

Loan to Interchange Management Pty Ltd

Date	Principal	Description	Interest rate	Simple Interest	Loan/Repayment	Balance
15-05-15	-	Drawdown - Cash	5.00%	-	150,000.00	150,000.00
22-05-15	150,000.00	Interest Repayment	5.00%	-	- 7,500.00	142,500.00
22-05-15	142,500.00	Interest Calculation	5.00%	7,500.00	-	150,000.00
30-06-17	150,000.00	Interest Calculation	5.00%	8,671.23	-	158,671.23
02-05-18	158,671.23	Extension on loan + 5 years	5.00%	-	-	158,671.23
05-05-18	158,671.23	Interest Calculation	5.00%	6,328.77	-	165,000.00
02-05-19	165,000.00	Interest Calculation - to 2 May 2019	5.00%	7,500.00	-	172,500.00
02-05-20	172,500.00	Interest Calculation - to 2 May 2020	5.00%	7,500.00	-	180,000.00
02-05-21	180,000.00	Interest Calculation - to 2 May 2021	5.00%	7,500.00	-	187,500.00
02-05-22	187,500.00	Interest Calculation - to 2 May 2022	5.00%	7,500.00	-	195,000.00
02-05-23	195,000.00	Interest Calculation - to 2 May 2023	5.00%	7,500.00	-	202,500.00

FYS	Accrued Interest	Balance
2017	8,671.23	158,671.23
2018	15,000.00	165,000.00
2019	22,500.00	172,500.00
2020	30,000.00	180,000.00
2021	37,500.00	187,500.00
2022	45,000.00	195,000.00
2023	52,500.00	202,500.00

This has been repaid in full in the 2022FY

Rachel Green-Luther

From: Admin <admin@abpg.com.au>
Sent: Sunday, January 2, 2022 3:15 PM
To: Rachel Green-Luther
Subject: Super AT Pty Ltd and Valley Energy Pty Ltd December 2021 BAS Qtr

Hi Rach,

Happy New Year!

Please find a link below to our Dropbox folder which has the bank statements for the December Qtr (please let me know if you can't access it):

https://www.dropbox.com/sh/v8b82x78yua35ff/AABwKoMYN0n_PUvi6POFI67Va?dl=0

Just a few things:

1. Interchange Management Pty Ltd has now repaid its loan.

I think you should know all the other transactions on the accounts. Please let me know if you do need any more information though.

Regards,
Terrie Barakat
Anthony Barakat Property Group
Ph: 0413 622 929

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Interchange Management Pty Ltd is not a related party.

Loan for 12 months - should have matured on 08/05/2016, but was extended for a further two years on 05/05/2016 (maturity date now 05/05/2018).

Initial loan's interest was paid on 22/05/2015 - \$7,500 (\$150k at 5%).

The extension on the loan has allowed the next interest instalments to be paid on the maturity of the loan (in two years).

Loan amount at 30/06/2016 is \$150,000.00 (being extended principal loan).

Will add interest accrued (but not taxable) in the 2017 and 2018 FYs, but will not be paid until the 2020 FY.

Loan should have matured on 5 May 2018, but was extended for a further 5 years (maturity date now May 2023).

This includes Principal and interest.

Loan at 30 June 2018 = \$150,000 + \$15,000.00 of accrued interest
= \$165,000.00



ASIC

Australian Securities & Investments Commission

no changes to shareholders and directors
since 11 May 2015

Current Company Extract

Unrelated

Name: INTERCHANGE MANAGEMENT PTY LTD

ACN: 106 015 061

Date/Time: 11 May 2015 AEST 10:15:57 AM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: INTERCHANGE MANAGEMENT PTY LTD	024571574
ACN: 106 015 061	
ABN: 35106015061	
Registered in: New South Wales	
Registration date: 22/08/2003	
Next review date: 22/08/2015	
Name start date: 11/04/2008	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: 213-215 Edgeware Road, NEWTOWN NSW 2042	7E6125106
Start date: 21/06/2014	
Principal Place Of Business address: 213-215 Edgeware Road, NEWTOWN NSW 2042	7E6125106
Start date: 14/06/2014	
Contact Address	
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.	
Address: Suite 501, 3 Waverley Street, BONDI JUNCTION NSW 2022	
Start date: 26/04/2009	

