

Schedule 8 – Project Land Access and Tenure Schedule**1. Nature of Project Land Access**

Table 1 – Nature of Project Land Access

Land	Access right	Grantor	Timing
Delivery Phase Area (Day 1 Land)	Licences granted under section 303 of the Planning and Development Act 2007 in the Forms of Licence set out at Sections 4.1 and 4.2 of this Schedule.	Planning and Land Authority	As set out in the Attachments to the Forms of Licence set out at Sections 4.1 and 4.2 of this Schedule.
Delivery Phase Area (Non-Day 1 Land - Private Land): A portion of Block 6, Section 72, Lyneham (EPIC entrance)	Licence granted on the terms set out in clause 4.5 of this Schedule	The Territory	From 15 January 2017 to the Date of Final Completion or as otherwise agreed by the parties
Delivery Phase Area (Non-Day 1 Land - Private Land): A portion of Block 4, Section 67, Lyneham (Yowani entrance)	Licence granted on the terms set out in clause 4.5 of this Schedule	The Territory	From 1 July 2017 to the Date of Final Completion or as otherwise agreed by the parties
Delivery Phase Area: A portion of Block 18, Section 71, Lyneham (Kamberra winery entrance)	Project Co to arrange access with the registered proprietor of Block 18, Section 71, Lyneham and this land will not be included in any Deliver Phase Licence	The registered proprietor of Block 18, Section 71, Lyneham	As agreed by Project Co and the registered proprietor of Block 18, Section 71, Lyneham
Delivery Phase Area (Non-Day 1 Land - Territory Land): Block 39, Section 6, Dickson (Dickson Visitor Centre)	Licence granted under section 303 of the Planning and Development Act 2007 in the form set out at Section 4.4 of this Schedule	Planning and Land Authority	From 1 July 2016 to the Date of Final Completion
Delivery Phase Area (Non-Day 1 Land - Territory Land):	Licence granted under section	Planning and Land Authority	From 28 July 2016 to the Date of Services

Land	Access right	Grantor	Timing
Block 3, Section 16, Mitchell (Depot Site)	303 of the Planning and Development Act 2007 in the form set out at Section 4.3 of this Schedule		Completion
Delivery Phase Area (Non-Day 1 Land - Territory Land): A Portion of Block 12 Section 50, Lyneham (Macarthur House substation)	Licence granted under section 303 of the Planning and Development Act 2007 in the form set out at Section 4.3 of this Schedule	Planning and Land Authority	From 25 June 2017 to the Date of Services Completion
Operating Phase Area	Licence(s) granted under section 303 of the Planning and Development Act 2007 in the form set out at Section 5.1 of this Schedule	Planning and Land Authority	From the Operational Commencement Date to the Expiry Date

2. Conditions of access

2.1 General

Project Co will be given access to Project Land during the Term subject to compliance by Project Co with the conditions set out in this Schedule.

2.2 Conditions of access and use – general

Project Co must comply with any conditions of access and use in relation to any part of the Project Land set out in:

- (a) the Project Agreement and any other Project Document;
- (b) any Approval; or
- (c) any other Law.

3. Definitions

In this Schedule:

Day 1 Land means the land set out in the Attachments to the Forms of Licence set out at Sections 4.1 and 4.2 of this Schedule.

Non-Day 1 Land means the Non-Day 1 Land - Private Land and the Non-Day 1 Land - Territory Land.

Non-Day 1 Land - Private Land means the portions of:

- (a) Block 6, Section 72, Lyneham; and
- (b) Block 5, Section 67, Lyneham,

as described in Appendix 2 to the SPR.

Non-Day 1 Land - Territory Land means:

- (a) Block 39, Section 6, Dickson;
- (b) the portion of Block 12 Section 50, Lyneham; and
- (c) Block 3, Section 16, Mitchell,

as described in Appendix 2 to the SPR.

4. Delivery Phase Licences

4.1 Form of Licence for Delivery Phase Area (Day 1) - primary

Date

2016

LICENCE

BETWEEN

PLANNING AND LAND AUTHORITY

AND

AUSTRALIAN CAPITAL TERRITORY

AND

CANBERRA METRO PC PTY LIMITED in its
personal capacity and as trustee for the Project
Trust

ACN 612 075 868

SECTION 303 LICENCE FOR USE OF UNLEASED TERRITORY LAND - DELIVERY PHASE

SDMS licence ID number: _____

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PARTIES: **PLANNING AND LAND AUTHORITY**, the body corporate established by section 10 of the *Planning and Development Act 2007* (ACT) for and on behalf of the Commonwealth of Australia (“Authority”)

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cwth) represented by the Capital Metro Agency (“Territory”)

The person specified in **Item 1** (“Licensee”)

BACKGROUND

- A. The Licensee will enter into the Project Agreement for the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities.
- B. The Licensee has applied to the Authority pursuant to section 302 of the *Planning and Development Act 2007* (ACT) (**Act**) for a licence to occupy and use the Land.
- C. The Custodians are the custodians of the Land pursuant to section 333 of the Act as shown on the custodianship map (pursuant to section 334 of the Act) and specified in **Item 2**.
- D. The Custodians of the Land have given their written consent to the issue of this licence (as set out at Attachment C to this licence) and have requested the Authority to grant the licence to the Licensee.
- E. The Authority has agreed to grant this licence on the terms and conditions of this licence and the Licensee has agreed to these terms and conditions.
- F. The Authority and the Territory have agreed that the Territory will be responsible for the management of this licence.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

In this Licence, unless otherwise defined in this Licence, capitalised terms have the meaning given to them in the Project Agreement and:

Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in Item 7 , or as notified in writing from time to time by one party to the other.
Contract Particulars	means Schedule 1 to the Project Agreement.
Custodians	means the entities listed at Item 2 as shown on the custodianship map created by the Authority in accordance with section 334 of the Act.
Date of Services Completion	has the same meaning as in the Project Agreement.

Delivery Activities	means all work, things and tasks which the Licensee is, or may be, required to carry out during the Delivery Phase to comply with its obligations under or in connection with the Territory Project Documents and the rectification of any Defects in such work but excluding the O&M Activities during the period between the Date of Services Completion and the Date of Final Completion.
Delivery Phase Section	means each section of the Land set out in the Table at Attachment B and as shown on the SDMS Plan at Attachment A.
Delivery Phase Section Access Date	means, in respect of a Delivery Phase Section of the Land, the date specified as a "Delivery Phase Section Access Date" in the Table at Attachment B.
Financial Close	means the date on which the last Condition Precedent (as set out in Schedule 2 to the Project Agreement) to be satisfied, has been satisfied (or waived in accordance with clause 3.4 of the Project Agreement).
Item	means an item in the Schedule to this licence.
Land	means the unleased Territory land specified in Item 3 .
Licence Fee	means the fee specified in Item 5 .
Purpose	means that purpose to which the Land is to be put as specified in Item 4 .
Project Agreement	means the agreement of that name to be entered into by the Territory and the Licensee relating to the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities.
Project Trust	has the same meaning as in the Project Agreement.
SDMS Plan	means the Plan created by the Spatial Data Management System used by the Authority for planning and land management in the Territory (or any successor system) and at Attachment A.
Term	means the period specified in clause 3.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth).
Territory Project Documents	has the same meaning as in the Project Agreement.

1.2 General

- (1) Clause 2.1 (Interpretation) and clause 61.1 (Notices) of the Project Agreement are incorporated by reference into this Licence;
- (2) Unless the context otherwise requires, for the purpose of paragraph (1) references to:

- (a) "Project Co" will become references to "the Licensee";
- (b) "the Agreement" or "this Agreement", will become references to "this Licence"; and
- (c) items in the Contract Particulars will be references to the relevant details in **Item 7** for the Territory and the Licensee.

1.3 Moratorium

To the extent permitted by Law, the application to this Licence or to any party of any Law or any requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Licence Fee or any part of it or otherwise affecting the operation of the terms of this Licence or its application to any party is excluded and negated.

1.4 Order of Precedence

If there is any ambiguity, discrepancy or inconsistency between any provisions of this Licence and the Project Agreement, the terms of the Project Agreement prevail.

1.5 Capacity of the Licensee

- (1) Insofar as the Licensee enters into this Licence in its capacity as trustee of the Project Trust, it must remain trustee of the Project Trust, subject to clause 46.5(e) of the Project Agreement, until the expiry or satisfaction of all of the Licensee's obligations under this Licence.
- (2) A liability of the Licensee arising under or in connection with this Licence (whether that liability arises under a specific provision of this Licence, for breach of contract or otherwise), is a liability that can be enforced against the Licensee both in its own right and in its capacity as trustee of the Project Trust, unless the liability relates only to an asset which the Licensee holds in its personal capacity and not as trustee, in which case the liability can only be enforced against the Licensee in its personal capacity.

2. Licence

2.1 Grant of Licence

The Authority grants the Licensee a non-exclusive licence under section 303 of the Act to occupy and use the Land on the terms and conditions contained in this licence.

2.2 General Conditions

Subject to clause 3, the licence is granted subject to:

- (1) the rights of the Territory, any of its Associates and any other person authorised by it (including the Independent Certifier), including their rights of access to and occupation of the Delivery Phase Area, under this Licence and any other Territory Project Document; and
- (2) the restrictions upon the access, occupation and use of the relevant Project Land referred to in the Project Agreement and the Project Land Access and Tenure Schedule.

2.3 Project Agreement

The Licensee must, at all times during the Term, comply with its obligations and liabilities under the Project Agreement to the extent relating to access to, or use of, the Land.

2.4 No entitlement

Without limiting the Licensee's rights under the Project Agreement, the Licensee acknowledges and agrees that the exercise by the Authority or the Territory, its Associates or any other person authorised by it of the rights of access to the Land under the Project Agreement, the Territory Project Documents or this Licence:

- (1) will not give rise to any right in favour of the Licensee to terminate this Licence or make any Claim against the Authority or the Territory; and
- (2) will not release the Licensee from its obligations pursuant to this Licence.

