

17 May 2019

## CIRCULAR TO CREDITORS

Dear Sir / Madam,

**GREATCELL SOLAR LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT)  
FORMERLY KNOWN AS "DYESOL LIMITED"  
ACN 111 723 883 ("GSL")**

**GREATCELL SOLAR INDUSTRIES PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT)  
FORMERLY KNOWN AS "DYESOL INDUSTRIES PTY LTD"  
ACN 083 102 498 ("GSI")**

**(Collectively "the Companies")**

We refer to the Administration of the Companies, which commenced on 10 December 2018, the Second Report to Creditors dated 14 March 2019 ("Second Report") and the addendum to the Second Report dated 21 March 2019 ("Supplementary Report").

We provide herein a brief update on the matter for all stakeholders.

### 1 EXECUTION OF THE DEED OF COMPANY ARRANGEMENT

Creditors may recall that we had received two (2) Deed of Company Arrangement ("DOCA") proposals, as detailed in our Second Report, from Onergy Pty Ltd and the Otsana Syndicate. It should be noted that certain developments had occurred prior to second meeting of creditors, where the DOCA proposal from Onergy Pty Ltd had been withdrawn and there had been material changes to the DOCA proposal from the Otsana Syndicate. We advise that at the second meeting of creditors held on 22 March 2019, creditors resolved to accept the DOCA proposal, incorporating a Creditors' Trust, put forward by the Otsana Syndicate.

We hereby notify creditors that the DOCA was executed by the Companies and all parties on 12 April 2019, and we, Peter Krejci and Andrew Cummins, were appointed Joint and Several Deed Administrators. Attached as **Annexure "1"** is a Form 509E notice for creditors' reference.

Silvia | Krejci | Cummins

BRI Ferrier (NSW) Pty Ltd Chartered Accountants ABN 97 128 947 848  
Trading as BRI Ferrier ABN 59 212 882 443  
Level 30, Australia Square, 264 George Street NSW 2000 GPO Box 7079, Sydney NSW 2001  
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**BRI Ferrier... throughout Australia, New Zealand, Hong Kong and the United Kingdom.**

BRI Ferrier is an association of independent accounting firms. Each of the member firms is a separate and independent entity operating under the name 'BRI Ferrier' or related names.

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scheme approved  
under Professional  
Standards Legislation

A copy of the DOCA has been lodged with the Australian Securities and Investments Commission (“ASIC”) and is also available for download from the BRI Ferrier website at <http://briferrier.com.au/about-us/current-matters/greatcell-solar-limited-group>

## 2 DEED FUND

Pursuant to the DOCA, the Deed Fund will comprise of the following:

- ▲ Cash at bank in the control of the Deed Administrators;
- ▲ Any tax refunds owed to the Administrators and Deed Administrators;
- ▲ The net proceeds recovered from the NIMS (Japan) trade debtor claim;
- ▲ The proceeds from the sale of the Companies physical assets (being predominantly plant and equipment), other than certain items which are to be retained by the Companies; and
- ▲ A cash contribution of \$1.425M which is to be remitted prior to the effectuation of the DOCA.

To date, we have recovered cash at bank of \$68K, the NIMS debtor claim of \$67K (gross) and sold majority of the plant and equipment. The net recovery from the sale of physical assets is yet to be determined.

**The fundamental requirement for the DOCA is that the Otsana Syndicate successfully raise capital of between \$2M and \$7M, which will be used to fund the DOCA contribution. We understand that the Otsana Syndicate has advanced the recapitalisation process and appear to be on track to satisfying the conditions of the DOCA. Should any parties have any enquiries, please visit their website at [gslrescuegroup.com](http://gslrescuegroup.com).**

## 3 TRADING & CONTROL OF THE COMPANIES

As you are aware, the Companies effectively ceased to trade upon our appointment. However, certain costs were incurred as we sought to preserve the Companies’ assets during this restructure. We note that these costs have largely been discharged, with the remaining liabilities to be discharged in due course from the Deed Fund.

To assist in this regard, we request that any suppliers or service providers with approved costs incurred during the period 10 December 2018 to 12 April 2019 to render final invoices to our office by no later than **close of business, Friday 31 May 2019**.

