

DATE: 05/10/17 - 9. Am

TO: MINUTE Super Fund
LOAN REPAYMENT

FROM: Ian Mitchell
136/1 Moore St
Taringa Q 4068

PHONE: (07) 3371 8640
FAX: (07) 3371 8640

RE: LOAN FROM SF. to DJ MOORE

Amount Agreed O/S = \$96,393

After communication + MEDIATION:

- ① An offer made + accepted by DJ.M. for him to make payments to S.F. BASIC ACCOUNT MONTHLY.
- ② NO INTEREST TO BE PAID ON CAPITAL OF \$96393, PAYABLE OVER 60 MONTHS i.e. \$1606-55 / MONTH, STARTING ON 27/10/17.

IAN MITCHELL

2017/2018

D. J. MOORE W/A (NOT INTEREST)

CAPITAL REPAYMENT

OCT 17	1606-55
NOV 17	1606-55
DEC 17	1606-55
JAN 18	1606-55
FEB 18	1606-55
MAR 18	1606-55
APRIL 18	1606-55
MAY 18	1606-55
JUN 18	1606-55
	<hr/>
	⌘ 14,458-95

Mediation for

Amaka P/L A.T.F. I Mitchell Super Fund

And

Dan Moore (DM)

Amaka P/L is a single Director company with Ian Mitchell (IM) as the Sole Director as well as Sole Beneficiary

Summary

1999 onwards, IM was a large shareholder and a non-executive Director of Lextar Technologies Limited (LTL)

2000 Executive chair and another director selected DM as Marketing Manager of LTL.

2001 DM upgraded to CEO

2004 Private company Lextar P/L formed as a subsidiary of LTL with DM as CEO and Executive Director

2005 Loans raised from Directors and major staff, including DM.

IM Super Fund lent DM \$106,000 under a contract for 10 years at NAB base rate of interest.

DM made last payment 30/11/2006 with o/s balance of \$96,559.14. DM asked me to suspend payments then, and subsequently in 2009 until he had a job on leaving. (IM has never been unemployed since IM was 15 because IM was prepared to do anything)

2008 IM resigned as director of L P/L and LTL and sold all shares to executive chairman.

2009 DM left L P/L. IM had nothing to do with this exit or any conditions negotiated at that time.

- DM asked IM for a reference. IM clearly stated that he never gave written references, but was happy to act as a Referee.
- DM refers to Clause of Contract. IM accepted him not being able to pay at the time. IM never accepted no payment at all for over 10 years of money outstanding.

①

- IM and DM had numerous discussions/letters from 2009 till now. DM has always indicated he would repay loan.
- The loan is from a Super Fund. IM has to satisfy Auditor and ATO of circumstances continually or face severe penalties.
- IM indicates bottom line in letter of 4/7/2017, with interest of ^{9.85%}10% (which is less than average base rate of 10.7% calculated over last 12 years) with no capitalisation of interest and no added 4% default for non payment.

Ian Mitchell

29 August 2017

DATE: 03/10/17
TO: DAN MOORE

FROM: Ian Mitchell
136/1 Moore St
Taringa Q 4068

PHONE: (07) 3371 8640
FAX: (07) 3371 8640

RE: MEDIATION etc

Dan,
I WENT ALONG WITH MEDIATION
SO THAT IT WOULD NOT BE SAID THAT I
WOULD NOT PARTICIPATE.

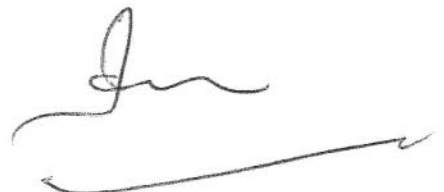
HOWEVER I FOUND THE MEDIATION
TO BE A TOTAL + UTTER WASTE OF TIME +
MONEY (~\$1000 EACH)

THE MEDIATION DID NOT DELIVER
ANY SATISFACTORY OUTCOME. I FOUND
THE TOTAL AMOUNT YOU OFFERED AS
UNACCEPTABLE.

