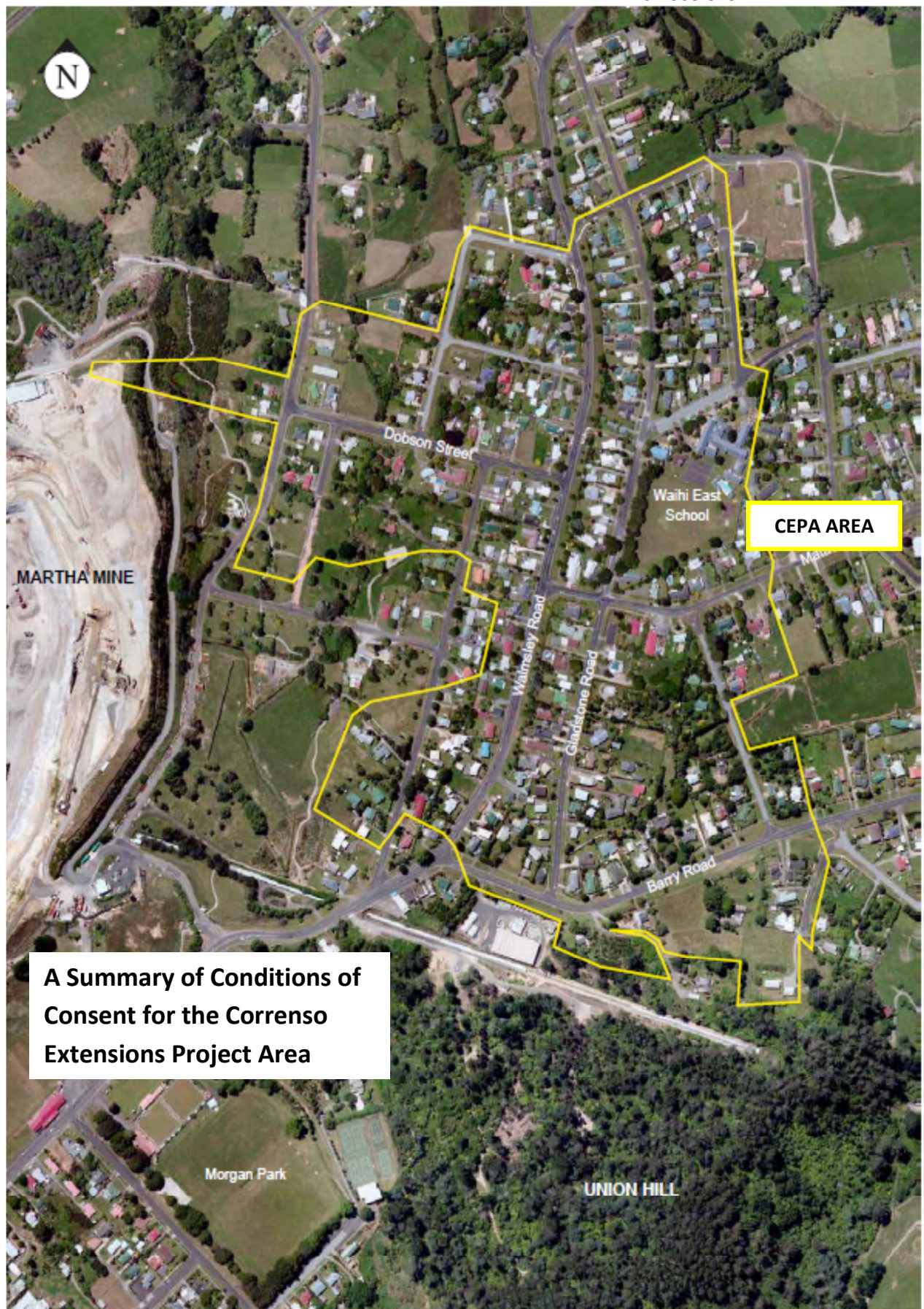




A simplified summary of the consent conditions provided by the Environment Court for Correnso Extensions Project Area (CEPA) which includes the Correnso underground mine.

This document is a summary, and is provided as a guide only. It should not be read as an alternative to the full CEPA Resource Consent document issued by the Environment Court. Nothing in this document should be construed to be an interpretation of, or viewed as a replacement for, the full set of consent conditions.

