

# Appendix M

## Iwi Consultation Process Agreement and Letter

# PROCESS AGREEMENT

Date: 1 October 2025

## HOA KAWENATA | PARTIES

- I. Te Rūnanga o Moeraki Incorporated (“Moeraki”)
- II. Kati Huirapa ki Puketeraki Incorporated (“Puketeraki”)
- III. Te Rūnanga o Ōtākou Incorporated (“Ōtākou”)
- IV. Hokonui Rūnanga Incorporated (“Hokonui”)
- V. Waihōpai Rūnanga Incorporated (“Waihōpai”)
- VI. Te Rūnanga o Awarua Incorporated (“Awarua”)
- VII. Oraka Aparima Rūnanga Incorporated (“Oraka”)

(“Ka Rūnanga parties”)

- VIII. Mt Iron Junction Limited (“Mt Iron”)

## HOROPAKI | BACKGROUND

- A. Ka Rūnanga parties are recognised as members, and Papatipu Rūnanga, of Te Rūnanga o Ngāi Tahu under the Te Rūnanga o Ngāi Tahu Act 1996 and are a subset of 18 Papatipu Runanga who together form Te Runanga o Ngai Tahu. Ngai Tahu is the principal Māori Iwi of New Zealand’s South Island with a Rohe encompassing about 80% of the South Island and significant commercial investments across multiple industries, including fisheries, forestry, tourism, property and logistics.
- B. Mt Iron is proposing to develop a high-density residential and mixed-use precinct in Wānaka, featuring over 260 townhouses and apartments alongside worker accommodation and commercial amenities, designed to address local housing needs and enhance urban connectivity near the base of Mt Iron (the **Project**).
- C. The Project is located within the takiwā of Ka Rūnanga parties. The Project also has broader strategic, environmental and economic impacts on the Ka Rūnanga parties, reflecting their connection to this whenua and their mana moana and mana whenua status in the Otago region. Ka Rūnanga are driven by a desire and intention to advance the interests of their members whose interests they serve and their collective interests.
- D. Mt Iron and Ka Rūnanga parties have agreed to enter this Process Agreement to record how the parties will engage with each other in relation to the Project.

## NGĀ WHAKAAETANGA A NGĀ HOA KAWENATA PĒNEI:

THE PARTIES AGREE as follows:

### 1. NGĀ WHAKAMĀRAMATANGA | DEFINITIONS AND CONSTRUCTION

- 1.1 In this Process Agreement, unless the context otherwise requires, the following words and phrases have the following meanings:

*Agreement* means this agreement as amended from time to time;

*Purpose* means considering how the parties may be able to work together in relation to the Project.

## **2. NGĀ TIKANGA | PROTOCOLS**

2.1 In accordance with a spirit of goodwill and in order to give effect to the Purpose, the parties agree the following principles shall apply to discussions between the parties:

(a) **Mana to Mana**

The parties shall engage with each other on a mana-to-mana basis and with goodwill.

(b) **Mt Iron Support for Ka Rūnaka**

Mt Iron acknowledges that due to its significantly greater resources compared to the Ka Rūnaka parties, that unless Mt Iron provides support to Ka Rūnaka parties, any discussions and negotiations between the parties will not be fair or reasonable.

Therefore, Mt Iron agrees to provide reasonable funds to:

- (i) support Rūnaka staff, members and governance to engage with Mt Iron on relevant matters;
- (ii) support Ka Rūnaka parties to engage appropriate external parties to advise and support the Ka Rūnaka parties; and
- (iii) meet administrative, travel and logistical costs.

Ka Rūnaka parties shall seek Mt Iron's approval in advance to the above costs (such approval not to be unreasonably withheld).

(c) **Communication**

- (i) Mt Iron shall engage with Ka Rūnaka parties on the basis that it is within their takiwā that Mt Iron intends to develop and operate the Project;
- (ii) Ka Rūnaka parties will be responsible for engaging with the Papatipu Rūnaka who hold manawhenua status over the Otago region with respect to the broader regional economic and environmental interests in relation to the Project;
- (ii) Each Rūnaka party shall advise Mt Iron who will engage with Mt Iron on their behalf and represent the Rūnaka in discussions; and
- (iii) The parties shall operate on a no surprises basis.

## **3. WĀ | TERM**

3.1 This Agreement commences on the date it is signed by all parties and continues until all parties give written notice terminating it. This Agreement is a binding legal arrangement.

3.2 Any, or all, the parties may give notice terminating them being a party to this Process Agreement at any time. If all Ka Rūnaka parties give notice terminating their involvement in this Agreement, the Agreement will terminate and have no legal effect.

