

**Ceres Sustainable Avocados
Pty Ltd
(Administrators Appointed)
(Receivers and Managers
Appointed)**

ACN 654 896 394

Initial notice to creditors

7 March 2024

Michael Fung and I were appointed Joint and Several Administrators of the Company on 5 March 2024 pursuant to Section 436A of the Corporations Act 2001 (the Act).

Justin Walsh and Stewart McCallum of Ernst & Young were appointed as Receivers and Managers to the assets and undertakings of the Company on 5 March 2024 by RaboBank Australia Ltd, the holder of an all present and after acquired property security interest. All inquiries regarding the assets and any ongoing trading of the business should be directed to the Receivers and Managers.

The Administrators are undertaking an urgent assessment of the Company's financial position. Proceedings against the Company or its property cannot be commenced or continued during the administration period without leave of the court.

According to the Company's records, you may be a creditor of the Company. The purpose of this report is to inform you about:

- the administration of the Company
- your rights as a creditor

Our Declaration of Independence, Relevant Relationships and Indemnities (DIRRI) is attached at **Appendix A**. The DIRRI provides details of any relevant relationships that we have, and any indemnities or upfront payments that have been provided to us. In our view, none of the relationships disclosed in the DIRRI result in any conflict of interest or duty or affect our independence.

In reviewing this Report, creditors should note:

- This Report is based upon our preliminary investigations to date. Any additional material issues that are identified subsequent to issuing this Report may be the subject of a further reports.
- The contents of this Report are based on information obtained from the Company's books and records, financial systems, representations from the director(s), key management, the Company's financial advisors and our own enquiries and investigations.
- The statements and opinions given in this Report are given in good faith and in the belief that such statements and opinions are not false or misleading.
- Neither the Joint and Several Administrators, PricewaterhouseCoopers nor any member or employee of the firm is responsible in any way whatsoever to any person in respect of any errors in this Report arising from incorrect information provided to us.
- The Joint and Several Administrators do not assume or accept any responsibility for any liability or loss sustained by any creditor or any other party as a result of the circulation, publication, reproduction or any use of the information presented in this Report.
- This Report is not for general circulation, publication, reproduction or any use other than to assist creditors in evaluating their position as creditors of the Company and must not be disclosed without the prior approval of the joint and several administrators.

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1 What is a voluntary administration?

A voluntary administration is a process initiated by the directors of a Company when they believe that the Company is, or is likely to become, insolvent. An administrator may also be appointed by a liquidator or a secured creditor. This means that the Company is unable to pay its debts or is likely to become unable to pay its debts.

A voluntary administration gives a Company an opportunity to consider its financial position and its future. Creditors will be given an opportunity to vote on the future of the Company.

2 What happens to your debt?

All creditors of the Company are now creditors in the voluntary administration. As a creditor, you have certain rights, although your debt will be dealt with in the voluntary administration.

It is important to note that a voluntary administration creates restrictions on creditors being able to enforce their rights. You generally cannot enforce your claim, recover your property, enforce your security, commence an action to place the company into liquidation or act on a personal guarantee.

Enclosed at **Appendix F** is a Proof of debt for you to complete and return to this office. The proof of debt provides information about what the company owes you. Please include relevant documents to support your claim.

3 Trading on the business and ongoing supply

Justin Walsh and Stewart McCallum of Ernst & Young were appointed as Receivers and Managers to the assets and undertakings of the Company on 5 March 2024 by RaboBank Australia Ltd, the holder of an all present and after acquired property security interest. All inquiries regarding the Company's assets and any ongoing trading of the Company's business should be directed to the Receivers and Managers. This includes if you have leased any property to the Company, have a retention of title claim or hold a Personal Property Security in relation to the Company. Please email the Receivers and Managers on CeresSustainableAvocados@au.ey.com with any inquiries relating to the Company's assets, trading of the Company's business, property leased to the Company or any security interest claims on the Company.

4 Meeting of creditors

We are required to hold two meetings.

4.1 First meeting of creditors

The first meeting of creditors will be held as follows:

Date: 15 March 2024
Time: 10:00 AM AEST
Location: By virtual meeting via video conference
Nominated address:
PricewaterhouseCoopers
Level 23, 480 Queen Street
Brisbane City QLD 4000

We enclose a Notice of meeting, Form 529A, at **Appendix B**.

The first meeting is required to be held within eight business days after the appointment of the Joint and Several Administrators. The purpose of the meeting is to provide creditors with background to the appointment and for creditors to determine whether to appoint a Committee of Inspection to assist the Joint and Several Administrators, and if so, who are to be the Committee's members.

At the meeting, creditors may also, by resolution, remove the Administrators from office and appoint replacement Administrators.

To participate in this meeting, you must submit a proof of debt and information to substantiate your claim as well as a proxy form. The proof of debt form and proxy form are enclosed at **Appendix F** and **Appendix G**. Both forms must be returned to this office by email to Declan Karklins-Wehr at declan.karklins-wehr@au.pwc.com by 4:00pm AEST on 14 March 2024. Meeting details will be provided on receipt.