Officeholders and Other Roles	Document Number
Director	
Name: CHARLES FRANK MELLICK	7E3224405
Address: 14 Victoria Road, BELLEVUE HILL NSW 2023	
Born: 18/09/1969, SYDNEY, NSW	
Appointment date: 11/10/2010	
Secretary	
Name: CHARLES FRANK MELLICK	7E3224405
Address: 14 Victoria Road, BELLEVUE HILL NSW 2023	
Born: 18/09/1969, SYDNEY, NSW	
Appointment date: 11/10/2010	

Share Information
Share Structure

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	4	4.00	0.00	018978217

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: CHARLES FRANK MELLICK
Address: 14 Victoria Road, BELLEVUE HILL NSW 2023

Class	Number held	Beneficially held	Paid	Document number
ORD	4	yes	FULLY	7E6094346

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
10/10/2012	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	10/10/2012	2	10/10/2012	7E4772836
03/06/2014	484N Change To Company Details Changes To (Members) Share Holdings	03/06/2014	2	03/06/2014	7E6094346
14/06/2014	484 Change To Company Details 484B Change Of Registered Address 484C Change Of Principal Place Of Business (Address)	14/06/2014	2	14/06/2014	7E6125106

End of Extract of 3 Pages

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From: Admin [<mailto:admin@abpg.com.au>]
Sent: Thursday, 21 May 2015 2:32 PM
To: Mari Ashted
Cc: Anthony Barakat
Subject: RE: Proposed Loan Agreement

Hi Mari,

I've attached a copy of the final executed Loan Agreement with the correct ACN for Interchange Management Trust Pty Ltd which is borrowing the money in its own right. I'll wait to hear from you if we need to update the fund's investment strategy.

Regards,

Terrie Barakat
Anthony Barakat Property Group
Ph: 3262 1137

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From: Mari Ashted [<mailto:maria@virtusuper.com.au>]
Sent: Tuesday, 12 May 2015 10:19 AM
To: Admin
Cc: Anthony Barakat
Subject: RE: Proposed Loan Agreement

Hi Anthony & Terrie

We have reviewed the loan now with the borrower details completed and advise and make the following comments:

1. The agreement appears to contain all the required characteristics of a simple loan agreement, so it all seems in order. We are not lawyers so can't comment any further to give a legal opinion.
2. The auditor requested that we do a simple ASIC search on the company for his files and we have found that there is possibly a discrepancy regarding the ACN in the agreement for the borrower. According to ASIC the **ACN** of the company Interchange Management Pty Ltd is 106 015 061. The number which is stated to be the ACN in the loan agreement is in fact an **ABN** (48 501 870 699) and according to the Australian Business Register that ABN belongs to a Trust – Interchange Management Trust.
 - Is the identity of the borrower actually the company in its capacity as the trustee of the trust or is the company borrowing money in its own right?
 - Once this is known we can further advise on how the Borrower should be defined and identified in the loan agreement.
3. You've advised that the borrower is not a related party and if the parties are acting at arm's

length the loan is permitted at superannuation law to proceed once the borrower details mentioned above are resolved. We will review the investment strategy and provide a template for update should it be required as a result of the change in investments.

Any questions, please just let me know.

Kind regards

Mari

Mari Ashted SSA CA
Director



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Virtu Super Pty Ltd ACN 134 260 512

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From: Admin [<mailto:admin@abpg.com.au>]
Sent: Monday, 11 May 2015 9:18 AM
To: Mari Ashted
Cc: Anthony Barakat
Subject: RE: Proposed Loan Agreement

Hi Mari,

I've attached a copy of the executed loan agreement for your information. The company borrowing the funds is not a related party. If there's anything else you think we need to know, please advice accordingly.

Regards,

Terrie Barakat
Anthony Barakat Property Group
Ph: 3262 1137

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From: Mari Ashted [<mailto:mari@virtusuper.com.au>]
Sent: Thursday, 7 May 2015 4:00 PM
To: Admin
Subject: RE: Proposed Loan Agreement

Hi Terrie

I've reviewed the loan agreement sent through, and in my view is that it the basic features of a loan agreement are there – as a non-lawyer so to speak. So I don't have any issues with it in that regard.

I don't have detail on who the lender is so I can't comment further on whether the loan itself is a complying investment.

