPENDIX X – GROUNDWATER MONITORING LOCATIONS



APPENDIX Y



RM24.184.02

Condition Number	Proposed Conditions
RM24.184.02	
Water Permit	
	To take surface water from Frasers Tailings Storage Facility for the purpose of dewatering the Frasers Tailings Storage Facility and use in the Mine Water Management System.
	For a term expiring: 1 October 2046
	Location of consent activity:
	Macraes Gold Project, approximately 2.7 kilometres north-east of the intersection of Macraes Road and Red Bank Road, Macraes Flat.
	Legal description of consent location:
	Section 4 SO 24124; Section 5 SO 24124; Lot 2 DP 21220; Section 36 Block II Highlay SD; Part Section 6 Block II Highlay SD; Part Section 8 Block II Highlay SD; Section 7 Block II Highlay SD; Section 2, Block II Highlay SD; Section 27 Block II Highlay SD; Section 28 Block II Highlay SD; Section 29 Block II Highlay SD; Section 30 Block II Highlay SD; Section 49 Block II Highlay SD; Part Lot 1 DP 21220; Section 10 SO 24927; Part Section 1 SO 23828; Section 2 SO 23828; Section 12 SO 331188; Section 15 SO 331188; Section 16 SO 331188; Section 4 SO 429137; Road Reserve.
	Map reference: Within a 1 kilometre radius of NZTM2000 E1401200 N4972400
Conditions	
Specific	
1	This consent must not commence until Water Permit RM23.868.02 has been surrendered or has expired.
2	This consent must be exercised in conjunction with Discharge Permit RM24.184.01, Water Permit RM24.184.03, Water Permit RM10.351.48 Discharge Permit RM10.351.52 and any subsequent variations or replacements of these consents.

Condition Number	Proposed Conditions
3	<p>The taking and use of surface water must be carried out in accordance with the plans and all information submitted with the application, detailed below, and all referenced by the Consent Authority as consent number RM24.184.</p> <ul style="list-style-type: none"> (a) Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025); (b) Response to s92(1) Request for Further Information, dated 15 October 2024; and (c) Response to s92(1) Request for Further Information, dated 5 February 2025. <p>If there are any inconsistencies between the above information and the conditions of this consent, the conditions of this consent will prevail.</p>
4	<p>The maximum rate of take of water from Frasers Tailings Storage Facility must not exceed 500 litres per second.</p> <p>Performance Monitoring</p>
5	<p>The Consent Holder must notify the Consent Authority in writing at least ten working days prior to the commencement of the works authorised by this consent. Unless otherwise advised by the Consent Holder, this notice will be deemed given when the Consent Holder issues its notice of the surrender of RM23.868.02 to the Consent Authority in accordance with Condition 1.</p>
6	<ul style="list-style-type: none"> (a) The Consent Holder must install and maintain a water meter at the point of take when water is being taken that will measure the rate and volume of water taken to within an accuracy of +/- 5% over the meter's nominal flow range. The water meter must be capable of output to a telemetry-capable datalogger. (b) A datalogger(s) that time stamps a pulse from the flow meter at least once every 15 minutes and has the capacity to hold at least 24 months data of water taken. (c) A telemetry unit which sends all of the data to the Consent Authority. (d) The Consent Holder must provide telemetry data on a daily basis records from the datalogger electronically to the Consent Authority at annual intervals by 31 July each year and at any time upon request. Data must be provided electronically giving the

Condition Number	Proposed Conditions
	<p>date, time and flow rates in no more than 15-minute increments of water. The Consent Holder must ensure data compatibility with the Consent Authority's time-series database and conform with Consent Authority's data standards.</p> <ul style="list-style-type: none"> (e) Within 20 working days of the installation and any subsequent replacement of the water meter or datalogger and at five yearly intervals thereafter for an electromagnetic metre or annual intervals for a mechanical water meter, and at any time when requested by the Council, the Consent Holder must provide written certification to the Consent Authority signed by a suitably qualified person certifying, and demonstrating by means of a clear diagram, that: <ul style="list-style-type: none"> i. Each device is installed in accordance with the manufacturer's specifications; ii. Data from the recording device can be readily accessed and/or retrieved in accordance with the conditions above; and iii. That the water meter has been verified as accurate. (f) The water meter / datalogger / telemetry unit must be installed and maintained throughout the duration of the consent in accordance with the manufacturer's specifications. (g) All practicable measures must be taken to ensure that the water meter and recording device(s) are fully functional at all times. (h) The Consent Holder must report any malfunction of the water meter and datalogger or telemetry unit to the Consent Authority within 5 working days of observation of the malfunction. The malfunction must be repaired within 10 working days of observation of the malfunction and the Consent Holder must provide proof of the repair, including photographic evidence, to the Consent Authority within 5 working days of the completion of repairs.
7	<ul style="list-style-type: none"> (a) The Consent Holder must submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover activities associated with the Frasers Tailings Storage Facility over the forthcoming year. The Consent Holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan must include, but not be limited to: <ul style="list-style-type: none"> i. A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining; ii. A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> iii. A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; iv. An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; v. Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; vi. A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; vii. A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps; viii. A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a noncompliance event and/or any adverse effects on the environment; ix. Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Mitigation Plans and the Dust Management Plan; x. An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months; xi. A detailed section on rehabilitation including, but not limited to the following: <ul style="list-style-type: none"> • A description of rehabilitation planned for the next five years; • A description of proposed rehabilitation methods; • The details of the location, design (including shape form and contour) and construction of all permanent structures; • Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months;

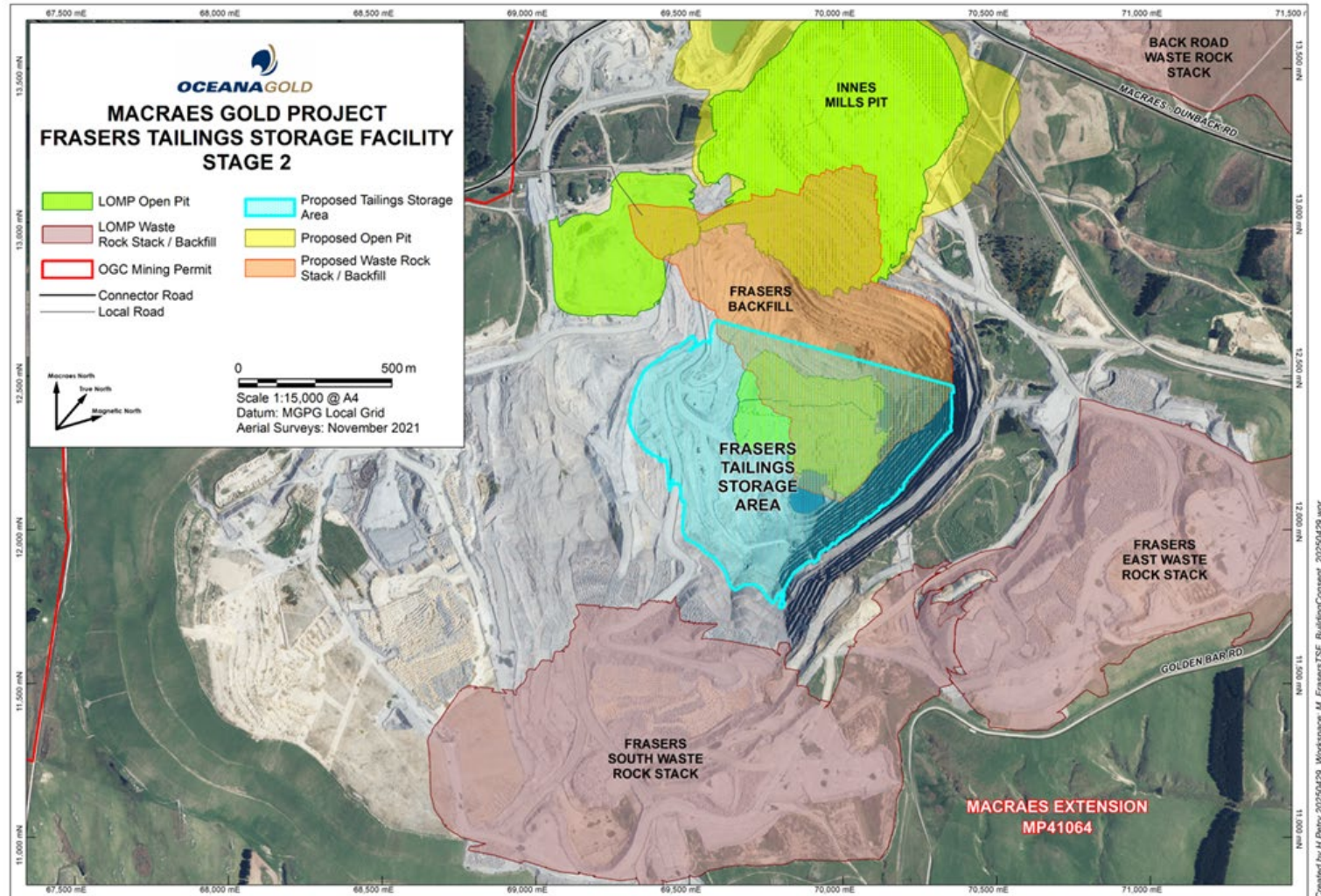
Condition Number	Proposed Conditions
8	<ul style="list-style-type: none"> • Drainage details for disturbed and recently rehabilitated areas; • Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and • Details of the management of areas previously rehabilitated. <p>xii. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;</p> <p>xiii. An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;</p> <p>xiv. An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;</p> <p>xv. A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and</p> <p>xvi. Any other information required by any other condition of this consent and any related consent.</p> <p>(b) The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the Consent Holder for mining operations at Macraes Flat.</p> <p>(c) The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.</p> <p>(d) The Consent Holder must exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>(e) The Consent Holder must design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>(f) Each year, the Consent Holder shall provide the Chairperson of Macraes Community Incorporated, Kai Tahu ki Otago, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Runanga o Otakau and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>The Consent Holder must maintain a record of any environmental complaints. The register must include, but not be limited to:</p>

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (a) The date, time, location and nature of the complaint; (b) The name, phone number, and address of the complainant, unless the complainant elects not to supply this information; (c) Action taken by Consent Holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again <p>A record of these complaints must be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 8 of this consent.</p> <p>General</p>
9	There must be no adverse effects on any lawful groundwater or downstream water take as a result of the exercise of this consent.
10	<p>The Consent Holder must take all practicable steps to ensure that:</p> <ul style="list-style-type: none"> (a) there is no leakage from pipes and structures; (b) the use of water for dust suppression is confined to targeted areas; (c) there is no run off of dust suppression water either on site or off site.
	<p>Review</p> <p>11</p> <p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the Consent Holder of its intention to review the conditions of this consent during the period of three months either side of the date of granting of this consent each year, or within two months of any enforcement action taken by the Consent Authority in relation to the exercise of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) Determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which becomes evident after the date of commencement of the consent; (b) Ensuring the conditions of this consent are consistent with any National Environmental Standards or rules in a relevant regional plan;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> <li data-bbox="521 352 1464 384">(c) Reviewing the frequency of monitoring or reporting required under this consent; or <li data-bbox="521 400 1453 432">(d) Amending the monitoring programme set out in accordance with Conditions 6 – 8.

Appendix I – RM24.184.02

Fraser's Pit Tailings Storage Facility Location Plan



RM24.184.03

Condition Number	Proposed Conditions
RM24.184.03	
Water Permit (dam)	
To dam water within the Frasers Tailings Storage Facility for the purpose of operating Stage 2 of the Frasers Tailings Storage Facility.	
For a term expiring: 1 October 2046	
Location of consent activity:	
Macraes Gold Project, approximately 2.7 kilometres north-east of the intersection of Dunback Road and Red Bank Road, Macraes Flat.	
Legal description of consent location:	
Section 4 SO 24124; Section 5 SO 24124; Lot 2 DP 21220; Section 36 Block II Highlay SD; Part Section 6 Block II Highlay SD; Part Section 8 Block II Highlay SD; Section 7 Block II Highlay SD; Section 2, Block II Highlay SD; Section 27 Block II Highlay SD; Section 28 Block II Highlay SD; Section 29 Block II Highlay SD; Section 30 Block II Highlay SD; Section 49 Block II Highlay SD; Part Lot 1 DP 21220; Section 10 SO 24927; Part Section 1 SO 23828; Section 2 SO 23828; Section 12 SO 331188; Section 15 SO 331188; Section 16 SO 331188; Section 4 SO 429137; Road Reserve.	
Map reference: Within a 1 kilometre radius of NZTM2000 E1401200 N4972400	
Conditions	
Specific	
1	This consent shall be exercised together with Discharge Permit RM24.184.01, Water Permit RM24.184.02, Water Permit RM10.351.48, Discharge Permit RM10.351.49, Water Permit RM10.351.50, Water Permit, RM10.351.51 and Discharge Permit RM10.351.52, and any subsequent variations to these consents.
2	The damming of water within the Frasers Tailings Storage Facility must be carried out in accordance with the plans and all information submitted with the application, detailed below, and all referenced by the Consent Authority as consent number RM24.184.

Condition Number	Proposed Conditions
NEW	<p>(a) Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025);</p> <p>(b) Response to s92(1) Request for Further Information, dated 15 October 2024; and</p> <p>(c) Response to s92(1) Request for Further Information, dated 5 February 2025.</p> <p>If there are any inconsistencies between the above information and the conditions of this consent, the conditions of this consent will prevail.</p> <p>The Consent Holder must follow the process set out below for any plans, documents, designs or specifications (hereafter referred to as 'documents') requiring written certification from Otago Regional Council (Council):</p> <p>a) Documents requiring written certification must be submitted to Council in electronic and hard copy form.</p> <p>b) Subject to (c) and (e) below, works to which the documents relate must not commence until the Consent Holder has received written certification from Council.</p> <p>c) If the Consent Holder has not received a response from Council stating that the documents are under review within 20 working days of the date of submission under (a) above the documents must be deemed to be certified.</p> <p><i>Advice Notes: If the Council, or Council's response is that that they are not able to certify the documents the Council is expected to provide the Consent Holder with reasons and recommendations for changes to the documents in writing. For the purposes of this condition a Council response may include confirmation that:</i></p> <ul style="list-style-type: none"> <i>The document has been received and review has begun, or has been sought from external peer reviewers.</i> <i>The document has been received, and cannot be certified until aspects of the contents are rectified.</i> <i>The document is certified.</i> <p>d) The Consent Holder must consider the Council's reasons and recommendations and resubmit amended documents for written certification.</p> <p>e) If the Consent Holder has not received a response from the Council within 15 working days of the date of resubmission under (d) above, the documents may be deemed to be certified.</p>

Condition Number	Proposed Conditions
	<p>f) If the Council's response is that that they are still not able to certify the resubmitted documents then the Consent Holder must nevertheless implement the resubmitted documents with a notation that written certification of them has not occurred.</p> <p>h) Certified documents may be amended at the request of the Consent Holder at any time subject to written recertification undertaken in accordance with parts (a) to (f) of this condition with references in those clauses to certification to be read as recertification.</p>
3	The Frasers Tailings Storage Facility Stage 2 embankment referred to as Frasers Backfill must be generally sited in the position shown on Appendix I attached.
4	The Frasers Tailings Storage Facility and its appurtenant structures must be designed by an appropriately qualified engineer with suitable experience in the design, construction and operation of tailings storage facilities. A peer review of the design must be undertaken by a suitably qualified and experienced independent engineer.
5	The Frasers Tailings Storage Facility and its appurtenant structures must be designed and constructed in accordance with the New Zealand Society on Large Dams Dam Safety Guidelines 2024 (and any subsequent updates).
6	The Consent Holder must engage a suitably qualified and experienced person to undertake a review of the Potential Impact Classification of the Frasers Tailings Storage Facility every five years. This review must be provided to the Consent Authority with 30 working days of its completion.
7	The Frasers Tailings Storage Facility embankment referred to as Frasers Backfill must be constructed to a final crest elevation not materially exceeding approximately 480 m RL.
8	The Frasers Tailings Storage Facility must be operated to maintain a freeboard of at least 10 metres above the level of a flood resulting from a 72-hour probable maximum precipitation event at least until mining operations have ceased in Innes Mills Pit. This condition does not apply to closure of the Frasers Tailings Storage Facility that occurs in accordance with Water Permit RM10.351.44 and any associated resource consents.