Please note that it is not compulsory for you to attend the meeting and non-attendance will not affect the validity of your claim.

Committee of Inspection

At this meeting, creditors will consider whether a Committee of Inspection (COI) should be appointed. The role of a Committee of Inspection is to consult with the Joint and Several Administrators and receive reports on the conduct of the administration. A creditors' committee can also approve the Administrator's fees.

It is our opinion that a COI is not required in the current circumstances. An information sheet on the role of a COI is included at **Appendix E**.

If you wish to be a COI member or would like to nominate a member for appointment to a COI (if one is appointed), please complete the attached Nomination Form at **Appendix I** and return it to this office no later than 4.00pm (AEST) on 14 March 2024 by email to Declan Karklins-Wehr at declan.karklins-wehr@au.pwc.com.

4.2 Second meeting of creditors

As we are required to conduct an investigation into the Company's business, property, affairs and financial circumstances in order to form an opinion as to whether it would be in the best interests of creditors:

- that the administration should end (and control of the Company revert to its director(s))
- that the Company enter into a Deed of Company Arrangement or
- that the Company be wound up, i.e. placed in liquidation.

A second meeting of creditors will be held to determine the Company's future at which creditors will vote for one of the above options. The second meeting of creditors must be held by 9 April 2024 unless an extension of the convening period is sought and approved by the Court.

A notice of the second meeting will be forwarded to all known creditors of the Company in due course.

5 Remuneration of administrators

Included at **Appendix C** is our Initial Remuneration Notice. This document provides you with information about how we propose to be paid for undertaking the administration.

We will seek your approval of our remuneration at the second meeting of creditors. We will provide you with detailed information regarding our remuneration before that meeting so that you can understand what tasks we have undertaken or will be required to undertake, and the costs of those tasks.

6 Creditors electronic communication method approval form

Creditors may elect to receive future notices and documents relating to the administration of the Company by email. Should you wish to do so, please contact our office and advise Declan Karklins-Wehr at declan.karklins-wehr@au.pwc.com.

We recommend that, where possible, creditors elect to receive future notices electronically as this will facilitate the communication process and reduce the costs of the administration.

7 Your rights as a creditor

Information regarding your Creditor rights is provided in the information sheet included at **Appendix D**. This includes your right to:

- make reasonable requests for information
- give directions to us
- appoint a reviewing liquidator
- replace us as joint and several administrators

8 Where can you get more information?

You can access information on corporate insolvency that may assist you on the following websites:

- Australian Restructuring Insolvency and Turnaround Association at www.arita.com.au/creditors
- ASIC at www.asic.gov.au (search for "insolvency information sheets").

9 What should you do next?

You should now:

- read the information attached
- decide whether you will attend the first meeting, and
- complete and return your proof of debt (**Appendix F**), and if required, proxy form (**Appendix G**) by 14 March 2024
- complete and return the Nomination form – COI (**Appendix H**) for those creditors wishing to be considered as a member of the COI (if one is appointed)

DATED this 7th day of March 2024.

A handwritten signature in black ink, appearing to read 'Mahala Hazell', with a stylized flourish at the end.

Mahala Hazell
Joint and Several Administrator

Date of appointment:	5 March 2024
Contact name:	Declan Karklins-Wehr
Telephone number:	+61 449 765 410
Email:	declan.karklins-wehr@au.pwc.com

Appendices

Appendix A	Declaration of Independence, Relevant Relationships and Indemnities
Appendix B	Notice of meeting
Appendix C	Initial Remuneration Notice
Appendix D	Information sheet – Creditor rights in Voluntary Administration
Appendix E	Information sheet – Committee of Inspection
Appendix F	Proof of debt form
Appendix G	Proxy form
Appendix H	Nomination form – COI

Appendix A

Declaration of Independence, Relevant Relationships and Indemnities

Declaration of Independence, Relevant Relationships and Indemnities (DIRRI)

**Ceres Sustainable Avocados Pty Ltd (Administrators Appointed) (Receivers and Managers appointed)
ACN 654 896 394**

and

**Ceres Sustainable Citrus Pty Ltd (Administrators Appointed) (Receivers and Managers appointed)
ACN 653 706 622
(together 'the Companies')**

The purpose of this document is to assist creditors with understanding any relevant relationships that we have with parties who are closely connected to the Companies and any indemnities or upfront payments that have been provided to us. None of the relationships disclosed in this document are such that our independence is affected.

This information is provided so you have trust and confidence in our independence and, if not, you can ask for further explanation or information and can act to remove and replace us if you wish.

This declaration is made in respect of ourselves, the partners and staff of PricewaterhouseCoopers (**PwC**), and all members of the PwC global network in Australia.

We are professional members of the Australian Restructuring Insolvency and Turnaround Association (**ARITA**). We acknowledge that we are bound by the ARITA Code of Professional Practice (**CoPP**).

A. Independence

We, Mahala Hazell and Michael Fung, of PwC, 480 Queen Street, Brisbane, Queensland 4000, have assessed our independence and we are not aware of any reasons that would prevent us from accepting this appointment.