The loan cannot be to a related party. A related party could be an entity which is controlled by yourself as the member or controlled by persons related to you.

Anthony didn't give me details of who the loan was to, so I just needed to flag that – please let me know and if necessary I can provide further advice on whether a related party association exists before proceeding.

We will also need a copy of the final signed loan agreement once its all done.

Any questions, Terrie, please just let me know.

Kind regards

Mari

Mari Ashted SSA CA Director
SMSF Specialist Advisor™



T 07 3349 1452
F 07 3422 8014
A Suite 2, 1470 Logan Road
Mount Gravatt, Q 4122
P PO Box 83 Mt Gravatt Q 4122

www.virtusuper.com.au

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Mari Ashted SSA CA
Director



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P PO Box 83 Mount Gravatt Q 4122
W www.virtusuper.com.au



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LOAN AGREEMENT

THIS AGREEMENT is made on the eighth day of May 2015

BETWEEN: **SUPER AT PTY LTD (ACN 158 994 248)** a duly incorporated company whose registered address is C/- Marsh Tincknell, Level 1, 1454 Logan Road, Mt Gravatt Qld 4122, as trustee for the **A & T BARAKAT SUPER FUND** (Lender)

AND: **Interchange Management Pty Ltd (ACN 48 501 870 699)** of 213-215 Edgeware Road Newtown NSW 2042 (Borrower)

WHEREAS the Borrower has requested the Lender to make financial accommodation available to it for the purpose of funding underlying investments and the Lender has agreed to advance to the Borrower the sum of One hundred and Fifty thousand dollars (\$150,000.00), hereinafter referred to as "the advance", by way of loan repayable together with interest, fees, charges and other amounts in the manner hereinafter provided **AND WHEREAS** the parties wish to acknowledge the loan and record in writing the terms and conditions thereof.

NOW THIS AGREEMENT WITNESSES and it is hereby mutually agreed by and between the parties as follows:

ADVANCE

1. The parties hereby acknowledge that the Lender did on the date of this Agreement agree to provide to the Borrower the advance, repayable by the Borrower to the Lender at the place and in the manner set forth in the **First Schedule** hereto. The Lender has the right to change, by notice in writing to the Lender, the place and manner of repayment.

COSTS

2. The parties shall bear their own costs of and incidental to the negotiation, preparation, execution, stamping and registration of this Agreement and all ancillary or related documents.

INTERPRETATION

3. That where herein used words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender as the case may reasonably require.

A handwritten signature in black ink, appearing to be 'D.B.' or similar, located at the bottom right of the page.

4. All headings in this Agreement shall be disregarded in the interpretation hereof.

INSOLVENCY

5. If the Borrower goes into liquidation either compulsorily or voluntarily or if a receiver is appointed in respect of the whole or any part of its assets or if the Borrower makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgment is made against the Borrower or any similar occurrence under any jurisdiction affects the Borrower, the Borrower shall be deemed to be in fundamental breach of this Agreement.
6. The Borrower warrants that it is not, at the time of entering into this Agreement, insolvent and knows of no circumstances which would entitle any creditor to commence liquidation proceedings or to exercise any other rights over or against its assets.

BREACH AND TERMINATION CONSEQUENCES

7. If a fundamental breach occurs on the part of the Borrower, the Lender may serve notice requiring the breach to be remedied within the time stipulated in that notice but nothing in this clause shall require the Lender to serve notice of any breach before taking action in respect of it.
8. If this Agreement is terminated by the Lender for a fundamental breach on the part of the Borrower, the full amount of the principal sum of One hundred and Fifty thousand dollars (\$150,000.00) and all interest, fees and charges accrued to the date of actual repayment by the Borrower, shall become immediately due and payable by the Borrower to the Lender.

ADDITIONAL CONDITIONS

9. Each of the parties warrants that it has power to enter into this Agreement and has obtained all necessary approvals to do so.
10. The Borrower warrants that the advance is for business or investment purposes.
11. The Borrower warrants that it has sought and received independent legal and financial advice in relation to the terms and effects of this Agreement.
12. The Borrower shall execute any and all further documents required to give full effect to this Agreement.

A handwritten signature in black ink, appearing to be 'JB' or similar, located in the bottom right corner of the page.

