

S.4**Rule 1.24**

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

For official use

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To the Registrar of Companies

Company Number

08132539

Name of Company

Insert full name of
Company.

Hilbre Facilities Management Ltd

I **Kevin Murphy – Joint Supervisor**of **Leonard Curtis**

Tower 12, 18/22 Bridge Street, Spinningfields, Manchester

Postcode: M3 3BZ

Insert date Attach a copy of the chairman's report of a meeting held in pursuance of section 4 of the Insolvency Act 1986 on 30 September 2014 At the meeting Kevin Murphy and Andrew Poxon of Leonard Curtis Recovery Ltd were appointed as Joint Supervisors

Signed:

Date: 1 October 2014

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

Leonard Curtis
Tower 12, 18/22 Bridge Street
Spinningfields, Manchester
M3 3BZ
ref RB

Insolvency Section**Post Room**

FRIDAY



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COMPANIES HOUSE

IN THE HIGH COURT OF JUSTICE,
CHANCERY DIVISION, MANCHESTER DISTRICT REGISTRY

CVA No 3087 of 2014

IN THE MATTER OF THE INSOLVENCY ACT 1986
AND IN THE MATTER OF
HILBRE FACILITIES MANAGEMENT LTD
COMPANY NUMBER: 08132539
MEETING OF CREDITORS

CHAIRMAN'S REPORT OF THE MEETING OF CREDITORS TO CONSIDER PROPOSALS FOR
COMPANY VOLUNTARY ARRANGEMENT HELD ON 30 SEPTEMBER 2014 AT 2.00PM AT LEONARD
CURTIS RECOVERY LTD, TOWER 12, 18/22 BRIDGE STREET, MANCHESTER M3 3BZ

I, Kevin Murphy of Leonard Curtis acting as chairman of the meeting hereby report as follows

- 1 At the meeting held on 30 September 2014 the proposals for a company voluntary arrangement with modifications were considered
- 2 The creditors present or represented and entitled to vote, and the manner in which the votes were cast, are shown in the attached voting schedule
- 3 The meeting resolved to approve the proposals for a company voluntary arrangement with modifications
- 4 Kevin Murphy and Andrew Poxon of Leonard Curtis Recovery Ltd were appointed as Joint Supervisors of the voluntary arrangement
- 5 It was deemed that each Supervisor may act solely in relation to the CVA on behalf of all Supervisors, to the affect that the Supervisors are authorised to act jointly and severally
- 6 The EC Regulations apply to the CVA and the proceedings are considered to be main proceedings
The company's principal place of business is in England
- 7 No other resolutions were considered by the meeting

Dated this 30 September 2014

Signed



KEVIN MURPHY
CHAIRMAN

**IN THE MATTER OF THE INSOLVENCY ACT 1986
AND IN THE MATTER OF
HILBRE FACILITIES MANAGEMENT LTD
IN THE HIGH COURT OF JUSTICE, CHANCERY DIVISION,
MANCHESTER DISTRICT REGISTRY - CVA No 3087 of 2014**

VOTES CAST AT THE MEETING OF CREDITORS

**RESOLUTION 1 – FOR THE ACCEPTANCE OF THE PROPOSED COMPANY VOLUNTARY
ARRANGEMENT WITH MODIFICATIONS**

VOTING SUMMARY (CREDITORS) (stage 1)

The following creditors were in attendance in person or by proxy and voted to approve the proposals as detailed in the attached schedule

	Accept £	Reject £
Creditor		
See attached list (Appendix 1)	51,965 00	-

REQUISITE MAJORITIES

	£	%
Votes to accept	51,965 00	100 00%
Votes to reject	-	Nil%
Total	<u>51,965 00</u>	<u>100 00%</u>

The votes to approve the arrangement were in excess of the requisite majority of greater than 75% Accordingly, it was resolved that the arrangement was approved

VOTING SUMMARY (CREDITORS) (stage 2)

