

**PROPOSAL TO CREDITORS FOR A COMPANY VOLUNTARY
ARRANGEMENT/CVA**

FOR

KAST RENEWABLE ENERGIES LTD

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Kast Renewable Energies Ltd (“the Company”)
Company Registration Number: 11523827
In The Matter of The Insolvency Act 1986 (as amended) and The Insolvency
Rules (England and Wales) 2016

Proposal to Creditors for a Company Voluntary Arrangement (“CVA”)

I, Kerry Scott, a director of the Company state that the Company is unable to pay its debts as and when they fall due. The Board of Directors (“the Board”) of the Company wish to propose a CVA under Part 1 of the Insolvency Act 1986, for a composition in satisfaction of its debts or a scheme of arrangement, in full satisfaction of the Company’s liabilities, and I have been authorised to sign this proposal on behalf of the Board.

The Board considers that these are “COMI proceedings” since the Company’s registered office and its trading address are in the United Kingdom, such that its centre of main interest is in the United Kingdom.

EXECUTIVE SUMMARY

Proposed Duration:	48 months
Proposed Monthly Contributions:	£5,000
Total Contributions	£240,000
Estimated Return to Preferential Creditors:	100p in the £
Estimated Return to Secondary Preferential Creditors:	100p in the £
Estimated Return to Unsecured Creditors:	76.6p in the £

STATUTORY INFORMATION

The Company was incorporated on 17 August 2018 in the name ‘Kast Renewable Energies Ltd’ and the Company Registration No. is 11523827.

The Company has not changed its name since its incorporation.

The Company did not utilise a trading name.

The Company’s business is that of renewable energy installations.

The registered office has been located as follows:

From	To	Registered Office Address
7 July 2025	Present	Bank Chambers Marketplace, St Petersgate, Stockport, SK1 1AR

9 August 2023	7 July 2025	4L Bramhall Moor Technology Park, Pepper Road, Hazel Grove, Stockport, Cheshire, SK5 7BW
25 November 2020	9 August 2023	202 Merchants House, Market Place, Stockport, Cheshire, SK1 1EU
Incorporation	25 November 2020	Suite 336 Sbic, Broadstone Mill, Reddish, Stockport, Cheshire, SK5 7DL

The Company trades from 4L Bramhall Moor Technology Park, Pepper Road, Hazel Grove, Stockport, Cheshire, SK5 7BW.

The authorised share capital is 100 ordinary shares of £1 each, which have been issued and fully paid as follows:

Name of Member	Ordinary	Percentage
Kerry Scott	80	80%
Stephen Dootson	20	20%

The officers of the Company are as follows:

Name	Position	Appointed
Stephen Dootson	Director	Incorporation
Kerry Scott	Director	25 November 2020

OTHER INFORMATION

Bankers: Monzo Bank Limited, Leicester, LE87 2BB

Associated companies by way of common director, being Stephen Dootson

Company Name: CRT Construction Ltd
Company Number: 06396978
Status: Dissolved

Company Name: CRT Group (UK) Ltd
Company Number: 08106531
Status: Dissolved

Company Name: Kast Energy Technologies Limited
Company Number: 09121875
Status: Active

Company Name: Rise Off- Grid Modular Solutions Limited
Company Number: 13094666
Status: Active

Company Name: Mayfield Green Management Limited

Company Number: 15155391
Status: Active

Associated live
companies by way of
common director, Kerry
Scott

Company Name: Clean Energy Contractors Limited
Company Number: 06021132
Status: Active

Company Name: Clean Energy Consulting Limited
Company Number: 08604217
Status: Active

Company Name: Kast Energy Technologies Limited
Company Number: 09121875
Status: Active

Registration: The Company is not registered with the Information
Commissioner Office or the Financial Conduct Authority.

Pension: The Company operates a Nest Pensions scheme.

Other documents filed at
Companies House: The last accounts were made up to 31 August 2024.
The last confirmation statement was made on 16 August
2025.