## **4. RIGHTS RESERVED**

4.1 All parties acknowledge:

- (a) this Process Agreement is not a relationship agreement between the parties;
- (b) nothing in this Process Agreement restricts or derogates from the rights or responsibilities of Ka Rūnaka parties as the holders of customary authority (rangatiratanga) with mana whenua over their respective takiwā and nothing in this Agreement shall require Ka

Rūnaka parties or any related party to support, or prevent any party from submitting on, any consents, permissions or authorities related to any activity carried out by Mt Iron or its related entities; and

- (c) Ka Rūnaka parties may assign their rights under this Agreement to an entity jointly owned by some or all of Ka Rūnaka parties.

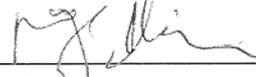
**HANGANGA | EXECUTION**

**Te Rūnanga o Moeraki Incorporated**

  
\_\_\_\_\_  
Signature

**Trevor McGlinchey**  
\_\_\_\_\_  
Name (print)

**Kati Huirapa ki Puketeraki Incorporated**

  
\_\_\_\_\_  
Signature

**Matapura Ellison**  
\_\_\_\_\_  
Name (print)

**Te Rūnanga o Ōtākou Incorporated**

  
\_\_\_\_\_  
Signature

**Nadia Wesley-Smith**  
\_\_\_\_\_  
Name (print)

**Hokonui Rūnanga Incorporated**

  
\_\_\_\_\_  
Signature

**Terry Nicholas**  
\_\_\_\_\_  
Name (print)

**Waihōpai Rūnanga Incorporated**

  
\_\_\_\_\_  
Signature

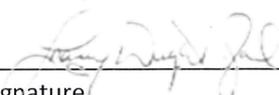
**Cyril Gilroy**  
\_\_\_\_\_  
Name (print)

**Te Rūnanga o Awarua Incorporated**

  
\_\_\_\_\_  
Signature

**Barry Bragg**  
\_\_\_\_\_  
Name (print)

**Oraka Aparima Rūnaka Incorporated**

  
\_\_\_\_\_  
Signature

**Tracey Wright-Tawha**  
\_\_\_\_\_  
Name (print)

**Mt Iron Junction Limited**

  
\_\_\_\_\_  
Signature

**Peter GREENE**  
\_\_\_\_\_  
Name (print) (DIRECTOR)

15 December 2025

Tēnā koe Brett

## **Fast-Track Approvals Act 2024 Application – Mt Iron Junction Housing Scheme**

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1. This letter confirms that Mt Iron Junction Limited (**Mt Iron**) is engaging in ongoing consultation with Te Rūnanga o Ngāi Tahu [Placeholder to confirm iwi groups being consulted with] on the Mt Iron Junction Housing Scheme (**Project**) application that is to be lodged under the Fast Track Approvals Act 2024 (**FT Act**).
2. This confirmation is provided on behalf of Te Rūnanga o Ngāi Tahu [Placeholder to confirm iwi groups] with who consultation is ongoing through Aukaha and Te Ao Mārama Incorporated. [confirm consultation is with Ngāi Tahu via Aukaha or if other iwi groups need to be included here].

### **Mt Iron Junction Housing Scheme**

3. We confirm that consultation to date has covered that Mt Iron seeks a suite of approvals under the FT Act that would otherwise be sought under the Resource Management Act 1991 to authorise the Project. We are aware that the following approvals are being sought:
4. Resource Management Act 1991:
  - (a) Land use resource consents from Queenstown Lakes District Council.
  - (b) Subdivision resource consent from Queenstown Lakes District Council.
  - (c) Cancellation of conditions of consent for existing resource consent RM181471.
  - (d) Cancellation of consent notice.
  - (e) Land use resource consents and discharge permits from Otago Regional Council.

### **Iwi Consultation**

5. The FT Act requires consultation with iwi as follows:
  - (a) Section 29 requires consultation with any relevant iwi authorities, hapū, and Treaty settlement entities prior to lodgement of a substantive application for a listed project;
  - (b) Section 53 requires that the Panel must direct the EPA to invite written comments on a substantive application from the relevant iwi authorities;
  - (c) Section 67 enables the Panel, at any time before making its decision on a substantive application, to request information from iwi in relation to the application; and
  - (d) Clause 6 of Schedule 5 (Approvals relating to the Resource Management Act 1991) states that an assessment of an activity's effects on the environment must include identification of persons who may be affected by the activity and any response to the views of any persons consulted, including the views of iwi or hapū that have been consulted in relation to the proposal.
6. We understand that the Project is currently in the pre-lodgement stage and that consultation to date is in accordance with Section 29 of the FT Act.

### Ongoing Engagement

7. Aukaha is currently undertaking a cultural impact assessment (**CIA**) for the Project.
8. Te Rūnanga o Ngāi Tahu **Placeholder to confirm iwi groups** reserves their position until the CIA process is complete.
9. However, we confirm that consultation is occurring and is ongoing, and on this basis, approval is given for the Project's application under the FT Act to be lodged, accepted as complete and within scope, and processed.

Nāku iti noa, nā Ngā

**[insert name]**

**Authorised representative to provide approval on behalf of Te Rūnanga o Ngāi Tahu [Placeholder to confirm iwi groups]**