

Resource Consent Certificate

Resource Consent: AUTH124859.01.02

File Number: 61 54 92A

Pursuant to the Resource Management Act 1991, the Waikato Regional Council hereby grants consent to:

Oceana Gold (New Zealand) Ltd
PO Box 190
Waihi 3641

(hereinafter referred to as the Consent Holder)

Consent Type: Discharge permit

Consent Subtype: Discharge to air

Activity authorised: Discharge contaminants into the air relating to all activities within the Golden Link Project Area. This includes dust and carbon dioxide arising from mining operations, emissions from the Process Plant including waste heat and water vapour, vehicle fumes, and other minor and/or fugitive emissions associated with mining operations; and within Area D only, smoke from burning of tramp material (including vegetation and surplus packaging)

Location: Golden Link Project Area Areas L and M and including areas A-K (as identified on Waihi Gold Company Plan No.T70725A dated 25 July 1997)

Spatial Reference: NZTM 1851702 E 5858472 N

Consent Duration: This consent shall commence on the date stated in condition 2 and expire twenty years from the date of commencement

Subject to the conditions overleaf:

CONDITIONS

1. This consent is subject to the conditions listed in Schedule One – General Conditions.
2. This consent shall commence on 16 July 2017.
3. If any non-compliance with the conditions of this consent occurs, the consent holder shall notify the Waikato Regional Council as soon as practicable and no later than 24 hours after the consent holder becomes aware that the event has occurred.
4. There shall be no particulate matter or gaseous emissions (including odour) in the discharge that gives rise to objectionable adverse effects (as defined in Section 6.4 of the Operative Waikato Regional Plan), at or beyond the boundary of the subject property.
5. Should a discharge occur that causes an objectionable adverse effect, the consent holder shall provide a written report to the Waikato Regional Council (the “**Council**”) within five days of being notified of such by the Council. The report shall specify:
 - (i) the cause or likely cause of the event and any factors that influenced its severity;
 - (ii) the nature and timing of any measures implemented by the consent holder to avoid, remedy or mitigate any adverse effects; and
 - (iii) the steps to be taken in future to prevent recurrence of similar events.
6. Vehicle wheel washing facilities shall be provided at the entrances to the mine site and waste disposal area. The wheel washing facilities shall be well maintained and shall be used by all vehicles exiting the site as required, to minimise the tracking of particulate matter off-site.
7. Access roads to the mine site and the waste disposal area (but excluding internal access roads) shall be bitumen sealed (or to an equivalent standard approved by Waikato Regional Council). Sealing shall take place as soon as practicable upon exercise of this consent and/or as part of any access road construction that is required. Sealed surfaces shall be kept as clean and free of accumulations of dust as practicable.
8. Stockpiles shall be managed to minimise particulate emissions from this source. Methods may include but are not limited to: covering, grassing, sheltering from prevailing winds, or wetting.
9. Exposed yard surfaces and roadways shall be kept damp as necessary to minimise particulate discharges to air, including during non-work hours.
10. No chemical dust suppressants or additives shall be used without prior written approval from the Waikato Regional Council.

Air Quality Management Plan

11. Prior to exercise of this consent, the consent holder shall prepare an Air Quality Management Plan and submit this to the Council for its written certification. The Plan shall, as a minimum, specifically include the following;
 - (i) Description of the air quality control objectives.
 - (ii) Details of the site operation and maintenance practices to be implemented to meet these objectives and the conditions of this consent, and to ensure that emissions from mining operations, particularly from stockpiles, unsealed roadways, the processing plant and Waste Disposal Area, and the ventilation shaft are minimized.

- (iii) Ambient air monitoring programmes for deposited particulate matter, total matter and PM₁₀ (particulate matter smaller than ten microns) and particle size distribution studies (including silica content).
- (iv) A programme to monitor emissions from the vent shaft.
- (v) Trigger levels for deposited particulate matter, total suspended particulate matter and PM₁₀ (particulate matter smaller than ten microns). When these are exceeded the consent holder shall investigate and report on the reason for the exceedence and identify corrective action to prevent a repeat occurrence, where possible.

