



## **Fusion Farming Pty Ltd (In Liquidation)**

**ACN 633 367 790**

**(Fusion Farming)**

### **Circular to Creditors**

I refer to my report to creditors dated 15 September 2021 regarding the appointment of Jamie Harris and I as Liquidators of Fusion Farming on 16 June 2021.

This circular provides you with a further update regarding the liquidation and information about a meeting of creditors, at which a resolution will be proposed to authorise the liquidators to compromise a debt owed to Fusion Farming.

For completeness, the liquidators confirm the information and comments in this Circular are without prejudice to any and all of Fusion Farming's rights. Although the Liquidators have agreed in principle (and on a without prejudice basis) to settle the claims between the relevant parties as set out in this Circular (subject to creditor approval) a formal Deed of Settlement has not yet been finalised nor signed by the parties. If such a Deed is not ultimately agreed and signed, or if it is not complied with, or if creditors do not agree to the compromise set out in this circular, all of Fusion Farming's rights are expressly reserved. The information in this circular is provided to creditors to assist them to form a view whether to support the compromise, but it is provided without prejudice to any and all of Fusion Farming's rights.

#### **1 Update**

##### *1.1 Purpose of Meeting of Creditors*

In our Statutory Report to creditors dated 15 September 2021 we advised creditors that Fusion Farming's records indicated two debtors owed Fusion Farming a combined amount of \$333,979.78. Those two debtors are Toplink Holdings Australia Pty Ltd (**Toplink**) for \$304,784.20 and JM Agriculture Pty Ltd (**JM Agriculture**) for \$29,195.58. A director of Toplink and JM Agriculture is also a director of Fusion Farming.

The Liquidators have undertaken significant negotiations with each of Toplink and JM Agriculture (through the solicitor for those parties) regarding the outstanding amounts. During the course of those negotiations, Toplink and JM Agriculture raised a number of queries, objections and counterclaims. This required the liquidators to conduct further searches for records and information to properly respond to the matters raised by Toplink and JM Agriculture.

The Liquidators consider that certain of the matters raised by Toplink and JM Agriculture may be appropriate to compromise the claims. Further, some of the counterclaims raised by Toplink and JM Agriculture are also supported by information and evidence we have gathered and reviewed. Other objections could not be sustained.

Further negotiations may result in additional matters being raised and dealt with, however, that would come at a cost to all parties, and in turn, a cost to creditors of Fusion Farming. Accordingly, the liquidators propose to conclude these detailed negotiations (subject to creditor approval) by settling all amounts owed between Fusion Farming on the one hand and Toplink and JM Agriculture on the other hand for \$267,093.22. That is, a compromise (or reduction of the amount shown in the Fusion Farming records) of \$68,886.56.

Pursuant to section 477(2A) of the *Corporations Act 2001 (Cth)*, the Liquidators require creditor approval to compromise any debt that exceeds \$100,000. Accordingly, the purpose of the Meeting of Creditors is to seek creditor approval for the proposed settlement.

Further information regarding the amounts owed between the entities is set out below.

##### *1.2 Work undertaken*

In negotiating the settlement offer, the Liquidators have invested significant time in the following:



- considered the validity and reasonableness of various objections and counterclaims raised by Toplink and JM Agriculture;
- detailed review of Fusion Farming's books and records to obtain and provide supporting documents for invoices issued by Fusion Farming to each of Toplink and JM Agriculture, and to consider the validity of invoices issued by Toplink to Fusion Farming;
- considered and responded to a series of other objections and queries raised by Toplink and JM Agriculture; and
- corresponded with former employees and consultants of Fusion Farming regarding the invoices issued between the parties, and to obtain details to support the validity of goods and services provided by Fusion Farming to Toplink and JM Agriculture.