3. Term of Licence

This Licence will:

- (1) commence, in respect of each Delivery Phase Section of the Land, on:
 - (a) the later of:
 - i. Financial Close; and
 - ii. the Delivery Phase Section Access Date for that Delivery Phase Section;
 - (b) such later date as notified by the Licensee to the Territory, such notification to be given no less than 10 Business Day prior to the relevant Delivery Phase Section Access Date if the Licensee wishes to take possession of the Delivery Phase Section later than the Delivery Phase Section Access Date for that Delivery Phase Section; or
 - (c) such earlier date as may be agreed between the parties for that Delivery Phase Section (where such date cannot be before Financial Close), provided that the Licensee has complied with all requirements in the Project Land Access and Tenure Schedule and the Project Agreement for obtaining access to that Delivery Phase Section; and
- (2) terminate on the earlier of:
 - (a) the Date of Services Completion; and
 - (b) the earlier termination of this Licence under clause 8.

4. Purpose

The Licensee will use the Land only for the Purpose.

5. Licence Fee and GST

- 5.1 The Licensee must pay the Licence Fee in **Item 5** in the manner described in **Item 6** or as the Territory otherwise directs in writing.
- 5.2 Notwithstanding any other provision of this licence, the Licensee must pay to the Territory from time to time in addition to any other payment under this licence, amounts equivalent to the GST payable by the Territory in respect of anything which is a supply for the purposes of the GST Act under or in connection with this licence.

6. Licence Only

Nothing contained in this licence:

- (1) will create, or is to be construed as creating, any estate or interest in the Land in favour of the Licensee;

- (2) confers exclusive possession of the Land on the Licensee or its Associates; and
- (3) creates the relationship of tenant and landlord between any of the Licensee or its Associates and the Territory,

and the rights granted by this Licence are personal to the Licensee.

7. Sub-licence or Assignment

- 7.1 Subject to clause 7.2, the Licensee must not sublet, licence, assign, transfer or mortgage its rights granted by this licence, including by way of assignment or sub-licence (other than if the grant of a sub-licence by the Licensee of its interest in this Licence is permitted under the Territory Project Documents).
- 7.2 Subject to clause 7.3, the Licensee may permit the Licensee's Associates to access and use the Land for the Purpose.
- 7.3 The Licensee is responsible for the acts and omissions of any of its Associates given access to the Land pursuant to this Licence or the Territory Project Documents (as if they were the acts or omissions of the Licensee).

8. Termination

- 8.1 Save for the rights expressly stated in this clause 8, to the extent permitted by law, no party shall have any right to terminate this Licence.
- 8.2 Subject to any earlier determination in accordance with paragraph 8.3 below, this Licence shall terminate automatically on the Date of Services Completion and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.
- 8.3 Without limiting clause 9, if the Project Agreement is ended for any reason this Licence will end simultaneously, and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.
- 8.4 This Licence may not be terminated by the Authority, the Territory or the Licensee whether for breach of its terms or otherwise unless the Project Agreement is also terminated concurrently.

9. Indemnity and Insurance

The Parties acknowledge that clauses 38 and 39 of the Project Agreement address the Licensee's liability and insurance obligations.

10. No Waiver

No failure to exercise and no delay in exercising, on the part of the Authority or the Territory, any right or remedy under this Licence or any sub-licence will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that, or any other, right or remedy.

11. Variation

The parties may vary the particulars of Attachment A and Attachment B to add additional parcels of land by written agreement prior to the expiration of this Licence.

SCHEDULE

LICENCE DETAILS

Item 1.	Licensee	Canberra Metro PC Pty Limited in its personal capacity and as trustee for the Project Trust <i>ACN 612 075 868 of [Not disclosed]</i>
Item 2.	Custodians	LAND DEVELOPMENT AGENCY, a corporation established by section 31 of the Act; TERRITORY AND MUNICIPAL SERVICES DIRECTORATE
Item 3.	Land	All of the land listed in the Table at Attachment B and as shown on the SDMS Plan at Attachment A.
Item 4.	Purpose	To use the Land only: (a) for the performance of the Delivery Activities; (b) for the storage and location of any equipment, materials, vehicles and machinery necessary for the carrying out of the Delivery Activities in accordance with the Project Agreement; (c) otherwise to exercise the Licensee's rights and to comply with its obligations under the Project Agreement and any other Territory Project Documents; and (d) for any other purpose agreed by the parties in writing.
Item 5.	Licence Fee	Nil (Note: The Licence Fee is additional to the fee charged for applying for the licence which the Minister determines under the Act.)
Item 6.	Manner of Payment	Not Applicable
Item 7.	Contact Officer	<i>For the Planning and Land Authority</i> <i>[Not disclosed]</i> <i>For the Territory</i> <i>[Not disclosed]</i> <i>For the Licensee</i> <i>[Not disclosed]</i>

ATTACHMENT A - SDMS Plan

ATTACHMENT B - Land

Note: Where the description of each area in the tables below refers to:

- a road reserve area; or
- a portion of a Block/Section,

boundaries of this licence will be as set out in the SDMS Plan attached to this licence.

Delivery Phase Section	SDMS Plan Reference	Land Description	Location	Delivery Phase Section Access Date
1	Sheet 2	Portion of Block 1, Section 36	Gungahlin	21/06/2016
2	Sheet 2	Portion of Block 1, Section 37	Gungahlin	21/06/2016
3	Sheet 2	Road reserve of: (a) Gungahlin Place north and south of Hibberson Street (b) Hibberson Street between Gungahlin Place (10+000) and Kate Crace Street (10+350) (c) Hinder Street to the north and south of Hibberson Street (d) Kate Crace Street to the north and south of Hibberson Street	Gungahlin	21/06/2016
4	Sheet 2	Road reserve of Flemington Road between Kate Crace Street (10+350) and Mapleton Avenue (20+950)	Gungahlin, Frankin & Harrison	19/05/2016
5	Sheet 2	Substation site: Portion of Block 1 Section 230	Gungahlin	19/05/2016
6	Sheet 2	Road reserve of: (a) Manning Clarke Crescent to the south of Flemington Road (b) Farran Street between Flemington Road (10+940) and Wizard Street (20+220); (c) Casimaty Street to the north of Farran Street; (d) Wizard Street to the north of Flemington Road	Gungahlin, Franklin and Harrison	19/05/2016

Delivery Phase Section	SDMS Plan Reference	Land Description	Location	Delivery Phase Section Access Date
7	Sheet 2	Road reserve of: (a) Manning Clarke Crescent to the west of Flemington Road (b) Nullabor Avenue to the east and west of Flemington Road	Franklin and Harrison	03/09/2016
8	Sheet 2	Road reserve of: (a) Flemington Road between Mapleton Avenue (20+950) and Well Station Drive (22+620); (b) Mapleton Avenue to the east of Flemington Road	Franklin and Harrison	29/06/2016
9	Sheet 2	Substation site: Portion of Block 3 Section 129	Harrison	07/04/2017
10	Sheet 3	Road reserve of: (a) Well Station Drive to the west and east of Flemington Road (b) Flemington Road between Well Station Drive (22+620) and Randwick Road (32+100)	Franklin, Harrison, Kenny, Mitchell and Lyneham	10/06/2016
10A	Sheet 3	Block 12, Section 21	Mitchell	10/06/2016
10B	Sheet 3	Block 19, Section 21	Mitchell	10/06/2016
11	Sheet 3	Road reserve of Lysaght Street between Flemington Road and Vicars Street		28/07/2016
12	Sheet 3	Road reserve of: (a) Sandford Street between Grimwade Street and Flemington Road (b) Morriset Road to the east of Flemington Road (c) Grimwade Street to the north of Sandford Street	Mitchell and Lyneham	10/06/2016
13	Sheet 3	Portion of Block 5 Section 15	Mitchell	28/07/2016
14	Sheet 3	Portion of Block 4, Section 42	Mitchell	28/07/2016

Delivery Phase Section	SDMS Plan Reference	Land Description	Location	Delivery Phase Section Access Date
15	Sheet 3	Portion of Block 2, Section 60	Lyneham	28/07/2016
16	Sheet 3	Road reserve of Randwick Road between Flemington and the Race course access	Lyneham	10/06/2016
17	Sheets 3 - 4	Road reserve of: (a) Flemington Road between Randwick Road (32+100) and Federal Highway (40+610); (b) Federal Highway between Flemington Road (40+610) and Barton Highway (41+650) (c) Federal Highway to the north of Flemington Road (d) Phillip Avenue to the southeast of the Federal Highway	Watson, Downer and Lyneham	18/06/2016
18	Sheet 4	Block 25 Section 71	Lyneham	18/06/2016
19	Sheet 4	Road reserve of Northbourne Avenue between Barton Highway (41+650) and Antill Street (50+200)	Dickson, Downer and Lyneham	19/05/2016
20	Sheet 4	Road reserve of Barton Highway to the west of Northbourne Avenue	Lyneham	14/07/2017
21	Sheet 4	Block 51 Section 59	Lyneham	18/06/2016
22	Sheet 4	Block 52 Section 59	Lyneham	18/06/2016
23	Sheet 4	Portion of Block 50, Section 59	Lyneham	18/06/2016
24	Sheet 4	Road reserve of Swinden Street to the east of Northbourne Avenue	Dickson, Downer and Lyneham	17/06/2016
25	Sheet 4 - 5	Road reserve of: (a) Northbourne Avenue between Antill Street (50+200) and Macarthur Avenue (51+580); (b) Morphett Street to the east of Northbourne Avenue; (c) Murdoch Street to the west of Northbourne Avenue	Dickson, Turner, Lyneham and Braddon	17/08/2016

Delivery Phase Section	SDMS Plan Reference	Land Description	Location	Delivery Phase Section Access Date
		(d) Macarthur Avenue to the west of Northbourne Avenue; (e) David Street to the south of Macarthur Avenue		
26	Sheet 5	Road reserve of: (a) Northbourne Avenue between Macarthur Avenue (51+580) and London Circuit (70+150); (b) Condamine Street to the west of Northbourne Avenue; (c) Elouera Street to the east of Northbourne Avenue; (d) Cooyong Street to the east of Northbourne Avenue; (e) Barry Drive to the west of Northbourne Avenue; (f) Rudd Street west of Northbourne Avenue (g) Alinga Street to the east and west and Northbourne Avenue	Turner, Braddon and City	29/06/2016
27	Sheet 5	Substation Site: Road Reserve of Mort Street	Braddon	01/01/2017

ATTACHMENT C - Custodian Consents

DATE OF THIS LICENCE.....2016

SIGNED for and on behalf of the)

PLANNING AND LAND AUTHORITY)

in the presence of:)

)

)

.....)

Signature of Witness)

)

.....)

Print name)

)

)

)

SIGNED for and on behalf of the)

TERRITORY by its duly appointed delegate in the)

presence of:)

)

)

.....)