Condition Number	Proposed Conditions
Performance Monitoring	
9	The Consent Holder shall notify the Consent Authority in writing at least ten working days prior to the commencement of the works authorised by this consent. Notice of the exercise of this consent must be given prior to the tailings level in Frasers Tailings Storage Facility exceeding that provided for by any other resource consent.
10	<p>(a) No less than one month prior to the first exercise of this consent, the Consent Holder must submit to the Consent Authority an Operations, Maintenance and Surveillance Manual for the Frasers Tailings Storage Facility prepared by a suitably qualified and experienced person in accordance with the requirements of the New Zealand Society on Large Dams Dam Safety Guidelines 2024.</p> <p>(b) The Consent Holder must ensure that the Operations, Maintenance and Surveillance Manual is reviewed by an appropriately qualified and experienced independent engineer with suitable experience in tailings impoundment construction and operation, appointed in consultation with the Consent Authority. A copy of the reviewer's report must be provided to the Consent Authority no less than one month prior to the first exercise of this consent.</p> <p>(c) The Consent Holder must exercise this consent in accordance with the Operations, Maintenance and Surveillance Manual. The Consent Holder must review the manual annually and if necessary, update it. Details of the review will be included in the Project Overview and Annual Work and Rehabilitation Plan, required by Condition 12. The Consent Authority must be provided with any updates of the manual within one month of any update occurring.</p> <p>(d) The results of annual dam safety inspections and comprehensive safety reviews must be submitted to the Consent Authority within three months of the inspection date.</p>
11	The Consent Holder must prepare an Annual Construction Report for the Frasers Tailings Storage Facility in accordance with the requirements of the New Zealand Society on Large Dams Dam Safety Guidelines 2024. The report shall be made available to the Consent Authority on request.
12	<p>(a) The Consent Holder must submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover activities associated with the Frasers Tailings Storage Facility over the forthcoming year. The Consent Holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan must include, but not be limited to:</p>

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> i. A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining; ii. A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; iii. A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; iv. An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; v. Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; vi. A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; vii. A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps; viii. A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a noncompliance event and/or any adverse effects on the environment; ix. Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Mitigation Plans and the Dust Management Plan; x. An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months; xi. A detailed section on rehabilitation including, but not limited to the following: <ul style="list-style-type: none"> • A description of rehabilitation planned for the next five years; • A description of proposed rehabilitation methods;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • The details of the location, design (including shape form and contour) and construction of all permanent structures; • Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months; • Drainage details for disturbed and recently rehabilitated areas; • Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and • Details of the management of areas previously rehabilitated. <p>xii. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;</p> <p>xiii. An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;</p> <p>xiv. An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;</p> <p>xv. A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and</p> <p>xvi. Any other information required by any other condition of this consent and any related consent.</p> <p>(b) The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the Consent Holder for mining operations at Macraes Flat.</p> <p>(c) The Consent Holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.</p> <p>(d) The Consent Holder must exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>(e) The Consent Holder must design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.</p>

Condition Number	Proposed Conditions
13	<p>(f) Each year, the Consent Holder shall provide the Chairperson of Macraes Community Incorporated, Kai Tahu ki Otago, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Runanga o Otakau and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>(a) Within one year of the exercise of this consent, the Consent Holder shall provide the Consent Authority with a Closure Manual for the Frasers Tailings Storage Facility. The manual shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. Decommissioning requirements and design for the long term stability of the dam embankment to ensure an acceptable stable post-closure landform; ii. Details of the embankment crest design to ensure appropriate management of pit lake levels in Frasers and Innes Mills Pit Lakes; and iii. Details of any changes to monitoring and maintenance requirements in line with changes in environmental risk during closure. <p>(b) The Consent Holder shall exercise the consent in accordance with the Closure Manual. The Consent Holder shall review the plan annually and if necessary update it. Confirmation of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.</p>
14	<p>(a) The Consent Holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mine operations for certification in accordance with Condition X.</p> <p>(b) The Site Decommissioning Plan shall be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups.</p> <p>(c) The Site Decommissioning Plan shall include but not be limited to:</p> <ul style="list-style-type: none"> i. A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings storage facilities, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire; ii. A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents; iii. Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> iv. Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents; v. Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; vi. Details of management, any ongoing maintenance, monitoring and reporting proposed by the Consent Holder to ensure post-closure compliance with numerical standards and mitigation plans; and vii. Peer-reviewed findings of a geotechnical assessment undertaken for the purpose of determining an appropriate exclusion zone around the Frasers and Innes Mills Pit Lakes.
15	<p>The Consent Holder must maintain a record of any environmental complaints. The register must include, but not be limited to:</p> <ul style="list-style-type: none"> (a) The date, time, location and nature of the complaint; (b) The name, phone number, and address of the complainant, unless the complainant elects not to supply this information; (c) Action taken by Consent Holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again <p>The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 12 of this consent.</p>
16	<p>In the event of any non compliance with the conditions of this consent, the Consent Holder shall notify the Consent Authority within 24 hours of the non compliance being detected. Within five working days the Consent Holder shall provide written notification to the Consent Authority providing details of the noncompliance. This notification will at a minimum include an explanation of the cause of the non compliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non compliance.</p>
General	
17	<ul style="list-style-type: none"> (a) The Consent Holder must provide and maintain in favour of the Consent Authority one or more bonds to secure: <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and

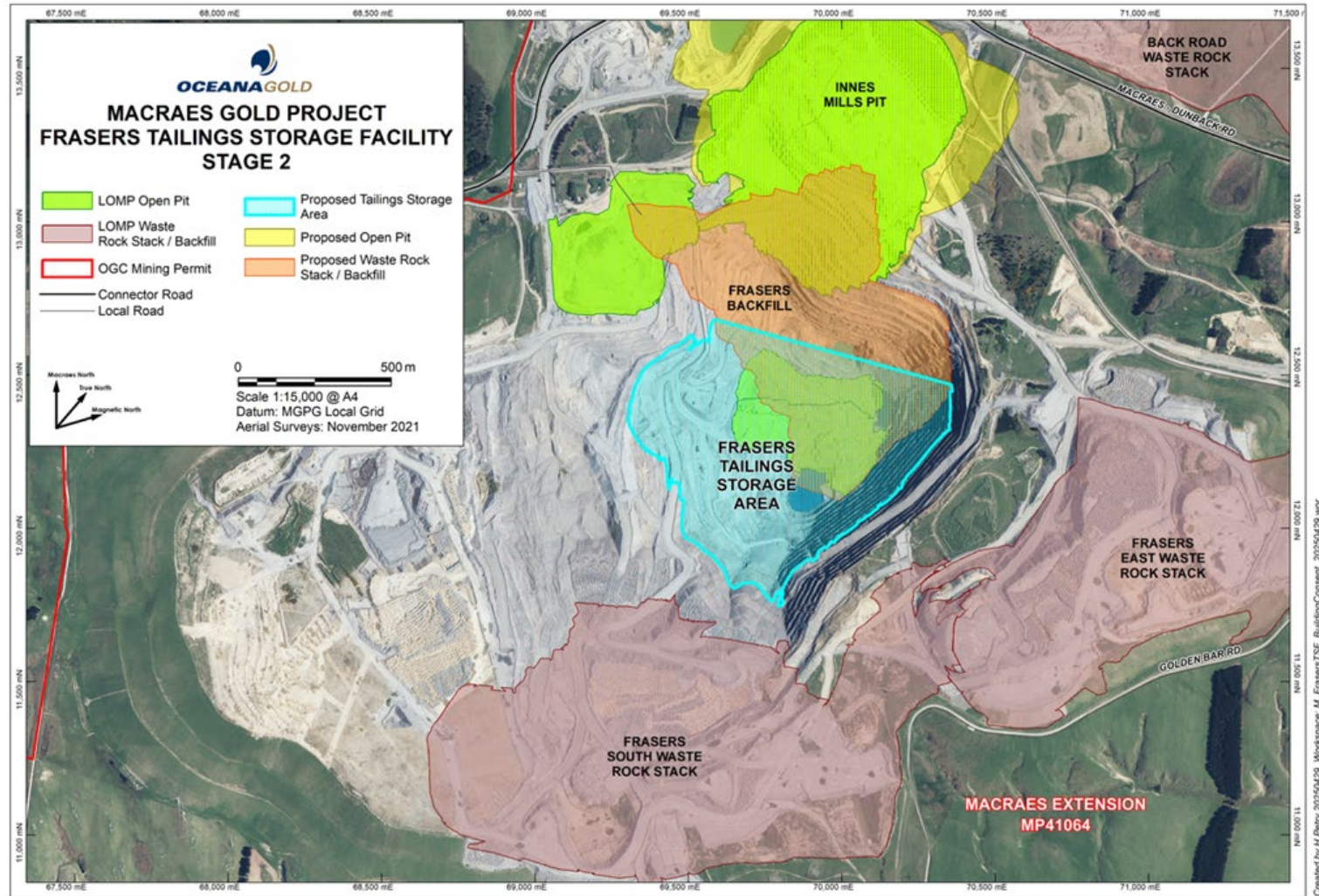
Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with parts (m) to (q) of this condition. <p>(b) Before the first exercise of this consent, the Consent Holder must provide to the Consent Authority one or more bonds required by part (a) of this condition.</p> <p>(c) Subject to the other provisions of this consent, any bond must be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond must be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety must bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the Consent Holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p> <p>(f) The amount of each bond must be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the Consent Holder relevant to the determination of the amount to be bonded in the <i>Project Overview and Annual Work and Rehabilitation Plan</i>, or otherwise.</p> <p>(g) The amount of the bond(s) must include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the <i>Project Overview and Annual Work and Rehabilitation Plan</i>. ii. The estimated costs of: <ul style="list-style-type: none"> • Monitoring in accordance with the monitoring conditions of the consent; • Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; • Monitoring any rehabilitation required by this consent. iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (h) The amount must be calculated for the duration of this consent and for a period of 20 years after its expiry. (i) If, on review, the total amount of bond to be provided by the Consent Holder is greater or less than the sum secured by the current bond(s), the Consent Holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s). (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the Consent Holder is unlimited. (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority. (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond must be paid by the Consent Holder. (m) For a period of 20 years from the expiry or surrender of this consent the Consent Holder must provide in favour of the Consent Authority one or more bonds. (n) The amount of the bond to be provided under part (m) of this condition must include the amount (if any) considered by the Consent Authority necessary for: <ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies. (o) Without limitation, the amount secured by the bond given under part (m) of this condition may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect. (p) The bond(s) required by part (m) of this condition must be provided on the earlier of: <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent.

Condition Number	Proposed Conditions
18	<p>(q) Parts (c), (d), (e), (h), (i), (j) and (k) of this condition apply to the bond(s) required by part (m) of this condition.</p> <p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the Consent Holder of its intention to review the conditions of this consent during the period of three months either side of the date of granting of this consent each year, or within two months of any enforcement action taken by the Consent Authority in relation to the exercise of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) Determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which becomes evident after the date of commencement of the consent; (b) Ensuring the conditions of this consent are consistent with any National Environmental Standards or rules in a relevant regional plan; (c) Reviewing the frequency of monitoring or reporting required under this consent; (d) Amending the monitoring programme set out in accordance with Conditions 10 – 15; or (e) Reviewing the conditions of this consent to impose conditions relating to dam safety if the potential impact classification of the dam changes in accordance with Condition 6.

Appendix I – RM24.184.03

Frasers Pit Tailings Storage Facility Location Plan



RM24.184.04

Condition Number	Proposed Conditions
RM24.184.03	
Land Use Consent	
To undertake earthworks and land disturbance within 100 m of a natural inland wetland for the purpose of mining Innes Mills Pit	
For a term expiring: 1 October 2046	
Location of consent activity:	
Macraes Gold Project, approximately 2.9 kilometres north-east of the intersection of Macraes Road and Red Bank Road, Macraes Flat.	
Legal description of consent location:	
Section 7 Block II Highlay SD; Sections 4-8 SO 331188; Section 19 SO 331188; Part Section 6 Block II Highlay SD; Part Section 8 Block II Highlay SD; Part Section 13 Block II Highlay SD; Sections 4 SO 459659; Section 16 SO 459659; Section 18-20 SO 4599659; Part Sections 14-16 Block II Highlay SD; Road Reserve.	
Map Reference: Within a 1 kilometre radius of NZTM2000 1400900E 4973300N	
Conditions	
Specific	
1	This consent authorises the use of land for earthworks and land disturbance within 100 m of natural inland wetlands that may result in the complete or partial drainage of those wetlands for the purpose of mining the Innes Mills Pit extension.
2	<p>The earthworks and land disturbance must be carried out in accordance with the plans and all information submitted with the application, detailed below, and all referenced by the Consent Authority as consent number RM24.184.</p> <p>(a) Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025);</p> <p>(b) Response to s92(1) Request for Further Information, dated 15 October 2024; and</p>

Condition Number	Proposed Conditions
NEW	<p>(c) Response to s92(1) Request for Further Information, dated 5 February 2025.</p> <p>If there are any inconsistencies between the above information and the conditions of this consent, the conditions of this consent will prevail.</p> <p>The Consent Holder must follow the process set out below for any plans, documents, designs or specifications (hereafter referred to as 'documents') requiring written certification from Otago Regional Council (Council):</p> <ol style="list-style-type: none"> a) Documents requiring written certification must be submitted to Council in electronic and hard copy form. b) Subject to (c) and (e) below, works to which the documents relate must not commence until the Consent Holder has received written certification from Council. c) If the Consent Holder has not received a response from Council stating that the documents are under review within 20 working days of the date of submission under (a) above the documents must be deemed to be certified. <p><i>Advice Notes: If the Council, or Council's response is that that they are not able to certify the documents the Council is expected to provide the Consent Holder with reasons and recommendations for changes to the documents in writing. For the purposes of this condition a Council response may include confirmation that:</i></p> <ul style="list-style-type: none"> • <i>The document has been received and review has begun, or has been sought from external peer reviewers.</i> • <i>The document has been received, and cannot be certified until aspects of the contents are rectified.</i> • <i>The document is certified.</i> <ol style="list-style-type: none"> d) The Consent Holder must consider the Council's reasons and recommendations and resubmit amended documents for written certification. e) If the Consent Holder has not received a response from the Council within 15 working days of the date of resubmission under (d) above, the documents may be deemed to be certified. f) If the Council's response is that that they are still not able to certify the resubmitted documents then the Consent Holder must nevertheless implement the resubmitted documents with a notation that written certification of them has not occurred. h) Certified documents may be amended at the request of the Consent Holder at any time subject to written recertification undertaken in accordance with parts (a) to (f) of this condition with references in those clauses to certification to be read as recertification.

Condition Number	Proposed Conditions
3	The Consent Holder must notify the Consent Authority in writing at least ten working days prior to the commencement of the works authorised by this consent.
4	The earthworks and land disturbance must only occur within the area marked Innes Mills Pit as shown on Appendix I attached.
5	<p>(a) Prior to exercise of this consent, the Consent Holder shall submit to the Consent Authority for certification in accordance with Condition X, an Erosion and Sediment Control Plan for the Innes Mills Pit Extension. The Erosion and Sediment Control Plan must be prepared by a suitably qualified and experienced person and shall follow the Environment Canterbury, <i>Erosion and Sediment Control Guidelines</i>, 2007, but may be adapted to suit local conditions and experience. The Erosion and Sediment Control Plan shall include (but not be limited to):</p> <ul style="list-style-type: none"> i. Details of the design and location of erosion and sediment control devices; ii. Key responsibilities in terms of implementing the plan; iii. Construction details and specifications; iv. A construction timetable; v. Maintenance, monitoring and reporting procedures; and vi. Emergency response procedures, including response procedures for flood events and silt pond dam failure scenarios. <p>(b) The Consent Holder shall exercise this consent in accordance with the Erosion and Sediment Control Plan.</p> <p>(c) The Consent Holder shall review the Erosion and Sediment Control Plan annually and if necessary, update it. The updated plan must be provided to the Consent Authority for certification in accordance with Condition X. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within 1 month of any update occurring.</p>

**Wetland
Offsetting**

Condition Number	Proposed Conditions
6	<p>The Consent Holder must set aside an area of land at capable of containing a wetland covering at least 0.1 ha known as the Wetland Offset Site at or near the location shown on the Map 1 annexed to this consent for the purpose of providing ecological offsetting for wetland values. The exact size and location of the area shall be finalised during preparation of the Wetland Offset Plan (Offset Plan) required by Condition 9 and shall be in accordance with the outcomes set out in Condition 7.</p> <p>Advice Note: <i>The Wetland Offset Site may be co-located with other ecological offsets or enhancements provided the precise location is specified in the Offset Plan required by Condition 9 of this consent.</i></p>
7	<p>The Consent Holder must manage the Wetland Offset Site to achieve the following outcomes:</p> <ul style="list-style-type: none"> (a) Establish a wetland which will become self-sustaining; and (b) To increase the overall extent and value of wetlands within the Macraes Ecological District.
8	<p>In order to achieve the outcomes specified in Condition 7 the Consent Holder must, as a minimum:</p> <ul style="list-style-type: none"> (a) Planting out at least 0.1 ha of indigenous wetland plant species at the Wetland Offset Site; (b) Fence off the Wetland Offset Site with fencing of an appropriate specification to exclude cattle whilst maintaining access for sheep; and (c) Enable grazing of the Wetland Offset Site by sheep or otherwise undertake weed control to prevent short-stature native plant communities being overtopped by weeds.
9	<p>No less than ten working days prior to the first exercise of this consent, the Consent Holder must submit an Offset Plan for the Wetland Offset Site specified in Condition 6 to the Consent Authority for its certification that it meets the requirements outlined in Condition 10.</p>
10	<p>The objective of the Offset Plan is to set out the detailed offsetting and monitoring measures that will be undertaken, and to define how such measures will be practically implemented at the Wetland Offset Site to achieve the outcomes specified under Condition 7. The Offset Plan must include, as a minimum:</p> <ul style="list-style-type: none"> (a) A description of the offset, the calculation basis, locations and management activities by which enhancements will be generated; (b) Details regarding the financial cost of the offset work and its subsequent maintenance and how these will be secured in the long term in order to secure the financial delivery of the Offset Plan;

Condition Number	Proposed Conditions
11	<p>(c) A monitoring programme to assess the degree to which enhancement targets are being achieved and the ability to adjust biodiversity management to ensure that gains are achieved and maintained for the long term;</p> <p>(d) The roles and responsibilities of those carrying out the work, and the governance and management structures relating to the operation of the offsetting site(s);</p> <p>Reporting of monitoring results and a process for undertaking actions if offsetting or enhancement targets are not being achieved as anticipated.</p> <p>(a) The Consent Authority will use its best endeavours to certify the Offset Plan within 10 working days of receipt, noting that expert input may be required before certification can be provided. If the Consent Authority is unable to certify the Offset Plan within 10 working days, it must notify the Consent Holder and advise a revised timeframe. Regardless, the Consent Authority must use its best endeavours to certify the Offset Plan as soon as possible after the 10 working day period and within a total of 20 working days of receipt.</p> <p>(b) Provided that the Consent Holder has not been advised of a revised timeframe under Condition 11(a), the Consent Authority shall, no later than 10 Working Days of receipt of the Offset Plan, confirm in writing to the Consent Holder that the management plan is either certified or declined, or shall request that the Consent Holder incorporate changes suggested by the Consent Authority. If a revised timeframe has been advised, confirmation of a decision shall be made by the Consent Authority in accordance with that timeframe (applying best endeavours to reach a decision within 10 working days from receipt of the Offset Plan).</p> <p>(c) If 10 workings days have passed since the Offset Plan has been provided to the Consent Authority, and the Consent Authority has not advised the Consent Holder of a revised timeframe under Condition 11(a), or certified or declined to certify the Offset Plan in accordance with Condition 11(b), then the Offset Plan shall be deemed to be certified and the Consent Holder may commence works in accordance with the Offset Plan as provided.</p>
12	<p>Prior to submitting the final Offset Plan to the Consent Authority for certification in accordance with Condition 9, a copy of the draft Offset Plan must be provided to the Department of Conservation, Kāti Huirapa ki Puketeraki, Te Rūnanga o Otakou, and Te Rūnanga o Moeraki, with an invitation to provide feedback within 10 working days. The Consent Holder must ensure that all written feedback on the draft Offset Plan received from Department of Conservation, Kāti Huirapa ki Puketeraki, Te Rūnanga o Otakou, and Te Rūnanga o Moeraki within the 10 working day timeframe is provided to the Consent Authority when the Offset Plan is submitted for certification, along with a clear explanation of where any comment made on the draft Offset Plan has or has not been incorporated into the Offset Plan and the reasons why.</p>