### 1.3 Calculation of settlement amount

The compromised amount relates to certain Toplink invoices only, as well as offsetting amounts invoiced by Toplink to Fusion Farming. Amounts owed by JM Agriculture are proposed to be collected in full, and therefore are not compromised. However, as a result of the Toplink and JM Agriculture debts being negotiated simultaneously, the Settlement Deed will deal with all of the matters in combination. The below summary sets out details of the debts owed between the parties to the proposed settlement and the relevant compromise:

Summary of settlement amounts					
Company	Invoice number	Sale item	Sum of invoices (\$ (including GST)	Settlement (\$ (including GST)	Proposed settlement comment
JM Agriculture	51	Supply of craylings	5,387.72	5,387.72	n.a
JM Agriculture	53	Supply of craylings	10,366.46	10,366.46	n.a
Toplink	54	30k litre redclaw holding	42,504.00	42,504.00	n.a
Toplink	55	Third-party consulting services	17,160.00	14,410.00	Third-party invoices passed on at cost without 20% mark-up
Toplink	56	Supply of craylings	41,270.63	41,270.63	n.a
JM Agriculture	58	Supply of craylings	13,441.40	13,441.40	n.a
Toplink	59	Stage 1 and Stage 2 (IPO preparation)	176,059.77	122,259.81	Reduced payment on material to complete Stage 1 and to forgo the 20% mark-up
Toplink	60	Supply of craylings	11,450.67	11,450.67	n.a
Toplink	61	Supply of craylings	13,281.35	13,281.35	n.a
Toplink	62	Supply of craylings	3,057.78	3,057.78	n.a
<b>Total</b>			<b>333,979.78</b>	<b>277,429.82</b>	
Set off for various invoices			(10,337.60)	(10,336.60)	
<b>Total after offset</b>			<b>323,642.18</b>	<b>267,093.22</b>	

#### 1.3.1 Invoice 55 (refer to table at section 1.3)

Invoice 55 relates to the engagement of a third party by Fusion Farming to provide services to Toplink. The third party invoices were then on-charged to Toplink with a 20% mark-up. Toplink asserts no mark-up should be payable, however, there is evidence that certain invoices were previously issued with a mark-up and were paid.

The Liquidators have agreed (subject to creditor approval) to forgo the 20% mark-up on invoice 55 to avoid further costs in the liquidation being incurred through further negotiations.

#### 1.3.2 Invoice 59 (refer to table at section 1.3)

The Liquidators have agreed (subject to creditor approval) to compromise invoice 59 by \$53,799.96. This amount is made-up of the following:

- \$23,031.00 (including GST), which the Liquidators' investigations indicate relates to materials incorrectly charged to Toplink; and



- \$30,768.96 (including GST) relating to a mark-up of the invoice, which the Liquidators have agreed to forgo in the interests of avoiding further costs in the liquidation associated with further negotiations, for the same reasons as set out above in relation to invoice 55.

### 1.3.3 Set-off for various invoices

Toplink issued a number of invoices to Fusion Farming for goods and services. The liquidators consider that certain of those invoices are valid claims and can potentially be set off against the amounts owed by Toplink to Fusion Farming. However, in the Liquidators' view, other invoices ought not be agreed to.

In order to draw negotiations to a close, the Liquidators propose that invoices totalling \$10,336.60 be set off against the amount owed by Toplink to Fusion Farming.

## 2 Circumstances if agreement not carried into effect

If the Deed of Settlement is not effectuated by the full and final payment of \$267,093.22 to Fusion Farming by Toplink and JM Agriculture, the Liquidators may be required to cause Fusion Farming to pursue Toplink and JM Agriculture for the unpaid amounts, up to the full (uncompromised) amount of the outstanding invoices referred to in the table at section 1.3.

To enable that option to be pursued in those circumstances, the Liquidators propose a further resolution at the upcoming meeting of creditors that they be authorised to enter into an agreement that may extend for more than three months. For example, to engage solicitors to pursue the debts. The Liquidators required creditor approval pursuant to section 477(2B) of the Corporations Act to enter into such an agreement.

## 3 Meeting of creditors

A meeting of creditors will be held as follows:

Date: 14 October 2021  
Time: 10:00 AM AEST  
Address: Virtual meeting only

The meeting will be held virtually using online video conferencing. The online video conference can be joined from a computer (preferred) or telephone. Questions can be typed or asked verbally during the meeting. Voting will be conducted by taking a poll by an electronic survey accessible by computer or mobile device.

Please confirm whether you wish to attend the meeting, prior to **5:00 PM AEST on Tuesday, 12 October 2021**, by contacting Thomas Auer by email (tauer@mcgrathnicol.com) or telephone ((07) 3333 9803). You will then be provided with detailed instructions on how to participate in the virtual meeting.

