

Rule 1.24

The Insolvency Act 1986
Report of Meetings
Approving Voluntary Arrangement
Pursuant to Section 4 of the
Insolvency Act 1986

S.4

To the Registrar of Companies

For Official Use

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Company Number

04874907

Insert full name of
company

Name of Company

Ritetrak Engineering (Wales) limited

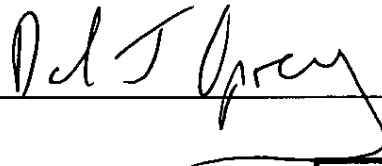
Insert full name and
address

I, D J Oprey
 First Floor
 16/17 Boundary Road
 Hove
 East Sussex
 BN3 4AN

Insert date

the chairman of the adjourned meetings held in pursuance of Section 4 of the Insolvency
 Act 1986 on 02 May 2008 enclose a copy of my report of the said meetings

Signed



Date

6/5/08

Presenter's name,
address and reference
(if any)

RI0282
 Ritetrak Engineering (Wales) Limited
 D J Oprey
 Chantrey Vellacott DFK LLP
 16/17 Boundary Road
 Hove
 East Sussex
 BN3 4AN

For Official Use

Liquidation Section

Post Room

THURSDAY



A13R7ZJB

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08/05/2008

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COMPANIES HOUSE

IN THE MATTER OF THE INSOLVENCY ACT 1986 AND 2000
AND THE INSOLVENCY RULES 1986
AND

IN THE MATTER OF

RITETRAK ENGINEERING (WALES) LIMITED

**CHAIRMAN'S REPORT OF THE MEETINGS OF CREDITORS' AND MEMBERS'
PURSUANT TO RULE 1.24 OF THE INSOLVENCY ACT 1986**

The adjourned meetings were held at the offices of Chantrey Vellacott DFK LLP,
16/17 Boundary Road, Hove, East Sussex BN3 4AN on 02 May 2008 at 11 00am

MEETING OF CREDITORS

Present at the Meeting

David Oprey Joint Nominee and Chairman

Elias Paourou Chantrey Vellacott DFK

Those Creditors shown on the attached schedule were represented at the Meeting by
virtue of proxies in favour of the Chairman

The Chairman opened the meeting at 11 00am

Acceptance of the Arrangement

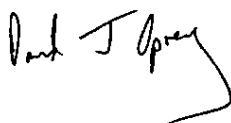
The sole resolution put before the adjourned meeting was whether to accept the
proposal for a Voluntary Arrangement. A list of the creditors (with their respective
values) who were present, or represented, at the meeting and how they voted on the
resolution is attached to this report.

The Chairman confirmed that in excess of 75% in favour had been obtained and the
Voluntary Arrangement was approved subject to the attached modifications.

There being no further business the creditors meeting closed at 11 15am

MEETING OF MEMBERS

At the subsequently held General Meeting, the members voting by proxy, approved
the proposal as outlined above.



David Oprey
Chairman

Dated 6 May 2008

Meeting Attendance Register - Creditors

Ritetrak Engineering (Wales) Ltd Company Voluntary Arrangement

Adjourned Meeting - CVA Proposals held at Hove Office on 02 May 2008 at 11.00 AM

[illegible]

MODIFICATIONS

Modifications to the Voluntary Arrangement of Ritetrak Engineering (Wales) Limited to be considered at the adjourned Creditors meeting on 02 May 2008