Condition Number	Proposed Conditions
13	Upon certification of the Offset Plan prepared in accordance with Condition 9 and not later than six months following the commencement of any onsite works the Consent Holder shall confirm in writing to the Consent Authority that it has commenced implementing the Offset Plan at the Wetland Offset Site.
14	<p>Three years following the implementation of the certified Offset Plan the Consent Holder shall engage a suitably qualified and experienced ecologist to conduct a review of the Wetland Offset Site to determine that all offsetting and compensation actions have been undertaken in accordance with Condition 8.</p> <p>The purpose of this review shall be to ensure that these actions are achieving or show clear evidence towards achieving the outcomes specified in Condition 7. Should any monitoring result show that the expected outcomes will not be realised, the Consent Holder shall implement a programme of corrective actions to achieve the expected outcomes.</p>
15	As a result of the review undertaken in accordance with Condition 14 the Consent Holder may request subsequent changes to the certified Offset Plan by submitting the amendments in writing to the Consent Authority. Any amendments shall be such that the Offset Plan will continue to achieve outcomes specified under Condition 7 and the requirements of Condition 10. No changes may take effect until the Consent Authority has certified that the plan will continue to achieve the Offset Plan objectives. Condition 11 applies to any amendments submitted by the Consent Holder.
16	Within 24 months of the exercise of this consent, the Consent Holder must register a covenant (or other legal protection mechanism) in perpetuity against the relevant land titles for the Wetland Offset Site. The conservation purposes of the covenant shall be as described at Conditions 6 and 7 and any covenant shall retain the right of access to the Consent Authority for monitoring and compliance purposes. The survey and legal costs associated with creating the covenants in registrable form shall be borne by the consent holder. Copies of the titles shall be provided to the Consent Authority upon completion of the covenant registration.
17	<p>(a) The Consent Holder must submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover activities associated with the Coronation Pit over the forthcoming year. The Consent Holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan must include, but not be limited to:</p> <ul style="list-style-type: none"> i. A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> ii. A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; iii. A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; iv. An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; v. Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; vi. A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; vii. A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps; viii. A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a non-compliance event and/or any adverse effects on the environment; ix. Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Management Plans and the Dust Management Plan; x. An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months; xi. A detailed section on rehabilitation including, but not limited to the following: <ul style="list-style-type: none"> • A description of rehabilitation planned for the next five years; • A description of proposed rehabilitation methods; • The details of the location, design (including shape form and contour) and construction of all permanent structures;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months; • Drainage details for disturbed and recently rehabilitated areas; • Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and • Details of the management of areas previously rehabilitated. <p>xii. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;</p> <p>xiii. An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;</p> <p>xiv. An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;</p> <p>xv. A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and</p> <p>xvi. Any other information required by any other condition of this consent and any related consent.</p> <p>(b) The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the Consent Holder for mining operations at Macraes Flat.</p> <p>(c) The Consent Holder must provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.</p> <p>(d) The Consent Holder must exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>(e) The Consent Holder must design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>(f) Each year, the Consent Holder shall provide the Chairperson of Macraes Community Incorporated, Kai Tahu ki Otago, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki, Te Runanga o Otakau and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.</p>

Condition Number	Proposed Conditions
18	<p>(a) The Consent Holder must provide and maintain in favour of the Consent Authority one or more bonds to secure:</p> <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with parts (m) to (q) of this condition. <p>(b) Before the first exercise of this consent, the Consent Holder must provide to the Consent Authority one or more bonds required by part (a) of this condition.</p> <p>(c) Subject to the other provisions of this consent, any bond must be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond must be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety must bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the Consent Holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p> <p>(f) The amount of each bond must be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the Consent Holder relevant to the determination of the amount to be bonded in the <i>Project Overview and Annual Work and Rehabilitation Plan</i>, or otherwise.</p> <p>(g) The amount of the bond(s) must include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the <i>Project Overview and Annual Work and Rehabilitation Plan</i>. ii. The estimated costs of: <ul style="list-style-type: none"> • Monitoring in accordance with the monitoring conditions of the consent; • Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; • Monitoring any rehabilitation required by this consent.

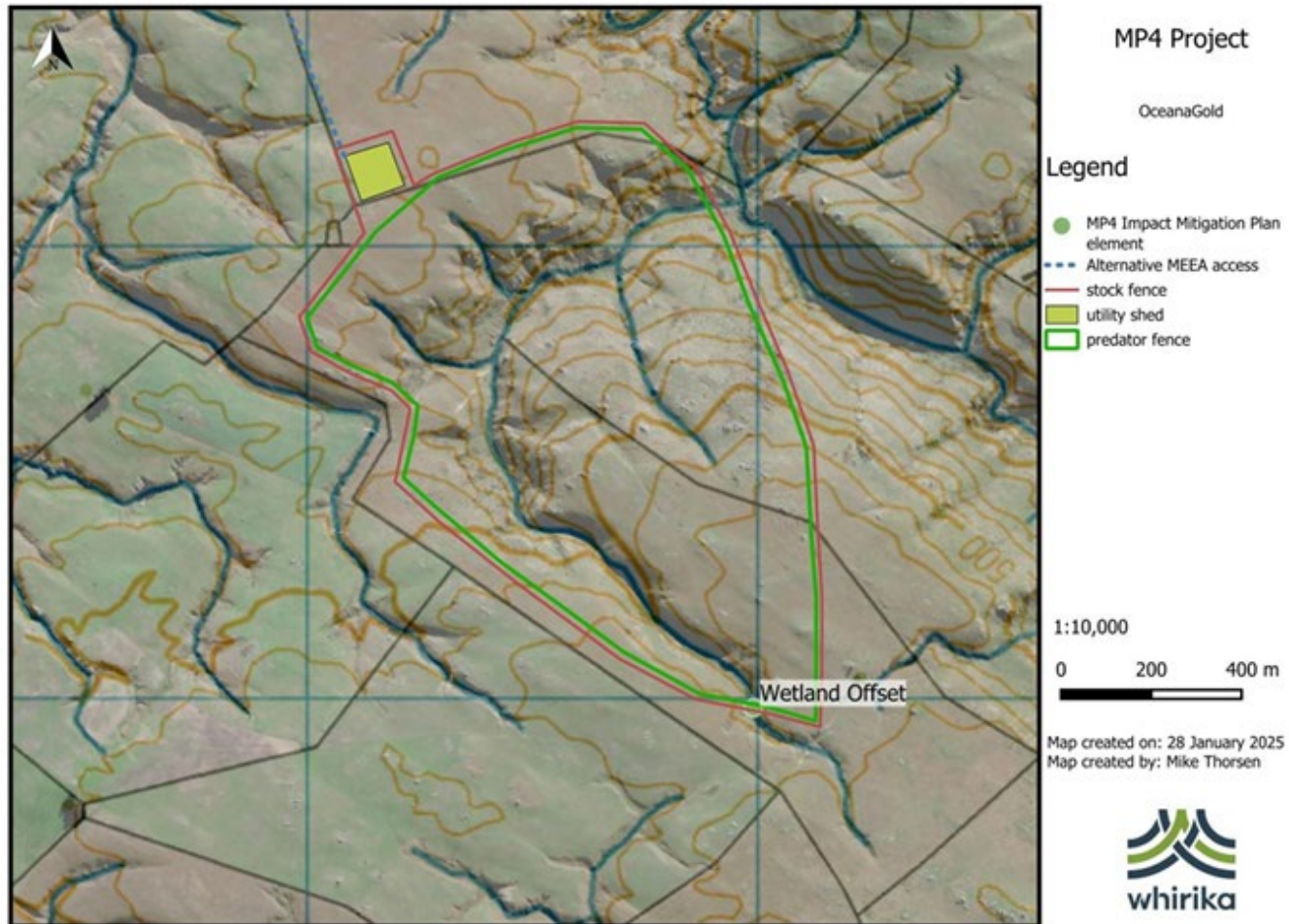
Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent. (h) The amount must be calculated for the duration of this consent and for a period of 20 years after its expiry. (i) If, on review, the total amount of bond to be provided by the Consent Holder is greater or less than the sum secured by the current bond(s), the Consent Holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s). (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the Consent Holder is unlimited. (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority. (l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond must be paid by the Consent Holder. (m) For a period of 20 years from the expiry or surrender of this consent the Consent Holder must provide in favour of the Consent Authority one or more bonds. (n) The amount of the bond to be provided under part (m) of this condition must include the amount (if any) considered by the Consent Authority necessary for: <ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies. (o) Without limitation, the amount secured by the bond given under part (m) of this condition may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect. (p) The bond(s) required by part (m) of this condition must be provided on the earlier of:

Condition Number	Proposed Conditions
19	<ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent. <p>Parts (c), (d), (e), (h), (i), (j) and (k) of this condition apply to the bond(s) required by part (m) of this condition.</p> <p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the Consent Holder of its intention to review the conditions of this consent during the period of three months either side of the date of granting of this consent each year, or within two months of any enforcement action taken by the Consent Authority in relation to the exercise of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) Determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which becomes evident after the date of commencement of the consent; (b) Ensuring the conditions of this consent are consistent with any National Environmental Standards or rules in a relevant regional plan; or (c) Reviewing the frequency of monitoring or reporting required under this consent.

Appendix I – RM24.184.04



Map 1 – Approximate Location of the Wetland Offset Site



RM10.351.43.V4

Condition Number	Proposed Conditions
RM10.351.43.V4	
Discharge Permit (to water)	
To discharge water containing contaminants to water in open pits and Frasers Underground mine for the purpose of disposal of water and the creation of lakes (the Golden Point - Round Hill Pit Lake and the Frasers - Innes Mills Pit Lake)	
For a term expiring: 1 October 2046	
Location of consent activity: Macraes Gold Project, Macraes Flat	
Legal description of consent location: Pt Secs 6 - 8 Blk II Highlay SD, Pt Sec 10 Blk II Highlay SD, Sec 22 Blk II Highlay SD, Secs 27 – 30 Bk II Highlay SD, Secs 35 – 36 Blk II Highlay SD, Sec 46 Blk II Highlay SD, Sec 49 Blk II Highlay SD, Pt Lot 1 DP21220, Lot 2 DP21220, Lot 4 DP21220, Pt Secs 13 – 15 Blk II Highlay SD, Pt Sec 14 Blk IX Highlay SD, Sec 19 SO331188, Pt Sec 14 Blk IX Highlay SD, Pt Sec 19 Blk IX Highlay SD.	
Map reference: Within a 3 kilometre radius of NZTM2000 1400484 E 4973117 N	
Conditions	
Specific	
1	This consent shall be exercised in conjunction with Water Permit RM10.351.44, Water Permit RM10.351.45, Water Permit RM10.351.46, Discharge Permit RM10.351.47 and any subsequent variations to these consents.
2	For the purposes of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
3	<p>This consent shall be exercised substantially in accordance with the following:</p> <ul style="list-style-type: none">• Macraes Phase III Assessment of Environmental Effects dated 2 May 2011;• Appendix 2, Macraes Phase III: Landscape and Visual Assessment, Opus International Consultants Ltd, April 2011;• Appendix 3, Macraes Phase III: Botanical Assessment, Ryder Consulting Ltd, 29 April 2011;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • Appendix 4, Macraes Phase III: Avifauna and Herpetofauna Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 5, Macraes Phase III: Aquatic Ecology Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 8, Macraes Phase III Project: Water Management Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 9, Macraes Phase III Project: Water Quality Effects Mitigation Options, Golder Associates (NZ) Limited, April 2011; • Appendix 10, Macraes Phase III Project: Site Wide Surface Water Model, Golder Associates (NZ) Limited, April 2011; • Appendix 14, Macraes Phase III Project: Groundwater Contaminant Transport Assessment – Deepdell Creek, North Branch Waikouaiti River and Murphys Creek Catchments, Golder Associates (NZ) Limited, April 2011; • Appendix 15, Macraes Phase III Project: Environmental Water Quality Data Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 22, Macraes Phase III Project: Erosion and Sediment Control", Engineering Geology Limited, 29 April 2011; and • Appendix 27, Waste Rock Stack General Stability Report, Pells Sullivan Meynink, 23 February 2011; and • Frasers Co-Disposal Project Assessment of Environmental Effects, 3 February 2023 and associated plans and appendices; and • Response to s92 request for further information, dated 23 March 2023 and 18 April 2023 • Continuity Consents Project Assessment of Environmental Effects, 15 December 2023 and associated plans and appendices, and responses to further information requests; and • <u>Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025); and</u> • <u>Response to s92(1) Request for Further Information, dated 15 October 2024; and</u> • <u>Response to s92(1) Request for Further Information, dated 5 February 2025.</u> <p>Should there be any inconsistencies between this information and the consent, the conditions and terms of this consent shall prevail.</p>
NEW	<p>The Consent Holder must follow the process set out below for any plans, documents, designs or specifications (hereafter referred to as 'documents') requiring written certification from Otago Regional Council (Council):</p> <p>a) Documents requiring written certification must be submitted to Council in electronic and hard copy form.</p>

Condition Number	Proposed Conditions
	<p>b) Subject to (c) and (e) below, works to which the documents relate must not commence until the Consent Holder has received written certification from Council.</p> <p>c) If the Consent Holder has not received a response from Council stating that the documents are under review within 20 working days of the date of submission under (a) above the documents must be deemed to be certified.</p> <p><i>Advice Notes: If the Council, or Council's response is that that they are not able to certify the documents the Council is expected to provide the Consent Holder with reasons and recommendations for changes to the documents in writing. For the purposes of this condition a Council response may include confirmation that:</i></p> <ul style="list-style-type: none"> <i>The document has been received and review has begun, or has been sought from external peer reviewers.</i> <i>The document has been received, and cannot be certified until aspects of the contents are rectified.</i> <i>The document is certified.</i> <p>d) The Consent Holder must consider the Council's reasons and recommendations and resubmit amended documents for written certification.</p> <p>e) If the Consent Holder has not received a response from the Council within 15 working days of the date of resubmission under (d) above, the documents may be deemed to be certified.</p> <p>f) If the Council's response is that that they are still not able to certify the resubmitted documents then the Consent Holder must nevertheless implement the resubmitted documents with a notation that written certification of them has not occurred.</p> <p>h) Certified documents may be amended at the request of the Consent Holder at any time subject to written recertification undertaken in accordance with parts (a) to (f) of this condition with references in those clauses to certification to be read as recertification.</p>
4	<p>The discharge will occur in the areas marked Golden Point Pit - Round Hill Pit and Frasers Pit - Innes Mills Pit and into Frasers Underground Mine shown on Appendix I attached.</p>
5	<p>Prior to the first commencement of pit lake filling in Golden Point Pit, the consent holder must ensure that both the Golden Point Underground Mine workings and the historic mine workings in Golden Point Pit are sealed to shall take all practicable measures to ensure that seepage of pit lake water through the se historic workings into Deepdell Creek Golden Point Pit is avoided minimised.</p>

Condition Number	Proposed Conditions
6	Prior to the exercise of this consent, the consent holder shall engage a suitably qualified geotechnical engineer to assess the effects of lake filling on the stability of the pit walls and provide a design report outlining their assessment. This report must be peer-reviewed by a suitably qualified and experienced independent engineer. This report shall be submitted to the Consent Authority prior to the exercise of this consent. The Consent Holder must implement any recommendations of the design engineer, or the independent reviewer.
Performance Monitoring	
7	<p>This consent shall be exercised in accordance with and be subject to a Pit Lake Compliance and Monitoring Schedule that must be prepared by a suitably qualified and experienced person shall be developed in consultation with the Consent Authority and submitted to the Consent Authority for certification in accordance with Condition X prior to the exercise of this consent. The Pit Lake Compliance and Monitoring Schedule must be prepared in accordance with the following objectives:</p> <ul style="list-style-type: none"> a) To ensure that the natural flow patterns in receiving waterbodies are restored and maintained to the extent practicable to support aquatic ecosystems. b) To ensure that water quality in receiving waterbodies provides for healthy aquatic ecosystems and human uses such as contact recreation and drinking water. c) To prevent a reduction in cultural health and mauri of receiving waterbodies.
8	The quality of water to be discharged shall be compliant with the parameters stipulated in the Pit Lake Compliance and Monitoring Schedule that is to be developed prior to the exercise of this consent.
9	<p>(a) Prior to the exercise of this consent, the consent holder shall submit to the Consent Authority for certification in accordance with Condition X a Water Quality Management Plan for the Golden Point - Round Hill and Frasers - Innes Mills Pit Lakes that has been prepared by a suitably qualified and experienced person. The purpose of the Water Quality Management Plan is to set out the monitoring and methods which can be used to ensure that water quality associated with the lakes created meets the compliance standards set out in the Pit Lake Compliance and Monitoring Schedule that is to be developed prior to the exercise of this consent. The Water Quality Management Plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. Details of surface water quality monitoring within the Deepdell Creek and North Branch of the Waikouaiti River catchments, including location and frequency;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> ii. Identification of monitoring results that would trigger the requirement for a comprehensive review of water quality to determine whether additional mitigation measures should be adopted to ensure appropriate surface water quality, and requirements for the collation and interpretation of monitoring results; iii. A description of mitigation measures implemented or available during the mine operational period; iv. A description of mitigation measures implemented or available post mine closure; and v. A timeline detailing when it is anticipated that mitigation measures may be required and providing an indication of implementation timeframes. <p>(b) The Water Quality Management Plan for this consent may be combined with any Water Quality Management Plan required by any other consent held by the consent holder for mining operations at Macraes Flat, provided the conditions specific to this consent are clearly and unambiguously included.</p> <p>(c) The consent holder shall exercise this consent in accordance with the Water Quality Management Plan.</p> <p>(d) The consent holder shall review the Water Quality Management Plan annually and, if necessary, update it. The updated plan must be submitted to the Consent Authority in accordance with Condition X. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.</p>
10	<p>(a) No less than twelve months prior to the exercise of this consent, the consent holder shall provide the Consent Authority with a Closure Manual for the Golden Point - Round Hill and Frasers - Innes Mills Pit Lakes for certification in accordance with Condition X. The manual shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. Details of the pit lake design requirements; ii. Details of the lake filling requirements; and iii. Details of the long term pit wall stability. <p>(b) The consent holder shall exercise the consent in accordance with the Closure Manual. The consent holder shall review the manual annually and if necessary update it. The updated Closure Manual must be submitted to the Consent Authority for certification in accordance with Condition X. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.</p>

Condition Number	Proposed Conditions
11	<p>(a) The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover the forthcoming year. The consent holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining; ii. A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; iii. A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; iv. An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; v. Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; vi. A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; vii. A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps; viii. A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a non-compliance event and/or any adverse effects on the environment; ix. Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Management Plans and the Dust Management Plan;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> x. An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months; xi. A detailed section on rehabilitation including, but not limited to the following: <ul style="list-style-type: none"> • A description of rehabilitation planned for the next five years; • A description of proposed rehabilitation methods; • The details of the location, design (including shape form and contour) and construction of all permanent structures; • Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months; • Drainage details for disturbed and recently rehabilitated areas; • Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and • Details of the management of areas previously rehabilitated. xii. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent; xiii. An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent; xiv. An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent; xv. A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and xvi. Any other information required by any other condition of this consent and any related consent. <p>(b) The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.</p>

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (c) The consent holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority. (d) The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan. (e) The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan. (f) Each year, the consent holder shall provide the Chairperson of Macraes Community Incorporated, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.
12	<ul style="list-style-type: none"> (a) The consent holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mine operations for certification in accordance with Condition X. (b) The Site Decommissioning Plan shall be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups. (c) The Site Decommissioning Plan shall include but not be limited to: <ul style="list-style-type: none"> i. A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings impoundments, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire; ii. A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents; iii. Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment; iv. Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents; v. Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; and