IT WOULD BE IN YOUR INTEREST
+ HELPFUL FOR YOU TO START PAYING
NOW, AS INDICATED.

I BELIEVE THAT YOU JUST DO NOT
UNDERSTAND OVERALL SITUATION
I WAIT DECISION OF ACCOUNTANT
+ AUDITOR.

REGARDS,



3

157
Lentart

Amended Loan Agreement

Date day of October 2017

Parties

AMAKA PTY LTD ATF I MITCHELL SUPER FUND of Unit 136, 1 Moore St , Taringa 4068 in the State of Queensland, Australia.(**Lender**).

Daniel John Moore of 6 Graham Street Windsor 4030 in the State of Queensland, Australia (**Borrower**).

Background

- A. The Lender has previously lent money to the Borrower under a Loan Contract dated 22 June 2005. This loan was for the purchase of shares in a company called Lextar Technologies Limited (the Company).
- B. The Borrower was employed by that Company and the loan money provided under Loan Contract dated 22 June 2005 was to acquire shares in that Company.
- C. The Lender and the Borrower now have agreed to amend the terms of the Loan Contract dated 22 June 2005 to reflect new terms of repayment by the Borrower.

The Parties Agree

1. Definitions and Interpretations

1.1 Definitions

In this agreement:

Commencement Date means the date on which the first instalment of repayment is transferred into an account accessed or controlled by the Lender.

Completion Date means the date at the end of the term at which time the Loan Contract dated 22 June 2005 is to be deemed to be repaid and satisfied in full.

Completion Payment means the final repayment, the aggregate of all payments of which is equal to the Principal Value paid to the Lender throughout the term up to the Completion Date.

Principal Value means that value of the Original Loan agreed to be outstanding at the Commencement Date.

Term means the period of time between the Commencement Date and the Completion Date for the repayment of the Loan Contract dated 22 June 2005.

2. Priority of this Agreement

2.1 This agreement has priority over the terms and conditions of the Loan Contract dated 22 June 2005.

2.2 To avoid any confusion the parties agree herein that the Loan Contract dated 22 June 2005 is subordinate to this agreement, and that the express purpose of this agreement is to replace the terms of the Loan Contract dated 22 June 2005 with new terms in this agreement

3. Terms of Repayment

- 3.1 It is agreed that under this agreement the Borrower will repay the loan funds relating to the Loan Contract dated 22 June 2005 on the amended and following basis:
- a) the principal value is agreed to be \$96,393,
 - b) the term will be for a period of 60 months,
 - c) the repayments made by the Borrower are to be made to the nominated bank account of the Lender on, or by, the 27th day of each month until the Completion Date,
 - d) where the 27th of the month occurs over a week-end, the next business day will apply to 3.1.d above
 - e) the value of each repayment will be a fixed amount of \$1, 606.55 per month for the duration of the term, identified in 3.1.b, until the Completion Date,
 - f) there will be no interest on the principal value for the duration of the term, and the repayment value in 3.1.e is the principal value divided by the term period 3.1.b.
- 3.2 Once the Borrower has made all repayments as per 3.1, and, or, the total aggregate value of these repayments matches the Principal Value in 3.1.a, then this agreement will come to an end and the Loan Contract dated 22 June 2005, will be deemed to have been satisfied in full with the total debt of the Loan Contract dated 22 June 2005 fully discharged and released.

4. Assignment

- 4.1 No assignment may take place of this agreement or of the Loan Contract dated 22 June 2005, unless both parties agree in writing to that assignment.

5. Confidentiality

- 5.1 All details of this agreement are to be held confidential between the Parties, other than being compelled to disclose by Courts of Law or for the purposes of pursuing legal action under this agreement.

6. Notices

- 6.1 All notices for the Lender are to be sent by mail to the following:

Ian Bruce Mitchell
Unit 136, 1 Moore St ,
Taringa QLD. 4068.