We note that pursuant to the terms of the DOCA, the control of the Companies and its affairs will remain with the Deed Administrators during the DOCA period and the Otsana Syndicate will fund the ongoing costs to retain the Required Assets and the Companies’ records.

## 4 DECLARATION OF INDEPENDENCE, RELEVANT RELATIONSHIPS AND INDEMNITIES

A Declaration of Independence, Relevant Relationships and Indemnities (“DIRRI”) pursuant to Section 436DA of the Act was enclosed in the First Report to Creditors dated 12 December 2018.

Pursuant to the terms of the DOCA, the Otsana Syndicate will meet the anticipated trading expenses and costs of the Administration process. To date, GSL has received \$8K in this regard. Attached as **Annexure “2”** is a revised DIRRI dated 15 May 2019, which has been lodged with ASIC and will be tabled at the next meeting of creditors. There has been no further changes to the DIRRI.

## 5 NEXT STEPS IN THE DOCA

The following tasks will need to be attended to in order to effectuate the DOCA and enter into the Greatcell Creditors’ Trust:

- ▲ Settle all outstanding trading liabilities that have been incurred;
- ▲ Finalise the plant and equipment realisations;
- ▲ The Otsana Syndicate to get agreement from the ASX, for GSL to be reinstated to trading status post recapitalisation;
- ▲ The Otsana Syndicate to complete a capital raise for GSL of between \$2M to \$7M;
- ▲ Shareholders’ approval to consolidate existing shares on a 10 for 1 basis and issue new shares subject to the capital raised;
- ▲ New directors from the Otsana Syndicate to be appointed to each of the Companies and subsequent ratification at the next available shareholders meeting;
- ▲ Recover the outstanding DOCA contributions from the Otsana Syndicate; and
- ▲ Discharge all secured creditor claims of the Companies, in particular, the Commonwealth Bank of Australia (“CBA”), New Moonie Petroleum Pty Ltd (“New Moonie”) (capped at \$400K) and St George Bank.

Once the above matters are dealt with, the Deed Fund will be applied in the following order of priority:

- 1) The costs of the Voluntary Administrators, Deed Administrators and Trustees;
- 2) The secured debts owed to the CBA, New Moonie to the extent of \$400K and St George Bank;
- 3) Admitted Priority Creditor Claims, to the extent they are not excluded from participating in the distribution;

- 4) Admitted Unsecured Creditor claims on a pari passu (pro rata) basis; and
- 5) Any surplus to be returned to GSL.

The critical aspect of the DOCA is that the capital raise is completed such that the funds are made available in the Greatcell Creditors' Trust. The latest update from the Otsana Syndicate indicates that they are on track to complete the capital raise and obtain the relevant shareholder approvals by July/August 2019, such that we anticipate that the distribution to beneficiaries (creditors) could occur in around October/November 2019. We note that the distribution process generally takes two (2) months once commenced. Beneficiaries (creditors) will be formally notified when this process commences, whereby there is a final opportunity to lodge claims. Beneficiaries (creditors) will be kept informed should the timing change or if any issues are encountered.

Based on current estimates, we anticipate that secured creditors' will be paid as required, Eligible Employee claims will be paid in full and the admitted participating Unsecured Creditors may receive a return of between 2 and 3 cents in the dollar. We note that the distribution rate may vary subject to the funds available in the Greatcell Creditors' Trust, the final adjudication of participating creditor claims and any taxation liabilities that may arise (if any) on completion of the outstanding returns.

To expedite the dividend process, we encourage all creditors who have not already done so, to promptly submit to our office a Formal Proof of Debt Form for their claims against the Companies. Attached as **Annexure "3"** is a Form 535 for creditors' completion.

The Greatcell Creditors' Trust will terminate following the payment of the final distribution to Beneficiaries.

Should you have any queries, please contact Ms Kira Yu or Ms Katherine La of this office by phone on (02) 8263 2300.

Yours faithfully

**GREATCELL SOLAR LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT)**  
**GREATCELL SOLAR INDUSTRIES PTY LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT)**



**PETER KREJCI**

Joint and Several Deed Administrator

Encl.

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The logo for BRI Ferrier features the company name in white, bold, sans-serif font on a dark grey rectangular background. A green diagonal line runs from the bottom right corner of the grey rectangle to the right edge of the logo, where it meets a green triangle.