The purpose of this meeting is to consider and, if thought fit, resolve to:

- approve the settlement amount of \$267,093.22 in full and final satisfaction of all amounts owed between Fusion Farming, Toplink and JM Agriculture; and
- authorise the Liquidators to enter into an agreement on behalf of Fusion Farming involving a term or obligations extending for more than three month.

I enclose a notice of meeting. To participate in this meeting, you must submit a proof of debt to substantiate your claim. **If you have already lodged a proof of debt, you are not required to do so again unless there is information you would like to update.** If the creditor is a person and will attend the meeting, this is all that is required. However, if the creditor is another type of entity (such as a company), they must also appoint a person – a "proxy" or person authorised under a power of attorney – to vote on behalf of the creditor at the meeting. A proxy should also be appointed if the creditor is a person, but is not available to attend the meeting.

You can appoint the chairperson of the meeting as your proxy and direct the chairperson how you wish your vote to be cast. If you choose to do this, the chairperson must cast your vote as directed.

A proof of debt and proxy form are enclosed, together with guidance notes to assist you should you need to complete them. Your completed proof of debt and, if applicable, proxy form must be returned to Thomas Auer by



post or by email to [tauer@mcgrathnicol.com](mailto:tauer@mcgrathnicol.com) by **5:00 PM AEST on Tuesday, 12 October 2021**. Email communication is preferred. If you are using the post to return your forms, please ensure you use the 'express post' option.

I also enclose general information for attending and voting at meetings of creditors.

#### **4 What you should do next**

You should:

- read the enclosed information;
- decide whether you are going to participate in the meeting; and if so
- confirm your intention to participate by contacting Thomas Auer by email ([tauer@mcgrathnicol.com](mailto:tauer@mcgrathnicol.com)) or telephone ((07) 3333 9803) by **5:00 PM AEST on Tuesday, 12 October 2021**; and
- complete and return your proof of debt and proxy form (if required) by **5:00 PM AEST on Tuesday, 12 October 2021**.

If you have any queries, please contact Thomas Auer on (07) 3333 9803. For further information about this engagement, please refer to the website [www.mcgrathnicol.com/creditors](http://www.mcgrathnicol.com/creditors).

Dated: 27 September 2021

A handwritten signature in black ink, appearing to read 'Anthony Connelly'.

Anthony Connelly  
*Joint & Several Liquidator*

Enclosures:

- 1 Notice of Meeting
- 2 Proof of Debt Form (Form 535)
- 3 Proof of Debt Guidance Notes
- 4 Proxy Form
- 5 Proxy Form Guidance Notes
- 6 General information for attending and voting at meeting of creditors



## Notice of Meeting

**Fusion Farming Pty Ltd (In Liquidation)**  
**ACN 633 367 790**

### **NOTICE OF MEETING OF CREDITORS OF COMPANY UNDER EXTERNAL ADMINISTRATION**

- 1 Notice is now given that a meeting of the creditors of the company will be held virtually on **Thursday, 14 October 2021 at 10:00 AM AEST.**
- 2 The meeting will be held virtually using online video conferencing. The online video conference can be joined from a computer (preferred) or telephone. Questions can be typed or asked verbally during the meeting. Voting will be conducted by taking a poll by an electronic survey accessible by computer or mobile device.
- 3 Should you wish to attend, or nominate someone to attend by proxy or attorney on your behalf, contact Thomas Auer by email (tauer@mcgrathnicol.com) or telephone ((07) 3333 9803) and you will be provided with detailed instructions on how to participate in the meeting.
- 4 The purpose of the meeting is to consider and, if thought fit, resolve to approve the settlement amount of \$267,093.22 in full and final satisfaction of all amounts owed between Fusion Farming, Toplink and JM Agriculture. Further, creditors will be asked to authorise the Liquidators to enter into an agreement on behalf of Fusion Farming involving a term or obligations extending for more than three months.
- 5 The effect of Insolvency Practice Rules (Corporations) section 75-85 (entitlement to vote as creditor at meetings of creditors) is:
  - a. A person other than a creditor (or the creditor's proxy or attorney) is not entitled to vote at a meeting of creditors.
  - b. Subject to subsections (c), (d) and (e), each creditor is entitled to vote and has one vote.
  - c. A person is not entitled to vote as a creditor at a meeting of creditors unless:
    - i. his or her debt or claim has been admitted wholly or in part by the external administrator; or
    - ii. he or she has lodged, with the person presiding at the meeting, or with the person named in the notice convening the meeting as the person who may receive particulars of the debt or claim:
      - those particulars; or
      - if required—a formal proof of the debt or claim.
  - d. A creditor must not vote in respect of:
    - i. an unliquidated debt; or
    - ii. a contingent debt; or
    - iii. an unliquidated or a contingent claim; or
    - iv. a debt the value of which is not established;unless a just estimate of its value has been made.