The votes, as identified at Appendix 1 with an asterisk, are considered to be connected creditors After the discounting of connected creditors' votes, if the votes cast for the rejection of the CVA are in excess of 50% of the value of unconnected creditors to whom notice of the meeting was sent, the proposals are deemed to have been rejected

There were no connected creditors' votes

RESOLUTION 2 – FOR THE ACCEPTANCE THAT THE PROPOSED JOINT SUPERVISORS MAY ACT SOLELY IN RELATION TO THE COMPANY VOLUNTARY ARRANGEMENT ON BEHALF OF ALL SUPERVISORS, TO THE AFFECT THAT THE JOINT SUPERVISORS ARE AUTHORISED TO ACT JOINTLY AND SEVERALLY

VOTING SUMMARY (CREDITORS) (stage 1)

The following creditors were in attendance in person or by proxy and voted to approve that the Joint Supervisors are authorised to act jointly and severally as detailed in the attached schedule

	Accept	Reject
	£	£
Creditor		
See attached list (Appendix 1)	-	-

REQUISITE MAJORITIES

	£	%
Votes to accept	-	Nil%
Votes to reject	-	Nil%
Total	-	Nil%

No votes were cast at the meeting of creditors to approve that the proposed Joint Supervisors may act solely in relation to the CVA on behalf of all Supervisors, to the affect that the Joint Supervisors are authorised to act jointly and severally. However it is detailed within the CVA proposal that each Supervisor may act solely in relation to the CVA on behalf of all Supervisors, to the affect that the Supervisors are authorised to act jointly and severally. As the CVA proposal has been accepted with modifications and no creditors have specifically rejected the second resolution it is deemed that each Supervisor may act solely in relation to the CVA on behalf of all Supervisors, to the affect that the Supervisors are authorised to act jointly and severally.

VOTING SUMMARY (CREDITORS) (stage 2)

The votes, as identified at Appendix 1 with an asterisk, are considered to be connected creditors. After the discounting of connected creditors' votes, if the votes cast for the rejection of the CVA are in excess of 50% of the value of unconnected creditors to whom notice of the meeting was sent, the proposals are deemed to have been rejected.

There were no connected creditors' votes.

NO VOTE RECORDED

There were no proxies considered as invalid.

PROOF OF DEBTS

There were no proofs of debt forms received without a form of proxy

CONCLUSION

The Voluntary Arrangement Proposal was approved with modifications under Rule 1.19 of The Insolvency Act 1986

The Joint Supervisors may act solely in relation to the Company Voluntary Arrangement on behalf of all Supervisors, to the effect that the Joint Supervisors are authorised to act jointly and severally

**Modifications proposed by Voluntary Arrangement Service (VAS) on behalf of
H M Revenue & Customs in respect of:-**

Hilbre Facilities Management Ltd

- 1 **[Interpretation]** Where a modification to the proposal is approved by creditors and accepted by the 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 had admitted their final claims
- 7 **[Expenses of the 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]** Set-off of refunds due from the Crown against debts due to the Crown will be in accordance with statute and established legal principles
- 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 of 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 processed. But if any breach of obligation is not remediated 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 obligations under the arrangement shall continue and the payment shall not reduce the amount of contribution due from the company.
- 16 **[Contributions]** Should any voluntary contribution fall .days into arrears or fall below the amount specified in the arrangement and remain so after .days this shall constitute a failure of the arrangement and the Supervisor shall immediately petition for the compulsory winding up of the company.
- 17 **Nominee/Supervisor** The combined fees will not total more than 20% of the total of the realisations.
- 18 **[Payments]** The company is to make monthly voluntary contributions of not less than £1,300.00 during the currency of the arrangement.
- 19 **[Reviews]** The Supervisor is to conduct a full review every 12 months of the company's business income and expenditure and obtain an increase in voluntary contributions of not less than 50% of any rise in the net income after provision for tax.
- 20 **[Dividend Payments]** All claims will rank in their respective classes for dividend from the first dividend date after they have been lodged with, and admitted by, the Supervisor.
- 21 **[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.
- 22 **[Duration]** The duration of the arrangement shall not exceed 63 months, without the prior approval of a 75% majority in value of creditors' claims voting for the resolution.
- 23 The arrangement shall not be capable of successful completion until all unsecured, non-preferential creditors claiming in the arrangement have received a minimum dividend of 100 pence/£.
- 24 **[Variation]** The company shall not, within 12 months of approval, propose a variation to the arrangement that will reduce the yield to creditors below the forecast of 100p/£ unless the Supervisor can provide clear evidence that the variation proposal results from changed trading circumstances that could not have been foreseen when the arrangement was approved. For the avoidance of doubt, simple mis-forecasting of business turnover or profitability shall not provide cause for variation. The