13. In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at the discretion of the Lender, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
14. This Agreement contains the whole agreement between the parties. Neither of the parties has relied upon any oral or written representations made to it by the other or the other's employees or agents.
15. Each party has made its own independent investigations into all matters relevant to this Agreement.
16. Each notice or other document to be given or made hereunder shall be in writing, addressed to the relevant party at the address set out below or at such other address as it may specify in writing for the purpose of this clause and delivered in accordance with this clause:

The Lender: SUPER AT PTY LTD (ACN 158 994 248)
Address: C/- Marsh Tincknell, Level 1, 1454 Logan Road, Mt Gravatt Qld 4122

The Borrower: Interchange Management Pty Ltd (ACN 48 501 870 699)
Address: 213-215 Edgeware Road Newtown NSW 2042

Notices shall be deemed to be received 48 hours after posting by ordinary prepaid post, or in the event that the notice is sent by facsimile transmission on the next business day following the date of the transmission.

17. All agreements on the part of either of the parties which comprises of more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the parties.
18. The parties are not partners or joint venturers nor do they intend to be in consequence of entering into this Agreement.
19. The Lender may assign its rights under this Agreement and all rights under it may be assigned or transferred by the Lender without the consent of the Borrower.
20. All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.



21. The failure of the Lender to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

PROPER LAW AND JURISDICTION

22. This Agreement shall be governed by Queensland law in every particular including formation and interpretation.
23. Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in the said state.

INTEREST

24. Interest shall be payable at the rate of 5% of the advance per annum or part thereof paid in advance pursuant to the Second Schedule herein by the Borrower.

DEFAULT

25. The Borrower will be deemed to be in default of this Agreement if:
- (a) there is a default of any term or condition of this Agreement;
 - (b) the Borrower fails to pay any money due under this Agreement by the loan repayment date;
 - (c) anything the Borrower has told the Lender is incorrect or misleading;
or
 - (d) a liquidator or receiver manager is appointed over the Borrower.
26. If the Borrower defaults in the observance of the terms of this Agreement, enforcement expenses shall be payable by the Borrower in respect of the Lender's legal costs and disbursements arising from that default.
27. If the Borrower is in default the Lender may:
- (a) demand repayment of any money due under this Agreement; and/or
 - (b) exercise any rights, powers or privileges conferred by any law, this Agreement or any mortgage or security provided under this Agreement.



28. The Lender may exercise its rights and powers upon default at any time after default occurs and any delay by the Lender in exercising any or all of its rights and powers on default will not affect those rights and powers.

FIRST SCHEDULE HEREINBEFORE REFERRED TO

Place and Manner of Repayment of Loan

Place & Manner of repayment: As directed by the Lender

Loan repayment amount

& Term of the Advance: One hundred and Fifty thousand dollars (\$150,000.00) plus any due fees and charges payable on or before Twelve (12) months from the date of this Agreement.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Fees & Charges, Calculations and Payments

Interest rate: Five (5) per centum per annum

Frequency and timing: Total interest for the term of the advance payable in advance on or before Thirty (30) days from the date of this Agreement.

NB - Interest on original loan
- \$150,000 x 5% = \$7,500
was paid to the super fund on
22/05/2015.



EXECUTED AS A DEED

EXECUTED by **SUPER AT PTY**)
LTD ACN 158 994 248 in)
accordance with s127 of the)
Corporations Act 2001 (Cth))
)
)



Terrie Barakat
Sole Director and Secretary

EXECUTED by **Interchange**)
Management ACN 48 501 870)
699 in accordance with s127 of the)
Corporations Act 2001 (Cth))
)
)



Charles Mellick
Sole Director and Secretary

From: Admin
To: [Rachel Green-Luther](#)
Subject: Super At Pty Ltd - Interchange Management Pty Ltd - Loan Documents
Date: Tuesday, October 18, 2016 4:57:10 PM
Attachments: [Super AT - Interchange Management Deed of Variation sgn Barakat.pdf](#)
[Super AT - Interchange Management Deed of Variation sgn Mellick.pdf](#)

Hi Rachel,

I confirm that the loan to Interchange Management Pty Ltd has been extended for a further year and I attach the executed copies of the Deed of Variation for your information.