Nominee's name: Molly Monks

Nominee's address: Suite C, Victoria House, Bramhall, Cheshire, SK7 2BE

Nominee's contact
details: info@parkerwalsh.co.uk and 0161 546 8143

Charge 1:

Brief Description: Fixed & floating charge over all Company assets. Contains negative
pledge.

Charge Code: 1152 3827 0001

Created: 17 October 2024

Delivered: 21 October 2024

Status: Outstanding

Person Entitled: Bef Bsc 2 Ltd

HISTORY

Please note that this is the directors' report, and the content is based on information and
explanations provided by Kerry Scott and Stephen Dootson.

The Company was founded in 2018 by Kerry Scott, a seasoned electrician and solar installer with 15 years of experience, and Stephen Dootson, a professional with 35 years of expertise in property development, healthcare, and manufacturing. Initially established as a small start-up, the company specialised in the installation of solar panels and other renewable energy technologies for residential properties.

In its early years, the Company benefitted from the growing interest in solar energy, driven in large part by the UK government's Feed-in Tariff/FiT scheme, which incentivised the installation of renewable technologies. However, this positive momentum was disrupted in March 2019 when the FiT scheme was closed to new applicants, signalling a shift in government policy towards renewable energy and creating an atmosphere of uncertainty within the market.

The onset of the COVID-19 pandemic in 2020 compounded these challenges. The UK's renewable energy sector was significantly impacted by national lockdowns, which paused all non-essential work. Even after restrictions were eased, the Company faced severe labour constraints, with ongoing workforce shortages due to illness, self-isolation requirements, and reduced availability of EU workers. Additionally, the global supply chain disruption caused by factory shutdowns and port delays, particularly from key suppliers in China, Germany, and Southeast Asia, resulted in significant price hikes and extended lead times for essential components, such as solar panels, inverters, and batteries. The cost of container shipping also soared, increasing by 4-10 times during 2020-21, making imported equipment more expensive and less predictable, which directly impacted the Company's profit margins and project timelines.

Despite these setbacks, the pandemic also gave rise to a renewed focus on sustainability and energy efficiency. As people spent more time at home, interest in solar energy and battery storage systems began to rebound. This shift in consumer mindset, alongside the easing of COVID-19 restrictions, contributed to a stronger market for renewable energy installations in 2022-23. The Company was well-positioned to capitalise on this recovery, experiencing notable growth and successfully executing high-profile commercial projects during this period.

However, the post-pandemic growth also presented new challenges. The Company encountered difficulties with overtrading, as the demand for services outpaced its operational capacity. This, combined with ongoing workforce and supply chain issues, hindered the Company's ability to achieve maximum profitability on some projects.

The Company obtained a loan in the amount of £25,000 from Bef Bsc 2 Ltd/BEF, this was secured by way of a charge over the Company's assets. The loan provided cash flow and was used for the day to day running of the Company. In addition to the charge the directors also provided a personal guarantee to BEF. The loan is for a duration of 60 months with monthly repayments of £628. The Company has £22,457 left to pay, the remaining payments have been included in the CVA.

By 2025, the Company again faced significant challenges in meeting its liabilities as and when they fell due. The Company's annual turnover had dropped from £900,000 for the year ending 31 August 2023 to £300,000 for the year ending 31 August 2025, primarily due to ongoing delays in project commencements. However, with the planned projects for

2024 now beginning to take shape in summer 2025, the Company is actively working to restructure its debts through a CVA to facilitate recovery.

The Company's directors have taken proactive steps to streamline internal processes, reduce overheads, and ensure the long-term sustainability of the business. The commitment to repaying all Company debts remains a priority as the Company navigates its recovery and aims for a return to profitability. The Company are aiming to work from home to decrease costs such as rent and utilities.

In summary, the Company has shown resilience overcoming the initial challenges of market uncertainty and the global pandemic. As the Company enters a new phase of its development, it remains focused on its core mission of advancing renewable energy solutions, while adapting to the evolving needs of the market and maintaining a steadfast commitment to its financial obligations.