- 6.2 All notices for the Borrower are to be sent by mail to the following:

Dan Moore
6 Graham St,
Windsor QLD. 4030

- 6.3 Either Party may change the address to which notices may be sent to them by the other Party by written notice clearly indicating the new address details.

7. General

7.1 Amendments

This agreement may only be amended in writing with the express authorisation of both the Lender and the Borrower.

3

7.2 **Costs**

Each Party must pay their own costs that arise directly or indirectly as a consequence of this agreement and or in the process of ensuring the rights to the respective Party.

7.3 **Jurisdiction**

This agreement is governed by the laws of the State of Queensland and any litigation arising from this agreement are to be pursued in Queensland under its jurisdiction.

Executed this day the

day of October 2017 by:

Lender
AMAKA PTY LTD
ATF I MITCHELL SUPER FUND

Borrower
Daniel John Moore



Name of Person signing for Lender



Witness Signature

Witness Signature



Witness Name

Witness Name

3

Amended Loan Agreement

Date day of October 2017

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 - d) where the 27th of the month occurs over a week-end, the next business day will apply to 3.1.d above
 - e) the value of each repayment will be a fixed amount of \$1, 606.55 per month for the duration of the term, identified in 3.1.b, until the Completion Date,
 - f) there will be no interest on the principal value for the duration of the term, and the repayment value in 3.1.e is the principal value divided by the term period 3.1.b.
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Executed this day the

day of October 2017 by:

Lender

AMAKA PTY LTD
ATF I MITCHELL SUPER FUND

Borrower

Daniel John Moore



Name of Person signing for Lender



Witness Signature

Witness Signature



Witness Name

Witness Name

(4)

DATE: 20/10/17
TO: OAI MOORE

FROM: Ian Mitchell
136/1 Moore St
Taringa Q 4068
PHONE: (07) 3371 8640
FAX: (07) 3371 8640

RE: As discussed —

- Add
3(g) WHERE THE BORROWER
FAILS TO MAKE A SCHEDULED
PAYMENT UNDER THE CONTRACT
ON TIME, AN INTEREST RATE OF 10%
WILL BE CHARGED ON ALL OUT-
STANDING BALANCES UNTIL COMPLETION
DATE.

REGARDS,
IAN MITCHELL

UNPAID INTEREST

5

Zyd
Contract

Amended Loan Agreement

Date day of November 2017

Parties

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Completion Date means the date at the end of the term at which time the Loan Contract dated 22 June 2005 is to be deemed to be repaid and satisfied in full.

Completion Payment means the final repayment

Corrective Action means the action taken by the Borrower after failing to make a repayment within 30 days from the date of the Default.

Default means a missed repayment, that has not been rectified by Corrective Action.

Outstanding Value means the Principal Value, less the aggregate value of repayments made during the Term before the Completion Date.

Principal Value means that value of the Original Loan agreed to be outstanding at the Commencement Date.

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2. Priority of this Agreement

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3. Terms of Repayment

- 3.1 It is agreed that the Borrower will repay the loan funds relating to the Loan Contract dated 22 June 2005 on the amended and following basis:
- A. the principal value is agreed to be \$96,393, less any repayment that has been made by the Borrower in the year 2017, before the execution of this agreement;
 - B. the term will be for a period of 60 months, less each month where the Borrower makes a repayment before the signing of this agreement;
 - C. the repayments made by the Borrower are to be made to the nominated bank account of the Lender on, or by, the 27th day of each month until the Completion Date;
 - D. where the 27th of the month occurs over a week-end or public holiday, the next business day will apply to 3.1.C above;
 - E. the value of each repayment will be a fixed amount of \$1,606.55 per month for the duration of the term, identified in 3.1.B, until the Completion Date;
 - F. subject to this agreement not being in Default, there will be no interest on the principal value for the duration of the term, and the repayment value in 3.1.E is the principal value divided by the term period 3.1.B.
- 3.2 Once the Borrower has made all repayments as per clause 3.1, and, or, the total aggregate value of these repayments matches the Principal Value in clause 3.1.A, excluding any additional penalties that arise through Default, then this agreement will come to an end and the Loan Contract dated 22 June 2005, will be deemed to have been satisfied in full with the total debt of the Loan Contract dated 22 June 2005 fully discharged and released.