Regards,

Terrie Barakat
Anthony Barakat Property Group
Ph: 0413 622 929

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Due 5/05/2018

DEED OF VARIATION

DATED

5th

day of

May

2016

PARTIES

1. **SUPER AT PTY LTD (ACN 158 994 248)** a duly incorporated company whose registered address is C/- Marsh Tincknell, Level 1, 1454 Logan Road, Mt Gravatt Qld 4122, as trustee for the **A & T BARAKAT SUPER FUND** (Lender)
2. **INTERCHANGE MANAGEMENT PTY LTD (ACN 106 015 061)** of 213 – 215 Edgeware Road, Newtown NSW 2042 (Borrower)

RECITALS

- A. The Lender and Borrower are parties to an Agreement dated 8 May 2015 in relation to the Lender making financial accommodation available to the Borrower for the purpose of funding underlying investments ("the Agreement").
- B. The Lender and Borrower wish to change the term of the advance and the frequency and timing of the interest payable under the Agreement in consideration of execution of this Deed.

Loan balance = \$150K + Interest \$8,671.23

IT IS AGREED

= \$158,671.23

1. **Variation of Agreement**

The following variations to the Agreement take effect from the date of this Deed of Variation.

- 1.1 The "**Loan Repayment amount & Term of the Advance**" particulars in the First Schedule of the Agreement are amended to read "One Hundred and Fifty thousand dollars (\$150,000.00) plus any due fees and charges payable on or before Two (2) years from the date of this Agreement".

- 1.2 The "**Frequency and timing**" particulars in the Second Schedule of the Agreement are amended to read "Total interest for the term of the advance payable on the last day of the term of the Agreement".

- 1.3 In all other respects the Agreement remains unaltered.

Interest accrued = $\$150,000.00 \times 5\% \times 422/365$
= \$8,671.23.

NB should receive \$15,000.00 upon maturity on 5/5/18.

2. Counterparts

This Deed of Variation may be signed in counterparts, which taken together when signed will constitute a complete Deed.

EXECUTION

Executed as a Deed on the date described at the start of this Deed of Variation.

EXECUTED by **SUPER AT PTY**)
LTD ACN 158 994 248 in)
accordance with s127 of the)
Corporations Act 2001 (Cth))
)
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)
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.....
Terrie Barakat
Director and Secretary


.....
Anthony Barakat
Director

EXECUTED by **INTERCHANGE**)
MANAGEMENT PTY LTD ACN)
106 015 061 in accordance with)
s127 of the Corporations Act 2001)
(Cth))
)
)

.....
.
Charles Mellick
Sole Director and Secretary

DEED OF VARIATION

DATED 5th day of May 2016

PARTIES

1. **SUPER AT PTY LTD (ACN 158 994 248)** a duly incorporated company whose registered address is C/- Marsh Tincknell, Level 1, 1454 Logan Road, Mt Gravatt Qld 4122, as trustee for the **A & T BARAKAT SUPER FUND** (Lender)
2. **INTERCHANGE MANAGEMENT PTY LTD (ACN 106 015 061)** of 213 – 33-39 Riley Street Woolloomooloo NSW 2011 (Borrower)

RECITALS

- A. The Lender and Borrower are parties to an Agreement dated 8 May 2015 in relation to the Lender making financial accommodation available to the Borrower for the purpose of funding underlying investments ("the Agreement").
- B. The Lender and Borrower wish to change the term of the advance and the frequency and timing of the interest payable under the Agreement in consideration of execution of this Deed.

IT IS AGREED

1. Variation of Agreement

The following variations to the Agreement take effect from the date of this Deed of Variation.

- 1.1 The "**Loan Repayment amount & Term of the Advance**" particulars in the First Schedule of the Agreement are amended to read "One Hundred and Fifty thousand dollars (\$150,000.00) plus any due fees and charges payable on or before Two (2) years from the date of this Agreement".
- 1.2 The "**Frequency and timing**" particulars in the Second Schedule of the Agreement are amended to read "Total interest for the term of the advance payable on the last day of the term of the Agreement".
- 1.3 In all other respects the Agreement remains unaltered.

2. Counterparts

This Deed of Variation may be signed in counterparts, which taken together when signed will constitute a complete Deed.

EXECUTION

Executed as a Deed on the date described at the start of this Deed of Variation.

