

Unrelated party

Elizabeth Meiklejohn

Loan to Mus Retail Pty Ltd

	Commencement Date	Interest rate	Loan \$	Simple Interest Cal	Due Date
Loan 1 = \$224,000	4/07/2018	6%	\$ 224,000.00	\$ 13,440.00	31/07/2024
Loan 2 = \$1,150,000	11/09/2018	6%	\$ 1,150,000.00	\$ 69,000.00	31/07/2024
Loan 3 = \$70,000	1/05/2019	6%	\$ 70,000.00	\$ 4,200.00	31/07/2024
			<u>\$ 1,444,000.00</u>		

	2019FY		2020 FY	
	Interest	Loan	Accrued Interest	Loan
Loan 1 = \$224,000		\$ 224,000.00	\$ 13,440.00	\$ 237,440.00
Loan 2 = \$1,150,000		\$ 1,150,000.00	\$ 69,000.00	\$ 1,219,000.00
Loan 3 = \$70,000		\$ 70,000.00	\$ 4,200.00	\$ 74,200.00
		<u>\$ 1,444,000.00</u>	<u>\$ 86,640.00</u>	<u>\$ 1,530,640.00</u>
	2021 FY			
	Interest	Loan	Accrued Interest	Loan
Loan 1 = \$224,000			\$ 13,440.00	\$ 250,880.00
Loan 2 = \$1,150,000			\$ 69,000.00	\$ 1,288,000.00
Loan 3 = \$70,000			\$ 4,200.00	\$ 78,400.00
			<u>\$ 173,280.00</u>	<u>\$ 1,617,280.00</u>
	2022 FY			
	Interest	Loan	Accrued Interest	Loan
Loan 1 = \$224,000			\$ 13,440.00	\$ 264,320.00
Loan 2 = \$1,150,000			\$ 69,000.00	\$ 1,357,000.00
Loan 3 = \$70,000			\$ 4,200.00	\$ 82,600.00
			<u>\$ 259,920.00</u>	<u>\$ 1,703,920.00</u>

no interest has been paid on the Mus Retail loans - as yet.

Rachel Green-Luther

From: Admin <admin@abpg.com.au>
Sent: Wednesday, 11 January 2023 2:48 PM
To: Rachel Green-Luther
Cc: AB
Subject: RE: A & T Barakat Super Fund and Energy Trust - ATO chasing 2021FY and 2022FY
Attachments: Valley Energy Sment 1 Jul to 30 Sept 2021.pdf; MLC Life Insurance Policy Schedule 29 Aug 2020.pdf; MLC Life Insurance Policy Schedule 29 Sept 2021.pdf; MLC Life Insurance Policy Schedule 29 July 2021.pdf

Hi Rach,

Further to your email below, please find attached the documents/information you have requested (my responses in red):

For the Energy Trust's 2021/2022 Financial Year, please:

For the Super Fund's 2020/2021 & 2021/2022 financial year, please:

- **For the Mus Retail Pty Ltd loans**
 - **Advise if the loan is this still expected to mature in full?**
The loans are expected to mature in full.
 - Advise on the loan's maturity date?
 - \$1,350,000 – matured on July 2020
 - \$1,150,000 – matured on September 2020
 - \$70,000 – matured on May 2021.
 - Provide documents if any of the loans have been extended.
The loans have been extended and I will provide you with the relevant documentation shortly.
 - **Advise if any interest has been paid?**
No, interest isn't payable until the end of each loan period.

I'll get the other documents to you as soon as possible. Please let me know if there is anything else you need from me.

Regards,

▼ Company Summary 

Name: MUS RETAIL PTY. LTD.
ACN: 617 582 322
ABN: [18 617 582 322](#)
Registration date: 23/02/2017
Next review date: 23/02/2024
Status: Registered
Type: Australian Proprietary Company, Limited By Shares
Locality of registered office: FORTITUDE VALLEY QLD 4006
Regulator: Australian Securities & Investments Commission

 [View Summary \(PDF\)](#)

Documents

[Show all documents](#)

Documents Lodged

Date	Document No.	Document type	Pages	Uncertified	Certified 
23/02/2017	2E9069742	Application For Registration as a Proprietary Company (201C)	3	\$18.00 <input type="checkbox"/>	\$38.00 <input type="checkbox"/>

no changes to directors since 2018. ok to use old ASIC



ASIC

Australian Securities & Investments Commission

Current & Historical Company Extract

Unrelated

Name: MUS RETAIL PTY. LTD.