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> vi. Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure compliance with numerical standards and mitigation plans; and vii. Peer-reviewed findings of <u>a</u> geotechnical assessment undertaken for the purpose of determining an appropriate exclusion zone around <u>the Golden Point - Round Hill Pit Lake, and the Frasers and Innes Mills Pit Lakes.</u>
13	In the event of any non compliance with the conditions of this consent, the consent holder shall notify the Consent Authority within 24 hours of the non compliance being detected. Within five working days the consent holder shall provide written notification to the Consent Authority providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non compliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non compliance.
14	The consent holder shall pay to the Consent Authority, the costs for monitoring, enforcing and administering this consent as agreed upon between the consent holder and the Consent Authority pursuant to Section 36 of the Resource Management Act 1991.
15	<p>The consent holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to:</p> <ul style="list-style-type: none"> (a) name and location of site where the problem is experienced; (b) nature of the problem; (c) date and time problem occurred, and when reported; (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again. <p>The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 11 of this consent.</p>
General	
16	The Consent Authority may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu ki Otago on behalf of Te Runanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention to review the conditions of

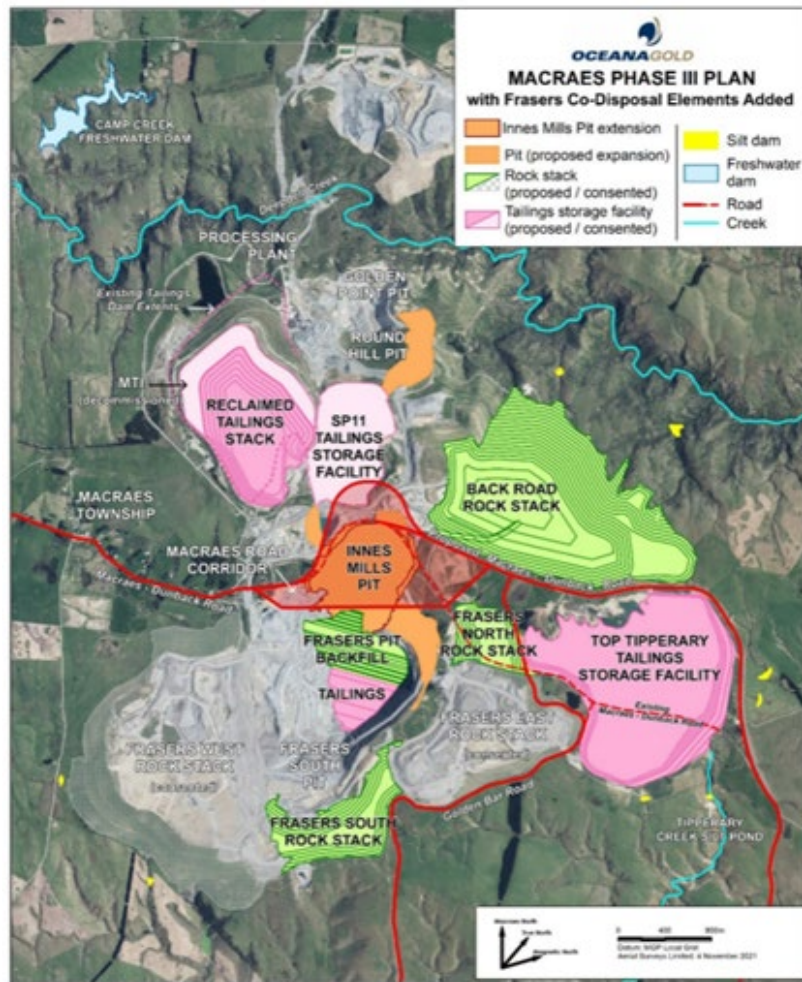
Condition Number	Proposed Conditions
	<p>this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.</p>
17	<p>(a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:</p> <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with Conditions 17(m) to 17(q) of this consent. <p>(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 17(a).</p> <p>(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p> <p>(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.</p> <p>(g) The amount of the bond(s) shall include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of: <ul style="list-style-type: none"> - Monitoring in accordance with the monitoring conditions of the consent;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; - Monitoring any rehabilitation required by this consent.
	<ul style="list-style-type: none"> iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
	(h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
	(i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
	(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
	(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
	(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
	(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.
	(n) The amount of the bond to be provided under Condition 17(m) shall include the amount (if any) considered by the Consent Authority necessary for: <ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies.

Condition Number	Proposed Conditions
	<p>(o) Without limitation, the amount secured by the bond given under Condition 17(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.</p> <p>(p) The bond(s) required by Condition 17(m) must be provided on the earlier of:</p> <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent. <p>(q) Conditions 17(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 17(m).</p>
18	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I – RM10.351.43

[Replace the plan on left with the plan on right]



RM10.351.44.V4

Condition Number	Proposed Conditions
RM10.351.44.V4	
Water Permit (dam)	
To dam water in open pits for the purpose of creating the Golden Point - Round Hill Pit Lake and the Frasers - Innes Mills Pit Lake.	
For a term expiring: 1 October 2046	
Location of consent activity: Macraes Gold Project, Macraes Flat	
Legal description of consent location: Pt Secs 6 - 8 Blk II Highlay SD, Pt Sec 10 Blk II Highlay SD, Sec 22 Blk II Highlay SD, Secs 27 – 30 Blk II Highlay SD, Secs 35 – 36 Blk II Highlay SD, Sec 46 Blk II Highlay SD, Sec 49 Blk II Highlay SD, Pt Lot 1 DP21220, Lot 2 DP21220, Lot 4 DP21220, Pt Secs 13 – 15 Blk II Highlay SD, Pt Sec 14 Blk IX Highlay SD, Sec 19 SO331188, Pt Sec 14 Blk IX Highlay SD, Pt Sec 19 Blk IX Highlay SD.	
Map reference: Within a 3 kilometre radius of NZTM2000 1400484 E 4973117 N	
Conditions	
Specific	
1	This consent will be exercised together with Discharge Permit RM10.351.43, Water Permit RM10.351.45, Water Permit RM10.351.46, Discharge Permit RM10.351.47 and any subsequent variations to these consents.
2	For the purposes of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
3	<p>This consent shall be exercised substantially in accordance with the following:</p> <ul style="list-style-type: none">• Macraes Phase III Assessment of Environmental Effects dated 2 May 2011;• Appendix 2, Macraes Phase III: Landscape and Visual Assessment, Opus International Consultants Ltd, April 2011;• Appendix 3, Macraes Phase III: Botanical Assessment, Ryder Consulting Ltd, 29 April 2011;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • Appendix 4, Macraes Phase III: Avifauna and Herpetofauna Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 5, Macraes Phase III: Aquatic Ecology Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 8, Macraes Phase III Project: Water Management Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 9, Macraes Phase III Project: Water Quality Effects Mitigation Options, Golder Associates (NZ) Limited, April 2011; • Appendix 10, Macraes Phase III Project: Site Wide Surface Water Model, Golder Associates (NZ) Limited, April 2011; • Appendix 14, Macraes Phase III Project: Groundwater Contaminant Transport Assessment – Deepdell Creek, North Branch Waikouaiti River and Murphys Creek Catchments, Golder Associates (NZ) Limited, April 2011; • Appendix 15, Macraes Phase III Project: Environmental Water Quality Data Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 22, Macraes Phase III Project: Erosion and Sediment Control", Engineering Geology Limited, 29 April 2011; and • Appendix 27, Waste Rock Stack General Stability Report, Pells Sullivan Meynink, 23 February 2011; and • Frasers Co-Disposal Project Assessment of Environmental Effects, 3 February 2023 and associated plans and appendices; and • Response to s92 request for further information, dated 23 March 2023 and 18 April 2023; and • Continuity Consents Project Assessment of Environmental Effects, 15 December 2023 and associated plans and appendices, and responses to further information requests; <u>and</u> • <u>Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 18 March 2024 (Updated 18 February 2025);</u> • <u>Response to s92(1) Request for Further Information, dated 15 October 2024; and</u> • <u>Response to s92(1) Request for Further Information, dated 5 February 2025.</u> <p>Should there be any inconsistencies between this information and the consent, the conditions and terms of this consent shall prevail.</p>
NEW	<p>The Consent Holder must follow the process set out below for any plans, documents, designs or specifications (hereafter referred to as 'documents') requiring written certification from Otago Regional Council (Council):</p> <p>a) Documents requiring written certification must be submitted to Council in electronic and hard copy form.</p>

Condition Number	Proposed Conditions
	<p>b) Subject to (c) and (e) below, works to which the documents relate must not commence until the Consent Holder has received written certification from Council.</p> <p>c) If the Consent Holder has not received a response from Council stating that the documents are under review within 20 working days of the date of submission under (a) above the documents must be deemed to be certified.</p> <p><i>Advice Notes: If the Council, or Council's response is that that they are not able to certify the documents the Council is expected to provide the Consent Holder with reasons and recommendations for changes to the documents in writing. For the purposes of this condition a Council response may include confirmation that:</i></p> <ul style="list-style-type: none"> <i>The document has been received and review has begun, or has been sought from external peer reviewers.</i> <i>The document has been received, and cannot be certified until aspects of the contents are rectified.</i> <i>The document is certified.</i> <p>d) The Consent Holder must consider the Council's reasons and recommendations and resubmit amended documents for written certification.</p> <p>e) If the Consent Holder has not received a response from the Council within 15 working days of the date of resubmission under (d) above, the documents may be deemed to be certified.</p> <p>f) If the Council's response is that that they are still not able to certify the resubmitted documents then the Consent Holder must nevertheless implement the resubmitted documents with a notation that written certification of them has not occurred.</p> <p>h) Certified documents may be amended at the request of the Consent Holder at any time subject to written recertification undertaken in accordance with parts (a) to (f) of this condition with references in those clauses to certification to be read as recertification.</p>
4	The damming will occur in the areas marked Golden Point Pit - Round Hill Pit and Frasers Pit - Innes Mills Pit and in Frasers Underground Mine shown on Appendix I attached.
5	Prior to the commencement of this consent, fences shall be erected surrounding the open pit lakes to prevent stock access.

Condition Number	Proposed Conditions
6	Prior to the exercise of this consent, the consent holder shall engage a suitably qualified geotechnical engineer to assess the effects of lake filling on the stability of the pit walls and provide a design report outlining their assessment. This report shall be submitted to the Consent Authority prior to the exercise of this consent.
7	The lakes shall at all times have sufficient freeboard to fully contain waves induced by landslides and earthquakes.
NEW	The Consent Holder must take all necessary measures to capture any seepage from the Frasers-Innes Mills Pit Lake prior to it entering Murphys Silt Pond and return this to the Frasers-Innes Mills Pit Lake.
Performance Monitoring	
8	<p>This consent shall be exercised in accordance with and be subject to a Pit Lake Compliance and Monitoring Schedule that must be prepared by a suitably qualified and experienced person shall be developed in consultation with the Consent Authority and submitted to the Consent Authority for certification in accordance with Condition X prior to the exercise of this consent. The Pit Lake Compliance and Monitoring Schedule must be prepared in accordance with the following objectives:</p> <ul style="list-style-type: none"> a) To ensure that the natural flow patterns in receiving waterbodies are restored and maintained to the extent practicable to support aquatic ecosystems. b) To ensure that water quality in receiving waterbodies provides for healthy aquatic ecosystems and human uses such as contact recreation and drinking water. c) To prevent a reduction in cultural health and mauri of receiving waterbodies.
9	<p>(e) Prior to the exercise of this consent, the consent holder shall submit to the Consent Authority for certification in accordance with Condition X a Water Quality Management Plan for the Golden Point - Round Hill and Frasers - Innes Mills Pit Lakes that has been prepared by a suitably qualified and experienced person. The purpose of the Water Quality Management Plan is to set out the monitoring and methods which can be used to ensure that water quality associated with the lakes created meets the compliance standards set out in the Pit Lake Compliance and Monitoring Schedule that is to be developed prior to the exercise of this consent. The Water Quality Management Plan shall include, but not be limited to:</p>

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> i. Details of surface water quality monitoring within the Deepdell Creek and North Branch of the Waikouaiti River catchments, including location and frequency and requirements for the collation and interpretation of monitoring results; ii. Identification of monitoring results that would trigger the requirement for a comprehensive review of water quality to determine whether additional mitigation measures should be adopted to ensure appropriate surface water quality; iii. A description of mitigation measures implemented or available during the mine operational period; iv. A description of mitigation measures implemented or available post mine closure; and v. A timeline detailing when it is anticipated that mitigation measures may be required and providing an indication of implementation timeframes. <p>(f) The Water Quality Management Plan for this consent may be combined with any Water Quality Management Plan required by any other consent held by the consent holder for mining operations at Macraes Flat, provided the conditions specific to this consent are clearly and unambiguously included.</p> <p>(g) The consent holder shall exercise this consent in accordance with the Water Quality Management Plan.</p> <p>(a) The consent holder shall review the Water Quality Management Plan annually and, if necessary, update it. The updated plan must be submitted to the Consent Authority in accordance with Condition X. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.</p>
10	<p>(a) No less than twelve months prior to the exercise of this consent, the consent holder shall provide the Consent Authority with a Closure Manual for the Golden Point - Round Hill and Frasers - Innes Mills Pit Lakes for certification in accordance with Condition X. The manual shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. Details of the pit lake design requirements; ii. Details of the lake filling requirements; and ii. Details of the long term pit wall stability. <p>(b) The consent holder shall exercise the consent in accordance with the Closure Manual. The consent holder shall review the manual annually and if necessary update it. The updated Closure Manual must be submitted to the Consent Authority for certification in</p>

Condition Number	Proposed Conditions
	<p>accordance with Condition X. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.</p>
11	<p>(a) The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover the forthcoming year. The consent holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining; ii. A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; iii. A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; iv. An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; v. Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; vi. A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; vii. A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps; viii. A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a non-compliance event and/or any adverse effects on the environment; ix. Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment

Condition Number	Proposed Conditions
	Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Management Plans and the Dust Management Plan;
x.	An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months;
xi.	<p>A detailed section on rehabilitation including, but not limited to the following:</p> <ul style="list-style-type: none"> • A description of rehabilitation planned for the next five years; • A description of proposed rehabilitation methods; • The details of the location, design (including shape form and contour) and construction of all permanent structures; • Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months; • Drainage details for disturbed and recently rehabilitated areas; • Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and • Details of the management of areas previously rehabilitated.
xii.	An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;
xiii.	An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;
xiv.	An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;
xv.	A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and
xvi.	Any other information required by any other condition of this consent and any related consent.
(b)	The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (c) The consent holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority. (d) The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan. (e) The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan. (f) Each year, the consent holder shall provide the Chairperson of Macraes Community Incorporated, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.
12	<ul style="list-style-type: none"> (a) The consent holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mine operations. (b) The Site Decommissioning Plan shall be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups. (c) The Site Decommissioning Plan shall include but not be limited to: <ul style="list-style-type: none"> i. A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings impoundments, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire; ii. A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents; iii. Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment; iv. Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents; v. Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; and

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> vi. Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure compliance with numerical standards and mitigation plans; <u>and</u> vii. <u>Peer-reviewed findings of a geotechnical assessment undertaken for the purpose of determining an appropriate exclusion zone around the Golden Point - Round Hill Pit Lake and the Frasers - Innes Mills Pit Lake.</u>
13	In the event of any non compliance with the conditions of this consent, the consent holder shall notify the Consent Authority within 24 hours of the non compliance being detected. Within five working days the consent holder shall provide written notification to the Consent Authority providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non compliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non compliance.
14	The consent holder shall pay to the Consent Authority, the costs for monitoring, enforcing and administering this consent as agreed upon between the consent holder and the Consent Authority pursuant to Section 36 of the Resource Management Act 1991.
15	<p>The consent holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to:</p> <ul style="list-style-type: none"> (a) name and location of site where the problem is experienced; (b) nature of the problem; (c) date and time problem occurred, and when reported; (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again. <p>The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 11 of this consent.</p>
General	
16	The Consent Authority may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu ki Otago on behalf of Te Runanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention to review the conditions of

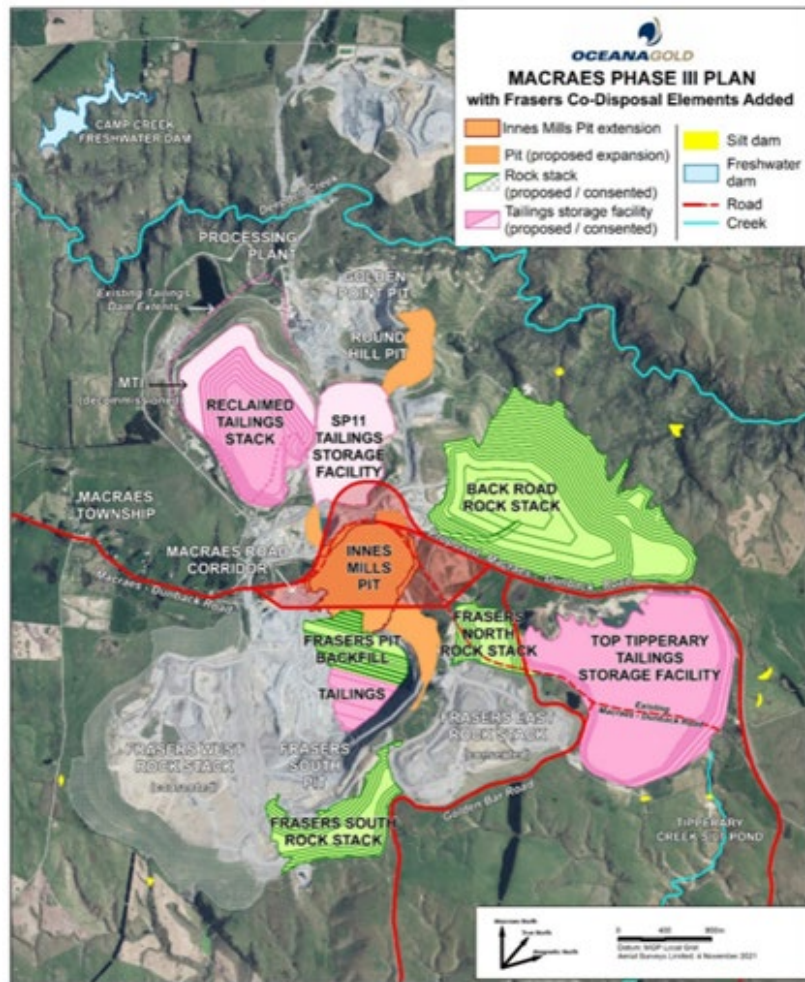
Condition Number	Proposed Conditions
	<p>this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.</p>
17	<p>(a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:</p> <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with Conditions 17(m) to 17(q) of this consent. <p>(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 17(a).</p> <p>(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p> <p>(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.</p> <p>(g) The amount of the bond(s) shall include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of: <ul style="list-style-type: none"> - Monitoring in accordance with the monitoring conditions of the consent;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; - Monitoring any rehabilitation required by this consent.
	<ul style="list-style-type: none"> iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
	(h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
	(i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
	(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
	(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
	(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
	(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.
	(n) The amount of the bond to be provided under Condition 17(m) shall include the amount (if any) considered by the Consent Authority necessary for: <ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies.