EXECUTED by SUPER AT PTY)
LTD ACN 158 994 248 in)
accordance with s127 of the)
Corporations Act 2001 (Cth))
)
)
)
)
)
)

.....
Terrie Barakat
Director and Secretary

.....
Anthony Barakat
Director

EXECUTED by INTERCHANGE)
MANAGEMENT PTY LTD ACN)
106 015 061 in accordance with)
s127 of the Corporations Act 2001)
(Cth))
)


.....
Charles Mellick
Sole Director and Secretary



Australian Government
Australian Taxation Office

Calculating number of days

Version 1.0.1

There are 422 days in the period you specified.

You can calculate the number of days in a different period.

Enter the start and end dates for the desired period, then select the **Calculate days** button. The number of days will be calculated automatically.



For income tax purposes, an income year starts on 1 July (01/07) and ends on 30 June (30/06) of the following calendar year.

The start date for the period you specified is:

05-May-2016

The end date for the period you specified is:

30-Jun-2017

Disclaimer: This calculation is based on the information you have provided.

Calculate days

Clear

Finish

Relying on our information - our commitment to you

We are committed to providing you with advice and guidance you can rely on, so we make every effort to ensure that what we give you is correct.

If you follow our advice or guidance and it turns out to be incorrect, or it is misleading and you make a mistake as a result, we will take that into account when determining what action, if any, we should take.

Some of the advice and guidance on this website applies to a specific financial year. This is clearly marked. Make sure you have the information for the right year before making decisions based on that information.

If you feel that our advice and guidance does not fully cover your circumstances, or you are unsure how it applies to you, contact us or seek professional advice.

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posted at <http://www.ag.gov.au/cca>.

Rachel Green-Luther

From: Admin <admin@abpg.com.au>
Sent: Monday, October 22, 2018 3:43 PM
To: Rachel Green-Luther; Anthony Barakat
Cc: Brad Hoffman
Subject: RE: A & T Barakat Super Fund - Quote and Queries 2018EOFY
Attachments: Super AT - Interchange Mgmt Deed of Variation May 18.pdf; Super At - Mus Retail Loan Agreement - Sept 18.pdf; Super At - Mus Retail Loan Agreement - July 18.pdf; Super At - Mus Retail Deed of Variation July 18 Loan - 7 July 2018.pdf; Gadens Consolidated Bill.pdf

Hi Rachel,

My apologies for the delay in responding to your email. Please find my responses to your queries inserted into your email below (in red). Please let me know if you need any further documents or information.

Regards,
Terrie Barakat
Anthony Barakat Property Group
Ph: 0413 622 929

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From: Rachel Green-Luther [mailto:RachelG@virtusuper.com.au]
Sent: Monday, 27 August 2018 8:54 AM
To: Admin
Cc: Brad Hoffman
Subject: RE: A & T Barakat Super Fund - Quote and Queries 2018EOFY

Hi Terrie,

Not a problem at all. Just wanted to see if you had any questions or concerns. Feel free to contact me if anything comes up.

Hope you had a wonderful weekend.

Kind regards,

Rachel Green-Luther CPA
Accountant



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From: Admin <admin@abpg.com.au>

Sent: Sunday, August 26, 2018 2:05 PM

To: Rachel Green-Luther <RachelG@virtusuper.com.au>

Subject: RE: A & T Barakat Super Fund - Quote and Queries 2018EOFY

Hi Rachel,

Sorry I missed your call last week. I'm working on getting everything together to answer your queries – I've just had a few other things on at the moment – I'll get back to you as soon as I can.

Regards,

Terrie Barakat

Anthony Barakat Property Group

Ph: 0413 622 929

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From: Rachel Green-Luther [<mailto:RachelG@virtusuper.com.au>]

Sent: Tuesday, 21 August 2018 7:40 AM

To: Admin; Anthony Barakat

Cc: Brad Hoffman

Subject: RE: A & T Barakat Super Fund - Quote and Queries 2018EOFY

Hi Terrie and Anthony,

Thank you for the information.

We estimate the fee to complete the super fund 2017/18 financial statements and tax return to be \$3,729.00 (GST inclusive).

This includes additional work of \$1,089.00 performed on the 3 x recalculation of interest on the loan investments.