The Waikato Regional Council may review these trigger levels pursuant to section 128(1)(a) only in the event that:

- The National Environmental Standards for Air Quality (as amended 2011) are amended; or
 - Relevant standards or regional guidelines are established or amended; or
 - A discharge authorised by this consent causes an objectionable or offensive effect (see condition 3 above).
- (vi) Procedures for the use of wheel washes to prevent dust tracking off-site.
 - (vii) Procedures for revegetation of benches and batters at the mine site, waste disposal area embankments, stockpiles and other bare surface areas as appropriate.
 - (viii) Details of the site operation and maintenance practices to be implemented, particularly in relation to the stockpiles, haul-ways, and access roads, to keep dust emissions to a minimum.

The Plan shall be consistent with report supplied as part of the application to the Waikato Regional Council entitled "*Air Quality Implications of Underground Mining in the Golden Link Project Area*" dated March 2012 prepared by Kevin Rolfe and the report entitled "*Project Martha – Assessment of Environmental Effects of Discharges to Air*" dated March 2018 prepared by Beca Ltd. The Plan shall provide details of monitoring to be undertaken including location, frequency and methodology of sampling and all analysis to be undertaken and the trigger levels with which the monitoring data will be assessed against.

The exercise of this consent shall be in accordance with the Plan as approved by the Council. The Plan shall be reviewed by the consent holder and updated if necessary. Any updated Plan shall be promptly forwarded to the Council for approval and once approved the amended Plan shall be implemented in place of the previous version.

In the event of any conflict or inconsistency between the conditions of this consent and the provisions of the Air Quality Management Plan, then the conditions of this consent shall prevail.

Monitoring

12. The consent holder shall undertake monitoring of fine particulate and silica (or quartz) particle size distribution in accordance with the methodology defined in the Air Quality Management Plan, and shall report the results of such monitoring in writing to the Waikato Regional Council not less than once every two years, unless otherwise approved in writing by the Waikato Regional Council.
13. The consent holder shall, as a minimum, undertake monitoring in accordance with the methodology defined in the Air Quality Management Plan, prepared pursuant to condition 11 above.

14. The consent holder shall provide to the Council a written annual report each year that addresses at least the following:

- (i) A summary of the results of the monitoring required by this consent,
- (ii) Any environmentally important trends arising from the monitoring programme,
- (iii) Comment on compliance with all conditions,
- (iv) Any reasons for non-compliance or difficulties in achieving compliance with the conditions of this resource consent,
- (v) Any works that have been undertaken to improve environmental performance or that are proposed to be undertaken in the up-coming year to improve environmental performance in relation to the activities included in this consent.

The report shall be forwarded in a format acceptable to the Council.

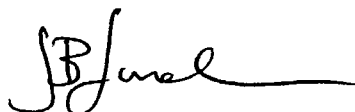
Complaints

15. If any complaints are received by the consent holder regarding dust, odour or other contaminants, the consent holder shall notify the Council of those complaints as soon as practicable. When/if complaints are received, the consent holder shall record the following details in a complaint log:

- (i) type and time of complaint;
- (ii) name and address of complainant (if available);
- (iii) location from which the complaint arose;
- (iv) wind direction at the time of complaint;
- (v) the likely cause of the complaint and any factors that influenced its severity;
- (vi) the response made by the consent holder; and
- (vii) action taken or proposed as a result of the complaint including the steps to be taken in future to prevent recurrence of similar events.

The complaint log shall be made available to the Council at all reasonable times and a copy shall be forwarded to the Council at six monthly intervals

*For and on behalf of the
Waikato Regional Council*



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Advice notes

1. This resource consent does not give any right of access over private or public property. Arrangements for access must be made between the consent holder and the property owner.
2. This resource consent is transferable to another owner or occupier of the land concerned, upon application, on the same conditions and for the same use as originally granted (s.134-137 RMA).
3. The consent holder may apply to change the conditions of the resource consent under s.127 RMA.
4. The reasonable costs incurred by Waikato Regional Council arising from supervision and monitoring of this/these consents will be charged to the consent holder. This may include but not be limited to routine inspection of the site by Waikato Regional Council officers or agents, liaison with the consent holder, responding to complaints or enquiries relating to the site, and review and assessment of compliance with the conditions of consents.
5. Note that pursuant to s333 of the RMA 1991, enforcement officers may at all reasonable times go onto the property that is the subject of this consent, for the purpose of carrying out inspections, surveys, investigations, tests, measurements or taking samples.
6. If you intend to replace this consent upon its expiry, please note that an application for a new consent made at least 6 months prior to this consent's expiry gives you the right to continue exercising this consent after it expires in the event that your application is not processed prior to this consent's expiry.