RELEVANT INFORMATION

As part of the process of considering the most appropriate formal insolvency solution for the Company, the Board also considered placing the Company into Administration and Creditors' Voluntary Liquidation/CVL, but having considered those options has decided to seek approval for a CVA.

The Board has had not had discussions with creditors regarding the proposed CVA.

The Board considers that a CVA is desirable because the Company will preserve the goodwill as a trading entity and it provides creditors with a better return than they would receive in Liquidation. This will also save jobs as the employees of the Company will continue to work. This proposal is for a CVA in composition of the Company's debts in full and final settlement. Provided that the Company completes the CVA successfully, creditors bound by the CVA will not have any recourse against the Company for the balance of their claims that remains unpaid at the end of the CVA.

The Board consider that if the CVA is not approved the Company will have to consider an alternative insolvency procedure and that is most likely to be a CVL.

This proposal should be read in conjunction with the Standard Terms attached at Appendix A, which have been adapted for corporate use from version 4 of the terms issued in April 2019 by the Association of Business Recovery Professionals/R3 for use in Individual Voluntary Arrangements. Where there is any conflict between the Standard Terms and this proposal, this proposal will prevail, but wherever possible conflict has been avoided.

All references in this proposal to "the insolvency legislation" are to the primary and secondary legislation governing CVAs in force at the date this CVA is approved by creditors.

Details of the Company's assets and any security held by creditors over those assets are set out in the attached Statement of Affairs.

If the Company is found to have any potential claims for mis-selling of complex financial instruments, such as interest rate swaps, those claims shall be part of this CVA. Any money

received, net of the costs of identifying and pursuing the claim, will be paid into the CVA in addition to the agreed contributions. It is anticipated that any claims the Company, used to identify and pursue any claims, will contract with the Company and/or the Supervisor and will deduct their costs from any recoveries before accounting for the balance to the Supervisor. However, if money is paid direct by a financial institution to the Supervisor, the Supervisor will be allowed to pay the costs to the claims management Company and only retain the net realisation for the CVA. Any claims management Company will be employed at typical industry rates. Based on the information currently available, it is understood that this issue does not apply to the Company. Should a claim arise, it will be quantified and addressed accordingly.

The Board do not intend to use a claims management Company that has any connection with the Nominee or proposed Supervisor or any associate of the Supervisor and if that were to be considered in the future their fees would require approval as a variation to this CVA.

DURATION, CONTRIBUTIONS AND CVA ASSETS EXCLUSIONS

The expected realisations under this proposal comprise contributions from the Company's income and collection of the Overdrawn Directors Loan Account/ODLA.

Details of the Company's current trading projections are reflected in the attached cash flow forecast and projected profit and loss account. These documents were provided by the directors with assistant from their accountant. The Company proposes to pay £5,000 for 48 months giving a total of £240,000. The first payment will be due one calendar month following the acceptance of the CVA and payments will be due monthly thereafter.

The payment period under the CVA will be 48 months. After this period, the CVA can continue for six months to allow the Supervisors to make the final distribution and complete their administration of the proposal.

No more than three calendar months before each anniversary of this CVA the Supervisors will conduct a review of the Company's trading. Where appropriate, and at the request of the Supervisors, the Board will verify any increases in expenditure by providing documentary evidence. In the event that the Company's surplus income, after providing for Corporation Tax, has increased, whether through increases in turnover or through a reduction in operating costs, the Company will increase payments from the anniversary of the CVA by 50% of the increased surplus. The Board undertake to provide the Supervisors with any information that they may require to conduct the review and to repay any arrears that arise from any delay in completing the review before the next anniversary of the CVA.