Signature of Witness)

)

)

.....)

Print name)

)

)

.....

Signature of Authorised Officer

.....

Print Name

.....

Signature of Delegate

.....

Print Name

SIGNED by
CANBERRA METRO PC PTY LIMITED ACN 612 075 868 in its personal
capacity and as trustee for the **PROJECT TRUST**
by

*sign
here* ►

Company Secretary/Director

sign here
►

Director

*print
name*

*print
name*

**4.2 Form of Licence(s) for Delivery Phase Area (Day 1) - Set aside
for laydown area compounds**

LICENCE

BETWEEN

PLANNING AND LAND AUTHORITY

AND

AUSTRALIAN CAPITAL TERRITORY

AND

CANBERRA METRO PC PTY LIMITED in its
personal capacity and as trustee for the Project
Trust

ACN 612 075 868

SECTION 303 LICENCE FOR USE OF UNLEASED TERRITORY LAND - DELIVERY PHASE TEMPORARY LAND

SDMS licence ID number: _____

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PARTIES: **PLANNING AND LAND AUTHORITY**, the body corporate established by section 10 of the *Planning and Development Act 2007 (ACT)* for and on behalf of the Commonwealth of Australia (“Authority”)

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cwth) represented by the Capital Metro Agency (“Territory”)

The person specified in **Item 1** (“Licensee”)

BACKGROUND

- A. The Licensee will enter into the Project Agreement for the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities.
- B. The Licensee has applied to the Authority pursuant to section 302 of the *Planning and Development Act 2007 (ACT)* (**Act**) for a licence to occupy and use the Temporary Land.
- C. The Custodians are the custodians of the Land pursuant to section 333 of the Act as shown on the custodianship map (pursuant to section 334 of the Act) and specified in **Item 2**.
- D. The Custodians of the Land have given their written consent to the issue of this licence (as set out at Attachment C to this licence) and have requested the Authority to grant the licence to the Licensee.
- E. The Authority has agreed to grant this licence on the terms and conditions of this licence and the Licensee has agreed to these terms and conditions.
- F. The Authority and the Territory have agreed that the Territory will be responsible for the management of this licence.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

In this Licence, unless otherwise defined in this Licence, capitalised terms have the meaning given to them in the Project Agreement and:

Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in Item 7 , or as notified in writing from time to time by one party to the other.
Contract Particulars	means Schedule 1 to the Project Agreement.
Custodians	means the entities listed at Item 2 as shown on the custodianship map created by the Authority in accordance with section 334 of the Act.

Date of Final Completion	has the same meaning as in the Project Agreement.
Delivery Activities	means all work, things and tasks which the Licensee is, or may be, required to carry out during the Delivery Phase to comply with its obligations under or in connection with the Territory Project Documents and the rectification of any Defects in such work but excluding the O&M Activities during the period between the Date of Services Completion and the Date of Final Completion.
Financial Close	means the date on which the last Condition Precedent (as set out in Schedule 2 to the Project Agreement) to be satisfied, has been satisfied (or waived in accordance with clause 3.4 of the Project Agreement).
Item	means an item in the Schedule to this licence.
Licence Fee	means the fee specified in Item 5 .
Project Agreement	means the agreement of that name to be entered into by the Territory and the Licensee relating to the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities.
Project Trust	has the same meaning as in the Project Agreement.
Purpose	means that purpose to which the Land is to be put as specified in Item 4 .
SDMS Plan	means the Plan created by the Spatial Data Management System used by the Authority for planning and land management in the Territory (or any successor system) and at Attachment A.
Temporary Land	means the unleased Territory land specified in Item 3 .
Temporary Land Section	means each section of the Temporary Land set out in the Table at Attachment B and as shown on the SDMS Plan at Attachment A.
Temporary Land Section Access Date	means, in respect of a Temporary Land Section of the Land, the date specified as a "Temporary Land Section Access Date" in the Table at Attachment B.
Term	means the period specified in clause 3.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth).
Territory Project Documents	has the same meaning as in the Project Agreement.

1.2 General

- (1) Clause 2.1 (Interpretation) and clause 61.1 (Notices) of the Project Agreement are incorporated by reference into this Licence;
- (2) Unless the context otherwise requires, for the purpose of paragraph (1) references to:
 - (a) "Project Co" will become references to "the Licensee";
 - (b) "the Agreement" or "this Agreement", will become references to "this Licence"; and
 - (c) items in the Contract Particulars will be references to the relevant details in **Item 7** for the Territory and the Licensee.

1.3 Moratorium

To the extent permitted by Law, the application to this Licence or to any party of any Law or any requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Licence Fee or any part of it or otherwise affecting the operation of the terms of this Licence or its application to any party is excluded and negated.

1.4 Order of Precedence

If there is any ambiguity, discrepancy or inconsistency between any provisions of this Licence and the Project Agreement, the terms of the Project Agreement prevail.

1.5 Capacity of the Licensee

- (1) Insofar as the Licensee enters into this Licence in its capacity as trustee of the Project Trust, it must remain trustee of the Project Trust, subject to clause 46.5(e) of the Project Agreement, until the expiry or satisfaction of all of the Licensee's obligations under this Licence.
- (2) A liability of the Licensee arising under or in connection with this Licence (whether that liability arises under a specific provision of this Licence, for breach of contract or otherwise), is a liability that can be enforced against the Licensee both in its own right and in its capacity as trustee of the Project Trust, unless the liability relates only to an asset which the Licensee holds in its personal capacity and not as trustee, in which case the liability can only be enforced against the Licensee in its personal capacity.

2. Licence

2.1 Grant of Licence

The Authority grants the Licensee a non-exclusive licence under section 303 of the Act to occupy and use the Temporary Land on the terms and conditions contained in this licence.

2.2 General Conditions

Subject to clause 3, the licence is granted subject to:

- (1) the rights of the Territory, any of its Associates and any other person authorised by it (including the Independent Certifier), including their rights of access to and occupation of the Delivery Phase Area, under this Licence and any other Territory Project Document; and
- (2) the restrictions upon the access, occupation and use of the relevant Project Land referred to in the Project Agreement and the Project Land Access and Tenure Schedule.

2.3 Project Agreement

The Licensee must, at all times during the Term, comply with its obligations and liabilities under the Project Agreement to the extent relating to access to, or use of, the Land.

2.4 No entitlement

Without limiting the Licensee's rights under the Project Agreement, the Licensee acknowledges and agrees that the exercise by the Authority or the Territory, its Associates or any other person authorised by it of the rights of access to the Temporary Land under the Project Agreement, the Territory Project Documents or this Licence:

- (1) will not give rise to any right in favour of the Licensee to terminate this Licence or make any Claim against the Authority or the Territory; and
- (2) will not release the Licensee from its obligations pursuant to this Licence.

3. Term of Licence

3.1 Initial Term

This Licence will:

- (1) commence, in respect of each Temporary Land Section of the Temporary Land, on:
 - (a) the later of:
 - i. Financial Close; and
 - ii. the Temporary Land Section Access Date for that Temporary Land Section;
 - (b) such later date as notified by the Licensee to the Territory, such notification to be given no less than 10 Business Days prior to the relevant Temporary Land Section Access Date if the Licensee wishes to take possession of the Temporary Land Section later than the Temporary Land Section Access Date for that Temporary Land Section; or
 - (c) such earlier date as may be agreed between the parties for that Temporary Land Section (where such date cannot be before Financial Close),

provided that the Licensee has complied with all requirements in the Project Land Access and Tenure Schedule and the Project Agreement for obtaining access to that Temporary Land Section; and

- (2) terminate in respect of each Temporary Land Section of the Temporary Land on the earlier of the:
 - (a) third anniversary of the Temporary Land Section Access Date for that Temporary Land Section;
 - (b) Date of Final Completion; and
 - (c) early termination of this Licence in accordance with clause 8.

3.2 Renewal or extension of Licence

- (1) In the event that the Date of Final Completion or the termination of this Licence do not occur before the third anniversary of the Temporary Land Section Access Date for a Temporary Land Section, the Authority may renew, extend or vary the term of this Licence for an additional term of no more than three years.
- (2) The Licensee and Territory will take reasonable steps as required by the Authority in relation to the renewal, extension or variation of the term of this Licence, including, if required by the Authority, entering into a deed of variation or other similar agreement.
- (3) If the Authority renews, extends or varies the term of this Licence under this clause 3.2, the renewed, extended or varied Licence will terminate on the earlier of the:

- (a) date set out in the renewal or extension notice or deed of variation (as applicable) for termination of the Licence;
- (b) Date of Final Completion; and
- (c) early termination of this Licence in accordance with clause 8.

4. Purpose

The Licensee will use the Temporary Land only for the Purpose.

5. Licence Fee and GST

- 5.1 The Licensee must pay the Licence Fee in **Item 5** in the manner described in **Item 6** or as the Territory otherwise directs in writing.
- 5.2 Notwithstanding any other provision of this licence, the Licensee must pay to the Territory from time to time in addition to any other payment under this licence, amounts equivalent to the GST payable by the Territory in respect of anything which is a supply for the purposes of the GST Act under or in connection with this licence.

6. Licence Only

Nothing contained in this licence:

- (1) will create, or is to be construed as creating, any estate or interest in the Temporary Land in favour of the Licensee;
- (2) confers exclusive possession of the Temporary Land on the Licensee or its Associates; and
- (3) creates the relationship of tenant and landlord between any of the Licensee or its Associates and the Territory,

and the rights granted by this Licence are personal to the Licensee.

7. Sub-licence or Assignment

- 7.1 Subject to clause 7.2, the Licensee must not sublet, licence, assign, transfer or mortgage its rights granted by this licence, including by way of assignment or sub-licence (other than if the grant of a sub-licence by the Licensee of its interest in this Licence is permitted under the Territory Project Documents).
- 7.2 Subject to clause 7.3, the Licensee may permit the Licensee's Associates to access and use the Land for the Purpose.
- 7.3 The Licensee is responsible for the acts and omissions of any of its Associates given access to the Temporary Land pursuant to this Licence or the Territory Project Documents (as if they were the acts or omissions of the Licensee).

8. Termination

- 8.1 Save for the rights expressly stated in this clause 8, to the extent permitted by law, no party shall have any right to terminate this Licence.
- 8.2 Subject to any earlier determination in accordance with paragraph 8.3 below, this Licence shall terminate automatically on the Date of Final Completion and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.
- 8.3 Without limiting clause 9, if the Project Agreement is ended for any reason this Licence will end simultaneously, and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.