SCHEDULE ONE – GENERAL CONDITIONS

Resource consents **124859 - 124864 (inclusive)** are subject to the following general conditions, which are applicable to all consents.

General

1. Except as otherwise provided for by subsequent conditions of consent, all activities to which this consent relates shall be undertaken generally in accordance with the information contained in the document titled **“Golden Link Project including the Correnso Underground Mine: Application for WRC for resource consent and AEE Volumes 1 and 2”** dated June 2012 and the s92 further information recorded as documents 2214077, 2214082 and 2265673 on the Waikato Regional Council’s document system for the Golden Link Project.
- 1A The discharge to air (AUTH124859.01) shall also be undertaken generally in accordance with the information contained in the document titled **“Project Martha: Applications for Resource Consents and Assessment of Environmental Effects”** and associated appendices dated 25 May 2018 and recorded as document number 12546836. Where there are inconsistencies between these documents and the information detailed in Condition 1 above then the information contained in **“Project Martha: Applications for Resource Consents and Assessment of Environmental Effects”** shall prevail.
2. The consent holder shall notify the Council in writing, at least two weeks in advance of the first exercise of this consent.

Annual Work Programme

3. The consent holder shall, within six months after the commencement of this consent and annually thereafter, prepare and submit to Council for information, an Annual Work Programme that outlines the anticipated activities to be performed during the following year and the management systems under which those activities will be undertaken. The Annual Work Programme shall include the following :
 - (i) Mining operations proposed for the forthcoming year.
 - (ii) Description of the sequencing of works, and description of the environmental procedures to be adopted during construction and the maintenance and management of facilities.
 - (iii) Proposed progressive rehabilitation and revegetation of the active areas of the mine operation.

The Annual Work Programme may also include any other information that the consent holder wishes, and may be combined with any other document which the consent holder is required to produce.

Liaison Officer

4. Within two weeks of the exercising of this consent, the consent holder shall appoint a person (the “Liaison Officer”), and any replacement person subject to the approval of the Hauraki District Council and the Waikato Regional Council (the “Councils”), to liaise between the consent holder, the community and the Councils. The Liaison Officer shall have sufficient delegated power to be able to deal immediately with complaints received and shall be required to investigate those complaints as soon as possible after receipt. The Liaison Officer shall be appointed for the duration of this consent. The name of the Liaison Officer together with the contact phone numbers for that person shall be publicly notified in local newspapers by the consent holder prior to the exercising of this consent and at least once a year thereafter.

Rehabilitation Plan

5. The consent holder shall prepare a Rehabilitation Plan covering all areas that may be affected by the construction and use of the workings associated with the underground mining within Area L of the Golden Link Project Area. This plan shall be submitted to the Waikato Regional Council and the Hauraki District Council (the "Councils") for written approval prior to the exercise of this consent. The Plan shall set out details on backfilling and flooding the underground workings, backfilling the vent shaft and access decline, and removal of surface infrastructure. The consent holder may amend the Plan at any time. No amendments shall be made to the Plan without the written approval of the Councils. Unless otherwise agreed in writing by the Councils, the consent holder shall undertake the rehabilitation works in accordance with the approved Rehabilitation Plan.

Bond

6. Unless otherwise agreed in writing by the Councils, the consent holder shall provide and maintain in favour of the Councils a rehabilitation bond to:
 - (ii) secure compliance with the conditions of this consent and to enable any adverse effect on the environment resulting from the consent holder's activities and not authorised by a resource consent to be avoided, remedied, or mitigated;
 - (iii) secure the completion of rehabilitation and closure in accordance with the Rehabilitation Plan approved by the Councils;
 - (iv) ensure the performance of any monitoring obligations of the consent holder under this consent.
7. The bond shall be in a form approved by the Councils and shall, subject to these conditions, be on the terms and conditions required by the Councils.
8. The bond shall provide that the consent holder remains liable under the Resource Management Act 1991 for any breach of the conditions of consent which occurs before expiry of this consent and for any adverse effects on the environment which become apparent during or after the expiry of the consent.
9. Unless the bond is a cash bond, the performance of all of the conditions of the bond shall be guaranteed by a guarantor acceptable to the Councils. The guarantor shall bind itself to pay for the carrying out and completion of any condition in the event of any default of the consent holder, or any occurrence of any adverse environmental effect requiring remedy.
10. The amount of the bond shall be fixed prior to the exercise of this consent or as otherwise agreed and thereafter at least annually by the Councils who shall take into account any calculations and other matters submitted by the consent holder which are relevant to the determination of the amount. The amount of the bond shall be advised in writing to the consent holder at least one month prior to the review date.
11. The amount of the bond shall include:
 - (i) the estimated costs (including any contingencies necessary) of rehabilitation and closure in accordance with the conditions of this consent, on completion of the operations proposed for the next year;
 - (ii) any further sum which the Councils consider necessary to allow for remedying any adverse effect on the environment that may arise from the exercise of this consent;
 - (iii) the estimated costs of monitoring, in accordance with the monitoring conditions of this consent, until the consent expires; and
 - (iv) any further sum which the Councils consider necessary for monitoring any adverse effect on the environment that may arise from the exercise of this consent including monitoring anything which is done to avoid, remedy, or mitigate an adverse effect.