ACN: 617 582 322

Date/Time: 27 June 2018 AEST 04:36:26 PM

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: MUS RETAIL PTY. LTD.	2E9069742
ACN: 617 582 322	
ABN: 18617582322	
Registered in: Queensland	
Registration date: 23/02/2017	
Next review date: 23/02/2019	
Name start date: 23/02/2017	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: CARTHEW CHAU & CO PTY LTD, Lower Ground Floor, 132 Wickham Street, FORTITUDE VALLEY QLD 4006	2E9069742
Start date: 23/02/2017	
Principal Place Of Business address: '5', 11 Helen Street, TENERIFFE QLD 4005	2E9069742
Start date: 23/02/2017	

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'.
Current
Address: PO BOX 269, NEW FARM QLD 4005
Start date: 21/06/2017 ** Anthony Barakat has told Brad Hoffman of Virtu previously that Julian is not related

Officeholders and Other Roles	Document Number
Director	
Name: JULIAN MUSIAL	2E9069742
Address: '5', 11 Helen Street, TENERIFFE QLD 4005	
Born: 06/06/1985, BRISBANE, QLD	
Appointment date: 23/02/2017	
Secretary	
Name: JULIAN MUSIAL	2E9069742
Address: '5', 11 Helen Street, TENERIFFE QLD 4005	
Born: 06/06/1985, BRISBANE, QLD	
Appointment date: 23/02/2017	

Share Information
Share Structure

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY	10	10.00	0.00	2E9069742

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.

**** Anthony Barakat has told Brad Hoffman of Virtu previously that**

Name: JULIAN MUSIAL **Julian is not related**
 Address: '5', 11 Helen Street, TENERIFFE QLD 4005

Class	Number held	Beneficially held	Paid	Document number
ORD	10	yes	FULLY	2E9069742

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
23/02/2017	201C Application For Registration As A Proprietary Company	23/02/2017	3	23/02/2017	2E9069742

*****End of Extract of 2 Pages*****

LOAN AGREEMENT

THIS AGREEMENT is made on the Fourth day of July 2018

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: **MUS RETAIL PTY LTD (ACN 617 582 322)** a duly incorporated company whose registered address is C/- Carthew Chau & Co Pty Ltd, Lower Ground Floor, 132 Wickham Street, Fortitude Valley Qld 4006, as trustee for the **Musical Family Trust** (Borrower)

WHEREAS the Borrower and Lender have agreed that the Lender will make financial accommodation available to the Borrower for the purpose of funding retail and commercial investments and the Lender has agreed to advance to the Borrower the sum of One Million, Three Hundred and Fifty Thousand dollars (\$1,350,000.00), 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 Borrower, 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.

- (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 Million, Three Hundred and Fifty Thousand dollars (\$1,350,000.00) plus any due fees and charges payable on or before Two (2) years from the date of this Agreement.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Fees & Charges, Calculations and Payments

Interest rate: Six (6) per centum per annum

Frequency and timing: Total interest is payable on the last day of the term of the advance.

DEED OF VARIATION

DATED	Seventh	day of	July	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. **MUS RETAIL PTY LTD (ACN 617 582 322)** a duly incorporated company whose registered address is C/- Carthew Chau & Co Pty Ltd, Lower Ground Floor, 132 Wickham Street, Fortitude Valley Qld 4006, as trustee for the **Musical Family Trust** (Borrower)

RECITALS

- A. The Lender and Borrower are parties to an Agreement dated 4 July 2018 in relation to the Lender making financial accommodation available to the Borrower for the purpose of funding retail and commercial investments ("the Agreement").