To complete the super fund's 2017/18 financial statements and tax return, please provide the following:

- Copy of the Gaden's legal invoice for \$31,341.10 paid on 31 July 2017; **Attached.**
- **For Interchange Management Pty Ltd loan, that was due to mature on 5 May 2018. Has this loan been extended? The loan (and payment of interest) has been extended until May 2020. Deed of Variation dated 2 May 2018 is attached for your information.**
 - If so, please provide a copy of the signed loan variation.
- For the Energy Trust's electricity chattels:
 - Confirm if the June 2012 Valuation of \$450,000.00 is still appropriate at 30 June 2018? **This valuation is still appropriate as at June 2018.**
 - If not, please provide written evidence for the market value?

- Provide a copy of the signed chattel lease arrangement extension/renewal from February 2018. **An extension/renewal document hasn't been signed but discussions are continuing with the body corporate. In the meantime, the arrangements remain the same.**
- For the Mus Retail Pty Ltd Loan in the 2018/19 FY:
 - The \$1,350,000 Mus Retail Pty Ltd loan was withdrawn on 4 July 2018, but \$1,126,000 was returned on 11 July 2018. Has the loan amount been reduced to \$224,000? **That is correct. Deed of Variation dated 7 July 2018 evidencing this reduction in the amount of the loan is attached for your information. However, in September our fund made a new loan of \$1,150,000.00 to Mus Retail and a copy of the second Loan Agreement is attached for your information.**
 - Provide a copy of the signed loan agreement? I wasn't sure if it had changed since your email on 28 June 2018. **Original Loan Agreement dated 4 July 2018 is attached for your information.**

If you have any questions, please don't hesitate to give myself or Brad a call.

Kind regards,

Rachel Green-Luther CPA
Accountant



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From: Admin <admin@abpg.com.au>

Sent: Sunday, August 5, 2018 3:08 PM

To: Rachel Green-Luther <RachelG@virtusuper.com.au>

Subject: RE: Super Fund and Energy Trust - June 2018 Qtr BAS and 2018 EOFY

Hi Rachel,

Sorry for the delay in getting back to you. Please find attached the requested documents.

Regards,
Terrie Barakat
Anthony Barakat Property Group
Ph: 0413 622 929

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DEED OF VARIATION

DATED	2nd	day of	May	2018
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PARTIES

1. **SUPER AT PTY LTD (ACN 158 994 248)** a duly incorporated company whose registered address is C/- Marsh Tincknell, Level 1, 1454 Logan Road, Mt Gravatt Qld 4122, as trustee for the **A & T BARAKAT SUPER FUND** (Lender)
2. **INTERCHANGE MANAGEMENT PTY LTD (ACN 106 015 061)** of 213 – 215 Edgeware Road, Newtown NSW 2042 (Borrower)

RECITALS

- A. The Lender and Borrower are parties to an Agreement dated 8 May 2015 and a Deed of Variation dated 5 May 2016 in relation to the Lender making financial accommodation available to the Borrower for the purpose of funding underlying investments ("the Agreement").
- B. The Lender and Borrower wish to change the term of the advance under the Agreement in consideration of execution of this Deed.

IT IS AGREED

1. Variation of Agreement

The following variations to the Agreement take effect from the date of this Deed of Variation.

- 1.1 The "**Loan Repayment amount & Term of the Advance**" particulars in the First Schedule of the Agreement are amended to read "One Hundred and Fifty thousand dollars (\$150,000.00) plus any due fees and charges payable on or before Five (5) years from the date of this Agreement".

- 1.2 In all other respects the Agreement remains unaltered.

2. Counterparts

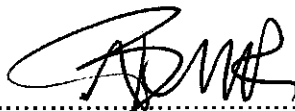
This Deed of Variation may be signed in counterparts, which taken together when signed will constitute a complete Deed.

EXECUTION

Executed as a Deed on the date described at the start of this Deed of Variation.

**EXECUTED by SUPER AT PTY)
LTD ACN 158 994 248 in)
accordance with s127 of the)
Corporations Act 2001 (Cth))**


.....
Terrie Barakat
Director and Secretary


.....
Anthony Barakat
Director

**EXECUTED by INTERCHANGE)
MANAGEMENT PTY LTD ACN)
106 015 061 in accordance with)
s127 of the Corporations Act 2001)
(Cth))**


.....
Charles Mellick
Sole Director and Secretary