

DEED OF VARIATION OF LEASE

DEED made 24 May 2017

BETWEEN: **PHILIP ANTHONY HAYES AND LYNNE MARGARET HAYES**
 as Trustees for Philip Hayes Family Superannuation Fund
 ABN 71 459 589 214
 280 Matcham Road
 MATCHAM, NSW, 2250
 (Lessor)

AND: **CENTRAL COAST OPHTHALMIC SURGEONS PTY LTD ACN 077047 066**
 as Trustee for Central Coast Ophthalmic Surgeons Unit Trust
 ABN 88 876 600 327
 Suite 2, Robley House
 24-26 Hely Street
 WYONG, NSW, 2259
 (Lessee)

RECITALS:

- A. The Lessor is the lessor and the Lessee is the lessee under a Lease dated 22 May 2016 (registered number AM138381) relating to the property being Suite 2, Robley House, 24-26 Hely Street, Wyong in the State of New South Wales (and being part of the land in Certificate of Title AUTO CONSOL 6788-196), for a term of three (3) years commencing 1 January 2016 (the **Lease**).
- B. The Lessor and the Lessee agreed to vary the terms of the Lease with effect from 1 May 2016 and wish to enter into this Deed to record those agreements.

OPERATIVE PROVISIONS:

THIS DEED WITNESSES and the parties mutually covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Expressions which are defined in the Lease have the same meaning when used in this Deed, unless otherwise expressly provided.

2. VARIATION OF THE LEASE

- 2.1 With effect from 1 May 2016, the Lease is varied as follows:
- (a) property leased: the property leased is expanded to Suite 1 and Suite 2, Robley House, 24-26 Hely Street, Wyong in the State of New South Wales (being part of the land in Certificate of Title AUTO CONSOL 6788-196);
 - (b) Rent - Item 13.A Annexure A: the rent payable to the first review date is increased from \$80,600.00 per year payable by monthly instalments of \$6,716.67 to \$87,840.00 per month payable by monthly instalments of \$7,320.00; and
 - (c) Outgoings – Item 14.A in Annexure A: the Lessee's share of outgoings is increased from 72.77% to 100%.

3. CONFIRMATION OF THE LEASE

3.1 All other terms and conditions of the Lease remain unchanged and the Lessor and the Lessee confirm the terms of the Lease as amended by this Deed.

4. COUNTERPARTS

4.1 This Deed may be entered into in any number of counterparts each of which when so executed and delivered shall be an original. A counterpart signature page of this Deed executed by a party and sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

EXECUTION:

Executed as a Deed by PHILIP)
ANTHONY HAYES AND LYNNE)
MARGARET HAYES as Trustees)
for Philip Hayes Family)
Superannuation Fund in the)
presence of:)

Eleanor Castle

Signature of Witness

ELEANOR CASTLE

Name of Witness (Print)

PHAYES

Signature of Philip Anthony Hayes

M Hayes

Signature Lynne Margaret Hayes

Executed as a Deed by CENTRAL)
COAST OPHTHALMIC SURGEONS)
PTY LTD as Trustee for Central)
Coast Ophthalmic Surgeons Unit)
Trust:

B Townsend

Director/Secretary

B Townsend

Name (Print)

[Signature]

Director

R FEDLER

Name (Print)