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**Greatcell Solar Limited**  
**ACN 111 723 883**

**Greatcell Solar Industries Pty Ltd**  
**ACN 083 102 498**

**(Both Subject to Deed of  
Company Arrangement)**

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**Annexure "1"**  
**Form 509E – Notice to Creditors of  
Execution of Deed of Company  
Arrangement**

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FORM 509E

Paragraph 450B(a)

CORPORATIONS ACT 2001

NOTICE TO CREDITORS OF EXECUTION OF A DEED OF  
COMPANY ARRANGEMENT

GREATCELL SOLAR LIMITED (SUBJECT TO A DEED OF COMPANY ARRANGEMENT)  
FORMERLY KNOWN AS "DYESOL LIMITED"  
ACN 111 723 883

GREATCELL SOLAR INDUSTRIES PTY LTD (SUBJECT TO A DEED OF COMPANY ARRANGEMENT)  
FORMERLY KNOWN AS "DYESOL INDUSTRIES PTY LTD"  
ACN 083 102 498

(Collectively "the Companies")

TO CREDITORS OF THE COMPANIES

- ▲ Notice is given under Section 450B that the Companies executed a Deed of Company Arrangement on 12 April 2019.
- ▲ A copy of the Deed may be inspected at the offices of BRI Ferrier, Level 30, Australia Square, 264 George Street, Sydney NSW 2000.

DATED this 17<sup>th</sup> day of May 2019.

  
PETER KREJCI  
JOINT AND SEVERAL DEED ADMINISTRATOR

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**BRI Ferrier**

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**Greatcell Solar Limited**  
**ACN 111 723 883**

**Greatcell Solar Industries Pty Ltd**  
**ACN 083 102 498**

**(Both Subject to Deed of  
Company Arrangement)**

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**Annexure "2"**  
**Revised Declaration of  
Independence, Relevant  
Relationships and Indemnities**

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# Declaration of Independence, Relevant Relationships and Indemnities

## **GREATCELL SOLAR LIMITED**

(SUBJECT TO DEED OF COMPANY ARRANGEMENT)

FORMERLY KNOWN AS "DYESOL LIMITED"

ACN 111 723 883 ("GSL")

## **GREATCELL SOLAR INDUSTRIES PTY LTD**

(SUBJECT TO DEED OF COMPANY ARRANGEMENT)

FORMERLY KNOWN AS "DYESOL INDUSTRIES PTY LTD"

ACN 083 102 498 ("GSI")

(Collectively "the Companies")

17 May 2019

Peter Krejci and Andrew Cummins  
Joint & Several Deed Administrators

BRI Ferrier (NSW) Pty Ltd ABN 97 128 947 848  
Level 30, Australia Square, 264 George Street, Sydney NSW 2000  
GPO Box 7079, Sydney NSW 2001  
Phone (02) 8263 2300  
Facsimile (02) 8263 2399  
Email: [info@briferriernsw.com.au](mailto:info@briferriernsw.com.au)  
Website: [www.briferrier.com.au](http://www.briferrier.com.au)

**BRI Ferrier**

**This is a revision to the Declaration of Independence, Relevant Relationships and Indemnities (“DIRRI”) dated 12 December 2018, prepared following a Deed of Company Arrangement between Greatcell Solar Limited, Greatcell Solar Industries Pty Ltd, the Deed Administrators of the Companies, Otsana Pty Ltd and GSL Rescue Group Pty Ltd entered into on 12 April 2019.**

This document requires the Practitioners appointed to an insolvent entity to make declarations as to:

- A. their independence generally;
- B. relationships, including:
  - i the circumstances of the appointment;
  - ii any relationships with the Insolvent and others within the previous 24 months;
  - iii any prior professional services for the Insolvent within the previous 24 months;
  - iv. any other relationships to declare; and
- C. any indemnities given, or up-front payments made, to the Practitioner.

This declaration is made in respect of ourselves, our partners, BRI Ferrier (NSW) Pty Ltd and the other members of the BRI Ferrier network across Australia.

## **A. INDEPENDENCE**

We, Peter Krejci and Andrew Cummins, of BRI Ferrier (NSW) Pty Ltd, have undertaken a proper assessment of the risks to our independence prior to accepting these appointments as Joint and Several Administrators of Greatcell Solar Limited (“GSL”) and Greatcell Solar Industries Pty Ltd (“GSI”) (All Administrators Appointed) (collectively “the Companies”) in accordance with the law and applicable professional standards.