8.4 This Licence may not be terminated by the Authority, the Territory or the Licensee whether for breach of its terms or otherwise unless the Project Agreement is also terminated concurrently.

9. Indemnity and Insurance

The Parties acknowledge that clauses 38 and 39 of the Project Agreement address the Licensee's liability and insurance obligations.

10. No Waiver

No failure to exercise and no delay in exercising, on the part of the Authority or the Territory, any right or remedy under this Licence or any sub-licence will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that, or any other, right or remedy.

11. Variation

The parties may vary the particulars of Attachment A and Attachment B to add additional parcels of land by written agreement prior to the expiration of this Licence.

SCHEDULE

LICENCE DETAILS

Item 1.	Licensee	Canberra Metro PC Pty Limited in its personal capacity and as trustee for the Project Trust <i>ACN 612 075 868 of [Not disclosed]</i>
Item 2.	Custodians	LAND DEVELOPMENT AGENCY, a corporation established by section 31 of the Act; TERRITORY AND MUNICIPAL SERVICES DIRECTORATE; AND
Item 3.	Temporary Land	All of the land listed in the Table at Attachment B and as shown on the SDMS Plan at Attachment A.
Item 4.	Purpose	To use the Land only: (a) for the performance of the Delivery Activities; (b) for the temporary storage and location of any equipment, materials, vehicles and machinery necessary for the carrying out of the Delivery Activities in accordance with the Project Agreement; (c) otherwise to exercise the Licensee's rights and to comply with its obligations under the Project Agreement and any other Territory Project Documents; and (d) for any other purpose agreed by the parties in writing.
Item 5.	Licence Fee	<p>(Note: The Licence Fee is additional to the fee charged for applying for the licence which the Minister determines under the Act.)</p> Nil
Item 6.	Manner of Payment	Not Applicable
Item 7.	Contact Officer	<i>For the Planning and Land Authority</i> <i>[Not disclosed]</i> <i>For the Territory</i> <i>[Not disclosed]</i> <i>For the Licensee</i> <i>[Not disclosed]</i>

ATTACHMENT A - SDMS Plan

ATTACHMENT B - Land

Note: Where the description of each area in the tables below refers to a portion of a Block/Section, the boundaries of this licence will be as set out in the SDMS Plan attached to this licence.

Temporary Land Section	SDMS Plan Reference	Temporary Land Description	Location	Temporary Land Section Access Date
1		A portion of GUNGAHLIN: Block 1 Section 230	Off Kate Crace Street, Gungahlin	19/05/2016
2		LYNEHAM: Block 23 Section 71	Corner of Randwick Road and Flemington Road, Lyneham	19/05/2016
3		LYNEHAM: Block 26 Section 71	Off Flemington Road, Lyneham (EPIC Car park)	19/05/2016
4		A portion of CITY: Block 8, Section 37	Corner Constitution Avenue and Coranderrk Street (Car park)	31/07/2016

ATTACHMENT C - Custodian Consents

DATE OF THIS LICENCE.....2016

SIGNED for and on behalf of the)

PLANNING AND LAND AUTHORITY)

in the presence of:)

)

)

.....)

Signature of Witness)

)

)

.....)

Print name)

)

)

SIGNED for and on behalf of the)

TERRITORY by its duly appointed delegate in the)

presence of:)

)

)

.....)

Signature of Witness)

)

)

.....)

Print name)

)

.....

Signature of Authorised Officer

.....

Print Name

.....

Signature of Delegate

.....

Print Name

SIGNED by

CANBERRA METRO PC PTY LIMITED ACN 612 075 868 in its personal capacity and as trustee for the **PROJECT TRUST**

by

*sign
here* ►

sign here
►

Company Secretary/Director

Director

*print
name*

*print
name*

**4.3 Form of Licence(s) for the Delivery Phase Area - Non Day 1
Land - Territory Land - primary**

LICENCE

BETWEEN

PLANNING AND LAND AUTHORITY

AND

AUSTRALIAN CAPITAL TERRITORY

AND

CANBERRA METRO PC PTY LIMITED in its
personal capacity and as trustee for the Project
Trust

ACN 612 075 868

SECTION 303 LICENCE FOR USE OF UNLEASED TERRITORY LAND - DELIVERY PHASE

SDMS licence ID number: _____

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PARTIES: **PLANNING AND LAND AUTHORITY**, the body corporate established by section 10 of the *Planning and Development Act 2007* (ACT) for and on behalf of the Commonwealth of Australia (“Authority”)

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cwlth) represented by the Capital Metro Agency (“Territory”)

The person specified in **Item 1** (“Licensee”)

BACKGROUND

- A. The Licensee has entered into the Project Agreement for the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities.
- B. The Licensee has applied to the Authority pursuant to section 302 of the *Planning and Development Act 2007* (ACT) (**Act**) for a licence to occupy and use the Land.
- C. The Custodians are the custodians of the Land pursuant to section 333 of the Act as shown on the custodianship map (pursuant to section 334 of the Act) and specified in **Item 2**. **[Note: to be amended if only one relevant Custodian]**
- D. The Custodians of the Land have given their written consent to the issue of this licence (as set out at Attachment B to this licence) and have requested the Authority to grant the licence to the Licensee. **[Note: to be amended if only one relevant Custodian]**
- E. The Authority has agreed to grant this licence on the terms and conditions of this licence and the Licensee has agreed to these terms and conditions.
- F. The Authority and the Territory have agreed that the Territory will be responsible for the management of this licence.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

In this Licence, unless otherwise defined in this Licence, capitalised terms have the meaning given to them in the Project Agreement and:

- Contact Officer** means, in relation to each party, the representatives whose names and contact details are specified in **Item 7**, or as notified in writing from time to time by one party to the other.
- Contract Particulars** means Schedule 1 to the Project Agreement.
- Custodians** means the entities listed at **Item 2** as shown on the custodianship map created by the Authority in accordance with section 334 of the Act.

Date of Services Completion	has the same meaning as in the Project Agreement.
Delivery Activities	means all work, things and tasks which the Licensee is, or may be, required to carry out during the Delivery Phase to comply with its obligations under or in connection with the Territory Project Documents and the rectification of any Defects in such work but excluding the O&M Activities during the period between the Date of Services Completion and the Date of Final Completion.
Access Date	means [insert relevant date from Table 1 of Schedule 8].
Item	means an item in the Schedule to this licence.
Land	means the unleased Territory land specified in Item 3 .
Licence Fee	means the fee specified in Item 5 .
Purpose	means that purpose to which the Land is to be put as specified in Item 4 .
Project Agreement	means the agreement of that name entered into by the Territory and the Licensee relating to the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities and dated [insert]
Project Trust	has the same meaning as in the Project Agreement.
SDMS Plan	means the Plan created by the Spatial Data Management System used by the Authority for planning and land management in the Territory (or any successor system) and at Attachment A.
Term	means the period specified in clause 3.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth).
Territory Project Documents	has the same meaning as in the Project Agreement.

1.2 General

- (1) Clause 2.1 (Interpretation) and clause 61.1 (Notices) of the Project Agreement are incorporated by reference into this Licence;
- (2) Unless the context otherwise requires, for the purpose of paragraph (1) references to:
 - (a) "Project Co" will become references to "the Licensee";
 - (b) "the Agreement" or "this Agreement", will become references to "this Licence"; and
 - (c) items in the Contract Particulars will be references to the relevant details in **Item 7** for the Territory and the Licensee.

1.3 Moratorium

To the extent permitted by Law, the application to this Licence or to any party of any Law or any requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Licence Fee or any part of it or otherwise affecting the operation of the terms of this Licence or its application to any party is excluded and negated.

1.4 Order of Precedence

If there is any ambiguity, discrepancy or inconsistency between any provisions of this Licence and the Project Agreement, the terms of the Project Agreement prevail.

1.5 Capacity of the Licensee

- (1) Insofar as the Licensee enters into this Licence in its capacity as trustee of the Project Trust, it must remain trustee of the Project Trust, subject to clause 46.5(e) of the Project Agreement, until the expiry or satisfaction of all of the Licensee's obligations under this Licence.
- (2) A liability of the Licensee arising under or in connection with this Licence (whether that liability arises under a specific provision of this Licence, for breach of contract or otherwise), is a liability that can be enforced against the Licensee both in its own right and in its capacity as trustee of the Project Trust, unless the liability relates only to an asset which the Licensee holds in its personal capacity and not as trustee, in which case the liability can only be enforced against the Licensee in its personal capacity.

2. Licence

2.1 Grant of Licence

The Authority grants the Licensee a non-exclusive licence under section 303 of the Act to occupy and use the Land on the terms and conditions contained in this licence.

2.2 General Conditions

Subject to clause 3, the licence is granted subject to:

- (1) the rights of the Territory, any of its Associates and any other person authorised by it (including the Independent Certifier), including their rights of access to and occupation of the Delivery Phase Area, under this Licence and any other Territory Project Document; and
- (2) the restrictions upon the access, occupation and use of the relevant Project Land referred to in the Project Agreement and the Project Land Access and Tenure Schedule.

2.3 Project Agreement

The Licensee must, at all times during the Term, comply with its obligations and liabilities under the Project Agreement to the extent relating to access to, or use of, the Land.

2.4 No entitlement

Without limiting the Licensee's rights under the Project Agreement, the Licensee acknowledges and agrees that the exercise by the Authority or the Territory, its Associates or any other person authorised by it of the rights of access to the Land under the Project Agreement, the Territory Project Documents or this Licence:

- (1) will not give rise to any right in favour of the Licensee to terminate this Licence or make any Claim against the Authority or the Territory; and
- (2) will not release the Licensee from its obligations pursuant to this Licence.

3. Term of Licence

[Note: to be amended if licence is granted in respect of both the Depot land and the Substation Land to include sectional access.]

This Licence will:

- (1) commence, in respect of the Land, on:
 - (a) the Access Date;
 - (b) such later date as notified by the Licensee to the Territory, such notification to be given no less than 10 Business Day prior to the Access Date if the Licensee wishes to take possession of the Land later than the Access Date; or
 - (c) such earlier date as may be agreed between the parties, provided that the Licensee has complied with all requirements in the Project Land Access and Tenure Schedule and the Project Agreement for obtaining access to the Land; and
- (2) terminate on the earlier of:
 - (a) the Date of Services Completion; and
 - (b) the earlier termination of this Licence under clause 8.