There are no other known relevant relationships, including personal, business, and professional relationships that should be disclosed beyond those we have disclosed in this document.

In the event that a potential threat to our independence arises, we will seek independent legal advice or court directions if appropriate.

In the event that this declaration needs to be updated, we will provide a replacement DIRRI in accordance with the *Corporations Act 2001* (**Act**) and the ARITA CoPP.

B. Circumstances of appointment

i. How we were referred this appointment

This appointment was referred to us by Harris Freidman Lawyers, the Companies' external legal advisor via Ashurst acting for the Companies' financier.

We believe that this referral does not result in a conflict of interest or duty because:

- Harris Freidman has not previously referred any insolvency related matters to our firm.
- Referrals from solicitors, business advisors or accountants are commonplace and do not impact on our independence in carrying out our duties as Administrators.
- Our professional relationships with Ashurst will not influence our ability to fully comply with the statutory and fiduciary obligations associated with the administration of the Companies in an objective and impartial manner.
- There is no expectation, agreement or understanding between us and Harris Freidman Lawyers or Ashurst regarding the conduct or approach towards this appointment, and any potential future referrals, and we are free to act independently and in accordance with the law and applicable professional standards.

ii. Meetings with the Company, the Company's director(s) and the Company's advisors before our appointment

Prior to our appointment, we had the following interactions with the Companies, their directors and their advisors during the period 4 March to 5 March 2024:

- On 4 March 2024, Michael Sloan of Ashurst made an email introduction of Michael Fung to Scott Freidman of Harris Freidman Lawyers for the purposes of discussing the details of an appointment of Administrators to the Companies.
- On 4 March 2024, Michael Fung emailed Scott Freidman regarding potential timing for an appointment and confirming the party to produce appointment documentation.
- On 5 March 2024, Scott Freidman emailed Michael Fung for the purposes of confirming he would facilitate the appointment of Administrators to the Companies, requesting consents to act and appointment documentation, and introducing and providing the contact details of the Companies' directors.
- On 5 March 2024, Mahala Hazell emailed Harris Freidman Lawyers and the Companies' directors a letter outlining the Administration process and the necessary documentation required to appoint Administrators to the Companies.

We did not receive any remuneration for these interactions.

In our opinion, these interactions do not affect our independence for the following reasons:

- The Courts and ARITA's CoPP specifically recognise the need for Members to provide advice on insolvency processes and the options available and do not consider that such advice results in a conflict or is an impediment to accepting the appointments.
- The nature of the advice/interaction provided to the Companies is such that it we would not expect it to be subject to review and challenge during the course of the administration.
- The pre-appointment advice/interaction will not influence our ability to be able to fully comply with the statutory and fiduciary obligations associated with the administration of the Companies in an objective and impartial manner.

We have not provided any other information or advice to the Companies, their directors and advisors prior to our appointment, beyond that outlined in this DIRRI.

C. Declaration of Relationships

Within the previous 24 months, have we, or our firm, had a relationship with:			Disclosure reference (if applicable)
Ceres Sustainable Avocados Pty Ltd?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
Ceres Sustainable Citrus Pty Ltd?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
The Company's directors?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
Associates of the Company?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
A former insolvency practitioner appointed to the Company?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
A secured creditor entitled to enforce security over the whole or substantially the whole of the Company's property?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	C (i)

Do we have any other relationships that we consider are relevant to creditors assessing our independence?			Disclosure reference (if applicable)
Relationships with the Company or its Associates beyond the immediately past 24 months?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
Material creditors of the Company?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
Other?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	C (ii)

C (i) Relationships with a secured creditor entitled to enforce security over the whole or substantially whole of the Company's property

Nature of relationship – Ongoing professional relationship with secured creditor	Reasons why no conflict of interest or duty
<p>RaboBank Australia Ltd (RaboBank) holds a security interest over the whole of the Companies' property.</p> <p>PwC Australia has provided and continues to provide audit and assurance services to RaboBank.</p> <p>Partners and staff of PwC have professional relationships with numerous banks and financial institutions operating in Australia, including with RaboBank.</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"> • The provision of audit and assurance services is a commercial relationship that, in our opinion, does not present a conflict or impediment to our role as Administrators as the services do not impact the position of the Companies. • Our professional relationships with RaboBank and its staff will not influence our ability to fully comply with the statutory and fiduciary obligations associated with the administration of the Companies in an objective and impartial manner. • There are no obligations or arrangements arising from PwC Australia's engagements with RaboBank to deliver a particular outcome from the administration of the Companies, and we are free to act independently and in accordance with the law and applicable professional standards.

C (ii) Other relationships

Other relationship	Reasons why no conflict of interest or duty
<p>Ashurst introduced the Companies' lawyers, Freidman Harris Lawyers, to PwC.</p> <p>Ashurst has in the past two years referred clients to PwC for information and advice, including regarding insolvency.</p> <p>Ashurst acts in matters for RaboBank which holds a security interest over the whole of the Companies' property.</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"> • referrals from solicitors, business advisors and accountants are commonplace and do not impact on our independence in carrying out our duties as administrators. • there is no expectation, agreement or understanding between our firm and Ashurst regarding our conduct or approach towards this administration, or past and any future likely referrals and we are free to act independently and in accordance with the law and applicable professional standard. • Our professional relationships with Ashurst will not influence our ability to fully comply with the statutory and fiduciary obligations associated with the administration of the Companies in an objective and impartial manner.