- e. A creditor must not vote in respect of a debt or a claim on or secured by a bill of exchange, a promissory note or any other negotiable instrument or security held by the creditor unless he or she is willing to do the following:
  - i. treat the liability to him or her on the instrument or security of a person covered by subsection (f) as a security in his or her hands;
  - ii. estimate its value;
  - iii. for the purposes of voting (but not for the purposes of dividend), to deduct it from his or her debt or claim.
- f. A person is covered by this subsection if:
  - i. the person's liability is a debt or a claim on, or secured by, a bill of exchange, a promissory note or any other negotiable instrument or security held by the creditor; and
  - ii. the person is either liable to the company directly, or may be liable to the company on the default of another person with respect to the liability; and
  - iii. the person is not an insolvent under administration or a person against whom a winding up order is in force.

6 Proofs of debt and proxies must be submitted by **5:00 PM AEST on Tuesday, 12 October 2021**.

Dated: 27 September 2021

A handwritten signature in black ink, appearing to read 'Anthony Connelly'.

Anthony Connelly  
*Liquidator*

McGrathNicol  
GPO Box 9986  
Brisbane QLD 4001  
+61 7 3333 9800

**FORM 535**

FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

Fusion Farming Pty Ltd  
 (In Liquidation)  
 ACN 633 367 790  
 "the Company"

To the Liquidator/Administrator of the Company

1. This is to state that the Company was on 16 June 2021 \_\_\_\_\_, and still is, justly and truly indebted to:  
 \_\_\_\_\_ (name of creditor)  
 of \_\_\_\_\_ (address of creditor)  
 for \$ \_\_\_\_\_ and \_\_\_\_\_ cents (GST inclusive) GST amount \_\_\_\_\_

Date	Consideration (state how the Debt arose)	Amount \$ c	Remarks (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 satisfaction or security for the sum or any part of it except for the following: *(insert particulars of all securities held. If the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, show them in a schedule in the following form).*

Date	Drawer	Acceptor	Amount \$c	Due Date

3. Select which of the below applies (choose one):

- |  |  |
|--|--|
| <input type="checkbox"/> The creditor is a company and I am signing as a director of the company   | <input type="checkbox"/> The creditor is a partnership and I am signing as a partner of the partnership  |
| <input type="checkbox"/> The creditor is a company and I am signing as an authorised representative/duly constituted attorney of the company | <input type="checkbox"/> I am signing in my personal capacity as a member or contributory of the Company |
| <input type="checkbox"/> I am an individual and I am signing in my personal capacity (which includes employees)                              | <input type="checkbox"/> Other: _____  |
| <input type="checkbox"/> The creditor is a sole trader and I am signing as the proprietor  |  |

4. If you are a related party, state your relationship \_\_\_\_\_

5. Is this debt claimed on the basis of an assignment? Yes  No

If so, what consideration was paid for the debt? \_\_\_\_\_

This debt was incurred for the consideration stated and the debt, to the best of my knowledge and belief, remains unpaid and unsatisfied.

Signature ..... Dated .....

Name: \_\_\_\_\_

Address: \_\_\_\_\_



## **Proof of Debt Guidance Notes**

(Please read carefully before filling in Form 535 or Form 536)

It is a creditor's responsibility to prove their claim to our satisfaction.

When lodging claims, creditors must ensure:

- the proof of debt form is properly completed in every particular; and
- evidence, as set out under "Information to support your claim", is attached to the Form 535 or Form 536.

### **Directions for completion of a Proof of Debt**

- 1 Insert the full name and address of the creditor.
- 2 Under "Consideration" state how the debt arose, for example "goods sold to the company on \_\_\_\_\_".
- 3 Under "Remarks" include details of any documents that substantiate the debt (refer to the section "Information to support your claim" below for further information).
- 4 Where the space provided for a particular purpose is insufficient to contain all the information required for a particular item, please attach additional information.