3A. Vacant Possession

[Note: to be omitted from licence for Substation Land if separate licences are granted in respect of both the Depot land and the Substation Land.]

The Territory will ensure that as at the Access Date for Block 3, Section 16, Mitchell (Depot Site), the Land comprised of Block 3, Section 16, Mitchell (Depot Site), will be vacant and free from all equipment and material owned or used by *[Not disclosed]*.

4. Purpose

The Licensee will use the Land only for the Purpose.

5. Licence Fee and GST

- 5.1 The Licensee must pay the Licence Fee in **Item 5** in the manner described in **Item 6** or as the Territory otherwise directs in writing.
- 5.2 Notwithstanding any other provision of this licence, the Licensee must pay to the Territory from time to time in addition to any other payment under this licence, amounts equivalent to the GST payable by the Territory in respect of anything which is a supply for the purposes of the GST Act under or in connection with this licence.

6. Licence Only

Nothing contained in this licence:

- (1) will create, or is to be construed as creating, any estate or interest in the Land in favour of the Licensee;
- (2) confers exclusive possession of the Land on the Licensee or its Associates; and
- (3) creates the relationship of tenant and landlord between any of the Licensee or its Associates and the Territory,

and the rights granted by this Licence are personal to the Licensee.

7. Sub-licence or Assignment

- 7.1 Subject to clause 7.2, the Licensee must not sublet, licence, assign, transfer or mortgage its rights granted by this licence, including by way of assignment or sub-licence (other than if the grant of a sub-licence by the Licensee of its interest in this Licence is permitted under the Territory Project Documents).
- 7.2 Subject to clause 7.3, the Licensee may permit the Licensee's Associates to access and use the Land for the Purpose.
- 7.3 The Licensee is responsible for the acts and omissions of any of its Associates given access to the Land pursuant to this Licence or the Territory Project Documents (as if they were the acts or omissions of the Licensee).

8. Termination

8.1 Save for the rights expressly stated in this clause 8, to the extent permitted by law, no party shall have any right to terminate this Licence.

8.2 Subject to any earlier determination in accordance with paragraph 8.3 below, this Licence shall terminate automatically on the Date of Services Completion and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.

8.3 Without limiting clause 9, if the Project Agreement is ended for any reason this Licence will end simultaneously, and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.

8.4 This Licence may not be terminated by the Authority, the Territory or the Licensee whether for breach of its terms or otherwise unless the Project Agreement is also terminated concurrently.

9. Indemnity and Insurance

The Parties acknowledge that clauses 38 and 39 of the Project Agreement address the Licensee's liability and insurance obligations.

10. No Waiver

No failure to exercise and no delay in exercising, on the part of the Authority or the Territory, any right or remedy under this Licence or any sub-licence will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that, or any other, right or remedy.

11. Variation

The parties may vary the particulars of Attachment A and Attachment B to add additional parcels of land by written agreement prior to the expiration of this Licence.

SCHEDULE

LICENCE DETAILS

Item 1.	Licensee	Canberra Metro PC Pty Limited in its personal capacity and as trustee for the Project Trust ACN 612 075 868 of [Not disclosed]
Item 2.	Custodians	ACT PROPERTY GROUP, a unit of the CHIEF MINISTER, TREASURY AND ECONOMIC DEVELOPMENT DIRECTORATE TERRITORY AND MUNICIPAL SERVICES DIRECTORATE [Note: The Custodians above are those currently listed as custodians for the Non-Day 1 Delivery Phase Area - to be revised if required prior to execution]
Item 3.	Land	[Insert relevant block/section from Table 1 of Schedule 8] as shown on the SDMS Plan at Attachment A.
Item 4.	Purpose	To use the Land only: (a) for the performance of the Delivery Activities; (b) for the storage and location of any equipment, materials, vehicles and machinery necessary for the carrying out of the Delivery Activities in accordance with the Project Agreement; (c) otherwise to exercise the Licensee's rights and to comply with its obligations under the Project Agreement and any other Territory Project Documents; and (d) for any other purpose agreed by the parties in writing.
Item 5.	Licence Fee	Nil (Note: The Licence Fee is additional to the fee charged for applying for the licence which the Minister determines under the Act.)
Item 6.	Manner of Payment	Not Applicable
Item 7.	Contact Officer	<i>For the Planning and Land Authority</i> <i>[Not disclosed]</i> <i>For the Territory</i> <i>[Not disclosed]</i> <i>For the Licensee</i>

[Not disclosed]

ATTACHMENT A

[Insert relevant SDMS Plan]

ATTACHMENT B - Custodian consents

[Relevant consents to be attached]

DATE OF THIS LICENCE.....2016

SIGNED for and on behalf of the)

PLANNING AND LAND AUTHORITY)

in the presence of:)

)

)

.....

)

.....

Signature of Authorised Officer

Signature of Witness)

)

)

.....

)

.....

Print name

Print Name

)

)

SIGNED for and on behalf of the)

TERRITORY by its duly appointed delegate in the)
presence of:)

)

)

.....

)

.....

Signature of Delegate

Signature of Witness)

)

)

.....

)

.....

Print name

Print Name

)

SIGNED by
CANBERRA METRO PC PTY LIMITED in its personal capacity and as trustee for the **PROJECT TRUST**
by

sign here ►

Company Secretary/Director

sign here



Director

print name

print name

**4.4 Form of Licence(s) for the Delivery Phase Area - Non Day 1
Land - Territory Land - Set aside for laydown area compounds**

LICENCE

BETWEEN

PLANNING AND LAND AUTHORITY

AND

AUSTRALIAN CAPITAL TERRITORY

AND

CANBERRA METRO PC PTY LIMITED in its
personal capacity and as trustee for the Project
Trust

ACN 612 075 868

**SECTION 303 LICENCE
FOR USE OF UNLEASED
TERRITORY LAND - DELIVERY
PHASE TEMPORARY LAND**

SDMS licence ID number: _____

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PARTIES: **PLANNING AND LAND AUTHORITY**, the body corporate established by section 10 of the *Planning and Development Act 2007* (ACT) for and on behalf of the Commonwealth of Australia (“Authority”)

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cwth) represented by the Capital Metro Agency (“Territory”)

The person specified in **Item 1** (“Licensee”)

BACKGROUND

- A. The Licensee has entered into the Project Agreement for the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities.
- B. The Licensee has applied to the Authority pursuant to section 302 of the *Planning and Development Act 2007* (ACT) (**Act**) for a licence to occupy and use the Temporary Land.
- C. The Custodians are the custodians of the Land pursuant to section 333 of the Act as shown on the custodianship map (pursuant to section 334 of the Act) and specified in **Item 2**. **[Note: to be amended if only one relevant Custodian]**
- D. The Custodians of the Land have given their written consent to the issue of this licence (as set out at Attachment C to this licence) and have requested the Authority to grant the licence to the Licensee. **[Note: to be amended if only one relevant Custodian]**
- E. The Authority has agreed to grant this licence on the terms and conditions of this licence and the Licensee has agreed to these terms and conditions.
- F. The Authority and the Territory have agreed that the Territory will be responsible for the management of this licence.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

In this Licence, unless otherwise defined in this Licence, capitalised terms have the meaning given to them in the Project Agreement and:

Contact Officer means, in relation to each party, the representatives whose names and contact details are specified in **Item 7**, or as notified in writing from time to time by one party to the other.

Contract Particulars means Schedule 1 to the Project Agreement.

Custodians means the entities listed at **Item 2** as shown on the custodianship map created by the Authority in accordance with section 334 of the Act.

Date of Final Completion	has the same meaning as in the Project Agreement.
Delivery Activities	means all work, things and tasks which the Licensee is, or may be, required to carry out during the Delivery Phase to comply with its obligations under or in connection with the Territory Project Documents and the rectification of any Defects in such work but excluding the O&M Activities during the period between the Date of Services Completion and the Date of Final Completion.
Item	means an item in the Schedule to this licence.
Licence Fee	means the fee specified in Item 5 .
Project Agreement	means the agreement of that name entered into by the Territory and the Licensee relating to the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities and dated [insert].
Project Trust	has the same meaning as in the Project Agreement.
Purpose	means that purpose to which the Land is to be put as specified in Item 4 .
SDMS Plan	means the Plan created by the Spatial Data Management System used by the Authority for planning and land management in the Territory (or any successor system) and at Attachment A.
Temporary Land	means the unleased Territory land specified in Item 3 .
Temporary Land Section	means each section of the Temporary Land set out in the Table at Attachment Band as shown on the SDMS Plan at Attachment A.
Temporary Land Section Access Date	means, in respect of a Temporary Land Section of the Land, the date specified as a "Temporary Land Section Access Date" in the Table at Attachment B.
Term	means the period specified in clause 3.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth).
Territory Project Documents	has the same meaning as in the Project Agreement.

1.2 General

- (1) Clause 2.1 (Interpretation) and clause 61.1 (Notices) of the Project Agreement are incorporated by reference into this Licence;
- (2) Unless the context otherwise requires, for the purpose of paragraph (1) references to:
 - (a) "Project Co" will become references to "the Licensee";

- (b) "the Agreement" or "this Agreement", will become references to "this Licence"; and
- (c) items in the Contract Particulars will be references to the relevant details in **Item 7** for the Territory and the Licensee.

1.3 Moratorium

To the extent permitted by Law, the application to this Licence or to any party of any Law or any requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Licence Fee or any part of it or otherwise affecting the operation of the terms of this Licence or its application to any party is excluded and negated.

1.4 Order of Precedence

If there is any ambiguity, discrepancy or inconsistency between any provisions of this Licence and the Project Agreement, the terms of the Project Agreement prevail.

1.5 Capacity of the Licensee

- (1) Insofar as the Licensee enters into this Licence in its capacity as trustee of the Project Trust, it must remain trustee of the Project Trust, subject to clause 46.5(e) of the Project Agreement, until the expiry or satisfaction of all of the Licensee's obligations under this Licence.
- (2) A liability of the Licensee arising under or in connection with this Licence (whether that liability arises under a specific provision of this Licence, for breach of contract or otherwise), is a liability that can be enforced against the Licensee both in its own right and in its capacity as trustee of the Project Trust, unless the liability relates only to an asset which the Licensee holds in its personal capacity and not as trustee, in which case the liability can only be enforced against the Licensee in its personal capacity.