Other relationship	Reasons why no conflict of interest or duty
<p>Stewart McCallum and Justin Walsh of Ernst & Young were appointed Receivers and Managers of the Companies by RaboBank on 5 March 2024.</p> <p>We and our firm have had a professional relationship with other insolvency practitioners including from Ernst & Young over several years and may have previously received referrals from Ernst & Young in relation to insolvency appointments.</p> <p>We may have also referred insolvency appointments to Ernst & Young within the past 24 months or prior.</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"> Any past professional relationship and referrals to/from Ernst & Young have not been in relation to the affairs of the Companies or its Associates. Our professional relationship and any referrals between ourselves/our firm and Ernst & Young are not exclusive in nature. We refer insolvency appointments to different insolvency practitioners at several firms. Our professional relationship with insolvency practitioners at Ernst & Young will not influence our ability to fully comply with the statutory and fiduciary obligations associated with the administration of the Companies in an objective and impartial manner. There is no expectation, agreement or understanding between us and Ernst & Young regarding the conduct or approach towards this appointment as a result of their appointment to the Companies by RaboBank, and we are free to act independently and in accordance with the law and applicable professional standards.

D. Indemnities and up-front payments

We have been provided with the following up-front payment:

Details of indemnities and up-front payments	
Name of funding party	Rabobank Australia Ltd
Relationship with Company and/or Associates of the Company	RaboBank holds a security interest over the whole of the Companies' property
Type of payment	Up-front payment
Amount	\$75,000 per company
Where are the funds held (if received in advance)	Funds to be deposited into the respective Companies' Administration bank accounts by the Companies' secured creditor, RaboBank.
What the funds may be used for	Administrators' remuneration and disbursements associated with the External Administration of the Companies
Any restrictions on the use of the funds	NA
When the funds will be applied	The funds will only be drawn following appropriate approval of our remuneration and disbursements by creditors or the Court.

We have not received any other indemnities or up-front payments for this appointment. This does not include any indemnities that we may be entitled to under the law.

Dated this 7th day of March 2024



Mahala Hazell
Administrator



Michael Fung
Administrator

Note:

1. The assessment of independence has been made based on an evaluation of the significance of any threats to independence and in accordance with the requirements of the relevant legislation and professional Standards.
1. If circumstances change, or new information is identified, We are required under the Corporations Act 2001 or Bankruptcy Act and ARITA's 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. For creditors' voluntary liquidations and voluntary administrations, this document and any updated versions of this document are required to be lodged with ASIC.

Appendix B

Notice of meeting

**NOTICE OF FIRST MEETING OF
CREDITORS OF COMPANY UNDER ADMINISTRATION**

**CERES SUSTAINABLE AVOCADOS PTY LTD
(ADMINISTRATORS APPOINTED) (RECEIVERS & MANAGERS APPOINTED)
ACN 654 896 394 ("the Company")**

1. Michael Fung and I of PricewaterhouseCoopers were appointed as the Joint and Several Administrators of the Company on 5 March 2024 under Section 436A of the Corporations Act 2001.
2. Notice is now given that a meeting of the creditors of the Company will be held at PricewaterhouseCoopers, Level 23, 480 Queen Street, Brisbane QLD 4000 at 10:00 AM AEST on 15 March 2024.
3. A virtual meeting option will be available – access details will be provided closer to the date of the meeting.
4. The purpose of the meeting is to determine:
 - a. whether to appoint a committee of inspection; and
 - b. if so, who are to be the committee's members.
5. At the meeting, creditors may also, by resolution:
 - a. remove the Joint and Several Administrators from office; and
 - b. appoint someone else as administrator of the Company.

In order to attend and vote at the meeting, creditors will need to complete a Proof of Debt form and, where applicable, a Proxy form. A Proxy form must be completed where a corporate creditor is attending, or an individual creditor wants to appoint another person or attorney to act on their behalf at the meeting. An attorney of the creditor must show the instrument by which he or she is appointed to the Chairperson of the meeting, prior to the commencement of the meeting. A creditor may also choose to appoint the Chairperson to vote on their behalf.

Please note, under section 75-35 of the Insolvency Practice Rules (Corporations) (IPR), if you wish to participate in the meeting, you must give us a written statement (email is acceptable), see attached, by 4:00 PM AEST on 14 March 2024 setting out:

1. the name of the person and of the proxy or attorney (if any); and
2. an address to which notices to the person, proxy or attorney may be sent; and
3. a method by which the person, proxy or attorney may be contacted for the purposes of the meeting.

Proof of debt forms and Proxy forms must be submitted to the Administrators by 4:00 PM AEST on 14 March 2024.

DATED this 7th day of March 2024.