Where at any time during the CVA the Company receives any exceptional income not included in the original surplus income calculation, or receives monies that are similar to a windfall in nature, then the Company shall include this additional income as an asset within the CVA. The Company shall disclose the receipt of such monies to the Supervisors within 14 days of receipt and pay 50% of the amount received to the Supervisors, such payment to be made before the end of the year of the CVA in which the Company receives the monies. Routine turnover allowed for in the surplus income calculation is not included, and the Board understand that this obligation is in addition to the Company's obligation to provide details of its trading to the Supervisors on an annual basis, and to make any increased contributions arising from that review.

For the avoidance of doubt, all of the Company's assets belonging to or vested in the Company at the date of commencement of the CVA, and which would form part of the Company's estate in a liquidation are excluded from the CVA, other than those assets that have been specifically included by virtue of the terms of this proposal.

No third-party property is included in this CVA.

The following guarantees have been given by third parties in respect of the Company's liabilities:

Guaranteed Liabilities	Description	Amount Secured (£)	Outstanding Amount (£)
BEF	Contains a fixed and floating charge over all the property or undertaking of the Company. Personally guaranteed by the directors.	25,001	22,457
Maxcap Capital Ltd	Personally guaranteed by the directors.	16,000	4,192
New Wave Capital Limited	Personally guaranteed by Stephen Dootson.	20,000	7,000
Fleximise Limited	Personally guaranteed by the directors.	57,750	35,662
Links Electrical Supplies Ltd	Personally guaranteed by the Stephen Dootson.	Unlimited	55,537
Business Growth Hub Loans	Personally guaranteed by the Stephen Dootson.	60,000	30,954

The above amounts are all shown exclusive of VAT except Links Electrical Supplies Ltd which is shown inclusive of VAT.

No guarantees are offered in support of this CVA.

EXCLUSIONS

ALG finance Limited/ALG provided a hire purchase agreement in respect of a motor vehicle. Monthly payments of £275 are scheduled to end in August 2026. The Company needs the vehicle as an essential tool to continue trading and provide the income to meet its contributions under the terms of the CVA. It is anticipated that the Company will be able to continue its operations without disruption, as the necessary funds to meet this obligation will be in place, ensuring no immediate impact on trade. As a result, ALG's claim is excluded from the CVA.

Holiday pay, wage arrears, payment in lieu of notice, and redundancy pay due to employees will not be liabilities under the CVA, if it is approved, as the employees will remain in ongoing employment with the Company. Similarly, the Company will continue to pay the pension contributions. The current pension arrears have been included in the CVA.

LIABILITIES, ANTECEDENT TRANSACTIONS, CLAIMS, DIVIDENDS AND VARIATION

The Company's liabilities are set out in the attached Statement of Affairs. Any preferential creditors, as defined by the insolvency legislation, will be paid in priority to the other unsecured creditors, with ordinary preferential creditors, such as employees, ranking ahead of secondary preferential creditors, such as HMRC in respect of certain specified liabilities.

Employees. The employees have to be given notice of the CVA proposal, both as contingent creditors and because the CVA affects their right to be paid from the National Insurance Fund in the event of the termination of the CVA. In simple terms, if the Company enters liquidation without going into CVA first the employees get paid certain amounts from the fund, but if the Company enters CVA first they may lose that right. They will still be preferential creditors for the same amount in any subsequent liquidation, but they will not be paid out of the National Insurance Fund, so will only get paid if there are funds available for distribution to preferential creditors. The Company's ability to continue to trade and make contributions into the CVA is dependent on the employees continuing to work, but they should seek independent legal advice if they are concerned about how a CVA may affect them.

The intention is for the employees retained by the Company to be excluded from the CVA, such that the Company will continue pay their wages and other obligations under their contracts of employment as normal. This is required in order to facilitate the continued trading of the Company in order to generate income to meet the Company's obligations under the terms of the CVA.

All other unsecured creditors will rank equally for dividend, but creditors who are associates of the Company, or are connected with the Company, as defined by sections 249 and 435 of the Insolvency Act 1986, will only be paid once unconnected creditors have been paid in full, together with statutory interest.