4. Default

- 4.1 Where the Borrower is in breach of clause 3.1.C and does not remit repayment in accordance with that clause, then the Borrower is in default.
- 4.2 Where the Borrower is in default, the Borrower has 30 days to instigate Corrective Action and remit the missed repayment along with the repayment in accordance with the following month after default. On that basis where Corrective Action has brought the repayment schedule up to date then there is no penalty to the default.
- 4.3 Where 2 consecutive default events occur or more, and there has been no Corrective Action, then Lender will be entitled to instigate a penalty of 10% per annum on a pro rata basis per month of each month of Default on the outstanding repayments under Default.

- 4.4 To avoid confusion in clause 4.3, where a Default event occurs and Corrective Action does not remedy the Default within the 30 days, the month of remedy and any consecutive month of non-payment will incur the penalty defined in clause 4.3 will be charged for the month until repaid.
- 4.5 Following any Default event where clauses 4.3 and 4.4 trigger penalties to occur and the Borrower is able to bring the repayments Schedule up to date inclusive of the penalty payments to the Lender, as though there had been no default, then all penalties will cease from the month the repayment Schedule is up-to-date.

5. Assignment

- 5.1 No assignment may take place of this agreement or of the Loan Contract dated 22 June 2005, unless both parties agree in writing to that assignment.

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Taringa QLD 4068

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Dan Moore
6 Graham St
Windsor QLD 4030

- 8.3 Either Party may change the address to which notices may be sent to them by the other Party by written notice clearly indicating the new address details.

9. General

9.1 Force Majeure

Where an event, calamity, force or circumstance occurs, either man made or natural, beyond the control of the parties to this agreement, which may prevent performance of this agreement for a period greater than 6 months, the parties agree to discuss the effect of the event, calamity, force or circumstance and develop a plan as to the obligations to this agreement which may include suspension of repayments with or without interest and to do so in a spirit reflecting the seriousness of the event, calamity, force or circumstance.

9.2 Amendments

This agreement may only be amended in writing with the express authorisation of both the Lender and the Borrower.

9.3 Costs

Each Party must pay their own costs that arise directly or indirectly as a consequence of this agreement and or in the process of ensuring the rights to the respective Party.

9.4 **Jurisdiction**

This agreement is governed by the laws of the State of Queensland and any litigation arising from this agreement are to be pursued in Queensland under its jurisdiction.

Executed this day the

day of October 2017 by:

Lender

AMAKA PTY LTD
ATF I MITCHELL SUPER FUND

Borrower

Daniel John Moore

Name of Person signing for Lender

Witness Signature

Witness Signature

Witness Name

Witness Name

*1a,
I have spoken to Toby Boyl. He says
there was a miscommunication. I
have added the penalty clause
as described by him. Please
sign and return. I will do
the same. regards Dan*

(6)

DATE: 27/11/17

TO: DAN MOORE

FROM: Ian Mitchell
136/1 Moore St
Taringa Q 4068

PHONE: (07) 3371 8640
FAX: (07) 3371 8640

RE: LOAN

Dan,

- ① I DO NOT ACCEPT your Amendments.
- ② FURTHER, I DO NOT ACCEPT SUCH UNSIGNED CONTRACTS.
- ③ ONLY A SIMPLE AGREEMENT WAS REQUIRED.
- ④ I CONCEDED A LOT OVERALL, + I HAVE FINALLY HAD ENOUGH AFTER 12 YEARS.
- ⑤ NOW, I HAVE BEEN ADVISED TO SEND THE "MESS" TO A DEPT COLLECTION AGENCY, FOR WHOLE AMOUNT OUTSTANDING AS OF LETTER OF 4/7/17

- THANKS ?

IAN MITCHELL