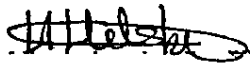
Supervisor's evidence, supporting financial information and notice of a creditors vote shall be circulated to creditors giving at least 14 days clear notice. Creditors shall be asked to say whether the costs associated with the variation shall be met from VA funds in the event that it is rejected.

25 **[Variation]** No variation shall be proposed, following approval of the Arrangement, that would have the effect of varying or removing modifications imposed by HM Revenue & Customs in support of the proposal, without the express prior agreement of the HMRC Voluntary Arrangement Service.

26 The directors of the company shall not:

- a) declare or pay any dividend to shareholders for the duration of the voluntary arrangement
- b) declare or pay themselves additional remuneration or fees save shall be agreed with creditors representing 75% of voting creditors

Signed



Name

Herjinder Helsby

Date

24 September 2014

IN THE HIGH COURT OF JUSTICE,
CHANCERY DIVISION, MANCHESTER DISTRICT REGISTRY

CVA No 3087 of 2014

IN THE MATTER OF THE INSOLVENCY ACT 1986
AND IN THE MATTER OF
HILBRE FACILITIES MANAGEMENT LTD
COMPANY NUMBER 08132539
MEETING OF MEMBERS

CHAIRMAN'S REPORT OF THE MEETING OF MEMBERS TO CONSIDER PROPOSALS FOR
COMPANY VOLUNTARY ARRANGEMENT HELD ON 30 SEPTEMBER 2014 AT 2.30PM AT LEONARD
CURTIS RECOVERY LTD, TOWER 12, 18/22 BRIDGE STREET, SPINNINGFIELDS, MANCHESTER
M3 3BZ

I, Kevin Murphy of Leonard Curtis acting as chairman of the meeting hereby report as follows

- 1 At the meeting held on 30 April 2014 the proposals for a company voluntary arrangement with modifications were considered. The meeting also considered that the proposed Joint Supervisors may act solely in relation to the company voluntary arrangement on behalf of all Supervisors, to the effect that the Joint Supervisors are authorised to act jointly and severally.
- 2 The members of the Company voted as follows

	Accept	Reject
	£	£
Ms Herjinder Helsby	1	-
	<u>1</u>	<u>-</u>

- 3 The meeting passed the resolution to approve the CVA with modifications
- 4 Kevin Murphy and Andrew Poxon of Leonard Curtis Recovery Ltd were appointed as Joint Supervisors of the voluntary arrangement at the meeting of creditors
- 5 The meeting also resolved to approve that the Joint Supervisors may act solely in relation to the company voluntary arrangement on behalf of all Supervisors, to the effect that the Joint Supervisors are authorised to act jointly and severally
- 6 The EC Regulations apply to the CVA and the proceedings are considered to be main proceedings. The company's principal place of business is in England

7 No other resolutions were considered by the meeting

Dated this 30 April 2014

Signed .

A handwritten signature in black ink, appearing to be 'KM' or similar, written over a dotted line.

KEVIN MURPHY
CHAIRMAN