Prescribed part of the net property. There are provisions of the insolvency legislation that mean that in the event of Liquidation, Administration or Administrative Receivership the Liquidator, Administrator or Receiver ("office holder") is required to set aside a percentage of a Company's assets for the benefit of the unsecured creditors in cases where the Company gave a "floating charge" over its assets to a lender on or after 15 September 2003. This is known as the "prescribed part of the net property." A Company's net property is that left after paying the preferential creditors, but before paying the lender who holds a floating charge. The office holder has to set aside:

- 50% of the first £10,000 of the net property; and
- 20% of the remaining net property;

up to a maximum of £800,000. Where the net property is less than £10,000, the insolvency legislation does not require the office holder to distribute the prescribed part of the net

property to creditors if they think that the costs of distributing the prescribed part would be disproportionate to the benefits to the unsecured creditors. Even if the net property is greater than £10,000 the office holder can still apply to Court for an order disapplying the prescribed part provisions on the basis that the costs of distributing the prescribed part to the unsecured creditors would be disproportionate to the benefits to the unsecured creditors.

The Company granted a floating charge to BEF on 17 October 2024 such that the prescribed part provisions would apply if this proposal were not accepted and the Company goes into Liquidation. The net property of the Company is estimated to be nil and hence the prescribed part of the net property available for unsecured creditors is therefore estimated to be nil, as at the date to which the statement of affairs was prepared. The Estimated Outcome Statement attached to this proposal shows the effect of the prescribed part on unsecured creditors in the event that this proposal is not accepted and the Company is placed into a CVL.

For the purposes of voting and distribution, creditors' liabilities shall be calculated as at the date of the decision of creditors held under Section 3 of the Insolvency Act 1986.

There are no known claims in respect of antecedent transactions, as defined by the insolvency legislation.

Creditors other than HMRC not submitting claims within 4 months of the decision procedure to approve the proposal will be excluded from participating in dividend payments, unless a reasonable explanation is provided for why this delay has occurred. In cases where the Supervisor accept the explanation is reasonable, those creditors will, subject to available funds, be entitled to receive their full share of dividends, notwithstanding the fact that some distributions may have been made prior to submission of the claim, but they shall not be able to disturb prior dividends.

Any claim submitted for voting purposes in respect of the decision procedure to consider the proposal will also be considered to be the creditor's claim for dividend purposes, unless the creditor submits a revised claim.

The first dividend to non-preferential unsecured creditors shall be paid within 12 months of the payment in full of preferential creditors and will subsequently be paid annually as a minimum thereafter. Distributions will depend on the contributions received but will be approximately nil in year one and 76.6p in the £ in total in years two to four. These amounts are estimates only and may be varied by the Supervisor at their discretion if the circumstances of the case change.

TERMS INCLUDED TO COMPLY WITH THE REQUIREMENTS OF HMRC

Effect

(Interpretation) Any modification to the proposal approved by creditors and accepted by the Company shall wholly supersede any contradictory terms or implied provisions in the proposal. Any conflicting modification(s) proposed by creditors shall be fully resolved prior to approval of the proposal in order that the intention of the modification is given priority and effect.

(Variation) No variation shall be proposed following approval of the CVA that would have the effect of varying or removing modifications imposed by HMRC in support of the proposal without the express agreement of the HMRC Voluntary Arrangements Service.

(Variation) The Company shall not, within 12 months of approval propose a variation to their CVA that will reduce the yield to creditors below the forecast unless the Supervisor can provide clear evidence that the variation proposal results from changed trading circumstances that could not have been foreseen when the proposal was made to creditors. The Supervisor's evidence together with supporting financial information and notice of the decision procedure shall be circulated to creditors giving at least 14 days clear notice. No variation fee shall be drawn without creditors' approval.