Condition Number	Proposed Conditions
	<p>(o) Without limitation, the amount secured by the bond given under Condition 17(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.</p> <p>(p) The bond(s) required by Condition 17(m) must be provided on the earlier of:</p> <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent. <p>(q) Conditions 17(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 17(m).</p>
18	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I – RM10.351.44

[Replace the plan on left with the plan on right]



RM10.351.45.V3

Condition Number	Proposed Conditions
RM10.351.45.V3	
Water Permit (take and use)	
To take groundwater for the purpose of creating the Golden Point - Round Hill Lake and Frasers - Innes Mills Pit Lakes.	
For a term expiring: 1 October 2046	
Location of consent activity: Macraes Gold Project, Macraes Flat	
Legal description of consent location: Pt Secs 6 - 8 Blk II Highlay SD, Pt Sec 10 Blk II Highlay SD, Sec 22 Blk II Highlay SD, Secs 27 – 30 Bk II Highlay SD, Secs 35 – 36 Blk II Highlay SD, Sec 46 Blk II Highlay SD, Sec 49 Blk II Highlay SD, Pt Lot 1 DP21220, Lot 2 DP21220, Lot 4 DP21220, Pt Secs 13 – 15 Blk II Highlay SD, Pt Sec 14 Blk IX Highlay SD, Sec 19 SO331188, Pt Sec 14 Blk IX Highlay SD, Pt Sec 19 Blk IX Highlay SD.	
Map reference: Within a 3 kilometre radius of NZTM2000 1400484 E 4973117 N	
Conditions	
Specific	
1	This consent shall be exercised in conjunction with Discharge Permit RM10.351.43, Water Permit RM10.351.44, Water Permit RM10.351.46, Discharge Permit RM10.351.47, and any subsequent variations to these consents.
2	For the purposes of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
3	<p>This consent shall be exercised substantially in accordance with the following:</p> <ul style="list-style-type: none">• Macraes Phase III Assessment of Environmental Effects dated 2 May 2011;• Appendix 2, Macraes Phase III: Landscape and Visual Assessment, Opus International Consultants Ltd, April 2011;• Appendix 3, Macraes Phase III: Botanical Assessment, Ryder Consulting Ltd, 29 April 2011;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • Appendix 4, Macraes Phase III: Avifauna and Herpetofauna Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 5, Macraes Phase III: Aquatic Ecology Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 8, Macraes Phase III Project: Water Management Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 9, Macraes Phase III Project: Water Quality Effects Mitigation Options, Golder Associates (NZ) Limited, April 2011; • Appendix 10, Macraes Phase III Project: Site Wide Surface Water Model, Golder Associates (NZ) Limited, April 2011; • Appendix 14, Macraes Phase III Project: Groundwater Contaminant Transport Assessment – Deepdell Creek, North Branch Waikouaiti River and Murphys Creek Catchments, Golder Associates (NZ) Limited, April 2011; • Appendix 15, Macraes Phase III Project: Environmental Water Quality Data Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 22, Macraes Phase III Project: Erosion and Sediment Control", Engineering Geology Limited, 29 April 2011; and • Appendix 27, Waste Rock Stack General Stability Report, Pells Sullivan Meynink, 23 February 2011; and • Frasers Co-Disposal Project Assessment of Environmental Effects, 3 February 2023 and associated plans and appendices; and • Response to s92 request for further information, dated 23 March 2023 and 18 April 2023; and • Continuity Consents Project Assessment of Environmental Effects, 15 December 2023 and associated plans and appendices, and responses to further information requests; and • <u>Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025);</u> • <u>Response to s92(1) Request for Further Information, dated 15 October 2024; and</u> • <u>Response to s92(1) Request for Further Information, dated 5 February 2025.</u> <p>Should there be any inconsistencies between this information and the consent, the conditions and terms of this consent shall prevail.</p>
4	<p>The taking of groundwater will generally occur in the areas marked Golden Point Pit - Round Hill Pit and Frasers Pit - Innes Mills Pit shown on Appendix I attached</p>

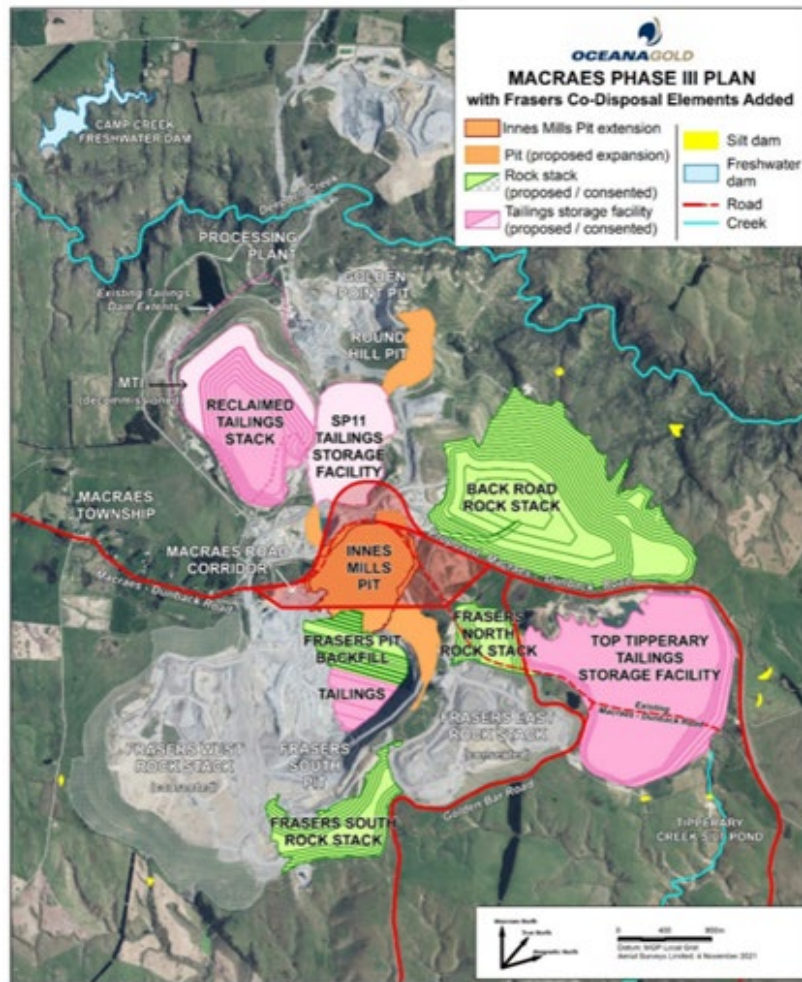
Condition Number	Proposed Conditions
5	There shall be no adverse effects on any lawful downstream water take as a result of the exercise of this consent.
6	The consent holder shall take all practicable measures to ensure that seepage of pit lake water through the historic workings in Golden Point Pit is minimised.
General	
7	The Consent Authority may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu ki Otago on behalf of Te Runanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.
8	<p>(a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:</p> <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with Conditions 8(m) to 8(q) of this consent. <p>(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 8(a).</p> <p>(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p>

Condition Number	Proposed Conditions
	<p>(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.</p> <p>(g) The amount of the bond(s) shall include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of: <ul style="list-style-type: none"> - Monitoring in accordance with the monitoring conditions of the consent; - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; - Monitoring any rehabilitation required by this consent. iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent. <p>(h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.</p> <p>(i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).</p> <p>(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.</p> <p>(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.</p> <p>(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.</p> <p>(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.</p> <p>(n) The amount of the bond to be provided under Condition 8(m) shall include the amount (if any) considered by the Consent Authority necessary for:</p>

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies. <p>(o) Without limitation, the amount secured by the bond given under Condition 8(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.</p> <p>(p) The bond(s) required by Condition 8(m) must be provided on the earlier of:</p> <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent. <p>(q) Conditions 8(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 8(m).</p>
9	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I – RM10.351.45

[Replace the plan on left with the plan on right]



RM10.351.46.V3

Condition Number	Proposed Conditions
RM10.351.46.V3	
Water Permit (take and use)	
To take surface water for the purpose of creating the Golden Point - Round Hill Lake and Frasers - Innes Mills Pit Lakes.	
For a term expiring: 1 October 2046	
Location of consent activity: Macraes Gold Project, Macraes Flat	
Legal description of consent location: Pt Secs 6 - 8 Blk II Highlay SD, Pt Sec 10 Blk II Highlay SD, Sec 22 Blk II Highlay SD, Secs 27 – 30 Bk II Highlay SD, Secs 35 – 36 Blk II Highlay SD, Sec 46 Blk II Highlay SD, Sec 49 Blk II Highlay SD, Pt Lot 1 DP21220, Lot 2 DP21220, Lot 4 DP21220, Pt Secs 13 – 15 Blk II Highlay SD, Pt Sec 14 Blk IX Highlay SD, Sec 19 SO331188, Pt Sec 14 Blk IX Highlay SD, Pt Sec 19 Blk IX Highlay SD.	
Map reference: Within a 3 kilometre radius of NZTM2000 1400484 E 4973117 N	
Conditions	
Specific	
1	This consent shall be exercised in conjunction with Discharge Permit RM10.351.43, Water Permit RM10.351.44, Water Permit RM10.351.45, Discharge Permit RM10.351.47, and any subsequent variations to these consents.
2	For the purposes of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
3	<p>This consent shall be exercised substantially in accordance with the following:</p> <ul style="list-style-type: none">• Macraes Phase III Assessment of Environmental Effects dated 2 May 2011;• Appendix 2, Macraes Phase III: Landscape and Visual Assessment, Opus International Consultants Ltd, April 2011;• Appendix 3, Macraes Phase III: Botanical Assessment, Ryder Consulting Ltd, 29 April 2011;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • Appendix 4, Macraes Phase III: Avifauna and Herpetofauna Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 5, Macraes Phase III: Aquatic Ecology Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 8, Macraes Phase III Project: Water Management Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 9, Macraes Phase III Project: Water Quality Effects Mitigation Options, Golder Associates (NZ) Limited, April 2011; • Appendix 10, Macraes Phase III Project: Site Wide Surface Water Model, Golder Associates (NZ) Limited, April 2011; • Appendix 14, Macraes Phase III Project: Groundwater Contaminant Transport Assessment – Deepdell Creek, North Branch Waikouaiti River and Murphys Creek Catchments, Golder Associates (NZ) Limited, April 2011; • Appendix 15, Macraes Phase III Project: Environmental Water Quality Data Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 22, Macraes Phase III Project: Erosion and Sediment Control", Engineering Geology Limited, 29 April 2011; and • Appendix 27, Waste Rock Stack General Stability Report, Pells Sullivan Meynink, 23 February 2011; and • Frasers Co-Disposal Project Assessment of Environmental Effects, 3 February 2023 and associated plans and appendices; and • Response to s92 request for further information, dated 23 March 2023 and 18 April 2023; and • Continuity Consents Project Assessment of Environmental Effects, 15 December 2023 and associated plans and appendices, and responses to further information requests; and • <u>Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025);</u> • <u>Response to s92(1) Request for Further Information, dated 15 October 2024; and</u> • <u>Response to s92(1) Request for Further Information, dated 5 February 2025.</u> <p>Should there be any inconsistencies between this information and the consent, the conditions and terms of this consent shall prevail.</p>
4	<p>The taking of surface water will generally occur in the areas marked Golden Point Pit - Round Hill Pit and Frasers Pit - Innes Mills Pit shown on Appendix I attached.</p>

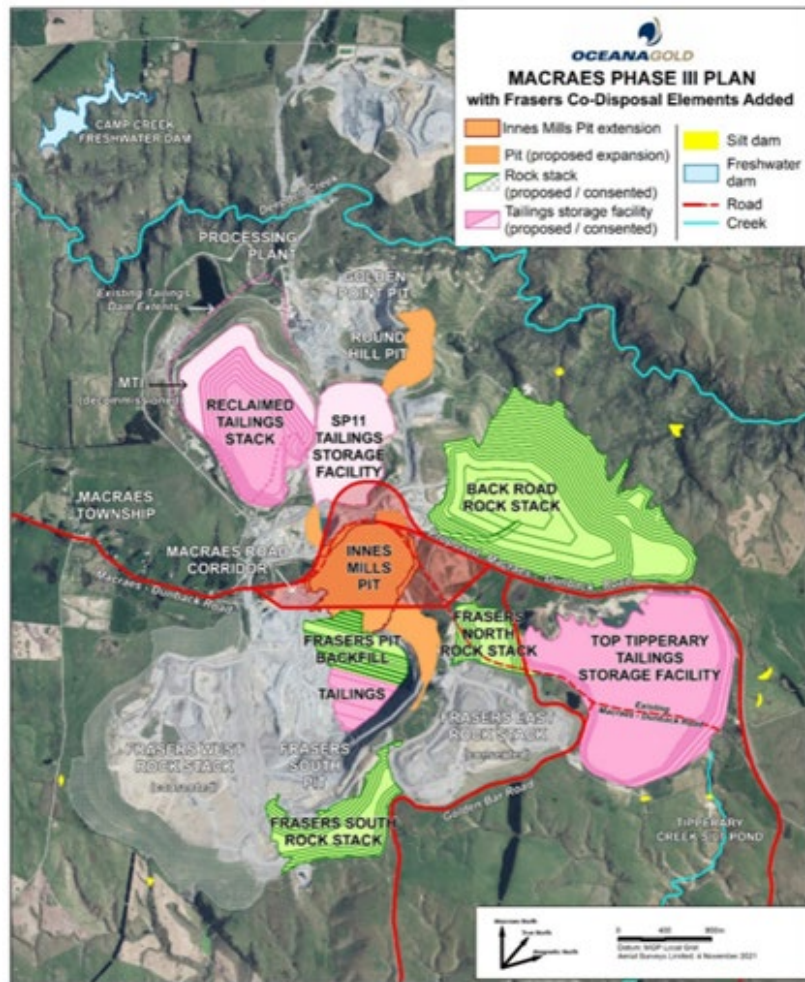
Condition Number	Proposed Conditions
5	There shall be no adverse effects on any lawful downstream water take as a result of the exercise of this consent.
6	The consent holder shall take all practicable measures to ensure that seepage of pit lake water through the historic workings in Golden Point Pit is minimised.
General	
7	The Consent Authority may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu ki Otago on behalf of Te Runanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.
8	<p>(a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:</p> <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with Conditions 8(m) to 8(q) of this consent. <p>(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 8(a).</p> <p>(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p>

Condition Number	Proposed Conditions
	<p>(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.</p> <p>(g) The amount of the bond(s) shall include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of: <ul style="list-style-type: none"> - Monitoring in accordance with the monitoring conditions of the consent; - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; - Monitoring any rehabilitation required by this consent. iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent. <p>(h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.</p> <p>(i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).</p> <p>(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.</p> <p>(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.</p> <p>(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.</p> <p>(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.</p> <p>(n) The amount of the bond to be provided under Condition 8(m) shall include the amount (if any) considered by the Consent Authority necessary for:</p>

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies. <p>(o) Without limitation, the amount secured by the bond given under Condition 8(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.</p> <p>(p) The bond(s) required by Condition 8(m) must be provided on the earlier of:</p> <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent. <p>(q) Conditions 8(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 8(m).</p>
9	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I – RM10.351.46

[Replace the plan on left with the plan on right]



RM10.351.47.V4

Condition Number	Proposed Conditions
RM10.351.47.V4	
Discharge Permit (to land)	
To discharge water containing contaminants to land in open pits and Frasers Underground mine for the purpose of disposal of water and the creation of lakes (the Golden Point - Round Hill Pit Lake and the Frasers - Innes Mills Pit Lake)	
For a term expiring:	1 October 2046
Location of consent activity:	Macraes Gold Project, Macraes Flat
Legal description of consent location:	Pt Secs 6 - 8 Blk II Highlay SD, Pt Sec 10 Blk II Highlay SD, Sec 22 Blk II Highlay SD, Secs 27 – 30 Bk II Highlay SD, Secs 35 – 36 Blk II Highlay SD, Sec 46 Blk II Highlay SD, Sec 49 Blk II Highlay SD, Pt Lot 1 DP21220, Lot 2 DP21220, Lot 4 DP21220, Pt Secs 13 – 15 Blk II Highlay SD, Pt Sec 14 Blk IX Highlay SD, Sec 19 SO331188, Pt Sec 14 Blk IX Highlay SD, Pt Sec 19 Blk IX Highlay SD.
Map reference:	Within a 3 kilometre radius of NZTM2000 1400484 E 4973117 N

Conditions

Specific

1	This consent shall be exercised in conjunction with Discharge Permit RM10.351.43, Water Permit RM10.351.44, Water Permit RM10.351.45, Water Permit RM10.351.46, and any subsequent variations to these consents.
2	For the purposes of Section 125 of the Resource Management Act 1991, this consent shall not lapse.
3	<p>This consent shall be exercised substantially in accordance with the following:</p> <ul style="list-style-type: none">• Macraes Phase III Assessment of Environmental Effects dated 2 May 2011;• Appendix 2, Macraes Phase III: Landscape and Visual Assessment, Opus International Consultants Ltd, April 2011;• Appendix 3, Macraes Phase III: Botanical Assessment, Ryder Consulting Ltd, 29 April 2011;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • Appendix 4, Macraes Phase III: Avifauna and Herpetofauna Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 5, Macraes Phase III: Aquatic Ecology Assessment, Ryder Consulting Ltd, 29 April 2011; • Appendix 8, Macraes Phase III Project: Water Management Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 9, Macraes Phase III Project: Water Quality Effects Mitigation Options, Golder Associates (NZ) Limited, April 2011; • Appendix 10, Macraes Phase III Project: Site Wide Surface Water Model, Golder Associates (NZ) Limited, April 2011; • Appendix 14, Macraes Phase III Project: Groundwater Contaminant Transport Assessment – Deepdell Creek, North Branch Waikouaiti River and Murphys Creek Catchments, Golder Associates (NZ) Limited, April 2011; • Appendix 15, Macraes Phase III Project: Environmental Water Quality Data Summary Report, Golder Associates (NZ) Limited, April 2011; • Appendix 22, Macraes Phase III Project: Erosion and Sediment Control", Engineering Geology Limited, 29 April 2011; and • Appendix 27, Waste Rock Stack General Stability Report, Pells Sullivan Meynink, 23 February 2011; and • Frasers Co-Disposal Project Assessment of Environmental Effects, 3 February 2023 and associated plans and appendices; and • Response to s92 request for further information, dated 23 March 2023 and 18 April 2023; and • Continuity Consents Project Assessment of Environmental Effects, 15 December 2023 and associated plans and appendices, and responses to further information requests; <u>and</u> • <u>Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025);</u> • <u>Response to s92(1) Request for Further Information, dated 15 October 2024; and</u> • <u>Response to s92(1) Request for Further Information, dated 5 February 2025.</u> <p>Should there be any inconsistencies between this information and the consent, the conditions and terms of this consent shall prevail.</p>
4	<p>The discharge will occur in the areas marked Golden Point Pit - Round Hill Pit and Frasers Pit - Innes Mills Pit and into Frasers Underground Mine shown on Appendix I attached.</p>