Mahala Hazell
Joint And Several Administrator

***Voting at a Meeting the effect of Insolvency Practice Rules (Corporations) 75-85**
Entitlement to vote at meetings of creditors

- (1) A person other than a creditor (or the creditor's proxy or attorney) is not entitled to vote at a meeting of creditors.
- (2) Subject to subsections (3), (4) and (5), each creditor is entitled to vote and has one vote.
- (3) A person is not entitled to vote as a creditor at a meeting of creditors unless:
 - (a) his or her debt or claim has been admitted wholly or in part by the external administrator; or
 - (b) 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:
 - (i) those particulars; or
 - (ii) if required—a formal proof of the debt or claim.
- (4) A creditor must not vote in respect of:
 - (a) an unliquidated debt; or
 - (b) a contingent debt; or
 - (c) an unliquidated or a contingent claim; or
 - (d) a debt the value of which is not established;unless a just estimate of its value has been made.
- (5) 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:
 - (a) treat the liability to him or her on the instrument or security of a person covered by subsection (6) as a security in his or her hands;
 - (b) estimate its value;
 - (c) for the purposes of voting (but not for the purposes of dividend), to deduct it from his or her debt or claim.
- (6) A person is covered by this subsection if:
 - (a) 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
 - (b) 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
 - (c) the person is not an insolvent under administration or a person against whom a winding up order is in force.

Appendix C

Initial Remuneration Notice

INITIAL REMUNERATION NOTICE

Insolvency Practice Schedule (Corporations) 70-50
Insolvency Practice Rules (Corporations) 70-35

Ceres Sustainable Avocados Pty Ltd
(Administrators Appointed) (Receivers and Managers Appointed)
ACN 654 896 394 (the Company)

The purpose of the Initial Remuneration Notice is to provide you with information about how our remuneration for undertaking the Administration will be set.

A. Remuneration Methods

There are four basic methods that can be used to calculate the remuneration charged by an insolvency Practitioner. They are:

- 1. Time based / hourly rates:** This is the most common method. The total fee charged is based on the hourly rate charged for each person who carried out the work multiplied by the number of hours spent by each person on each of the tasks performed.
- 2. Fixed Fee:** The total fee charged is normally quoted at the commencement of the administration and is the total cost for the administration. Sometimes a Practitioner will finalise an administration for a fixed fee.
- 3. Percentage:** The total fee charged is based on a percentage of a particular variable, such as the gross proceeds of assets realisations.
- 4. Contingency:** The practitioner's fee is structured to be contingent on a particular outcome being achieved.

B. Method chosen

Given the nature of this administration we propose that our remuneration be calculated on Time based / hourly rates. This is because:

- It ensures creditors are only charged for work that is performed.
- The Joint and Several Administrators will be required to perform a number of tasks which do not relate to the realisation of assets. This includes statutory work, ASIC reporting and investigations and responding to general queries of creditors.
- The Joint and Several Administrators are currently unable to estimate with certainty the total amount of fees necessary to complete all tasks required and whether there will be any delays to the completion of the administration (such as whether or not meetings might be adjourned, which would extend the administration time).

C. Explanation of Hourly Rates

The rates for our remuneration calculation are set out in the following table together with a general guide showing the qualifications and experience of staff engaged in the administration and the role they take in the administration. The hourly rates charged encompass the total cost of providing professional services and should not be compared to an hourly wage. Time is charged in 6 minute increments.

Title	Description	Hourly rate (ex GST) \$
Partner/ Appointee	A registered liquidator or bankruptcy trustee who is a leading practitioner with extensive experience in all forms of insolvency administrations. A senior member of management with ultimate responsibility for the conduct of the administration.	850.00
Managing Director	Generally, a registered liquidator or bankruptcy trustee with extensive experience in all forms of insolvency administrations. A senior member of management and, where a co-appointee, has responsibility for the conduct of the administration.	825.00
Director	Highly experienced in insolvency matters at a senior level, including managing complex administrations and supervising teams. Capable of deputising for the Appointees where required, and may be qualified to accept appointments in his/her own right. Alternatively, may have specialist business or industry skills, and management experience at a senior level, or a combination of skills.	765.00

Associate Director/Senior Manager	Experienced in insolvency matters with strong technical knowledge and commercial skills. Capable of supervising teams, having primary responsibility for small to medium matters, or complex aspects of larger matters. Answerable to the Appointees and/or senior team members. Alternatively, may have specialist business or industry skills, and management experience at a senior level, or a combination of skills.	680.00
Manager	Experienced in insolvency matters with well-developed technical and commercial skills. Capable of supervising smaller teams, and can take day-to-day responsibility for smaller to medium matters, or aspects of more complex matters. Alternatively, may have management, business, or industry skills, or a combination of skills. Generally reports to senior team members, or directly to the Appointees on smaller matters.	635.00
Senior Consultant	Generally a qualified accountant with postgraduate qualifications in insolvency subjects. Assists with planning and control of various aspects of the administration. Has day-to-day responsibility for overseeing fieldwork and can supervise staff. Has experience in larger and more complex administrations.	535.00
Consultant/Analyst	Generally a qualified accountant. Assists with planning and control of various aspects of the administration, but is primarily responsible for completing fieldwork under the supervision of more senior staff.	430.00
Offshore professional	Generally a qualified accountant. Assists with planning and control of various aspects of the administration, but is primarily responsible for completing office work under the supervision of more senior staff.	350.00
Specialist	Has specialist skills and experience in bookkeeping and other administrative tasks connected to statutory and other reporting obligations of the administration.	230.00
Administrative Support	Has appropriate skills to provide administrative support to the team including high-speed and accurate document preparation and data entry, records control and management, and general data analytics.	230.00

The hourly rates set out in this schedule are exclusive of GST and do not include disbursements.

