

Group:	MLPL
Variation No:	01



VARIATION ORDER

between

TASMANIAN NETWORKS PTY LTD

("TasNetworks")

1-7 Maria St, Lenah Valley, TAS 7008

ABN 24 167 357 299

and

89 Degrees East Pty Ltd

("Contractor")

Level 1, 45 Novar St, ACT 2600

ABN 41 140 993 415

THIS AGREEMENT is made on 21 December 2021

RECITALS

- A.** TasNetworks and the Contractor entered into Contract CW2239603 on 22 March 2021 for Project Marinus – Strategic Advisory Services (Marinus Link).
- B.** The parties have agreed to vary the terms of the Contract in accordance with the terms set out in this agreement.

THE PARTIES AGREE:

1. INTERPRETATION

In this agreement unless the contrary intention appears:

- (a) “Contract” means the agreement between TasNetworks and the Contractor, Contract CW2239603 dated 22 March 2021.
- (b) Unless otherwise defined, a term which has a defined meaning in the Contract will have the same meaning when used in this agreement unless the contrary intention appears.
- (c) The rules of interpretation set out in the Contract as amended by this agreement are incorporated with necessary modifications to this agreement.
- (d) “Effective Date” means on and from the “date of execution”.

2. AMENDMENTS TO CONTRACT

- (a) Cost Changes

Item	Detail	Description	Total (exc. GST)
1.	Variation # 01	Contract Reimbursable Expenses & In-house Labour Support	██████████
Initial Contract Value			██████████
Variations Approved to Date			██
Value this Variation			██████████
Revised Contract Value			\$1,075,000

- (b) Other than the amendments detailed in this clause 2, all other terms and conditions of the Contract remain unchanged.

3. CONFIRMATION AND ACKNOWLEDGEMENT

- (a) Each party is bound by the Contract as amended by this agreement.
- (b) Each party acknowledges that this agreement is issued in accordance with the Contract.

4. GOVERNING LAW AND JURISDICTION

- (a) This agreement is governed by the laws in force in the State of Tasmania.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Tasmania.

5. COUNTERPARTS

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

6. COST AND OUTLAYS

Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this agreement.

EXECUTED AS AN AGREEMENT

SIGNED by and on behalf of

TASMANIAN NETWORKS PTY LTD by its duly authorised representative:



Signature

Benjmain White

Name

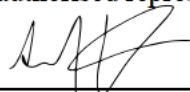
Leader Stakeholder, Land and Environment

Position

22.12.2021

Date

89 DEGREES EAST PTY LTD by its duly authorised representative:



Signature

Alister Jordan

Name

Chief Executive Officer

Position

20.1.2022

Date