This assessment identified no real or potential risks to our independence. We are not aware of any reasons that would prevent us from accepting this appointment.

## **B. DECLARATION OF RELATIONSHIPS**

### **I. CIRCUMSTANCES OF APPOINTMENT**

This appointment was referred by Mr Richard Caldwell, a Director of the Companies, to Mr Martin Green, a consultant and former partner of this firm. Mr Green had previously dealt with Mr Caldwell around 10 years ago in respect of a capital raising for the AJ Lucas group which Mr Green was a Director. We believe that this referral does not result in a conflict of interest or duty because:

- ▶ We have not been referred other matters from Mr Caldwell prior to our appointment to these Companies.
- ▶ We have not received or paid any benefit to Mr Caldwell in respect of this referral.

We have had the following communication and meetings in the lead up to this appointment:

- ▶ On 12 September 2018, Mr Caldwell was reintroduced to Martin Green in an email by a mutual friend. Mr Caldwell requested a meeting with Mr Green to discuss the GSL Group.
- ▶ On 13 September 2018, Mr Green met with Mr Caldwell and Mr Ian Richard, in which they discussed the financial position of the GSL group, options available including Safe Harbor and the legal framework for Voluntary Administration;
- ▶ On 4 December 2018, Mr Caldwell had an email exchange with Mr Green in which we he indicated that the directors were looking to proceed with the Voluntary Administration;
- ▶ On 5 December 2018, Mr Krejci had a brief telephone discussion with Mr Caldwell to arrange a further meeting to discuss the process of the proposed Voluntary Administration;
- ▶ On 6 December 2018, Mr Krejci and Mr John Keenan had a telephone discussion with Mr Caldwell regarding the Company's financial position, its operations, the acute cashflow difficulties and the process involved with a Voluntary Administration. Mr Caldwell requested our consent to act as Administrators and that we arrange a further meeting on Monday, 10 December 2018 at the Companies offices to commence the voluntary administration process. There was an email exchange providing the pro-forma appointment documentation and basic information about the Companies affairs and group structure; and
- ▶ On 10 December 2018, the Directors of each of the Companies appointed us as Joint and Several Voluntary Administrators.

Neither of us, nor our firm have received any remuneration for the abovementioned correspondence and advice.

In our opinion, these meetings and communication do not impede our independence for the following reasons:

- ▶ The Courts and the Australian Restructuring Insolvency and Turnaround Association's ("ARITA") Code of Professional Practice ("COPP") specifically recognise the need for practitioners to provide advice on the insolvency practice and the options available and do not consider that such advice results in a conflict or is an impediment to accepting the appointment.
- ▶ The nature of discussions with the Directors' representatives are such that it would not be subject to review and challenge during the course of the Voluntary Administration; and
- ▶ The pre-appointment information provided by us will not influence our ability to fully comply with the statutory and fiduciary obligations associated with the administration of the Company in an objective and impartial manner; and

- The Directors obtained their own advice regarding the financial position of the Company.

We have provided no other information or advice to the Company, its Directors or advisors prior to our appointment beyond that which we have outlined in the DIRRI.

## II. RELEVANT RELATIONSHIPS (EXCLUDING PROFESSIONAL SERVICES TO THE INSOLVENT)

Neither of us, nor our firm, have, or have had within the preceding 24 months, any relationships with the Company, an associate of the Company, a former insolvency practitioner appointed to the Company or any person or entity that has a charge on the whole or substantially whole of the Company’s property except as disclosed as follows:

Name	Nature of relationship	Reasons why not an Impediment or Conflict
The Australian Taxation Office (“ATO”) / Deputy Commissioner of Taxation	Principals and Directors of BRI Ferrier around Australia, were, until its expiration at the end of 2014, members of a panel of Official Liquidators established by the ATO and accepted appointments by Australian Courts initiated by the Deputy Commissioner. These Official Liquidators have undertaken to the ATO to accept appointments as Liquidator appointed by a Court under the Corporations Act where the ATO is the applicant creditor, whether the company has assets or not. BRI Ferrier is likely to seek inclusion in any comparable panel should one be established in future.	The ATO is a sophisticated statutory creditor and is administratively bound to act as a Model Litigant. In our experience the ATO does not seek to exert improper pressure on insolvency practitioners in connection with the discharge of their duties to creditors generally. Membership of the panel was not conditional upon any preference or benefit being conferred upon the ATO.