- B. The Lender and Borrower wish to change the amount of the advance 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 words and figures "One Million, Three Hundred and Fifty Thousand dollars (\$1,350,000.00)" which appear in:

- 1.1.1 The Recital; and

- 1.1.2 Clause 8

are replaced by the words and figures "Two Hundred and Twenty-four Thousand dollars (\$224,000.00)".

1.2 The "Loan Repayment amount & Term of the Advance" particulars in the First Schedule of the Agreement are amended to read "Two Hundred and Twenty-four Thousand dollars (\$224,000.00) plus any due fees and charges payable on or before Two (2) years from the date of this 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))
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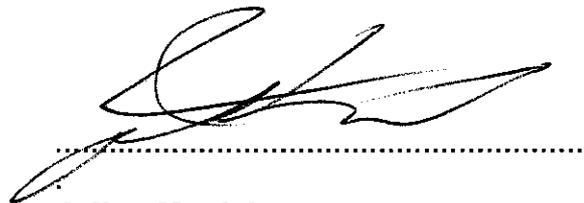


Terrie Barakat
Director and Secretary



Anthony Barakat
Director

EXECUTED by MUS RETAIL PTY)
LTD ACN 617 582 322 in)
accordance with s127 of the)
Corporations Act 2001 (Cth))
)
)
)
)
)
)



Julian Musial
Sole Director and Secretary

LOAN AGREEMENT

THIS AGREEMENT is made on the Sixth day of September 2018

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: **MUS RETAIL PTY LTD (ACN 617 582 322)** a duly incorporated company whose registered address is C/- Carthew Chau & Co Pty Ltd, Lower Ground Floor, 132 Wickham Street, Fortitude Valley Qld 4006, as trustee for the **Musical Family Trust** (Borrower)

WHEREAS the Borrower and Lender have agreed that the Lender will make financial accommodation available to the Borrower for the purpose of funding retail and commercial investments and the Lender has agreed to advance to the Borrower the sum of One Million, One Hundred and Fifty Thousand dollars (\$1,150,000.00), 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 Borrower, 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.

- (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 Million, One Hundred and Fifty Thousand dollars (\$1,150,000.00) plus any due fees and charges payable on or before Two (2) years from the date of this Agreement.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Fees & Charges, Calculations and Payments

Interest rate: Six (6) per centum per annum

Frequency and timing: Total interest is payable on the last day of the term of the advance.

DEED OF VARIATION

DATED 31st day of August 2020

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. **MUS RETAIL PTY LTD (ACN 617 582 322)** a duly incorporated company whose registered address is C/- Carthew Chau & Co Pty Ltd, Lower Ground Floor, 132 Wickham Street, Fortitude Valley Qld 4006, as trustee for the **Musical Family Trust** (Borrower)

RECITALS

- A. The Lender and Borrower are parties to an Agreement dated 6 September 2018 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 variation to the Agreement takes 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 Million, One Hundred and Fifty Thousand dollars (\$1,150,000.00) plus any due fees and charges payable on or before 31 July 2024".

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.

LOAN AGREEMENT

THIS AGREEMENT is made on the First day of May 2019

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: **MUS RETAIL PTY LTD (ACN 617 582 322)** a duly incorporated company whose registered address is C/- Carthew Chau & Co Pty Ltd, Lower Ground Floor, 132 Wickham Street, Fortitude Valley Qld 4006, as trustee for the **Musical Family Trust** (Borrower)

WHEREAS the Borrower and Lender have agreed that the Lender will make financial accommodation available to the Borrower for the purpose of funding retail and commercial investments and the Lender has agreed to advance to the Borrower the sum of Seventy Thousand dollars (\$70,000.00), 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 Borrower, 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.

- (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: Seventy Thousand dollars (\$70,000.00) plus any due fees and charges payable on or before Two (2) years from the date of this Agreement.

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO

Fees & Charges, Calculations and Payments

Interest rate: Six (6) per centum per annum

Frequency and timing: Total interest is payable on the last day of the term of the advance.