2. Licence

2.1 Grant of Licence

The Authority grants the Licensee a non-exclusive licence under section 303 of the Act to occupy and use the Temporary Land on the terms and conditions contained in this licence.

2.2 General Conditions

Subject to clause 3, the licence is granted subject to:

- (1) the rights of the Territory, any of its Associates and any other person authorised by it (including the Independent Certifier), including their rights of access to and occupation of the Delivery Phase Area, under this Licence and any other Territory Project Document; and
- (2) the restrictions upon the access, occupation and use of the relevant Project Land referred to in the Project Agreement and the Project Land Access and Tenure Schedule.

2.3 Project Agreement

The Licensee must, at all times during the Term, comply with its obligations and liabilities under the Project Agreement to the extent relating to access to, or use of, the Land.

2.4 No entitlement

Without limiting the Licensee's rights under the Project Agreement, the Licensee acknowledges and agrees that the exercise by the Authority or the Territory, its Associates or any other person authorised by it of the rights of access to the Temporary Land under the Project Agreement, the Territory Project Documents or this Licence:

- (1) will not give rise to any right in favour of the Licensee to terminate this Licence or make any Claim against the Authority or the Territory; and
- (2) will not release the Licensee from its obligations pursuant to this Licence.

3. Term of Licence

3.1 Initial Term

This Licence will:

- (1) commence, in respect of each Temporary Land Section of the Temporary Land, on:
 - (a) the Temporary Land Section Access Date for that Temporary Land Section;
 - (b) such later date as notified by the Licensee to the Territory, such notification to be given no less than 10 Business Days prior to the relevant Temporary Land Section Access Date if the Licensee wishes to take possession of the Temporary Land Section later than the Temporary Land Section Access Date for that Temporary Land Section; or
 - (c) such earlier date as may be agreed between the parties for that Temporary Land Section,

provided that the Licensee has complied with all requirements in the Project Land Access and Tenure Schedule and the Project Agreement for obtaining access to that Temporary Land Section; and

- (2) terminate in respect of each Temporary Land Section of the Temporary Land on the earlier of the:
 - (a) third anniversary of the Temporary Land Section Access Date for that Temporary Land Section;
 - (b) Date of Final Completion; and
 - (c) early termination of this Licence in accordance with clause 8.

3.2 Renewal or extension of Licence

- (1) In the event that the Date of Final Completion or the termination of this Licence do not occur before the third anniversary of the Temporary Land Section Access Date

for a Temporary Land Section, the Authority may renew, extend or vary the term of this Licence for an additional term of no more than three years.

- (2) The Licensee and Territory will take reasonable steps as required by the Authority in relation to the renewal, extension or variation of the term of this Licence, including, if required by the Authority, entering into a deed of variation or other similar agreement.
- (3) If the Authority renews, extends or varies the term of this Licence under this clause 3.2, the renewed, extended or varied Licence will terminate on the earlier of the:
 - (a) date set out in the renewal or extension notice or deed of variation (as applicable) for termination of the Licence;
 - (b) Date of Final Completion; and
 - (c) early termination of this Licence in accordance with clause 8.

4. Purpose

The Licensee will use the Temporary Land only for the Purpose.

5. Licence Fee and GST

- 5.1 The Licensee must pay the Licence Fee in **Item 5** in the manner described in **Item 6** or as the Territory otherwise directs in writing.
- 5.2 Notwithstanding any other provision of this licence, the Licensee must pay to the Territory from time to time in addition to any other payment under this licence, amounts equivalent to the GST payable by the Territory in respect of anything which is a supply for the purposes of the GST Act under or in connection with this licence.

6. Licence Only

Nothing contained in this licence:

- (1) will create, or is to be construed as creating, any estate or interest in the Temporary Land in favour of the Licensee;
- (2) confers exclusive possession of the Temporary Land on the Licensee or its Associates; and
- (3) creates the relationship of tenant and landlord between any of the Licensee or its Associates and the Territory,

and the rights granted by this Licence are personal to the Licensee.

7. Sub-licence or Assignment

- 7.1 Subject to clause 7.2, the Licensee must not sublet, licence, assign, transfer or mortgage its rights granted by this licence, including by way of assignment or sub-licence (other than if the grant of a sub-licence by the Licensee of its interest in this Licence is permitted under the Territory Project Documents).
- 7.2 Subject to clause 7.3, the Licensee may permit the Licensee's Associates to access and use the Land for the Purpose.
- 7.3 The Licensee is responsible for the acts and omissions of any of its Associates given access to the Temporary Land pursuant to this Licence or the Territory Project Documents (as if they were the acts or omissions of the Licensee).

8. Termination

8.1 Save for the rights expressly stated in this clause 8, to the extent permitted by law, no party shall have any right to terminate this Licence.

8.2 Subject to any earlier determination in accordance with paragraph 8.3 below, this Licence shall terminate automatically on the Date of Final Completion and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.

8.3 Without limiting clause 9, if the Project Agreement is ended for any reason this Licence will end simultaneously, and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.

8.4 This Licence may not be terminated by the Authority, the Territory or the Licensee whether for breach of its terms or otherwise unless the Project Agreement is also terminated concurrently.

9. Indemnity and Insurance

The Parties acknowledge that clauses 38 and 39 of the Project Agreement address the Licensee's liability and insurance obligations.

10. No Waiver

No failure to exercise and no delay in exercising, on the part of the Authority or the Territory, any right or remedy under this Licence or any sub-licence will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that, or any other, right or remedy.

11. Variation

The parties may vary the particulars of Attachment A and Attachment B to add additional parcels of land by written agreement prior to the expiration of this Licence.

SCHEDULE

LICENCE DETAILS

Item 1.	Licensee	Canberra Metro PC Pty Limited in its personal capacity and as trustee for the Project Trust <i>ACN 612 075 868 of [Not disclosed]</i>
Item 2.	Custodians	[ACT PROPERTY GROUP, a unit of the CHIEF MINISTER, TREASURY AND ECONOMIC DEVELOPMENT DIRECTORATE] <i>[Note: The Custodian above is the entity currently expected to be custodians for the relevant Non-Day 1 Delivery Phase Area - to be revised if required prior to execution]</i>
Item 3.	Temporary Land	All of the land listed in the Table at Attachment B and as shown on the SDMS Plan at Attachment A.
Item 4.	Purpose	To use the Land only: (a) for the performance of the Delivery Activities; (b) for the temporary storage and location of any equipment, materials, vehicles and machinery necessary for the carrying out of the Delivery Activities in accordance with the Project Agreement; (c) otherwise to exercise the Licensee's rights and to comply with its obligations under the Project Agreement and any other Territory Project Documents; and (d) for any other purpose agreed by the parties in writing.
Item 5.	Licence Fee	 (Note: The Licence Fee is Nil additional to the fee charged for applying for the licence which the Minister determines under the Act.)
Item 6.	Manner of Payment	Not Applicable
Item 7.	Contact Officer	<i>For the Planning and Land Authority</i> <i>[Not disclosed]</i> <i>For the Territory</i> <i>[Not disclosed]</i> <i>For the Licensee</i> <i>[Not disclosed]</i>

ATTACHMENT A - SDMS Plan

ATTACHMENT B - Land

Note: Where the description of each area in the tables below refers to a portion of a Block/Section, the boundaries of this licence will be as set out in the SDMS Plan attached to this licence.

Temporary Land Section	SDMS Plan Reference	Temporary Land Description	Location	Temporary Land Section Access Date
1		DICKSON: Block 39, Section 6	330 Northbourne Avenue, Dickson (Visitor Centre)	01/07/2016

ATTACHMENT C - Custodian Consent

DATE OF THIS LICENCE.....2016

SIGNED for and on behalf of the)

PLANNING AND LAND AUTHORITY)

in the presence of:)

)

)

.....)

Signature of Witness)

)

.....)

Print name)

)

)

)

)

SIGNED for and on behalf of the)

TERRITORY by its duly appointed delegate in the)

presence of:)

)

.....)

Signature of Witness)

)

.....)

Print name)

)

)

.....

Signature of Authorised Officer

.....

Print Name

.....

Signature of Delegate

.....

Print Name

SIGNED by

CANBERRA METRO PC PTY LIMITED in its personal capacity and as trustee for the
PROJECT TRUST

by

*sign
here* ►

sign here
►

Company Secretary/Director

Director

*print
name*

*print
name*

4.5 Form of Licence(s) for Delivery Phase Area - Non-Day 1 Land - Private Land

LICENCE

BETWEEN

THE AUSTRALIAN CAPITAL TERRITORY

REPRESENTED BY THE CAPITAL METRO

AGENCY

AND

CANBERRA METRO PC PTY LIMITED in its

personal capacity and as trustee for the Project

Trust

ACN 612 075 868

**SUB-LICENCE
FOR USE OF PRIVATE LAND**

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) represented by the Capital Metro Agency (**Territory**)

The person specified in **Item 1** (“Licensee”)

BACKGROUND

- A. The Licensee has entered into the Project Agreement for the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities.
- B. The Territory has agreed to grant this licence on the terms and conditions of this licence and the Licensee has agreed to these terms and conditions.
-

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

In this Licence, unless otherwise defined in this Licence, capitalised terms have the meaning given to them in the Project Agreement and:

Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in Item 7 , or as notified in writing from time to time by one party to the other.
Access Date	means [insert relevant date from Table 1 of Schedule 8]
Item	means an item in the Schedule to this licence.
Land	means the land specified in Item 3 .
Licence Fee	means the fee specified in Item 5 .
Purpose	means that purpose to which the Land is to be put as specified in Item 4 .
Project Agreement	means the agreement of that name entered into by the Territory and the Licensee and dated [insert]
Term	means the period specified in clause 3.
Territory	means: <ol style="list-style-type: none">(1) when used in a geographical sense, the Australian Capital Territory; and(2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C’wlth).

1.2 General

- (1) Clause 2.1 (Interpretation) and clause 61.1 (Notices) of the Project Agreement are incorporated by reference into this Licence;

- (2) Unless the context otherwise requires, for the purpose of paragraph (1) references to:
 - (a) Project Co will become references to the Licensee;
 - (b) the Agreement or this Agreement, will become references to this Licence; and
 - (c) items in the Contract Particulars in clause 61.1 of the Project Agreement will be references to the relevant details in **Item 7**.

1.3 Moratorium

To the extent permitted by Law, the application to this Licence or to any party of any Law or any requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Licence Fee or any part of it or otherwise affecting the operation of the terms of this Licence or its application to any party is excluded and negated.