Name	Nature of relationship	Reasons why not an Impediment or Conflict
<p>Greatcell Solar Ltd / Greatcell Solar Industries Pty Ltd / Greatcell Solar Australia Pty Ltd</p>	<p>We were appointed Joint and Several Voluntary Administrators on the same day for each of these related entities.</p>	<p>We believe that this relationship does not result in a conflict of interest or duty because:</p> <ul style="list-style-type: none"> <li>▶ At the time of our appointment, we are not aware of any conflicts between the Companies. Should a conflict arise, we will keep creditors informed and take appropriate action to resolve the conflict.</li> <li>▶ We are aware that there are loans between the Companies, however, this is common for related entities and not the subject of dispute.</li> <li>▶ Appointment to group and/or related parties are allowed under the COPP and should generate efficiencies in conducting the appointment.</li> <li>▶ The affairs of the Companies are closely linked given the group operation, and therefore the appointment to multiple entities will assist in seeking to maximise the outcomes for creditors.</li> <li>▶ The role undertaken by us as Joint and Several Voluntary Administrators of GSL, GSA and GSI will not influence our ability to fully comply with the statutory and fiduciary obligations associated the administration of the Companies in an objective and impartial manner.</li> </ul>

We have outlined our reasoning why, in our opinion, there is no impediment to us in accepting this appointment.

### III. PRIOR PROFESSIONAL SERVICES TO THE INSOLVENT

Neither we, nor our Firm, have, or have had within the preceding 24 months, provided any professional services to the Company, an associate of the Company, a former insolvency practitioner appointed to the Company or any person or entity that has a charge on the whole or substantially the whole of the Company’s property in the previous 24 months.

### IV. OTHER RELEVANT RELATIONSHIPS TO DISCLOSE

There are no other known relevant relationships, including personal, business and professional relationships, from the previous 24 months, with the Company, an associate of the Company, a former insolvency practitioner appointed to the Company or any person or entity that has a charge on the whole or substantially the whole of the Company’s property other than disclosed in this DIRRI that should be disclosed.

## C. INDEMNITIES AND UP-FRONT PAYMENTS

We have been provided with the following indemnity for the conduct of this administration:

From	Relationship with the Company	Nature of Indemnity
Otsana Pty Ltd / GSL Rescue Group Pty Ltd	Deed Proponent	<p>Otsana Pty Ltd and GSL Rescue Group Pty Ltd have provided an indemnity to cover ongoing costs (of which up to \$50,000 is to be deducted from the DOCA contribution) to retain the Required Assets and the Companies’ records. To date \$8,622 has been paid to GSL pursuant to the Deed of Company Arrangement (“DOCA”) entered into on 12 April 2019. The funding can be drawn upon as needed to cover any claims against the Companies and the Deed Administrators during the DOCA period.</p> <p>The Deed Proponent acknowledged that Administrators/Deed Administrators actions will not be influenced by the indemnity, and therefore, the indemnity will not influence the conduct or outcome of the administration process.</p>

This indemnity is unconditional and will not affect our ability to conduct the administration in accordance with our statutory responsibilities.

This indemnity is in addition to our statutory indemnities.

Dated: 17 May 2019



.....  
**Peter Krejci**  
**Joint and Several Deed Administrator**



.....  
**Andrew Cummins**  
**Joint and Several Deed Administrator**

**Notes:**

- 1 If circumstances change, or new information is identified, we are required under the Corporations Act 2001 and the ARITA Code of Professional Practice to update this Declaration and provide a copy to creditors with our next communication as well as table a copy of any replacement declaration at the next meeting of the insolvent's creditors.
- 2 Pursuant to Section 506A(5) of the Corporations Act 2001 we are required to make a replacement declaration of relevant relationships if:-
  - (a) The declaration becomes out-of-date; or
  - (b) The Liquidators becomes aware of an error in the declaration.

We are also required to table a copy of any replacement declaration at the next meeting of the company's creditors.