The modifications were proposed by H m Revenue & Customs

- 1 **[Interpretation]** Where a modification to the proposal is approved by creditors and accepted by a company, the entire proposal shall be construed in the light of the modification and read to give effect to that modification such that any contrary or potentially contrary provisions in the proposal shall either be ignored, or interpreted, in order that the intention of the modification is given priority and effect
- 2 **[HMRC claim]** The HMRC (former IR) claim in the CVA will include PAYE/NIC due to the date of the meeting to approve the arrangement, [or the commencement of the prior administration] and CTSA / assessed tax for the accounting period(s) ended on or before the date of approval of the arrangement [or date of commencement of the prior administration]
- 3 **[HMRC claim]** The HMRC (former HMC&E) claim in the CVA will include assessed tax, levy or duty to the date of approval [or to the date of commencement of the prior administration]
- 4 **[Post approval returns and liabilities.]** All statutory returns and payments due to HMRC post approval shall be provided on or before the due date
- 5 **[Outstanding returns.]** All statutory accounts and returns overdue at the date of the creditors' meeting shall be provided to HMRC within 3 months of the approval date together with any other information required
- 6 **[Dividend prohibition.]** No non preferential distribution will be made until (i) a CTSA return has been filed for the accounting period ended on or immediately prior to the date of approval, or of commencement of the prior administration (ii) a VAT and/or other levy or duty return due to HMRC has been filed up to the date of the approval or [the date of commencement of the prior administration] or (iii) an HMRC Determination or assessment has been made and the supervisor has admitted their final claims
- 7 **[Expenses of arrangement.]** CTSA / VAT due on realisation of assets included in the arrangement will be regarded as an expense of realising the asset payable out of the net sale proceeds
- 8 **[Tax-Overpayments.]** During the currency of the arrangement, any tax / excise / VAT repayments that relate to a period prior to the date of approval of the arrangement shall be offset rateably against the appropriate department's preferential and non-preferential claims in the arrangement Any remaining surplus shall be similarly applied to the claims of other government departments before being offered to the Supervisor for the benefit of the arrangement Any repayments relating to a period after the approval of the arrangement shall be offset against any post approval tax debts Any remaining surplus will then be treated as a windfall and offered to the Supervisor for the benefit of the arrangement

- 9 **[Expenses of VA.]** HMRC distress / petition costs are to be paid as an expense of the arrangement, in priority to the nominee's fees and supervisor's fees, remuneration and disbursements
- 10 **[Co-debtors.]** the release of the company from its debts by the terms of the CVA shall not operate as a release of any co-debtor for the same debts
- 11 **[Termination.]** The arrangement shall terminate upon
- a) The making of a winding up order against the company, or the passing of a winding up resolution or the company going into administration
 - b) (where there is express authority for the supervisor so doing) the supervisor issuing a certificate of termination
- 12 **[Arrangement trusts.]** Upon termination of the arrangement the arrangement trusts expressed or implied shall cease, save that assets already realised shall [after provision for supervisor's fees and disbursements] be distributed to arrangement creditors
- 13 **[Liquidation costs provision.]** The supervisor shall set aside sufficient funds for Winding Up proceedings against the Company and such funds will rank ahead of any other expenses of the arrangement
- 14 **[Non-compliance.]** Failure to comply with any express term of the arrangement shall constitute a breach of the company's obligation under the arrangement. The supervisor shall work with the company to remedy any breach of obligation. Rule 1.19 shall apply where any variation is proposed. But if any breach of obligation is not remedied within 60 days of its occurrence this shall constitute default of the CVA that cannot be remedied and the supervisor shall petition for a winding up order
- 15 **[Windfall.]** Should the company receive or become entitled to any assets / funds which had not been foreseen in the proposal details shall be notified to the Supervisor immediately and such sums shall be paid into the CVA until all costs, creditors' claims and statutory interest have been paid in full. Until costs, claims and statutory interest are paid in full all the company's other obligation under the arrangement shall continue and the payment shall not reduce the amount of contribution due from the company
- 16 Funds of no less than £130,000 must be paid to the Supervisor for the benefit of creditors within 30 days of the approval of the voluntary arrangement. If the Supervisor is not in receipt of £130,000 within this time limit, then the arrangement is deemed to have failed and the Supervisor is to petition for the winding up of the company
- 17 **[Claims.]** Any claims of third parties who have contributed to the assets available under the arrangement shall be treated as deferred and only rank for dividend once all unsecured claims have been satisfied with payment of 100p/£
- 18 **[Duration.]** The duration of the arrangement may be extended beyond 6 months in order to allow HMRC to finalise its claim
- 19 **[Winding-Up Order.]** If during the currency of the arrangement any creditor obtains a winding up order against the company the CVA will default and be incapable of being remedied. The Supervisor shall immediately issue a certificate of such default

- 20 **[Associated creditors.]** The associated creditors have offered to defer their claims in the arrangement. For the avoidance of doubt, their offer is to waive their dividend entitlement in favour of all non-associated creditors under the arrangement. Thus the claims of the connected creditors shall be compromised within and shall not survive the arrangement or be paid outside of it.

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