Condition Number	Proposed Conditions
5	Prior to the first commencement of pit lake filling in Golden Point Pit, the consent holder must ensure that both the Golden Point Underground Mine workings and the historic mine workings in Golden Point Pit are sealed to shall take all practicable measures to ensure that seepage of pit lake water through these historic workings into Deepdell Creek Golden Point Pit is avoided minimised.
6	Prior to the exercise of this consent, the consent holder shall engage a suitably qualified geotechnical engineer to assess the effects of lake filling on the stability of the pit walls and provide a design report outlining their assessment. This report must be peer-reviewed by a suitably qualified and experienced independent engineer. This report shall be submitted to the Consent Authority prior to the exercise of this consent. The Consent Holder must implement any recommendations of the design engineer, or the independent reviewer.
Performance Monitoring	
7	<p>This consent shall be exercised in accordance with and be subject to a Pit Lake Compliance and Monitoring Schedule that must be prepared by a suitably qualified and experienced person shall be developed in consultation with the Consent Authority and submitted to the Consent Authority for certification in accordance with Condition X prior to the exercise of this consent. The Pit Lake Compliance and Monitoring Schedule must be prepared in accordance with the following objectives:</p> <ul style="list-style-type: none"> a) To ensure that the natural flow patterns in receiving waterbodies are restored and maintained to the extent practicable to support aquatic ecosystems. b) To ensure that water quality in receiving waterbodies provides for healthy aquatic ecosystems and human uses such as contact recreation and drinking water. c) To prevent a reduction in cultural health and mauri of receiving waterbodies.
8	The quality of water to be discharged shall be compliant with the parameters stipulated in the Pit Lake Compliance and Monitoring Schedule that is to be developed prior to the exercise of this consent.
9	(a) Prior to the exercise of this consent, the consent holder shall submit to the Consent Authority for certification in accordance with Condition X a Water Quality Management Plan for the Golden Point - Round Hill and Frasers - Innes Mills Pit Lakes that has been prepared by a suitably qualified and experienced person. The purpose of the Water Quality Management Plan is to set out the monitoring and methods which can be used to ensure that water quality associated with the lakes created meets the compliance

Condition Number	Proposed Conditions
	<p>standards set out in the Pit Lake Compliance and Monitoring Schedule that is to be developed prior to the exercise of this consent. The Water Quality Management Plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. Details of surface water quality monitoring within the Deepdell Creek and North Branch of the Waikouaiti River catchments, including location and frequency and requirements for the collation and interpretation of monitoring results; ii. Identification of monitoring results that would trigger the requirement for a comprehensive review of water quality to determine whether additional mitigation measures should be adopted to ensure appropriate surface water quality; ii. A description of mitigation measures implemented or available during the mine operational period; ✓. A description of mitigation measures implemented or available post mine closure; and ✓. A timeline detailing when it is anticipated that mitigation measures may be required and providing an indication of implementation timeframes. <p>(b) The Water Quality Management Plan for this consent may be combined with any Water Quality Management Plan required by any other consent held by the consent holder for mining operations at Macraes Flat, provided the conditions specific to this consent are clearly and unambiguously included.</p> <p>(c) The consent holder shall exercise this consent in accordance with the Water Quality Management Plan.</p> <p>(d) The consent holder shall review the Water Quality Management Plan annually and, if necessary, update it. The updated plan must be submitted to the Consent Authority in accordance with Condition X. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.</p>
10	<p>(a) No less than twelve months prior to the exercise of this consent, the consent holder shall provide the Consent Authority with a Closure Manual for the Golden Point - Round Hill and Frasers - Innes Mills Pit Lakes for certification in accordance with Condition X. The manual shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. Details of the pit lake design requirements; ii. Details of the lake filling requirements; and ii. Details of the long term pit wall stability.

Condition Number	Proposed Conditions
	<p>(b) The consent holder shall exercise the consent in accordance with the Closure Manual. The consent holder shall review the manual annually and if necessary update it. The updated Closure Manual must be submitted to the Consent Authority for certification in accordance with Condition X. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within one month of any update occurring.</p>
11	<p>(a) The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover the forthcoming year. The consent holder may, at any time, submit to the Consent Authority an amended Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining; ii. A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; iii. A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; iv. An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; v. Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; vi. A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; vii. A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps; viii. A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a non-compliance event and/or any adverse effects on the environment;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> <li data-bbox="568 357 1957 478">ix. Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Management Plans and the Dust Management Plan; <li data-bbox="568 501 2002 558">x. An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months; <li data-bbox="568 580 2002 1037">xi. A detailed section on rehabilitation including, but not limited to the following: <ul style="list-style-type: none"> <li data-bbox="658 628 1352 654">• A description of rehabilitation planned for the next five years; <li data-bbox="658 676 1218 702">• A description of proposed rehabilitation methods; <li data-bbox="658 724 1935 750">• The details of the location, design (including shape form and contour) and construction of all permanent structures; <li data-bbox="658 772 1980 829">• Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months; <li data-bbox="658 852 1375 877">• Drainage details for disturbed and recently rehabilitated areas; <li data-bbox="658 900 1980 989">• Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and <li data-bbox="658 1011 1330 1037">• Details of the management of areas previously rehabilitated. <li data-bbox="568 1059 1980 1117">xii. An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent; <li data-bbox="568 1139 1823 1165">xiii. An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent; <li data-bbox="568 1187 1823 1212">xiv. An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent; <li data-bbox="568 1235 1980 1292">xv. A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and <li data-bbox="568 1315 1644 1340">xvi. Any other information required by any other condition of this consent and any related consent.

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (b) The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat. (c) The consent holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority. (d) The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan. (e) The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan. (f) Each year, the consent holder shall provide the Chairperson of Macraes Community Incorporated, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.
12	<ul style="list-style-type: none"> (d) The consent holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mine operations for certification in accordance with Condition X. (e) The Site Decommissioning Plan shall be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups. (f) The Site Decommissioning Plan shall include but not be limited to: <ul style="list-style-type: none"> i. A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings impoundments, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire; ii. A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents; iii. Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment; iv. Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> v. Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage; and vi. Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure compliance with numerical standards and mitigation plans; and i. Peer-reviewed findings of <u>a</u> geotechnical assessment undertaken for the purpose of determining an appropriate exclusion zone around <u>the Golden Point - Round Hill Pit Lake, and the Frasers and Innes Mills Pit Lakes.</u>
13	In the event of any non compliance with the conditions of this consent, the consent holder shall notify the Consent Authority within 24 hours of the non compliance being detected. Within five working days the consent holder shall provide written notification to the Consent Authority providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non compliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non compliance.
14	The consent holder shall pay to the Consent Authority, the costs for monitoring, enforcing and administering this consent as agreed upon between the consent holder and the Consent Authority pursuant to Section 36 of the Resource Management Act 1991.
15	<p>The consent holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to:</p> <ul style="list-style-type: none"> (a) name and location of site where the problem is experienced; (b) nature of the problem; (c) date and time problem occurred, and when reported; (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again. <p>The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 11 of this consent.</p>
General	

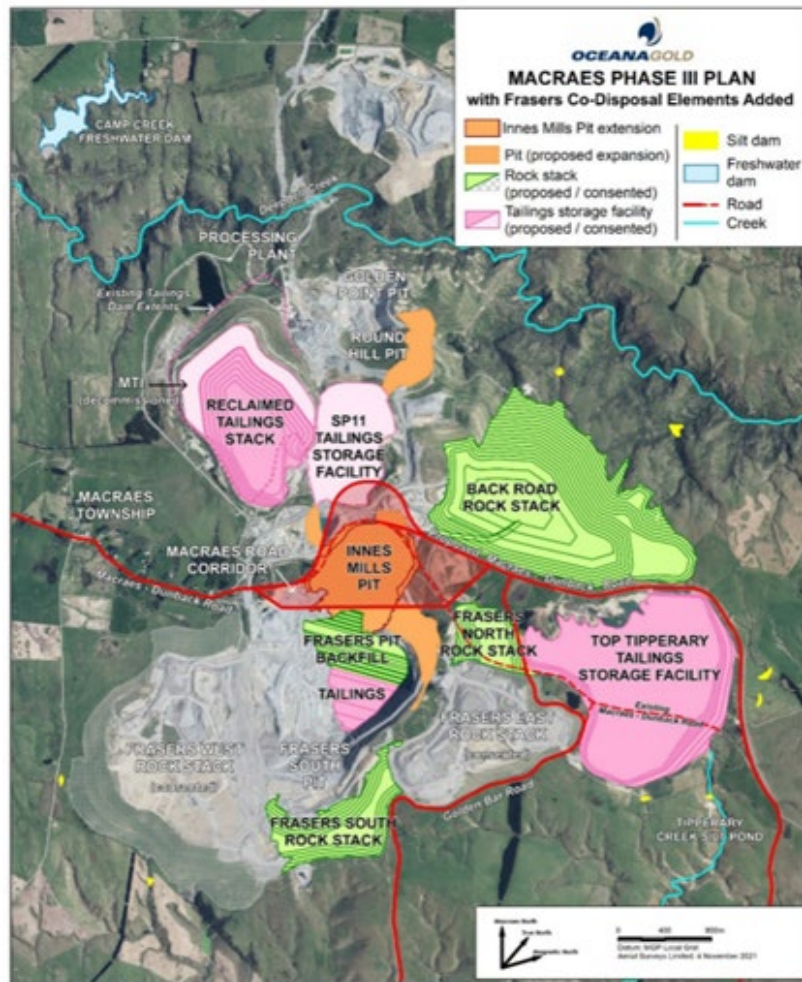
Condition Number	Proposed Conditions
16	<p>The Consent Authority may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu ki Otago on behalf of Te Runanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.</p>
17	<p>(a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:</p> <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with Conditions 17(m) to 17(q) of this consent. <p>(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 17(a).</p> <p>(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p> <p>(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.</p> <p>(g) The amount of the bond(s) shall include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of:

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> - Monitoring in accordance with the monitoring conditions of the consent; - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; - Monitoring any rehabilitation required by this consent.
iii.	Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.
(h)	The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.
(i)	If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).
(j)	While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.
(k)	Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.
(l)	The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.
(m)	For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.
(n)	The amount of the bond to be provided under Condition 17(m) shall include the amount (if any) considered by the Consent Authority necessary for: <ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent.

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> v. Contingencies. (o) Without limitation, the amount secured by the bond given under Condition 17(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect. (p) The bond(s) required by Condition 17(m) must be provided on the earlier of: <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent. (q) Conditions 17(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 17(m).
18	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I – RM10.351.47


[Replace the plan on left with the plan on right]



RM10.351.48.V4

Condition Number	Proposed Conditions
RM10.351.48.V4	
Water Permit (take and use)	
To take surface water for the purpose of dewatering Frasers Pit, Innes Mills Pit, Southern Pit, Round Hill Pit and Golden Point Pit.	
For a term expiring: 1 October 2046	
Location of consent activity: Macraes Gold Project, Macraes Flat	
Legal description of consent location: Pt Secs 6, 7, 8, 10 Blk II Highlay SD, Sec 22, 27, 28, 29 30, 35, 36 Blk II Highlay SD, , Secs 35 – 36 Blk II Highlay SD, Sec 46 Blk II Highlay SD, Sec 49 Blk II Highlay SD, Pt Lot 1 DP21220, Lot 2 DP21220, Lot 4 DP21220, Pt Secs 13 – 15 Blk II Highlay SD, Pt Sec 14 Blk IX Highlay SD, Sec 19 SO331188, Pt Sec 14 Blk IX Highlay SD, Pt Sec 19 Blk IX Highlay SD	
Map reference: Within a 3 kilometre radius of NZTM2000 1400484 E 4973117 N	
Conditions	
Specific	
1	This consent <u>authorises the taking of surface water from Frasers Pit, Innes Mills Pit, Southern Pit, Round Hill Pit and Golden Point Pit for use in the Macraes Mine Water Management System and</u> shall be exercised together with Water Permit RM10.351.51 and any subsequent variations to this consent.
2	This water permit will commence when Water Permit 96813, Water Permit 2004.093 and Water Permit 2004.100 have been surrendered.
3	This consent shall be exercised substantially in accordance with the following: <ul style="list-style-type: none">• Macraes Phase III Assessment of Environmental Effects dated 2 May 2011,• Appendix 8, Macraes Phase III Project: Water Management Summary Report, Golder Associates (NZ) Limited, April 2011,• Appendix 9, Macraes Phase III Project: Water Quality Effects Mitigation Options, Golder Associates (NZ) Limited, April 2011,

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> Appendix 10, Macraes Phase III Project: Site Wide Surface Water Model, Golder Associates (NZ) Limited, April 2011, Appendix 14, Macraes Phase III Project: Groundwater Contaminant Transport Assessment – Deepdell Creek, North Branch Waikouaiti River and Murphys Creek Catchments, Golder Associates (NZ) Limited, April 2011; and Appendix 15, Macraes Phase III Project: Environmental Water Quality Data Summary Report, Golder Associates (NZ) Limited, April 2011; and Frasers Co-Disposal Project Assessment of Environmental Effects, 3 February 2023 and associated plans and appendices; and Response to s92 request for further information, dated 23 March 2023 and 18 April 2023; and Continuity Consents Project Assessment of Environmental Effects, 15 December 2023 and associated plans and appendices, and responses to further information requests; <u>and</u> <u>Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025);</u> <u>Response to s92(1) Request for Further Information, dated 15 October 2024; and</u> <u>Response to s92(1) Request for Further Information, dated 5 February 2025.</u> <p>Should there be inconsistencies between this information and the consent, the conditions and terms of this consent shall prevail.</p>
4	The taking of surface water shall occur from the open pits shown as Frasers Pit, Innes Mills Pit, Southern Pit, Round Hill Pit and Golden Point Pit on Appendix 1 attached.
5	The total maximum rate of take of water authorised by this consent and Water Permit RM10.48351.51 shall not exceed 200 litres per second at any of the five pits.
Performance Monitoring	
6	The consent holder shall keep a written record of the exercise of this consent, including, but not limited to the following information for each of the five pits:

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (a) The date (day, month, year) when the water take occurs; (b) The location of the water take; (c) The volume of water taken; (d) The rate at which water is taken; and (e) The duration the water take occurs (measured in hours). <p>A copy of this record shall be provided to the Consent Authority on or before 31 July each year and upon request.</p>
	<ul style="list-style-type: none"> (a) The Consent Holder must maintain a water meter that will measure the rate and volume of water taken to within an accuracy of +/- 5% over the meter's nominal flow range. The water meter must be capable of output to a datalogger. (b) A datalogger(s) that time stamps a pulse from the flow meter at least once every 15 minutes and has the capacity to hold at least twelve months data of water taken. (c) A telemetry unit which sends all of the data to the Consent Authority. (d) The Consent Holder must provide telemetry data on a daily basis to the Consent Authority. Data must be provided electronically giving the date, time and flow rates in no more than 15-minute increments of water. The Consent Holder must ensure data compatibility with the Consent Authority's time-series database and conform with Consent Authority's data standards. (e) Within 20 working days of any replacement of the water meter or datalogger and at five yearly intervals thereafter for an electromagnetic metre or annual intervals for a mechanical water meter, and at any time when requested by the Council, the Consent Holder must provide written certification to the Consent Authority signed by a suitably qualified person certifying, and demonstrating by means of a clear diagram, that: <ul style="list-style-type: none"> i. Each device is installed in accordance with the manufacturer's specifications; ii. Data from the recording device can be readily accessed and/or retrieved in accordance with the conditions above; and iii. that the water meter has been verified as accurate. (f) The water meter and datalogger and telemetry unit must be installed and maintained throughout the duration of the consent in accordance with the manufacturer's specifications.

Condition Number	Proposed Conditions
	<p>(g) All practicable measures must be taken to ensure that the water meter and recording device(s) are fully functional at all times.</p> <p>The Consent Holder must report any malfunction of the water meter or datalogger or telemetry unit to the Consent Authority within 5 working days of observation of the malfunction. The malfunction must be repaired within 10 working days of observation of the malfunction and the Consent Holder must provide proof of the repair, including photographic evidence, to the Consent Authority within 5 working days of the completion of repairs.</p>
General	
7	There shall be no adverse effects on any lawful downstream water take as a result of the exercise of this consent.
8	<p>The consent holder shall take all practicable steps to ensure that:</p> <ul style="list-style-type: none"> (a) there is no leakage from pipes and structures; (b) the use of water is confined to targeted areas; (c) there is no run off of dust suppression water either on site or off site.
9	<p>The Consent Authority may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu ki Otago on behalf of Te Runanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.</p>
10	<p>(a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:</p> <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with Conditions 10(m) to 10(q) of this consent.

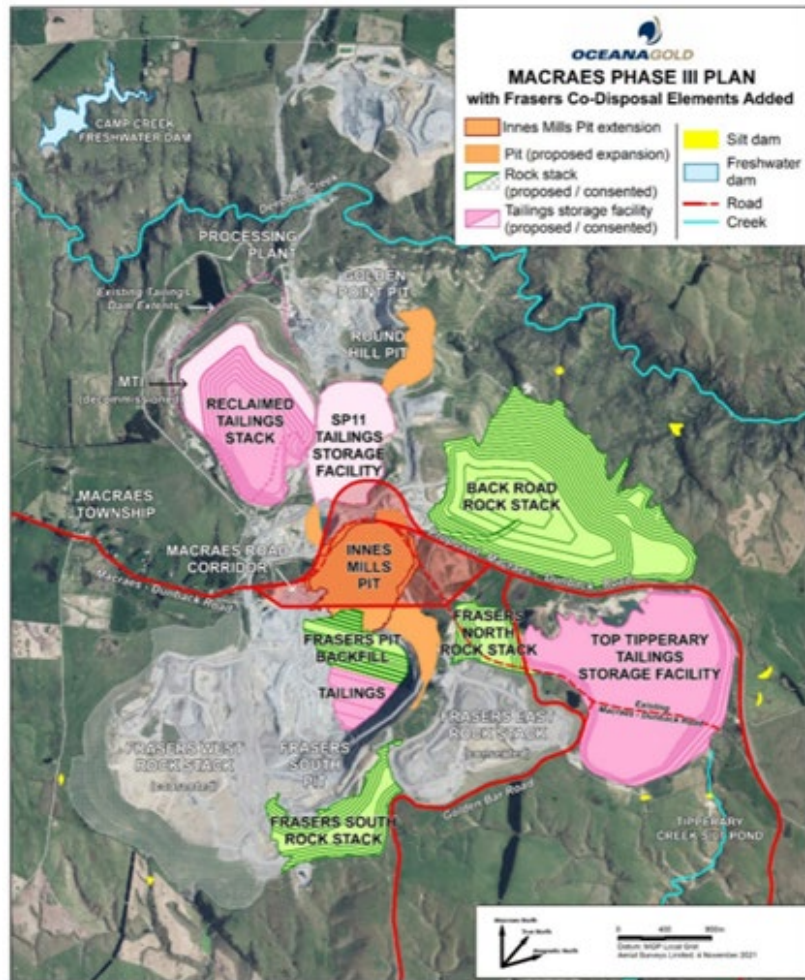
Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 10(a). (c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority. (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority. (e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent. (f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise. (g) The amount of the bond(s) shall include: <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of: <ul style="list-style-type: none"> - Monitoring in accordance with the monitoring conditions of the consent; - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; - Monitoring any rehabilitation required by this consent. iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent. (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry. (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s). (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.