- 3 Any relationships, indemnities or up-front payments disclosed in the DIRRI must not be such that the Practitioners are no longer independent. The purpose of components B and C of the DIRRI is to disclose relationships that, while they do not result in the Practitioners having a conflict of interest or duty, ensure that creditors are aware of those relationships and understand why the Practitioners nevertheless remains independent.

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**BRI Ferrier**

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**Greatcell Solar Limited**  
**ACN 111 723 883**

**Greatcell Solar Industries Pty Ltd**  
**ACN 083 102 498**

**(Both Subject to Deed of  
Company Arrangement)**

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**Annexure "3"**  
**Formal Proof of Debt Form**

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FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Deed Administrators of: (please tick one)

- Greatcell Solar Limited  
 Greatcell Solar Industries Pty Ltd

1. This is to state that the company was, on 10 December 2018 <sup>(1)</sup> and still is, justly and truly indebted to<sup>(2)</sup> (full name):

.....  
('Creditor')

.....  
of (full address)

for \$ ..... dollars and ..... cents.

Particulars of the debt are:

Date	Consideration <sup>(3)</sup> state how the debt arose	Amount \$	GST included \$	Remarks <sup>(4)</sup> include details of voucher substantiating payment

2. To my knowledge or belief the creditor has not, nor has any person by the creditor's order, had or received any manner of satisfaction or security for the sum or any part of it except for the following: .....

Insert particulars of all securities held. Where the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, specify them in a schedule in the following form:

Date	Drawer	Acceptor	Amount \$ c	Due Date

- I am **not** a related creditor of the Company <sup>(5)</sup>  
 I am a related creditor of the Company <sup>(5)</sup>  
relationship: .....

3A.<sup>(6)\*</sup> I am employed by the creditor and authorised in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

3B.<sup>(6)\*</sup> I am the creditor's agent authorised to make this statement in writing. I know that the debt was incurred and for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

DATED this ..... day of ..... 2019

Signature of Signatory .....

NAME IN BLOCK LETTERS .....

Occupation .....

Address .....

**See Directions overleaf for the completion of this form**

OFFICE USE ONLY

POD No:		ADMIT (Voting / Dividend) - Ordinary	\$
Date Received:	/ /	ADMIT (Voting / Dividend) - Preferential	\$
Entered into CORE IPS:		Reject (Voting / Dividend)	\$
Amount per CRA/RATA	\$	Object or H/Over for Consideration	\$
<b>Reason for Admitting / Rejection</b>			
PREP BY/AUTHORISED		<b>TOTAL PROOF</b>	\$
DATE AUTHORISED	/ /		

### Proof of Debt Form Directions

- \* Strike out whichever is inapplicable.
- (1) Insert date of Court Order in winding up by the Court, or date of resolution to wind up, if a voluntary winding up.
- (2) Insert full name and address (including ABN) of the creditor and, if applicable, the creditor's partners. If prepared by an employee or agent of the creditor, also insert a description of the occupation of the creditor.
- (3) Under "Consideration" state how the debt arose, for example "goods sold and delivered to the company between the dates of .....", "moneys advanced in respect of the Bill of Exchange".
- (4) Under "Remarks" include details of vouchers substantiating payment.
- (5) Related Party / Entity: Director, relative of Director, related company, beneficiary of a related trust.
- (6) If the Creditor is a natural person and this proof is made by the Creditor personally. In other cases, if, for example, you are the director of a corporate Creditor or the solicitor or accountant of the Creditor, you sign this form as the Creditor's authorised agent (delete item 3A). If you are an authorised employee of the Creditor (credit manager etc), delete item 3B.

### Annexures

- A. If space provided for a particular purpose in a form is insufficient to contain all the required information in relation to a particular item, the information must be set out in an annexure.
- B. An annexure to a form must:
  - (a) have an identifying mark;
  - (b) and be endorsed with the words:
    - i) "This is the annexure of *(insert number of pages)* pages marked *(insert an identifying mark)* referred to in the *(insert description of form)* signed by me/us and dated *(insert date of signing)*; and
  - (c) be signed by each person signing the form to which the document is annexed.
- C. The pages in an annexure must be numbered consecutively.
- D. If a form has a document annexed the following particulars of the annexure must be written on the form:
  - (a) the identifying mark; and
  - (b) the number of pages.
- E. A reference to an annexure includes a document that is with a form.