D. Estimated remuneration

We estimate that this administration will cost approximately \$40,000 - \$75,000 to complete, subject to the following variables which may have a significant effect on this estimate and that we are unable to determine until we have commenced the administration:

- Dealing with stakeholders and any proposals we receive requesting an extension to the convening period in which to hold the second meeting of creditors, or regarding the Company's future
- Volume and complexity of enquiries from stakeholders generally
- Investigations into the causes of the Company's failure.

E. Disbursements

Disbursements are divided into three types:

- **Externally provided professional services** - these are recovered at cost. An example of an externally provided professional service disbursement is legal fees.
- **Externally provided non-professional costs** such as travel, accommodation and search fees - these are recovered at cost.
- **Internal disbursements** such as photocopying, printing and postage. These disbursements, if charged to the Administration, would generally be charged at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

We are not required to seek creditor approval for disbursements paid to third parties, but must account to creditors. However, we must be satisfied that these disbursements are appropriate, justified and reasonable.

We are required to obtain creditor's consent for the payment of internal disbursements where there may be a profit or advantage. Creditors will be asked to approve my internal disbursements where there is a profit or advantage prior to these disbursements being paid from the administration.

Details of the basis of recovering disbursements in this administration are provided below.

Basis of disbursement claim

Disbursement	Rate (Excl GST)
Externally provided professional services	At cost
Externally provided non-professional services	At cost
Internal disbursements: Staff vehicle use	72 cents per kilometre for first 150km of return trip and 40 cents per kilometre thereafter.

Dated this 7th day of March 2024.



Mahala Hazell
Joint and Several Administrator

Appendix D

Information sheet – Creditor rights in Voluntary Administration

Creditor Rights in Voluntary Administrations

As a creditor, you have rights to request meetings and information or take certain actions:



Right to request information

Information is communicated to creditors in a voluntary administration through reports and meetings.

In a voluntary administration, two meetings of creditors are automatically held. You should expect to receive reports and notice of these meetings:

- The first meeting is held within 8 business days of the voluntary administrator's appointment. A notice of meeting and other information for this meeting will be issued to all known creditors.
- The second, or decision, meeting is usually held within 6 weeks of the appointment, unless an extension is granted. At this meeting, creditors will get to make a decision about the company's future. Prior to this meeting the voluntary administrator will provide creditors with a notice of the meeting and a detailed report to assist in making your decision.

Important information will be communicated to creditors prior to and during these meetings. Creditors are unable to request additional meetings in a voluntary administration.

Creditors have the right to request information at any time. A voluntary administrator must provide a creditor with the requested information if their request is 'reasonable', the information is relevant to the voluntary administration, and the provision of the information would not cause the voluntary administrator to breach their duties.

A voluntary administrator must provide this information to a creditor within 5 business days of receiving the request, unless a longer period is agreed. If, due to the nature of the information requested, the voluntary administrator requires more time to comply with the request, they can extend the period by notifying the creditor in writing.

Requests must be reasonable.

They are not reasonable if:

- (a) complying with the request would prejudice the interests of one or more creditors or a third party
- (b) the information requested would be privileged from production in legal proceedings
- (c) disclosure would found an action for breach of confidence
- (d) there is not sufficient available property to comply with the request
- (e) the information has already been provided
- (f) the information is required to be provided under law within 20 business days of the request
- (g) the request is vexatious

If a request is not reasonable due to (d), (e) or (f) above, the voluntary administrator must comply if the creditor meets the cost of complying with the request.

Otherwise, a voluntary administrator must inform a creditor if their information request is not reasonable and the reason why.

Right to give directions to voluntary administrator

Creditors, by resolution, may give a voluntary administrator directions in relation to a voluntary administration. A voluntary administrator must have regard to these directions, but they are not required to comply with the directions.

If a voluntary administrator chooses not to comply with a direction given by a resolution of the creditors, they must document their reasons for not complying.

An individual creditor cannot provide a direction to a voluntary administrator.

Right to appoint a reviewing liquidator

Creditors, by resolution, may appoint a reviewing liquidator to review a voluntary administrator's remuneration or a cost or expense incurred in a voluntary administration. The review is limited to:

- remuneration approved within the six months prior to the appointment of the reviewing liquidator, and
- expenses incurred in the 12 months prior to the appointment of the reviewing liquidator.

The cost of the reviewing liquidator is paid from the assets of the voluntary administration, in priority to creditor claims.