### **Information to support your claim**

Please note that unless you provide evidence to support the existence of the debt, your debt is not likely to be accepted. Detailed below are some examples of debts creditors may claim and a suggested list of documents that should accompany a proof of debt to substantiate the debt.

#### **Trade Creditors**

- Invoice(s) and statement(s) showing the amount of the debt; and
- Advice(s) to pay outstanding invoice(s) (optional).

#### **Guarantees/Indemnities**

- Executed guarantee/indemnity;
- Notice of Demand served on the guarantor; and
- Calculation of the amount outstanding under the guarantee.

#### **Judgment Debt**

- Copy of the judgment; and
- Documents/details to support the underlying debt as per other categories.

#### **Deficiencies on Secured Debt**

- Security Documents (eg. mortgage);
- Independent valuation of the secured portion of the debt (if not yet realised) or the basis of the creditor's estimated value of the security;
- Calculation of the deficiency on the security; and
- Details of income earned and expenses incurred by the secured creditor in respect of the secured asset since the date of appointment.

#### **Loans (Bank and Personal)**

- Executed loan agreement; and



- Loan statements showing payments made, interest accruing and the amount outstanding as at the date of appointment.

#### **Tax Debts**

- Documentation that shows the assessment of debts, whether it is an actual debt or an estimate, and separate amounts for the primary debt and any penalties.

#### **Employee Debts**

- Basis of calculation of the debt;
- Type of Claim (eg. wages, holiday pay, etc);
- Correspondence relating to the debt being claimed; and
- Contract of Employment (if any).

#### **Leases**

- Copy of the lease; and
- Statement showing amounts outstanding under the lease, differentiating between amounts outstanding at the date of the appointment and any future monies.

PROXY FORM

Fusion Farming Pty Ltd (In Liquidation)  
ACN: 633 367 790

APPOINTMENT OF PROXY

I/We (if a firm, strike out "I" and set out the full name of the firm) \_\_\_\_\_ of  
\_\_\_\_\_ (insert address)

a creditor of **Fusion Farming Pty Ltd (In Liquidation)** appoint

\_\_\_\_\_ (insert name, address and description of the person appointed)  
or in his or her absence

\_\_\_\_\_ (insert name, address and description of the person appointed)  
as my/our (choose one):

general proxy

special proxy

to vote at the meeting of creditors to be held on Thursday, 14 October 2021 at 10:00 AM AEST or at any adjournment of that meeting.

Resolution (only complete where appointing a special proxy)	For	Against	Abstain
1 <i>"That the Liquidators are authorised pursuant to section 477(2A) of the Corporations Act to accept the amount of \$267,093.22 in full and final satisfaction of all amounts owed between Fusion Farming Pty Ltd (In Liquidation), Toplink Holdings Australia Pty Ltd and JM Agriculture Pty Ltd."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 <i>"That the Liquidators are authorised pursuant to section 477(2B) of the Corporations Act to enter any agreement on Fusion Farming Pty Ltd's (In Liquidation) behalf involving a term or obligations extending for more than three months."</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name \_\_\_\_\_

Signature \_\_\_\_\_

Select which of the below applies (choose one):

The creditor is a company and I am signing as a director of the company

The creditor is a partnership and I am signing as a partner of the partnership

The creditor is a company and I am signing as an authorised representative/duly constituted attorney of the company

I am signing in my personal capacity as a member or contributory of Fusion Farming Pty Ltd (In Liquidation)

I am an individual and I am signing in my personal capacity (which includes employees)

