

**The Liquidator
Suisse Security Bank & Trust Limited
(In Liquidation)
P. O. Box N-7526
Nassau, Bahamas**

FORM II

To be used where debt is claimed on behalf of a Company

I, _____ (insert full name) of _____ (insert complete address)
employed as (an employee, a secretary, a director or an agent), claim that at the date of the
commencement of the winding-up of the company, namely the 5th day of April, A.D., 2001,
Suisse Security Bank & Trust Limited was indebted to _____ (insert name
of Company) for the sum of \$_____.

The said amount is still due and owing to the said Company and I have not, nor has any
other person by my order, had any satisfaction or security for such debt or any part of it (if
any satisfaction or security has been received, insert particulars). (Described debt, e.g.
“Security held/Amount due on account _____”).

SWORN to at

this day of _____

A.D., 20

Deponent's signature

Before me,

NOTARY PUBLIC

**The Liquidator
Suisse Security Bank & Trust Limited
(In Liquidation)
P. O. Box N-7526
Nassau, Bahamas**

**BEFORE COMPLETING THIS AFFIDAVIT PLEASE READ THE ATTACHED
INSTRUCTIONS CAREFULLY**

AFFIDAVIT

I (a) _____(insert full name) of _____ (insert complete address),
make oath and say: (b) That I am in the employ as (an employee, a Director, the Secretary or
an agent), (c) of _____ (insert name of Company), and that I am duly
authorized by such creditor to make this Affidavit , and that it is within my own knowledge
that the debt hereinafter deposed to was incurred and for the consideration stated, and that
such debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

1. That Suisse Security Bank & Trust Limited was, at the date of the
commencement of the Winding-up of the same, viz, the 5th day of April, A.D., 2001, and still
is, justly and truly indebted to (d) _____ in the sum of \$ _____
for (e) _____ as shown by the account endorsed hereon or by the following
account, viz: _____for which sum or any part thereof I say that I have not nor
hath (f) _____ or any person by (g) _____ order to my
knowledge or belief for (g) _____ use, had or received any manner of
satisfaction or security whatsoever, save and except the following (h):-

Date	Drawer	Acceptor	Amount	Date Due

SWORN to at

this day of _____

A.D., 20

Deponent's signature

Before me,

NOTARY PUBLIC

Particulars of account referred to above

Date	Consideration	Amount	Remarks The Vouchers (if any) by which the account can be substantiated should be set out here

Deponent's signature

**BEFORE COMPLETING ANY FORMS
PLEASE READ THESE INSTRUCTIONS CAREFULLY**

Letters “a” through “h” refers to the letters appearing in the annexed Affidavit.

- (a) Fill in full name, address and occupation of Deponent.
- (b) If proof made by creditor in person, strike out that part of this paragraph appearing after the letter (b).
- (c) Unless you have struck out the remainder of this paragraph as instructed in (b) above, strike out whichever are not applicable.
- (d) Insert appropriate wording, e.g., “me”, “me” and C, D. and E, F. my co-partner in trade”, “the X Company Limited” or if by Clerk or Agent, insert name, address and description of principal.
- (e) State consideration, e.g., “goods sold and delivered by me”, balance of funds owed to me giving fullest possible particulars.
- (f) “My said partners” or “any of them” or “the above-named creditor” as the case may be.
- (g) “My” or “our” or “their” as the case may be.
- (h) Here state the particulars of all securities held and, where the securities are on the property of the company, assess the value of same, and if any bills or other negotiable securities be held specify them in the schedule. N.B. Bills of Exchange and any and all securities must be produced before the proof can be admitted.

BEFORE WHOM AFFIDAVIT TO BE SWORN

If the Affidavit is sworn in The Commonwealth of The Bahamas, it may be sworn before any Notary Public or in the Family Island before a Justice of the Peace or the Commissioner.

If the Affidavit is sworn in any of the countries of the British Commonwealth other than The Bahamas, it may be sworn before any official who in that country is authorized to take Affidavits, e.g., a Notary Public, Commissioner for Oath, etc.

In any other country, the Affidavit may be sworn before a Notary Public or other official authorized to take Affidavits, but if this is done the signature of such Notary or similar must then be authenticated by the Clerk of the County Court who will attach the certificate of authentication with his signature and seal of office to the Affidavit. Thereafter, the signature of the Clerk of the County Court must then be authenticated by a Bahamian Consular Officer or British Consular Office. If more convenient, the Affidavit may be sworn directly before a Bahamian or British Consular Officer as the case may be, who is authorized to take Affidavits.

THE COMPANIES (WINDING-UP) RULES. 1975

PROOFS

Proof of Debt	“ 50. In a winding-up by the Court every creditor shall subject as hereinafter provided prove his debt, unless the Judge in any particular winding-up shall give directions that any creditors or class of creditors shall be admitted without proof.
Mode of Proof:	“ 51. A debt may be proved in any winding-up by delivering or sending through the post to the Liquidator an Affidavit verifying the debt.
Verification of Proof:	“ 52. An Affidavit providing a debt may be made by the creditor himself or by some person authorized by or on behalf of the creditor. If made by a person so authorized, it shall state his authority and means of knowledge.
Contents of Proof	“ 53. An Affidavit providing a debt shall contain or refer to a statement of account showing the particulars of the debt, and shall specify the vouchers, if any, by which the same can be substantiated. The Liquidator to whom the proof is sent may at any time call for the production of the vouchers.
Proof Before Whom Sworn	“ 55. An Affidavit proving a debt may in a winding-up by the Court be sworn before a Registrar.
Cost of Proof	“ 56. A creditor shall bear the cost of proving his debt unless the Court otherwise orders.
Periodical Payments	“58. When any rent or other payment falls due at stated periods, and the order to wind-up is made at any time other than one of those periods, the persons entitled to the rent or payment may prove for the proportionate part thereof up to the date of the winding-up order as if the rent or payment grew due from day to day. Provided that where the Liquidator remains in occupation of premises demised to a Company which is being wound-up, nothing herein contained shall prejudice or affect the right of the Landlord of such premises to claim payment by the Company, or the Liquidators, or rent during the period of the Company’s or the Liquidator’s occupation.