12. Should the consent holder not agree with the amount of the bond fixed by the Councils then the matter shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996. Arbitration shall be commenced by written notice by the consent holder to each of the Councils advising that the amount of the bond is disputed, such notice to be given by the consent holder within two weeks of notification of the amount of the rehabilitation bond. If the parties cannot agree upon an arbitrator within a week of receiving the notice from the consent holder, then an arbitrator shall be appointed by the President of the Institute of Professional Engineers of New Zealand. Such arbitrator shall give an award in writing within 30 days after his or her appointment, unless the consent holder and the Councils agree that time shall be extended. The parties shall bear their own costs in connection with the arbitration. In all other respects, the provisions of the Arbitration Act 1996 shall apply. Pending the outcome of that arbitration, and subject to condition 8.8, the existing bond shall continue in force. That sum shall be adjusted in accordance with the arbitration determination.
13. If, for any reason other than default of the Councils, the decision of the arbitrator is not made available by the 30th day referred to above, then the amount of the bond shall be the sum fixed by the Councils, until such time as the arbitrator does make his/her decision. At that stage the new amount shall apply. The consent holder shall not exercise this consent if the variation of the existing bond or new bond is not provided in accordance with this condition.
14. The bond may be varied, cancelled, or renewed at any time by agreement between the consent holder and the Councils provided that cancellation will not be agreed to unless a further or new bond acceptable to the Councils is available to replace immediately that which is to be cancelled (subject however to the condition below as to release of the bond on the completion of the rehabilitation).
15. The Councils shall release the bond on the completion of the rehabilitation. This means when the rehabilitation has been completed in accordance with the approved Rehabilitation Plan and demonstrated to be successful, to the satisfaction of the Councils
16. All costs relating to the bond shall be paid by the consent holder.
17. This consent shall not be exercised unless and until the consent holder provides the bond to the Councils or provides such sureties as may be acceptable to the Councils until the bond is received.
Note: The bond covers only those elements of the Golden Link Project not already subject to the rehabilitation bond imposed by the land use consent and resource consents granted for the Martha Mine Extended Project and Favona and Trio Underground Mine Projects.
18. These conditions form an integrated whole and are not severable.

Review

19. The Waikato Regional Council may within the six month period following the anniversary of the commencement of this consent and annually thereafter, serve notice on the consent holder under section 128 of the Resource Management Act 1991, of its intention to review the conditions of this resource consent for the following purposes:
 - (i) to review the effectiveness of the conditions of this resource consent in avoiding, or mitigating, any adverse effects on the environment from the operation and, if considered appropriate by the Council, to avoid, remedy or mitigate such effects by way of further or amended conditions; and/or
 - (ii) if necessary and appropriate, in relation to discharges of contaminants, to require the holder of this resource consent to adopt the best practicable option to remove, or reduce, adverse effects on the environment resulting from the exercise of this consent; and/or
 - (iii) review the monitoring requirements in light of the results obtained from monitoring in preceding years

Costs associated with any review shall be borne by the consent holder.

Change to Consent

20. The consent holder may apply to the Council for a change or cancellation of any of the conditions of this consent in accordance with section 127 (1)(a) of the Resource Management Act 1991 at any time.

Administration

21. The consent holder shall pay to the Council any administrative charge fixed in accordance with section 36 of the Resource Management Act 1991, or any charge prescribed in accordance with regulations made under section 360 of the Resource Management Act.