
Deed of Variation and Extension

Licence to Use and Occupy Corridor Land

Arc Infrastructure Pty Ltd
ABN 42 094 721 301

Shire of Cranbrook
ABN 80 377 127 550

1 Definitions

1.1 In this document:

- (1) **Agreement** means the document titled “*Licence to Use and Occupy Corridor Land (Cranbrook)*” dated 30 November 2022 between Arc and the Licensee;
- (2) **Deed** means this document and its schedules and annexures;
- (3) **Variation Commencement Date** means 30 November 2025.

1.2 All other capitalised terms have the meanings given to them in the Agreement.

2 Variation and Extension of the Agreement

2.1 The parties agree that on and from the Variation Commencement Date, the variations to the terms and conditions of the Agreement included in clause 2.2 of this Deed shall take immediate effect.

2.2 The parties agree to vary and extend the Term of the Agreement by:

- (1) Deleting Item 3 of Schedule 1 of the Agreement and replacing Item 3 with the following:

‘This Agreement commences on the Commencement Date and expires at 23:59 hours on 30 November 2030.’

3 Continuation of Agreement

Notwithstanding that this Deed may be executed after the Variation Commencement Date, the parties acknowledge and agree that the Agreement will be deemed to have been on foot during the period between the Variation Commencement Date and the date this Deed is duly executed by the parties.

4 Variation and Extension not to affect validity, rights, obligations

4.1 The parties agree that:

- (1) the variation to the Agreement effected by this Deed does not affect the validity or enforceability of the Agreement;
- (2) to the extent of any inconsistency between this Deed and the Agreement, this Deed takes precedence; and
- (3) nothing in this Deed:
 - (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Agreement before the Variation Commencement Date; or
 - (b) discharges, releases or otherwise affects any liability or obligation arising under the Agreement before the Variation Commencement Date.

4.2 Each party is bound by the Agreement as amended by this Deed from the Variation

Commencement Date.

5 Governing Law

- 5.1 This Deed takes effect, is governed by and is construed in accordance with the Laws for the time being of the State of Western Australia.
- 5.2 The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the State of Western Australia.
- 5.3 The parties irrevocably waive any objection to the venue of any legal process brought in the courts exercising jurisdiction in the State of Western Australia on the basis that the process has been brought in an inconvenient forum.

6 Counterparts

This Deed may be signed in any number of separate counterparts, which taken together are deemed to comprise the one instrument.

Signing page

Executed as a deed

Executed by
Arc Infrastructure Pty Ltd
ABN 42 094 721 301
in accordance with section 127 of the *Corporations Act 2001*

Signature of Director

Signature of Director/Company Secretary

Print Name

Print Name

The Common Seal of the
Shire of Cranbrook
ABN 80 377 127 550
was hereunto affixed in the presence of:

Chief Executive Officer

Shire President

Print Name

Print Name