Condition Number	Proposed Conditions
	<p>(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.</p> <p>(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.</p> <p>(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.</p> <p>(n) The amount of the bond to be provided under Condition 10(m) shall include the amount (if any) considered by the Consent Authority necessary for:</p> <ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies. <p>(o) Without limitation, the amount secured by the bond given under Condition 10(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.</p> <p>(p) The bond(s) required by Condition 10(m) must be provided on the earlier of:</p> <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent. <p>(q) Conditions 10(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 10(m).</p>
11	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:</p>

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I – RM10.351.48

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RM10.351.49.V3

Condition Number	Proposed Conditions
RM10.351.49.V3	
Discharge Permit (to land)	
To discharge waste rock to land in Frasers Pit, Innes Mills Pit, Southern Pit, Round Hill Pit and Golden Point Pit for the purpose of disposing of waste rock.	
For a term expiring: 1 October 2046	
Location of consent activity: Macraes Gold Project, Macraes Flat	
Legal description of consent location: Pt Secs 6, 7, 8, 10 Blk II Highlay SD, Sec 22, 27, 28, 29 30, 35, 36 Blk II Highlay SD, , Secs 35 – 36 Blk II Highlay SD, Sec 46 Blk II Highlay SD, Sec 49 Blk II Highlay SD, Pt Lot 1 DP21220, Lot 2 DP21220, Lot 4 DP21220, Pt Secs 13 – 15 Blk II Highlay SD, Pt Sec 14 Blk IX Highlay SD, Sec 19 SO331188, Pt Sec 14 Blk IX Highlay SD, Pt Sec 19 Blk IX Highlay SD	
Map reference: Within a 3 kilometre radius of NZTM2000 1400484 E 4973117 N	
Conditions	
Specific	
1	This discharge permit shall not commence until Discharge Permit 96817 and Discharge Permit 96820 has been surrendered.
2	<p>This consent shall be exercised substantially in accordance with the following:</p> <ul style="list-style-type: none">• Macraes Phase III Assessment of Environmental Effects dated 2 May 2011,• Appendix 8, Macraes Phase III Project: Water Management Summary Report, Golder Associates (NZ) Limited, April 2011,• Appendix 9, Macraes Phase III Project: Water Quality Effects Mitigation Options, Golder Associates (NZ) Limited, April 2011,• Appendix 10, Macraes Phase III Project: Site Wide Surface Water Model, Golder Associates (NZ) Limited, April 2011,

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> Appendix 14, Macraes Phase III Project: Groundwater Contaminant Transport Assessment – Deepdell Creek, North Branch Waikouaiti River and Murphys Creek Catchments, Golder Associates (NZ) Limited, April 2011; and Appendix 15, Macraes Phase III Project: Environmental Water Quality Data Summary Report, Golder Associates (NZ) Limited, April 2011; and Continuity Consents Project Assessment of Environmental Effects, 15 December 2023 and associated plans and appendices, and responses to further information requests; <u>and</u> <u>Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025);</u> <u>Response to s92(1) Request for Further Information, dated 15 October 2024; and</u> <u>Response to s92(1) Request for Further Information, dated 5 February 2025.</u> <p>Should there be inconsistencies between this information and the consent, the conditions and terms of this consent shall prevail.</p>
NEW	<p>The Consent Holder must follow the process set out below for any plans, documents, designs or specifications (hereafter referred to as 'documents') requiring written certification from Otago Regional Council (Council):</p> <ul style="list-style-type: none"> a) Documents requiring written certification must be submitted to Council in electronic and hard copy form. b) Subject to (c) and (e) below, works to which the documents relate must not commence until the Consent Holder has received written certification from Council. c) If the Consent Holder has not received a response from Council stating that the documents are under review within 20 working days of the date of submission under (a) above the documents must be deemed to be certified. <p><i>Advice Notes: If the Council, or Council's response is that that they are not able to certify the documents the Council is expected to provide the Consent Holder with reasons and recommendations for changes to the documents in writing. For the purposes of this condition a Council response may include confirmation that:</i></p> <ul style="list-style-type: none"> <i>The document has been received and review has begun, or has been sought from external peer reviewers.</i> <i>The document has been received, and cannot be certified until aspects of the contents are rectified.</i> <i>The document is certified.</i>

Condition Number	Proposed Conditions
	<p>d) The Consent Holder must consider the Council's reasons and recommendations and resubmit amended documents for written certification.</p> <p>e) If the Consent Holder has not received a response from the Council within 15 working days of the date of resubmission under (d) above, the documents may be deemed to be certified.</p> <p>f) If the Council's response is that that they are still not able to certify the resubmitted documents then the Consent Holder must nevertheless implement the resubmitted documents with a notation that written certification of them has not occurred.</p> <p>h) Certified documents may be amended at the request of the Consent Holder at any time subject to written recertification undertaken in accordance with parts (a) to (f) of this condition with references in those clauses to certification to be read as recertification.</p>
3	For the purposes of Section 125 of the Act, this consent shall not lapse.
4	The discharge shall occur in the areas marked Frasers Pit, Innes Mills Pit, Southern Pit, Round Hill Pit and Golden Point Pit shown on Appendix I attached.
5	The ratio of acid neutralising capacity to maximum potential acidity ratio, as referred to in California Administrative Code Article 7, 1992, shall be not less than 3:1 in rock discharged into Frasers Pit, Innes Mills, Southern Pit, Round Hill Pit, and Golden Point Pit.
6	The side slopes of any backfill placed to partially fill any pit must be constructed to ensure the finished slope has a factor of safety against instability of 1.2 under the worst possible combination of events as a minimum under a reasonably expected combination of adverse events but excluding seismic events with an Average Annual Return Interval of greater than 1:150.
7	A review of backfill completed, including a plan with updated backfill levels shall be included in the Project Overview and Work and Rehabilitation Plan submitted annually to the Consent Authority.
8	(a) The consent holder shall submit a Project Overview and Annual Work and Rehabilitation Plan to the Consent Authority by 31 March each year that will cover the forthcoming year. The consent holder may, at any time, submit to the Consent Authority an amended

Condition Number	Proposed Conditions
	<p>Project Overview and Annual Work and Rehabilitation Plan. The Project Overview and Annual Work and Rehabilitation Plan shall include, but not be limited to:</p> <ol style="list-style-type: none"> i. A description and timeline of intended key mining activities for the duration of the mining operation including a plan showing the location and contours of all existing and proposed structures at completion of mining; ii. A description (including sequence, method and form) of mining operations, monitoring and reporting carried out in the last 12 months; iii. A detailed description (including sequence, method and form) of all mining operations, monitoring and reporting, not covered by a separate management plan intended to be carried out in the next 12 months; iv. An explanation of any departure in the last 12 months from the previous Project Overview and Annual Work and Rehabilitation Plan; v. Plans showing the contours (at 5 metre intervals) and footprints of all works and structures and any proposed changes at the end of the next 12 months; vi. A description and analysis of any unexpected adverse effects on the environment that have arisen as a result of the exercise of the consent in the last 12 months and the steps taken to deal with it and the results of those steps; vii. A description and analysis of any non-compliance events that have occurred in the last 12 months and the steps taken to deal with it and the results of those steps; viii. A full report describing and evaluating the mitigation measures used in the last 12 months and any that are proposed to be implemented in the next 12 months. This should detail where further mitigation has been proposed as a result of a non-compliance event and/or any adverse effects on the environment; ix. Details of the annual review of any Management Plans or Manuals, including, but not limited to; Tailings Storage Facility Operations, Maintenance and Surveillance Manuals, Tailings Storage Facility Emergency Action Plans, Erosion and Sediment Control Plans, Waste Rock Stack Operations and Management Plans, Water Quality Management Plans and the Dust Management Plan; x. An overview of the monitoring and reporting programme for the previous 12 months and any changes proposed for the next 12 months; xi. A detailed section on rehabilitation including, but not limited to the following:

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • A description of rehabilitation planned for the next five years; • A description of proposed rehabilitation methods; • The details of the location, design (including shape form and contour) and construction of all permanent structures; • Details of all proposed rehabilitation, topsoil to be stripped and stockpiled, surface pre-treatment and re-use of topsoil on finished areas in the next 12 months; • Drainage details for disturbed and recently rehabilitated areas; • Details of any vegetation rehabilitation planned for the next 12 month period, including the areas to be rehabilitated, methods proposed, results of previous trials and rehabilitation work, any further trials proposed, and any revegetation or rehabilitation problems encountered and the steps being taken to resolve these; and • Details of the management of areas previously rehabilitated.
xii.	An up to date and detailed calculation of the cost of dealing with any adverse effects on the environment arising or which may arise from the exercise of this consent;
xiii.	An up to date and detailed calculation of the costs of complying with all rehabilitation conditions of this consent;
xiv.	An up to date and detailed calculation of the costs of any monitoring required by the conditions of this consent;
xv.	A contingency closure plan describing in detail the steps that would need to be taken if mining operations stopped in the next 12 months; and
xvi.	Any other information required by any other condition of this consent and any related consent.
(b)	The Project Overview and Annual Work and Rehabilitation Plan for this consent may be combined with any Project Overview and Annual Work and Rehabilitation Plan required by any other consent held by the consent holder for mining operations at Macraes Flat.
(c)	The consent holder shall provide the Consent Authority with any further information, or report, which the Consent Authority may request after considering any Project Overview and Annual Work and Rehabilitation Plan. This information or report shall be provided in the time and manner required by the Consent Authority.
(d)	The consent holder shall exercise this consent in accordance with the Project Overview and Annual Work and Rehabilitation Plan.

Condition Number	Proposed Conditions
	<p>(e) The consent holder shall design and construct all permanent earthworks to the form shown in the Project Overview and Annual Work and Rehabilitation Plan.</p> <p>(f) Each year, the consent holder shall provide the Chairperson of Macraes Community Incorporated, Te Runanga o Moeraki, Kāti Huirapa Rūnaka ki Puketeraki and any successive groups with a copy of the Project Overview and Annual Work and Rehabilitation Plan.</p>
9	<p>(a) The consent holder shall submit to the Consent Authority a Site Decommissioning Plan, not less than 12 months before completion of mine operations for certification in accordance with Condition X.</p> <p>(b) The Site Decommissioning Plan shall be prepared in consultation with Takata Whenua, Macraes Community Development Trust, Macraes Community Incorporated and any successive groups.</p> <p>(c) The Site Decommissioning Plan shall include but not be limited to:</p> <ul style="list-style-type: none"> i. A plan(s) showing the final design and intended contours (at 5 metre intervals) of all permanent structures and works, including but not limited to, waste rock stacks, permanent earthworks, tailings impoundments, dam embankments, water storage reservoirs, pit lakes, water bodies, roads or other works which under this consent or any related consent are authorised or required to remain after the relevant consents expire; ii. A summary of rehabilitation completed to date, and a summary of rehabilitation required to fulfil the conditions of this consent and any related consents; iii. Details on infrastructure to be decommissioned, such infrastructure may include buildings, plant, and equipment; iv. Details of specific infrastructure to remain on-site post-closure. Such infrastructure may include buildings, plant, equipment and any monitoring structures required by this consent and any related consent to remain after the expiry of the consents; v. Details on the decommissioning of infrastructure associated with existing art works, heritage sites, tracks and interpretation signage;and vi. Details of management, any ongoing maintenance, monitoring and reporting proposed by the consent holder to ensure post-closure compliance with numerical standards and mitigation plans; <u>and</u> vii. <u>Peer-reviewed findings of a geotechnical assessment undertaken for the purpose of determining an appropriate exclusion zone around the Frasers and Innes Mills Pit Lakes.</u>

Condition Number	Proposed Conditions
10	The consent holder shall pay to the Consent Authority, the costs for monitoring, enforcing and administering this consent as agreed upon between the consent holder and the Consent Authority pursuant to Section 36 of the Resource Management Act 1991.
11	<p>The consent holder shall maintain a record of any complaints received regarding their operation. The register shall include, but not be limited to:</p> <ul style="list-style-type: none"> (a) name and location of site where the problem is experienced; (b) nature of the problem; (c) date and time problem occurred, and when reported; (d) action taken by consent holder to remedy the situation and any policies or methods put in place to avoid or mitigate the problem occurring again. <p>The register of complaints shall be incorporated into the Project Overview and Annual Work and Rehabilitation Plan required by Condition 11 of this consent.</p>
12	In the event of any non compliance with the conditions of this consent, the consent holder shall notify the Consent Authority within 24 hours of the non compliance being detected. Within five working days the consent holder shall provide written notification to the Consent Authority providing details of the non-compliance. This notification will at a minimum include an explanation of the cause of the non compliance, the steps taken to remedy the situation and steps taken to mitigate any future occurrence of the non compliance.
General	
13	The Consent Authority may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu ki Otago on behalf of Te Runanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.
14	<ul style="list-style-type: none"> (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure: <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and

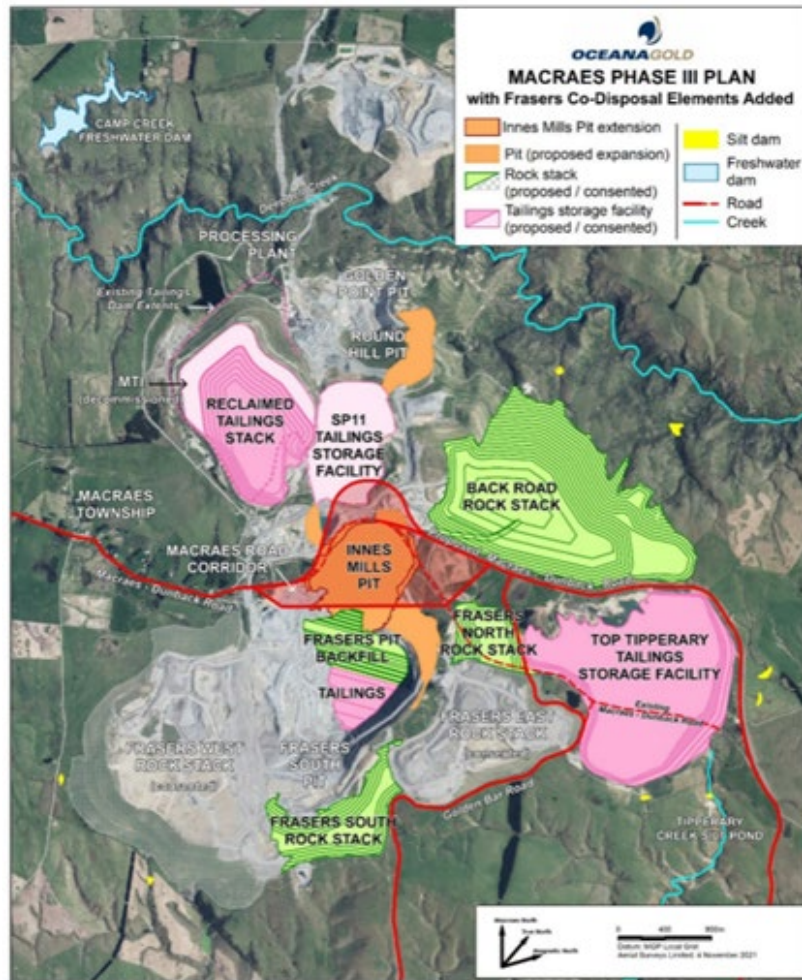
Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with Conditions 14(m) to 14(q) of this consent. <p>(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 14(a).</p> <p>(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p> <p>(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.</p> <p>(g) The amount of the bond(s) shall include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of: <ul style="list-style-type: none"> - Monitoring in accordance with the monitoring conditions of the consent; - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; - Monitoring any rehabilitation required by this consent. iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.

Condition Number	Proposed Conditions
	<p>(h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.</p> <p>(i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).</p> <p>(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.</p> <p>(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.</p> <p>(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.</p> <p>(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.</p> <p>(n) The amount of the bond to be provided under Condition 14(m) shall include the amount (if any) considered by the Consent Authority necessary for:</p> <ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies. <p>(o) Without limitation, the amount secured by the bond given under Condition 14(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.</p> <p>(p) The bond(s) required by Condition 14(m) must be provided on the earlier of:</p> <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent.