An individual creditor can appoint a reviewing liquidator with the voluntary administrator's consent, however the cost of this reviewing liquidator must be met personally by the creditor making the appointment.

Right to replace voluntary administrator

At the first meeting, creditors have the right to remove a voluntary administrator and appoint another registered liquidator to act as voluntary administrator.

A creditor must ensure that they have a consent from another registered liquidator prior to the first meeting if they wish to seek the removal and replacement of a voluntary administrator.

Creditors also have the opportunity to replace a voluntary administrator at the second meeting of creditors:

- If creditors vote to accept a proposed deed of company arrangement, they can appoint a different registered liquidator as the deed administrator.
- If creditors vote to place the company into liquidation, they can appoint a different registered liquidator as the liquidator.

It is however usual for the voluntary administrator to act as deed administrator or liquidator. It would be expected that additional costs would be incurred by an alternate deed administrator or liquidator to gain the level of knowledge of the voluntary administrator.

Like with the first meeting, a creditor must ensure that they have a consent from another registered liquidator prior to the second meeting if they wish to seek to appoint an alternative registered liquidator as deed administrator or liquidator.

**For more information, go to www.arita.com.au/creditors.
Specific queries about the voluntary administration should be directed to the voluntary administrator's office.**

Appendix E

Information sheet – Committee of Inspection

Information Sheet: Committees of Inspection

You have been elected to be, or are considering standing for the role of, a member of a Committee of Inspection (COI) in either a liquidation, voluntary administration or deed of company arrangement of a company (collectively referred to as an external administration).

This information sheet is to assist you with understanding your rights and responsibilities as a member of a COI.

What is a COI?

A COI is a small group of creditors elected to represent the interests of creditors in the external administration. The COI advises and assists the external administrator and also has the power to approve and request certain things – this is discussed in more detail below.

Membership of the COI is a voluntary, unpaid position.

Who can be elected to a COI?

To be eligible to be appointed as a member of a COI, a person must be:

- A creditor
- A person holding the power of attorney of a creditor
- A person authorised in writing by a creditor; or
- A representative of the Commonwealth where a claim for financial assistance has, or is likely to be, made in relation to unpaid employee entitlements.

If a member of the COI is a company, it can be represented by an individual authorised in writing to act on that creditor's behalf. It also allows the creditor to maintain its representation if a change in the individual is required

A COI usually has between 5 and 7 members, though it can have more, or less, depending on the size of the external administration.

A member of a COI can be appointed by:

- resolution at a meeting of creditors
- an employee or a group of employees owed at least 50% of the entitlements owed to employees of the company
- a large creditor or group of creditors that are owed at least 10% of the value of the creditors' claims,

If an employee or group of employees, or a large creditor or group of creditors, appoints a member to the COI, they cannot vote on the general resolution of creditors to appoint members to the COI. Each of these groups also have the power to remove their appointed member of the COI and appoint someone else.

If you are absent from 5 consecutive meetings of the COI without leave of the COI or you become an insolvent under administration, you are removed from the COI.

What are the roles and powers of a COI?

A COI has the following roles:

- to advise and assist the liquidator, voluntary administrator or deed administrator (collectively referred to as the external administrator)
- to give directions to the external administrator
- to monitor the conduct of the external administration.

In respect of directions, the external administrator is only required to have regard to those directions. If there is a conflict between the directions of the COI and the creditors, the directions of the creditors prevail. If the external administrator chooses not to comply with the directions of the COI, the external administrator must document why.

A COI also has the power to:

- approve remuneration of the external administrator after the external administrator has provided the COI with a Remuneration Approval Report (a detailed report setting out the remuneration for undertaking the external administration)
- approve the use of some of the external administrator's powers in a liquidation (compromise of debts over \$100,000 and entering into contracts over 3 months)
- require the external administrator to convene a meeting of the company's creditors
- request information from the external administrator
- approve the destruction of the books and records of the external administration on the conclusion of the external administration
- with the approval of the external administrator, obtain specialist advice or assistance in relation to the conduct of the external administration
- apply to the Court for the Court to enquire into the external administration.

An external administrator is not required to convene a meeting of creditors if the request by the COI is unreasonable, or provide requested information if the request is unreasonable, not relevant to the administration or would cause the external administrator to breach their duties.

A request to convene a meeting of creditors is unreasonable if:

- it would substantially prejudice the interests of a creditor or third party
- there are insufficient funds in the external administration to cover the cost of the request
- a meeting of creditors dealing with the same matters has already been held or will be held within 15 business days, or
- the request is vexatious.

If a request for a meeting is reasonable, the external administrator must hold a meeting of creditors as soon as reasonably practicable.

A request for information is unreasonable if:

- it would substantially prejudice the interests of a creditor or third party
- the information would be subject to legal professional privilege
- disclosure of the information would be a breach of confidence
- there are insufficient funds in the external administration to cover the cost of the request
- the information has been provided or is required to be provided within 20 business days, or
- the request is vexatious.

If the request for information is not unreasonable, the external administrator must provide the requested information within 5 business days, but the law provides for further time in certain circumstances.