1.4 Order of Precedence

If there is any ambiguity, discrepancy or inconsistency between any provisions of this Licence and the Project Agreement, the terms of the Project Agreement prevail.

1.5 Capacity of the Licensee

- (1) Insofar as the Licensee enters into this Licence in its capacity as trustee of the Project Trust, it must remain trustee of the Project Trust, subject to clause 46.5(e) of the Project Agreement, until the expiry or satisfaction of all of the Licensee's obligations under this Licence.
- (2) A liability of the Licensee arising under or in connection with this Licence (whether that liability arises under a specific provision of this Licence, for breach of contract or otherwise), is a liability that can be enforced against the Licensee both in its own right and in its capacity as trustee of the Project Trust, unless the liability relates only to an asset which the Licensee holds in its personal capacity and not as trustee, in which case the liability can only be enforced against the Licensee in its personal capacity.

2. Licence

2.1 Grant of Licence

The Territory grants the Licensee a non-exclusive licence to occupy and use the Land on the terms and conditions contained in this licence.

2.2 General Conditions

Subject to clause 3, the licence is granted subject to:

- (1) the rights of the Territory, any of its Associates and any other person authorised by it (including the Independent Certifier), including their rights of access to and occupation of the Delivery Phase Area, under this Licence and any other Territory Project Document; and
- (2) the restrictions upon the access, occupation and use of the Project Land referred to in the Project Agreement and the Project Land Access and Tenure Schedule.

2.3 Project Agreement

The Licensee must, at all times during the Term, comply with its obligations and liabilities under the Project Agreement to the extent relating to access to, or use of, the Land.

2.4 No entitlement

Without limiting the Licensee's rights under the Project Agreement, the Licensee acknowledges and agrees that the exercise by the Territory of the rights of access to the Land under the Project Agreement, the Territory Project Documents or this Licence:

- (1) will not give rise to any right in favour of the Licensee to terminate this Licence or make any Claim against the Territory; and
- (2) will not release the Licensee from its obligations pursuant to this Licence.

3. Term of Licence

This licence will

- (1) commence on:
 - (a) the Access Date;
 - (b) such later date as notified by the Licensee to the Territory, such notification to be given no less than 10 Business Days prior to the Access Date if the Licensee wishes to take possession of the Land later than the Access Date; or
 - (c) such earlier date as may be agreed between the parties, provided that the Licensee has complied with all requirements in the Project Land Access and Tenure Schedule for obtaining access to the Land; and
- (2) terminate on the earlier of the Date of Final Completion and the earlier termination of this Licence under clause 8.

4. Purpose

The Licensee will use the Land only for the Purpose.

5. Licence Fee and GST

- 5.1 The Licensee must pay the Licence Fee in the manner described in **Item 6**.
- 5.2 Notwithstanding any other provision of this licence, the Licensee must pay to the Territory from time to time in addition to any other payment under this licence, amounts equivalent to the GST payable by the Territory in respect of anything which is a supply for the purposes of the GST Act under or in connection with this licence.

6. Licence Only

Nothing contained in this licence:

- (1) will create, or is to be construed as creating, any estate or interest in the Land in favour of the Licensee;
- (2) confers exclusive possession of the Land on the Licensee or its Associates; and
- (3) creates the relationship of tenant and landlord between any of the Licensee or its Associates and the Territory,

and the rights granted by this licence are personal to the Licensee.

7. Sub-licence or Assignment

- 7.1 Subject to clause 7.2, the Licensee must not sublet, licence, assign, transfer or mortgage its rights granted by this licence, including by way of assignment, sub- licence (other than if the grant of a sub-licence by the Licensee of its interest in this Licence is permitted under the Territory Project Documents).
- 7.2 Subject to clause 7.3, the Licensee may permit the Licensee's Associates to access the Land for the Purpose.
- 7.3 The Licensee is responsible for the acts and omissions of any of its Associates given access to the Land pursuant to this Licence or the Territory Project Documents (as if they were the acts or omissions of the Licensee).

8. Termination

- 8.1 Save for the rights expressly stated in this clause 8, to the extent permitted by law, no party shall have any right to terminate this Licence.
- 8.2 Subject to any earlier determination in accordance with paragraph 8.3 below, this Licence shall terminate automatically on the expiration of the Delivery Phase and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.

8.3 Without limiting clause 9, if the Project Agreement is ended for any reason this Licence will end simultaneously, and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have in accordance with the Territory Project Documents.

8.4 This Licence may not be terminated by the Territory or the Licensee whether for breach of its terms or otherwise unless the Project Agreement is also terminated concurrently.

9. No Waiver

No failure to exercise and no delay in exercising, on the part of the Territory, any right or remedy under this Licence or any sub-licence will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that, or any other, right or remedy.

SCHEDULE

LICENCE DETAILS

Item 1.	Licensee	Canberra Metro PC Pty Limited in its personal capacity and as trustee for the Project Trust ACN 612 075 868 of <i>[Not disclosed]</i>
Item 2.	Not Used	
Item 3.	Land	[Insert relevant block/section from Table 1 of Schedule 8] as shown on the drawings attached and marked with the letter "A".
Item 4.	Purpose	To use the Land only: (a) for the performance of Delivery Activities required to be undertaken on the Land; (b) for the storage and location of any equipment, materials, vehicles and machinery necessary for the carrying out of the Delivery Activities required to be undertaken on the Land during the time such activities are being undertaken; and (c) otherwise to exercise the Licensee's rights and to comply with its obligations under the Project Agreement and any other Territory Project Documents in relation to the Land.
Item 5.	Licence Fee	Nil
Item 6.	Manner of Payment	Not Applicable
Item 7.	Contact Officer	<i>For the Capital Metro Agency</i> <i>[Not disclosed]</i> <i>For the Licensee</i> <i>[Not disclosed]</i>

ATTACHMENT A

[Insert relevant drawing]

DATE OF THIS LICENCE.....2016

SIGNED for and on behalf of the)

TERRITORY by its duly appointed delegate in the)
presence of:

)

)

.....)

Signature of Witness)

.....

Signature of Delegate

)

)

.....)

Print name)

.....

Print Name

)

SIGNED by
CANBERRA METRO PC PTY LIMITED in its personal capacity and as trustee for the PROJECT
TRUST
by

*sign
here* ►

Company Secretary/Director

sign here ►

Director

*print
name*

print name

5. Operating Phase Licence

5.1 Form of Licence for Operating Phase Area

LICENCE

BETWEEN

PLANNING AND LAND AUTHORITY

AND

AUSTRALIAN CAPITAL TERRITORY

AND

CANBERRA METRO PC PTY LIMITED in its
personal capacity and as trustee for the Project
Trust

ACN 612 075 868

SECTION 303 LICENCE FOR USE OF UNLEASED TERRITORY LAND - OPERATING PHASE

SDMS licence ID number: _____

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PARTIES: **PLANNING AND LAND AUTHORITY**, the body corporate established by section 10 of the *Planning and Development Act 2007* (ACT) for and on behalf of the Commonwealth of Australia (“Authority”)

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cwlth) represented by the Capital Metro Agency (“Territory”)

The person specified in **Item 1** (“Licensee”)

BACKGROUND

- A. The Licensee has entered into the Project Agreement for the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities.
- B. The Licensee has applied to the Authority pursuant to section 302 of the *Planning and Development Act 2007* (ACT) (**Act**) for a licence to occupy and use the Land.
- C. The Custodians are the custodians of the Land pursuant to section 333 of the Act as shown on the custodianship map (pursuant to section 334 of the Act) and specified in **Item 2**.
- D. The Custodians of the Land have given their written consent to the issue of this licence (as set out at Attachment B to this licence) and have requested the Authority to grant the licence to the Licensee.
- E. The Authority has agreed to grant this licence on the terms and conditions of this licence and the Licensee has agreed to these terms and conditions.
- F. The Authority and the Territory have agreed that the Territory will be responsible for the management of this licence.
- G. The Authority appoints the Territory as its agent to exercise the rights and discharge the obligations of the Authority under this licence.
- H. The Authority has agreed to assign to the Territory, all of the right, title and interest of Authority in the Licence Payments

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

In this Licence, unless otherwise defined in this Licence, capitalised terms have the meaning given to them in the Project Agreement and:

Contact Officer means, in relation to each party, the representatives whose names and contact details are specified in **Item 7**, or as notified in writing from time to time by one party to the other.

Contract Particulars	means Schedule 1 to the Project Agreement.
Custodians	means the entities listed at Item 2 as shown on the custodianship map created by the Authority in accordance with section 334 of the Act.
Delivery Activities	means all work, things and tasks which the Licensee is, or may be, required to carry out during the Delivery Phase to comply with its obligations under or in connection with the Territory Project Documents and the rectification of any Defects in such work but excluding the O&M Activities during the period between the Date of Services Completion and the Date of Final Completion.
Expiry Date	has the same meaning as in the Project Agreement.
Item	means an item in the Schedule to this licence.
Land	means the unleased Territory land specified in Item 3 .
Licensee Associate	has the same meaning as paragraph (a) of the definition of Associate in the Project Agreement.
Licence Payment	means the payment specified in Item 5 .
Model Output Schedule	has the same meaning as in the Project Agreement.
O&M Activities	means all work, things, services and tasks that the Licensee is or may be required to perform during the Operating Phase (excluding the carrying out of the Works) to comply with its obligations under or in connection with the Territory Project Documents, and includes the Asset Management Activities and the Project Co ETS Operational Activities (as defined in Appendix 1 of the SPR).
Operational Commencement Date	has the same meaning as in the Project Agreement.
Project Activities	means the Delivery Activities and the O&M Activities.
Project Agreement	means the agreement of that name entered into by the Territory and the Licensee relating to the performance of the Delivery Activities, the financing of the Project and the provision of the O&M Activities and dated [To be inserted]
Project Trust	has the same meaning as in the Project Agreement.
Purpose	means that purpose to which the Land is to be put as specified in Item 4 .
Receivables Purchase Deed	has the same meaning as in the Project Agreement.
SDMS Plan	means the plan created by the Spatial Data Management System used by the Authority for planning and land management in the Territory (or any successor system) and at Attachment A.

Term	means the period specified in clause 3.
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (C'wlth).
Territory Project Documents	has the same meaning as in the Project Agreement.