The Consent Conditions for the Correnso Extensions Project Area (CEPA) are extensive. The Correnso Underground Mine is within CEPA and is therefore covered by these conditions. The Consent Conditions outline the various activities that can be undertaken by NWG and require NWG as the consent holder to adhere to limits for noise and vibration, monitor all activities, undertake various programmes and hold a range of meetings.

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Noise:**Conditions 7-12**

- NWG must prepare a Noise Management Plan.
- NWG cannot make any more noise at Correnso than is currently produced by its operations.
- NWG must undertake regular noise monitoring.
- NWG must provide a three-monthly summary noise report to Council. This must include all noise monitoring results, all complaints received, any other matters of concerns raised with us and any actions we have taken.

Vibration:**Conditions 13-19**

- NWG must prepare a Vibration Management Plan.
- There will be no more than three blasts per day from Monday to Saturday, and they must be between 7.00am and 8.00pm (ie no night time blasting).
- There will be no blasting on Sundays or public holidays.
- Production and development blasts together must not be longer than 12 seconds.
- NWG must endeavour to:
 - restrict blast events to the minimum consistent with safe and efficient mining operations;
 - fire production blasts within the 1.00pm meal break if practicable;
 - have timely blast notification procedures for the general public;
 - report blast vibration results in a timely manner.
- Details of blast vibration limits for development and production blasts can be found in the full consent document.
- The Amenity Effect Programme (AEP) is mandatory.
- A table detailing the Amenity Effect Programme (AEP) payment schedule can be found in the full consent document.

Monitoring:**Condition 20**

- NWG must monitor all blasts.
- The monitoring system must be automated.
- A complete record of each blast must be maintained the company.
- A series of fixed monitoring locations is prescribed. However, the Council may direct NWG to install additional monitors or to move monitors.

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Property Damage:**Condition 21**

- NWG must complete a structural survey of 15 representative properties prior to beginning blasting.
- Structural surveys must also be carried out at control properties removed from any potential vibration effects.
- All of these structural surveys must be carried out by an independent structural engineer.
- If a complaint of property damage is received, the company must investigate and, where practicable, will endeavour to respond within five business days.
- If a homeowner does not agree with the advice received NWG may engage an appropriately qualified independent third party to investigate and report both to NWG and the homeowner.
- If the independent third party finds that damage is attributable to NWG activities the company must remedy the damage.
- If a dispute arises about the cause of the damage, then a resident may enter into a binding arbitration process with us which will be conducted by the Independent Review Panel (IRP). If the IRP cannot conduct this function, the Council will provide the same function.

Management and Reporting:**Condition 22**

- NWG must provide a two-dimensional mine plan at the beginning of each month showing existing and proposed mining for that month. This must be placed on the company website. A downloadable PDF version must be available from the website. Hard copies must also be available.
- NWG must provide a written report to Council for each blast event where the measured vibration exceeds the specified maximum limits.
- Results from each blast must be posted on the company website as soon as practicable after the blast event. These will remain provisional until verified.
- NWG must provide a three-monthly report to Council detailing complaints, monitoring results, and any actions we have taken.

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Surface Stability:**Conditions 23-26**

- Stopes must be backfilled.
- No stopping may occur closer than 130m to the surface.
- All surface drilled holes will be grouted to a depth below the top of the andesite.

Dewatering and Settlement Monitoring:**Conditions 27-35**

- NWG must provide a Groundwater and Settlement Management Plan which must ensure that dewatering operations do not result in surface instability or differential settlement beyond that authorised by Council.
- NWG must provide an annual Dewatering and Settlement Monitoring Report to the Council.
- Details relating to surface differential can be found in the full consent document.

Hours of Work:**Condition 37**

- The company can operate the mine 24 hours a day, seven days a week.

Social Impact Management Plan:**Conditions 38-45**

- NWG must engage a suitably qualified specialist to prepare a Social Impact Management Plan (SIMP) and a Social Impact Assessment (SIA) before the company begins Correnso.
- Each year NWG must engage a social impact assessment specialist to prepare a report on the monitoring results, analysis of those results and management of effects outlined in the SIMP that will be made publically available.
- If the annual report identifies significant adverse trends NWG must take appropriate mitigating actions.

Property Programme:**Conditions 46-61**

- Before NWG starts any development blasting beneath any part of a property the company must offer to provide a payment equal to 5% of the market value of the property. NWG does not have any obligation to purchase properties located above development blasting.
- At least three months before NWG starts blasting beneath any part of a property above a stope (production blasting) the company must offer to purchase the property at market

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value or, if the owner prefers, provide a payment equal to 5% of the market value of the property.