Condition Number	Proposed Conditions
	(a) Conditions 14(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 14(m).
15	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (d) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or (e) ensuring the conditions of this consent are consistent with any National Environmental Standards; or (a) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I – RM10.351.49

[Replace the plan on left with the plan on right]



RM10.351.50.V3

Condition Number	Proposed Conditions
RM10.351.50.V3	
Water Permit (diversion)	
To divert water around the open pits known as Frasers Pit, Innes Mills Pit, Southern Pit, Round Hill Pit and Golden Point Pit for the purpose of preventing surface water ingress and managing surface water runoff	
For a term expiring: 1 October 2046	
Location of consent activity: Macraes Gold Project, Macraes Flat	
Legal description of consent location: Pt Secs 6, 7, 8, 10 Blk II Highlay SD, Sec 22, 27, 28, 29 30, 35, 36 Blk II Highlay SD, , Secs 35 – 36 Blk II Highlay SD, Sec 46 Blk II Highlay SD, Sec 49 Blk II Highlay SD, Pt Lot 1 DP21220, Lot 2 DP21220, Lot 4 DP21220, Pt Secs 13 – 15 Blk II Highlay SD, Pt Sec 14 Blk IX Highlay SD, Sec 19 SO331188, Pt Sec 14 Blk IX Highlay SD, Pt Sec 19 Blk IX Highlay SD	
Map reference: Within a three kilometre radius of NZTM 2000 1400484 E 4973117 N	
Conditions	
Specific	
1	This water permit shall not commence until Water Permit 96812 and Water Permit 96818 have been surrendered.
2	<p>This consent shall be exercised substantially in accordance with the following:</p> <ul style="list-style-type: none">• Macraes Phase III Assessment of Environmental Effects dated 2 May 2011,• Appendix 8, Macraes Phase III Project: Water Management Summary Report, Golder Associates (NZ) Limited, April 2011,• Appendix 9, Macraes Phase III Project: Water Quality Effects Mitigation Options, Golder Associates (NZ) Limited, April 2011,• Appendix 10, Macraes Phase III Project: Site Wide Surface Water Model, Golder Associates (NZ) Limited, April 2011,

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • Appendix 14, Macraes Phase III Project: Groundwater Contaminant Transport Assessment – Deepdell Creek, North Branch Waikouaiti River and Murphys Creek Catchments, Golder Associates (NZ) Limited, April 2011; and • Appendix 15, Macraes Phase III Project: Environmental Water Quality Data Summary Report, Golder Associates (NZ) Limited, April 2011; and • Frasers Co-Disposal Project Assessment of Environmental Effects, 3 February 2023 and associated plans and appendices; and • Response to s92 request for further information, dated 23 March 2023 and 18 April 2023; and • Continuity Consents Project Assessment of Environmental Effects, 15 December 2023 and associated plans and appendices, and responses to further information requests; <u>and</u> • <u>Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025);</u> • <u>Response to s92(1) Request for Further Information, dated 15 October 2024; and</u> • <u>Response to s92(1) Request for Further Information, dated 5 February 2025.</u> <p>Should there be any inconsistencies between this information and the consent, the conditions and terms of this consent shall prevail.</p>
3	<p>The diversion shall occur in and around the areas marked Frasers Pit, Innes Mills Pit, Southern Pit, Round Hill and Golden Point Pit shown on Appendix 1 attached.</p>
Performance Monitoring	
4	<p>(a) Prior to exercise of this consent, the consent holder shall submit to the Consent Authority for certification in accordance with Condition X, an Erosion and Sediment Control Plan for the Frasers Waste Rock Stack. The Erosion and Sediment Control Plan must be prepared by a suitably qualified and experienced person and shall be in accordance with the conditions of this consent and shall follow the Environment Canterbury, Erosion and Sediment Control Guidelines for the Canterbury Region (2007), adapted to suit local conditions and experience. The Erosion and Sediment Control Plan shall include (but not be limited to):</p> <ul style="list-style-type: none"> i. Details of the design and location of erosion and sediment control devices;

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> ii. Key responsibilities of site staff in terms of implementing the plan; iii. Construction details and specifications; iv. A construction timetable; v. Maintenance, monitoring and reporting procedures; and vi. Emergency response procedures, including procedures for responding to storm events and silt pond dam failure scenarios. <p>(b) The consent holder shall exercise this consent in accordance with the Erosion and Sediment Control Plan.</p> <p>(c) The consent holder shall review the Erosion and Sediment Control Plan annually and if necessary, update it. The updated plan must be provided to the Consent Authority for certification in accordance with Condition X. Details of the review shall be included in the Project Overview and Annual Work and Rehabilitation Plan. The Consent Authority shall be provided with any updates of the plan within 1 month of any update occurring.</p>
General	
5	Any diversion of water shall only occur once the diversion channel(s) has/have been fully excavated.
6	The consent holder shall ensure that no fish become stranded, and fish passage is not impeded as a result of the diversion works.
7	When diverting water into the new diversion channel, all reasonable steps shall be taken to ensure that sediment and discolouration of water are kept to a minimum.
8	The consent holder shall undertake all reasonable measures to promote bank stability of the new channel as rapidly as possible.
9	No lawful take of water shall be adversely affected as a result of the diversion.
10	(a) Works shall, as far as practicable, be undertaken when flows in the watercourses are low.

Condition Number	Proposed Conditions
	<p>(b) Work shall be undertaken with the minimum time required in the wet bed of the watercourses and with the minimum necessary bed disturbance.</p> <p>(c) All reasonable steps shall be taken to minimise the release of sediment to water.</p> <p>(d) At the completion of the works authorised by this consent, the consent holder shall ensure that all plant, equipment, chemicals, fencing, signage, debris, rubbish and any other material brought on site is removed from the site. The site shall be tidied to a degree at least equivalent to that prior to the works commencing.</p>
11	<p>The consent holder shall ensure that once completed the works authorised by this consent do not cause any flooding, erosion, scouring, land instability or property damage. Should such effects occur due to the exercise of this consent, the consent holder shall, if so required by the Consent Authority and at no cost to the Consent Authority, take all such action as the Consent Authority may require to remedy any such damage.</p>
12	<p>The exercise of this consent shall not, after reasonable mixing, give rise to the production of any conspicuous floatable or suspended materials or any conspicuous change in the colour or visual clarity in any watercourse.</p>
13	<p>The Consent Authority may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu ki Otago on behalf of Te Runanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.</p>
14	<p>(a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure:</p> <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with Conditions 14(m) to 14(q) of this consent. <p>(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 14(a).</p>

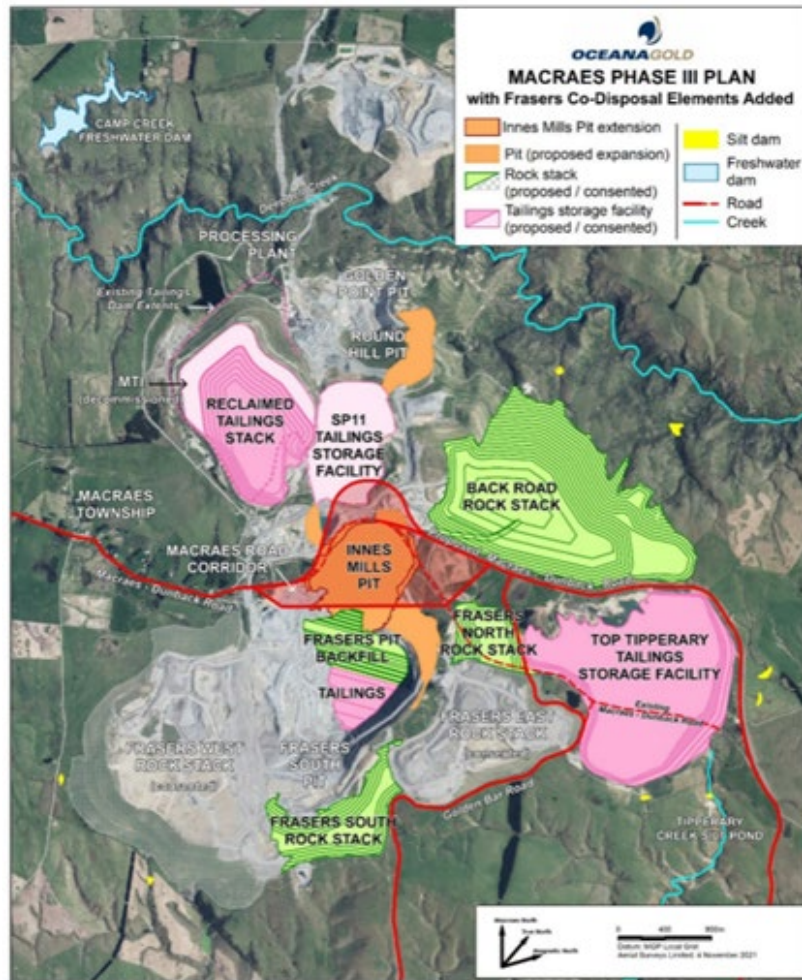
Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority. (d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority. (e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent. (f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise. (g) The amount of the bond(s) shall include: <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of: <ul style="list-style-type: none"> - Monitoring in accordance with the monitoring conditions of the consent; - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; - Monitoring any rehabilitation required by this consent. iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent. (h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry. (i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s). (j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited. (k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.

Condition Number	Proposed Conditions
	<p>(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.</p> <p>(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.</p> <p>(n) The amount of the bond to be provided under Condition 15(m) shall include the amount (if any) considered by the Consent Authority necessary for:</p> <ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies. <p>(o) Without limitation, the amount secured by the bond given under Condition 14(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.</p> <p>(p) The bond(s) required by Condition 14(m) must be provided on the earlier of:</p> <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent. <p>(q) Conditions 14(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 14(m) if the consent holder:</p>
16	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:</p>

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.
Notes	<ul style="list-style-type: none"> 1. <i>The consent holder shall also comply with all notices and guidelines issued by Biosecurity New Zealand, in relations to avoiding spreading the pest organism <i>Didymosphenia geminata</i> known as "Didymo" (refer to www.biosecurity.govt.nz/didymo).</i> 2. <i>During the exercise of this consent, the consent holder should ensure that fuel storage tanks and machinery working and stored in the construction area shall be maintained at all times to prevent leakage of oil and other contaminants into any watercourse. No refuelling of machinery shall occur within the watercourse. In the event of contamination, the consent holder shall undertake remedial action and notify the Consent Authority within 5 working days.</i>

Appendix I – RM10.351.50

[Replace the plan on left with the plan on right]



RM10.351.51.V4

Condition Number	Proposed Conditions
RM10.351.51.V4	
Water Permit (take and use)	
To take groundwater for the purpose of dewatering Frasers Pit, Innes Mills Pit, Southern Pit, Round Hill Pit and Golden Point Pit	
For a term expiring: 1 October 2046	
Location of consent activity: Macraes Gold Project, Macraes Flat	
Legal description of consent location: Pt Secs 6, 7, 8, 10 Blk II Highlay SD, Sec 22, 27, 28, 29 30, 35, 36 Blk II Highlay SD, , Secs 35 – 36 Blk II Highlay SD, Sec 46 Blk II Highlay SD, Sec 49 Blk II Highlay SD, Pt Lot 1 DP21220, Lot 2 DP21220, Lot 4 DP21220, Pt Secs 13 – 15 Blk II Highlay SD, Pt Sec 14 Blk IX Highlay SD, Sec 19 SO331188, Pt Sec 14 Blk IX Highlay SD, Pt Sec 19 Blk IX Highlay SD	
Map reference: Within a 3 kilometre radius of NZTM2000 1400484 E 4973117 N	
Conditions	
Specific	
1	This consent <u>authorises the taking of groundwater from Frasers Pit, Innes Mills Pit, Southern Pit, Round Hill Pit and Golden Point Pit for use in the Macraes Mine Water Management System</u> and shall be exercised together with Water Permit RM10.351.48 and any subsequent variations to this consent.
2	This water permit will commence when Water Permit 2004.094, Water Permit 2004.101, Water Permit 2004.877, Water Permit 2004.878 and Water Permit 2004.880 have been surrendered.
3	This consent shall be exercised substantially in accordance with the following: <ul style="list-style-type: none">• Macraes Phase III Assessment of Environmental Effects dated 2 May 2011,• Appendix 8, Macraes Phase III Project: Water Management Summary Report, Golder Associates (NZ) Limited, April 2011,

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> • Appendix 9, Macraes Phase III Project: Water Quality Effects Mitigation Options, Golder Associates (NZ) Limited, April 2011, • Appendix 10, Macraes Phase III Project: Site Wide Surface Water Model, Golder Associates (NZ) Limited, April 2011, • Appendix 14, Macraes Phase III Project: Groundwater Contaminant Transport Assessment – Deepdell Creek, North Branch Waikouaiti River and Murphys Creek Catchments, Golder Associates (NZ) Limited, April 2011; and • Appendix 15, Macraes Phase III Project: Environmental Water Quality Data Summary Report, Golder Associates (NZ) Limited, April 2011; and • Frasers Co-Disposal Project Assessment of Environmental Effects, 3 February 2023 and associated plans and appendices; and • Response to s92 request for further information, dated 23 March 2023 and 18 April 2023; and • Continuity Consents Project Assessment of Environmental Effects, 15 December 2023 and associated plans and appendices, and responses to further information requests; <u>and</u> • <u>Macraes Phase 4 Project Resource Consent Application and Assessment of Environmental Effects, including Appendices 1 – 33, prepared by Mitchell Daysh Limited, dated 28 March 2024 (Updated 18 February 2025);</u> • <u>Response to s92(1) Request for Further Information, dated 15 October 2024; and</u> • <u>Response to s92(1) Request for Further Information, dated 5 February 2025.</u> <p>Should there be inconsistencies between this information and the consent, the conditions and terms of this consent shall prevail.</p>
4	The groundwater take shall occur from pit sumps in the areas marked Frasers Pit, Innes Milles Pit, Southern Pit, Round Hill Pit and Golden Point Pit shown on Appendix I attached, and also from bores installed for dewatering purposes within the pit walls (i.e. horizontal drainage) and within 200 metres of the edge of each pit.
5	The total maximum rate of take of water authorised by this consent and Water Permit RM10.48351.48 shall not exceed 200 litres per second at any of the five pits.
Performance Monitoring	

Condition Number	Proposed Conditions
6	<p>The consent holder shall keep a written record of the exercise of this consent, including, but not limited to the following information for each of the five pits:</p> <ul style="list-style-type: none"> (a) The date (day, month, year) when the water take occurs; (b) The location of the water take; (c) The volume of water taken; (d) The rate at which water is taken; and (e) The duration the water take occurs (measured in hours). <p>A copy of this record shall be provided to the Consent Authority on or before the 31 July each year and upon request.</p>
General	
7	There shall be no adverse effects on any lawful groundwater or downstream water take as a result of the exercise of this consent.
8	<p>The consent holder shall take all practicable steps to ensure that:</p> <ul style="list-style-type: none"> (a) there is no leakage from pipes and structures; (b) the use of water is confined to targeted areas; (c) there is no run off of dust suppression water either on site or off site.
9	The Consent Authority may, within 6 months of receipt of the Cultural Impact Assessment prepared by Kai Tahu ki Otago on behalf of Te Runanga o Moeraki and Kāti Huirapa Rūnaka ki Puketeraki, commissioned in 2011, serve notice of its intention to review the conditions of this consent for the purpose of amending or adding conditions to address mitigation of the effect(s) of the exercise of this consent on cultural values and associations. All costs associated with any such review shall be borne by the consent holder.
10	<ul style="list-style-type: none"> (a) The consent holder shall provide and maintain in favour of the Consent Authority one or more bonds to secure: <ul style="list-style-type: none"> i. The performance and completion of rehabilitation in accordance with the conditions of this consent; and

Condition Number	Proposed Conditions
	<ul style="list-style-type: none"> ii. The carrying out of the monitoring required by the conditions of this consent; and iii. The remediation of any adverse effect on the environment that may arise from the exercise of this consent. iv. Compliance with Conditions 10(m) to 10(q) of this consent. <p>(b) Before the first exercise of this consent, the consent holder shall provide to the Consent Authority one or more bonds required by Condition 10(a).</p> <p>(c) Subject to the other provisions of this consent, any bond shall be in the form and on the terms and conditions approved by the Consent Authority.</p> <p>(d) Any bond shall be given or guaranteed by a surety acceptable to the Consent Authority.</p> <p>(e) The surety shall bind itself to pay for the carrying out and completion of the conditions of consent which are the subject of the bond on default by the consent holder or the occurrence of any adverse environment effect requiring remedy; during or after the expiry of this consent.</p> <p>(f) The amount of each bond shall be fixed annually by the Consent Authority which will take into account any calculations and other matters submitted by the consent holder relevant to the determination of the amount to be bonded in the Project Overview and Annual Work and Rehabilitation Plan, or otherwise.</p> <p>(g) The amount of the bond(s) shall include:</p> <ul style="list-style-type: none"> i. The estimated costs of complete rehabilitation in accordance with the conditions of consent on the completion of the mining operations proposed for the next year and described in the Project Overview and Annual Work and Rehabilitation Plan. ii. The estimated costs of: <ul style="list-style-type: none"> - Monitoring in accordance with the monitoring conditions of the consent; - Monitoring for and of any adverse effect of the activity authorised by this consent which may become apparent during or after expiry of this consent; - Monitoring any rehabilitation required by this consent. iii. Any further sum which the Consent Authority considers necessary for monitoring and dealing with any adverse effect on the environment that may arise from the exercise of the consent whether during or after the expiry of this consent.

Condition Number	Proposed Conditions
	<p>(h) The amount shall be calculated for the duration of this consent and for a period of 20 years after its expiry.</p> <p>(i) If, on review, the total amount of bond to be provided by the consent holder is greater or less than the sum secured by the current bond(s), the consent holder, surety and the Consent Authority may, in writing, vary the amount of the bond(s).</p> <p>(j) While the liability of the surety is limited to the amount of the bond(s), the liability of the consent holder is unlimited.</p> <p>(k) Any bond may be varied, cancelled, or renewed at any time by written agreement between the consent holder, surety and Consent Authority.</p> <p>(l) The costs (including the costs of the Consent Authority) of providing, maintaining, varying and reviewing any bond shall be paid by the consent holder.</p> <p>(m) For a period of 20 years from the expiry or surrender of this consent the consent holder shall provide in favour of the Consent Authority one or more bonds.</p> <p>(n) The amount of the bond to be provided under Condition 10(m) shall include the amount (if any) considered by the Consent Authority necessary for:</p> <ul style="list-style-type: none"> i. Completing rehabilitation in accordance with the conditions of this consent. ii. Monitoring for and of any adverse effect on the environment that may arise from the exercise of the consent. iii. Monitoring any measures taken to prevent, remedy or mitigate any adverse effect on the environment that may arise from the exercise of this consent. iv. Dealing with any adverse effect on the environment which may become apparent after the surrender or expiry of this consent. v. Contingencies. <p>(o) Without limitation, the amount secured by the bond given under Condition 10(m) may include provision to deal with structural instability or failure, land and water contamination, and the failure of rehabilitation in terms of the rehabilitation objectives and conditions of this consent. Costs shall include costs of investigating, preventing, remedying or mitigating any adverse effect.</p> <p>(p) The bond(s) required by Condition 10(m) must be provided on the earlier of:</p> <ul style="list-style-type: none"> i. 12 months before the expiry of this consent. ii. Three months before the surrender of this consent.

Condition Number	Proposed Conditions
	(q) Conditions 10(c), (d), (e), (h), (i), (j) and (k) apply to the bond(s) required by Condition 10(m).
11	<p>The Consent Authority may, in accordance with Sections 128 and 129 of the Resource Management Act 1991, serve notice on the consent holder of its intention to review the conditions of this consent within three months of each anniversary of the commencement of this consent, for the purpose of:</p> <ul style="list-style-type: none"> (a) determining whether the conditions of this consent are adequate to deal with any adverse effect on the environment which may arise from the exercise of the consent and which it is appropriate to deal with at a later stage, or which become evident after the date of commencement of the consent; or (b) ensuring the conditions of this consent are consistent with any National Environmental Standards; or (c) requiring the consent holder to adopt the best practicable option, in order to remove or reduce any adverse effect on the environment arising as a result of the exercise of this consent.

Appendix I – RM10.351.51

[Replace the plan on left with the plan on right]