1.2 General

- (1) Clause 2.1 (Interpretation) and clause 61.1 (Notices) of the Project Agreement are incorporated by reference into this Licence;
- (2) Unless the context otherwise requires, for the purpose of paragraph (1) references to:
 - (a) "Project Co" will become references to "the Licensee";
 - (b) "the Agreement" or "this Agreement", will become references to "this Licence"; and
 - (c) items in the Contract Particulars will be references to the relevant details in **Item 7** for the Territory and the Licensee

1.3 Moratorium

To the extent permitted by Law, the application to this Licence or to any party of any Law or any requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Licence Payment or any part of it or otherwise affecting the operation of the terms of this Licence or its application to any party is excluded and negated.

1.4 Order of Precedence

If there is any ambiguity, discrepancy or inconsistency between any provisions of this Licence and the Project Agreement, the terms of the Project Agreement prevail.

1.5 Capacity of the Licensee

- (1) Insofar as the Licensee enters into this Licence in its capacity as trustee of the Project Trust, it must remain trustee of the Project Trust, subject to clause 46.5(e) of the Project Agreement, until the expiry or satisfaction of all of the Licensee's obligations under this Licence.
- (2) A liability of the Licensee arising under or in connection with this Licence (whether that liability arises under a specific provision of this Licence, for breach of contract or otherwise), is a liability that can be enforced against the Licensee both in its own right and in its capacity as trustee of the Project Trust, unless the liability relates only to an asset which the Licensee holds in its personal capacity and not as trustee, in which case the liability can only be enforced against the Licensee in its personal capacity.

2. Licence

2.1 Grant of Licence

The Authority grants the Licensee a non-exclusive licence under section 303 of the Act to occupy and use the Land on the terms and conditions contained in this licence.

2.2 General Conditions

Subject to clause 3, the licence is granted subject to:

- (1) the rights of the Territory, any of its Associates and any other person authorised by it (including the Independent Certifier including their rights of access to and occupation of the Operating Phase Area, under this Licence and any other Territory Project Document; and
- (2) the restrictions upon the access, occupation and use of the Project Land referred to in the Project Agreement and the Project Land Access and Tenure Schedule.

2.3 Project Agreement

The Licensee must, at all times during the Term, comply with its obligations and liabilities under the Project Agreement to the extent relating to access to, or use of, the Land.

2.4 No entitlement

Without limiting the rights of the Licensee under the Project Agreement, the Licensee acknowledges and agrees that the exercise by the Authority or the Territory, the Territory's Associates or any other person authorised by the Territory of the rights of access to the Land under the Project Agreement, the Territory Project Documents or this Licence:

- (1) will not give rise to any right in favour of the Licensee to terminate this Licence or make any Claim against the Authority or the Territory; and
- (2) will not release the Licensee from its obligations pursuant to this Licence.

3. Term of Licence

This licence will

- (1) commence on the Operational Commencement Date; and
- (2) end on the Expiry Date.

4. Purpose

The Licensee will use the Land only for the Purpose.

5. Licence Payment and GST

- 5.1 The Licensee must pay the Licence Payment in **Item 5** in the manner described in **Item 6** or as the Territory otherwise directs in writing.
- 5.2 The Licensee acknowledges that:
 - (1) it must pay the Licence Payments (exclusive of GST) to the Territory;
 - (2) it must pay the GST payable in respect of the Licence Payments to the Territory;
 - (3) it has not previously received a notice of assignment of all or any part of the Licence Payments.
- 5.3 The parties will adjust the Licence Payments to reflect any adjustment to the Construction Price and Receivables Purchase Price as described in clause 32A.1(f) of the Project Agreement.

6. Licence Only

Nothing contained in this licence:

- (1) will create, or is to be construed as creating, any estate or interest in the Land in favour of the Licensee;
- (2) confers exclusive possession of the Land on the Licensee or its Associates; and
- (3) creates the relationship of tenant and landlord between any of the Licensee or its Associates and the Territory,

and the rights granted by this licence are personal to the Licensee.

7. Sub-licence or Assignment

- 7.1 Subject to clause 7.2, the Licensee must not sublet, licence, assign, transfer or mortgage its rights granted by this licence, including by way of assignment, sub- licence (other than if the grant of a sub-licence by the Licensee of its interest in this Licence is permitted under the Territory Project Documents).
- 7.2 Subject to clause 7.3, the Licensee may permit the Licensee Associates to access and use the Land for the Purpose.
- 7.3 The Licensee is responsible for the acts and omissions of any of its Associates given access to the Land pursuant to this Licence or the Territory Project Documents (as if they were the acts or omissions of the Licensee).
- 7.4 The Authority:
- (1) appoints the Territory as its agent to exercise the rights and discharge the obligations of the Authority in connection with this Licence;
 - (2) assigns to the Territory, and the Territory accepts the assignment to it of, all of the right, title and interest of the Authority in the Licence Payments; and
 - (3) acknowledges that the Territory is free to deal with the Licence Payments in any manner it thinks fit, including by selling or assigning the Licence Payments to Finance Co under the Receivables Purchase Deed.
- 7.5 The Licensee acknowledges that:
- (1) clause 7.4(2) constitutes notice to it that the Authority has assigned all of its right, title and interest in the Licence Payments (exclusive of GST) to the Territory; and
 - (2) the assignment under clause 7.4(2) does not affect its obligations to the Territory in respect of the Licence Payments.

8. Termination

- 8.1 Save for the rights expressly stated in this clause 8, to the extent permitted by law, no party shall have any right to terminate this Licence.
- 8.2 Subject to any earlier determination in accordance with clause 8.3 below, this Licence shall terminate automatically on the expiration of the Operating Phase and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.
- 8.3 Without limiting clause 9, if the Project Agreement is ended for any reason this Licence will end simultaneously, and no party will have any Claim against any other party arising out of or in respect of such termination other than any Claim that that party may have arising out of or relating to the Territory Project Documents.
- 8.4 This Licence may not be terminated by the Authority, the Territory or the Licensee whether for breach of its terms or otherwise unless the Project Agreement is also terminated concurrently.
- 8.5 The Licensee will not be obliged to pay any Licence Payment under this Licence after the date this Licence is terminated.

9. Indemnity and Insurance

The Parties acknowledge that clauses 38 and 39 of the Project Agreement address the Licensee's liability and insurance obligations.

10. No Waiver

No failure to exercise and no delay in exercising, on the part of the Authority or Territory, any right or remedy under this Licence or any sub-licence will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that, or any other, right or remedy.

11. Goods and Services tax (“GST”)

11.1 Interpretation

In this clause 11:

- (1) words and expressions which are not defined in this Licence but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (2) “GST Law” has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999 (“GST Act”).

11.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Licence are exclusive of GST.

11.3 Payment of GST

If GST is payable on any supply made under this Licence, the recipient will pay to the supplier an amount equal to the GST payable on the supply.

11.4 Timing of GST payment

The recipient will pay the amount referred to in clause 11.3 in addition to and at the same time that the consideration for the supply is to be provided under this Licence.

11.5 Tax invoice

The recipient can withhold payment of the amount payable under clause 11.3 until the supplier provides a tax invoice or an adjustment note, as appropriate.

11.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier to a recipient under this Licence, the amount payable by the recipient under clause 11.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier, or by the supplier to the recipient, as the case requires.

11.7 Reimbursement

Where a party is required under this Licence to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (1) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (2) if the payment or reimbursement is consideration for a taxable supply, an additional amount in accordance with clause 11.3.

12. Variation

The parties may vary the particulars of Attachment A to add additional parcels of land by written agreement prior to the expiration of this Licence.

SCHEDULE

LICENCE DETAILS

Item 1.	Licensee	CANBERRA METRO PC PTY LIMITED in its personal capacity and as trustee for the Project Trust <i>ACN 612 075 868 of [Not disclosed]</i>
Item 2.	Custodians	LAND DEVELOPMENT AGENCY, a corporation established by section 31 of the Act; TERRITORY AND MUNICIPAL SERVICES DIRECTORATE; AND ACT PROPERTY GROUP, a unit of the CHIEF MINISTER, TREASURY AND ECONOMIC DEVELOPMENT DIRECTORATE <i>[Note: The Custodians above are those currently listed as custodians for the anticipated Operating Phase Area - to be revised if required prior to execution]</i>
Item 3.	Land	All of the land listed in the Attachment A and as shown on the SDMS Plan. <i>[Note: The Operating Phase Area will be determined in accordance with Section 3 of Appendix 2 of the SPR.]</i>
Item 4.	Purpose	To use the Land only: (a) for the Project Activities; (b) for the storage and location of any equipment, materials, vehicles and machinery necessary for the performance of the Project Activities in accordance with the Project Agreement; (c) otherwise to exercise the Licensee's rights and to comply with its obligations under the Project Agreement and any other Territory Project Documents; and (d) for any other purpose agreed by the Territory in writing.
Item 5.	Licence Payment (Note: The Licence Payment is additional to the fee charged for applying for the licence which the Minister determines under the Act.)	On each Licence Payment Date, the 'Licence Payment' for that date specified in the Model Output Schedule, adjusted (if at all) as contemplated by clause 5.3 of this Licence.
Item 6.	Manner of Payment	On each Licence Payment Date Project Co must pay the Territory the 'Licence Payment' for that date specified in the Model Output Schedule, adjusted (if at all) as contemplated by clause 5.3 of this Licence.

Item 7. Contact Officer

For the Planning and Land Authority

[Not disclosed]

For the Territory

[Not disclosed]

For the Licensee

[Not disclosed]

ATTACHMENT A - SDMS Plan

[Note: The Operating Phase Area will be determined in accordance with Section 3 of Appendix 2 of the SPR and identified in the SDMS Plan.]

ATTACHMENT B - Custodian consents

[Relevant consents to be attached]

DATE OF THIS LICENCE.....2016

SIGNED for and on behalf of the)

PLANNING AND LAND AUTHORITY)

in the presence of:)

)

)

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)

Signature of Authorised Officer

Signature of Witness

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Print name

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Print Name

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SIGNED for and on behalf of the)

TERRITORY in the presence of:)

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Signature of Witness

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Signature of Delegate

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.....

Print name

)

Print Name

)

SIGNED by

CANBERRA METRO PC PTY LIMITED ACN 612 075 868 in its personal capacity and as trustee for the **PROJECT TRUST**

by

*sign
here* ►

sign here
►

Company Secretary/Director

Director

*print
name*

*print
name*