- Market value will be determined by two independent registered valuers (one chosen by the resident and one chosen by NWG) ignoring the announcement of, or existence of, the Correnso mine.
- If a property owner elects to sell at market value they will also receive assistance with legal costs and moving costs to the value of \$4,500 as well as a \$15,000 inconvenience payment. NWG will also pay any financial institution mortgage break penalty fees associated with the property.
- Property owners above stopes who chose to sell their property to NWG may remain in the property and pay rent.
- Property owners above stopes who elect not to sell and take the ex gratia payment of 5% of market value can request NWG to purchase their property at any time while mining activities are occurring under this consent on the same terms. However, the ex gratia payment shall be deducted from the market value purchase price.
- If NWG's various offers are not accepted by the property owner but the property owner is willing to negotiate, then the company must offer to commit to binding arbitration. However, the basis for payment is not open for further negotiation.
- If the property owner does not wish to enter into binding arbitration, NWG's obligations under the consent end.
- Provided NWG has made these offers the company is allowed to commence mining activities beneath residential properties.

Community Meeting:

Condition 62

- Once NWG starts work the company must hold a public consultation meeting, and then hold one every three months for the first year. After this, meetings must be held every six months. These meetings must be chaired by an independent chairperson and minutes taken by an independent minute taker.
- At these meetings NWG must describe mining activities that have been undertaken, provide a summary of environmental results, report on progress with the IRP property purchase programme and progress any matters raised at the previous meeting. NWG is expected to also receive feedback from those present on our activities.

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Recognition of Tangata Whenua Values:

Conditions 63-65

- NWG must provide a Cultural Awareness Programme to all of its staff and full time contractors as soon as practicable after commencing work at Correnso. This programme must be provided on a six-monthly basis for the duration of mining.
- The programme will be prepared and delivered by tangata whenua who have a particular interest in the Waihi area in conjunction with NWG.
- NWG must work with tangata whenua who have particular interest in the Waihi area and engage an appropriate consultant to prepare a Cultural Balance Monitoring Plan.
- On each anniversary of the completion of this plan NWG must prepare an annual report.
- Once the company starts Correnso, and at six-monthly intervals after that, NWG must invite tangata whenua representatives to attend a meeting to provide a forum at which attendees can raise any matters of concern to them.

Heritage Protection:

Condition 66

- NWG has a Heritage Management Plan covering heritage items on Union Hill. This must be activated if NWG modelling shows that the company's operation will generate ground vibration levels of 5mm/s near the cyanide tanks or ore roasting kilns.

Transport:

Conditions 67-72

- NWG must engage an engineer to record the existing condition of roads along the aggregate haulage route prior to bringing fill material to site.
- NWG must conduct an annual road inspection in conjunction with a Council representative.
- NWG must reimburse Council for the cost of road maintenance.
- NWG must upgrade the intersection of State Highway 2 and Baxter Road and/or Crean Road before aggregate haulage trucks start using it to provide backfill for Correnso.

Rehabilitation:

Conditions 73-77

- NWG must prepare a Rehabilitation Plan. This plan must be submitted to Hauraki District Council and Waikato Regional Council for written approval prior to mining starting.

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Liaison Officer:**Conditions 78-79**

- One month before NWG starts mining the company must appoint a Liaison Officer to liaise between Council, community and the mining company. This position must be filled for the duration of all mining activities associated with this consent.

Complaints:**Conditions 80-83**

- NWG must keep a record of complaints, and these must be available to Council.
- Before NWG starts mining the company must engage a suitably qualified person to review its complaints procedure and make any changes as required. The public will be invited to provide feedback.

Term:**Conditions 84-85**

- The term of the consent is for 12 years

Bond:**Conditions 86-99**

- NWG is required to maintain a bond. The amount of the bond will be fixed by the Councils and reviewed annually.

Administrative Charges:**Condition 100**

- NWG must pay these.

Management and Monitoring Plans**Made Available To The Public:****Condition 101**

- NWG is required to post all management plans, monitoring reports and other compliance monitoring reporting on the company website once they have been approved or received by Council.

Review of Conditions:**Conditions 102-104**

- These consent conditions can be reviewed by Council.

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