Other: \_\_\_\_\_

The creditor is a sole trader and I am signing as the proprietor

**Proxy forms should be completed and returned by no later than 5:00 PM AEST on Tuesday, 12 October 2021.**

RETURN TO: **Fusion Farming Pty Ltd (In Liquidation)**

C/- McGrathNicol

Address: GPO Box 9986, Brisbane QLD 4001

Phone: +61 7 3333 9800

Fax: +61 7 3333 9899

Email: tauer@mcgrathnicol.com



### **Proxy Guidance Notes**

- Insert full name and address of creditor, contributory or member on the top line.
- On the second line, insert the address of the creditor, contributory or member.
- On the next line insert the name of the person you appoint as your proxy. You may insert "the Chairperson of the meeting" if you wish.
- You may appoint an alternate proxy on the fourth line who may act if your first appointed proxy cannot attend the meeting. You may insert "the Chairperson of the meeting" if you wish.
- Make sure you select whether the proxy is a general or special proxy.
- A general proxy is where you leave it to the proxy to decide how to vote on each of the resolutions put before the meeting.
- A special proxy is where you specify how the proxy is to vote on each resolution and the proxy must vote in accordance with that instruction.
- If the proxy is a special proxy, the form must include details of each resolution and whether the proxy holder is to cast their vote in favour or against each resolution or abstain from voting.
- Date and sign the Proxy form, indicating in which capacity you are signing the form. The person signing must be authorised to do so.



**Fusion Farming Pty Ltd (In Liquidation)**  
**ACN 633 367 790**

**General Information for Attending and Voting at Meetings of Creditors**

**Time and Place of Meeting**

Pursuant to *Insolvency Practice Rules (Corporations) (IPR) 75-30*, a meeting of creditors must be convened at the time and place the Chairperson believes are convenient for the majority of creditors entitled to receive notice of the meeting.

**Quorum**

Pursuant to IPR 75-105, unless a quorum is present, a meeting must not act for any purpose other than:

- the election of a chairperson; and
- the proving of debts; and
- the adjournment of the meeting.

A quorum is present if two (2) or more persons are entitled to vote and at least two (2) persons are present at the meeting in person, by proxy or by power of attorney.

A quorum is present if only one (1) person is entitled to vote and that person is present at the meeting in person, by proxy or by power of attorney.

A person who participates in the meeting using electronic facilities is taken to be present in person at the meeting.

A meeting is sufficiently constituted if only one (1) person is present in person, if the person represents personally or by proxy or otherwise a number of persons sufficient to constitute a quorum.

**Chairperson**

Pursuant to IPR 75-50, the external administrator is appointed Chairperson of the meeting. Alternatively, pursuant to IPR 75-50 and IPR 75-152 the external administrator may appoint someone else to act as chairperson of the meeting and authorise that person to use any proxies held by the external administrator on the external administrator's behalf.

For the second meeting of creditors in a Voluntary Administration, the Administrator must chair the meeting pursuant to IPR 75-50.

**Voting**

Pursuant to IPR 75-85, creditors will not be eligible to vote at the meeting unless they have lodged particulars of their debt or claim prior to or at the meeting.

Accordingly, creditors who intend to vote at the meeting should ensure that they lodge a formal proof of debt with the external administrator prior to or at the meeting.

Pursuant to IPR 75-110, a resolution put to the meeting is to be decided on the voices or by a poll, if one is requested.

A poll may be requested by:

- the chairperson; or
- a person participating and entitled to vote at the meeting.



Pursuant to IPR 75-115, should a poll be requested:

- a resolution is passed if a majority in number and a majority in value vote in favour of the resolution; and
- a resolution is not passed if a majority in number and a majority in value vote against the proposed resolution.

In the event of a deadlock, the chairperson may exercise a casting vote. In such situations, the minutes of the meeting must specify the chairperson's reasons for exercising, or not exercising, their casting vote.

### **Proxies**

Pursuant to IPR 75-150, a person entitled to vote at a meeting may, in writing, appoint an individual as their proxy to attend and vote at the meeting on their behalf.

Accordingly, creditors who are unable to attend the meeting but who wish to be represented should ensure that a validly executed proxy form is lodged with the external administrator prior to the meeting.

### **Corporate Creditors**

Corporate creditors who wish to attend the meeting should note that an individual may only represent them if the corporation validly grants that person a proxy or power of attorney.

### **Committee of Inspection**

Pursuant to IPR 80-5, a person may only serve as a member of a Committee of Inspection if the person is:

- a creditor of the company personally; or
- the attorney of a creditor under a general power of attorney; or
- authorised in writing by a creditor; or
- a representative of the Commonwealth if a FEG claim has been, or the Commonwealth considers a claim is likely to be, made in relation to unpaid employee entitlements.

Corporate creditors who are members of a Committee of Inspection may be represented by an individual authorised in writing by the member to represent the member on the committee.