An external administrator must inform the COI if their meeting or information request is not reasonable and the reason why.

How does the COI exercise its powers?

A COI exercises its powers by passing resolutions at meetings of the COI. To pass a resolution, a meeting must be convened and a majority of the members of the COI must be in attendance.

A meeting is convened by the external administrator by giving notice of the meeting to the members of the COI. Meetings of the COI can be convened at short notice. The external administrator must keep minutes of the meeting and lodge them with ASIC within one month of the end of the meeting.

ASIC is entitled to attend any meeting of a COI.

What restrictions are there on COI members?

A member of a COI must not directly or indirectly derive any profit or advantage from the external administration. This includes by purchasing assets of the company or by entering into a transaction with the company or a creditor of the company. This prohibition extends to related entities of the member of the COI and a large creditor(s) that appoints a member to the COI.

Creditors, by resolution at a meeting of creditors, can resolve to allow the transaction. The member of the COI or the large creditor(s) that appoints a member to the COI is not allowed to vote on the resolution.

Where can you get more information?

The Australian Restructuring Insolvency and Turnaround Association (ARITA) provides information to assist creditors with understanding external administrations and insolvency. This information is available from ARITA's website at www.arita.com.au/creditors.

ASIC provides information sheets on a range of insolvency topics. These information sheets can be accessed on ASIC's website at www.asic.gov.au (search "insolvency information sheets").

**For more information, go to www.arita.com.au/creditors.
Specific queries about the liquidation should be directed to the liquidator's office.**

Appendix F

Proof of debt form

FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

To the Joint and Several Administrators of Ceres Sustainable Avocados Pty Ltd (Administrators Appointed) (Receivers and Managers Appointed)

1. This is to state that the company was, on 5 March 2024 ⁽¹⁾ and still is, justly and truly indebted to⁽²⁾ (full name):

.....
(‘Creditor’)

.....
of (full address)

for \$.....dollars andcents.

Particulars of the debt are:

Date	Consideration ⁽³⁾ state how the debt arose	Amount \$	GST included \$	Remarks ⁽⁴⁾ 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 ⁽⁵⁾

☐ I am a related creditor of the Company ⁽⁵⁾
relationship:

3A.^{(6)*} 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.^{(6)*} I am the creditor's agent authorised in writing 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 2024

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	\$
Reason for Admitting / Rejection			
PREP BY/AUTHORISED		TOTAL PROOF	\$
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.

Appendix G

Proxy form

FORM 532
APPOINTMENT OF PROXY

CERES SUSTAINABLE AVOCADOS PTY LTD
(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)
ACN 654 896 394 (the Company)

A. Appointment of a proxy

I/We,.....
(If a company, strike out "I" and set out full name of the company)

of
(address)

a creditor of the Company appoint
as my/our proxy, or in his/her absence....., to vote at the meeting
of creditors to be held on 15 March 2024, or at any adjournment of that meeting.

B. Voting directions

Option 1: ☐ If appointed as a general proxy, as he/she determines on my/our behalf
(Please proceed to section C ie do not complete the table below)

and/or

Option 2: ☐ If appointed as a special proxy in the manner set out below:
(Please complete the table below before proceeding to section C)

No	Resolution	For	Against	Abstain
1	To remove Mahala Hazell and Michael Fung as Joint and Several Administrators and appoint someone else as Administrators of the Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	To appoint a committee of inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. Signature (in accordance with Sections 127 or 250D of the Corporations Act 2001)

If the creditor is an individual

.....

If the creditor is a Company

.....
Director/Company Secretary

.....
Print name

DATED this day of 2024.

Certificate of witness

Please note: *This certificate is to be completed only if the person giving the proxy is blind or incapable of writing. The signature of the creditor, contributory, debenture holder or member must not be witnessed by the person nominated as proxy.*

I..... of certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him or her before he or she signed or marked the instrument.

Signature of Witness:

Place of residence:

Dated:

Appendix H

Nomination form – COI

**CERES SUSTAINABLE AVOCADOS PTY LTD
(ADMINISTRATORS APPOINTED) (RECEIVERS AND MANAGERS APPOINTED)
ACN 654 896 394 (the Company)**

NOMINATION FORM – COMMITTEE OF INSPECTION

Please complete the details below if you would like to be nominated to be as a member of the Committee of Inspection (COI) if one is formed at the forthcoming meeting of creditors. This form must be returned to declan.karklins-wehr@au.pwc.com no later than 4:00PM AEST, 14 March 2024.

An information sheet about the rights and responsibilities as a member of the COI prepared by the Australian Restructuring Insolvency & Turnaround Association (ARITA) is attached. We recommend that interested creditors read the information sheet. There are also restrictions placed on COI members. Please direct any queries to declan.karklins-wehr@au.pwc.com.

Signature:	
Creditor name:	
Creditor address:	
Contact name:	
Position:	
Email Address:	
Contact number:	

Return completed form to: PricewaterhouseCoopers

By email: declan.karklins-wehr@au.pwc.com

By post: PricewaterhouseCoopers
480 Queen Street, Brisbane City QLD 4000

www.pwc.com.au