HMRC claims

(Expenses of VA - Taking Control of Goods) In return for HMRC surrendering its security for the benefit of creditors as a whole, the Controlled Goods Agreement is to be paid as an expense of the CVA to the extent of an agreed valuation of the goods which have been taken control of and in a sum no greater than the valuation, plus specified costs. The Company shall introduce sufficient funds over the duration of the CVA to ensure that the dividend to unsecured creditors is not reduced by this payment.

(HMRC claim) The HMRC claim in the CVA will include £14,818 to VAT, £32,215 to PAYE and £4,056 to Corporation Tax

- due to the day before; and
- assessed for accounting periods ending on or before the date the CVA is approved, or the prior Administration or Liquidation began.

(Time limit) No time limit for lodging claims shall apply to HMRC. It shall not be possible to conclude the CVA until such time as HMRC's claim has been admitted in full or HMRC has confirmed in writing that it will not lodge a claim.

(Dividend prohibition) No non preferential distribution shall be made until the HMRC claim has been made and the Supervisor have admitted the claim for dividend purposes.

(Post approval returns and liabilities) All statutory returns and payments due to HMRC post approval of the CVA shall be provided on or before their due date.

(Outstanding returns) All statutory accounts and returns overdue when the proposal is approved must be submitted to HMRC within one calendar month of approval together with any additional information required.

(Expenses of CVA) All Taxes due on realisation of assets included in the CVA will be regarded as an expense of realising the asset payable out of net sale proceeds.

(Tax-Overpayments)

- Where a repayment is due to the Company for periods covered by the CVA, it must be set against HMRC debt claimable in the CVA in the first instance. Any surplus will be set against claims of other Government Departments. Any surplus will then be offered to the Supervisor.
- Where the repayment is due to the Company for periods arising after the CVA is approved it will be set off against any post approval HMRC debt. Any

surplus will be refunded to the Company unless other restrictions apply, for example repaying an overseas debt or satisfying a confiscation order.

General

(Co debtors) The CVA releases the Company from its debts but it doesn't also release its co-debtors from these debts.

(Increased claims) Where the actual value of creditor's total claims exceeds by 10% or more of the stated value of their affairs supplied by the Company for the purposes of this proposal this will constitute a breach of the CVA. If this happens the Supervisor must ask the creditors what they wish to do with the CVA overall.

(Termination) The CVA shall terminate when:

- A winding up order is made, a winding up resolution is passed or the Company enters administration.
- Following the issue of a Certificate of Termination (where there is authority for the Supervisor to issue the certificate).

(CVA trusts) When the CVA is terminated, any trust (either expressed or implied) ends. Any asset already realised shall be distributed to creditors after the Supervisor's fees and expenses are paid.

(Non-compliance) Failure to comply with any term of the CVA will constitute a breach of the Company's obligation under the CVA. The Supervisor will work with the Company to remedy any breach of obligation. Rule 15.3(3) and (4) (requisite majorities) will apply where any variation is proposed.

If any breach of obligation is not remedied within 30 days of its occurrence this will constitute a default of the CVA that cannot be remedied and the Supervisor shall issue a Certificate of Termination and petition for a winding up order without further recourse to creditors.

Contributions/review

(Annual contribution review) On every anniversary of the CVA the Supervisor must carry out a full review of the amount of contributions made. The review must be based on the Company's business income and expenditure for the year end immediately before the anniversary. So that the Supervisor can do this, the Company must provide management accounts of the preceding 12 months and cash flow projection for the following 12 month period. The management accounts must include Profit and Loss and the relevant balance sheet. The Company must do this within one month of the anniversary. Where the Company's income has increased, it must agree to increase its voluntary contributions by at least 50% of any rise in net income after tax.

(Third Party Payments) If the third party does not make the proposed payment or payments forming part of the proposal within the timescale set out in the proposal that is a breach of the CVA that cannot be remedied. No third party payment is due to be received during the CVA.

(Third party claims) The claims of third parties who have contributed to the assets available under the CVA shall be treated as deferred and only rank for dividend once all unsecured claims have been satisfied.

(Directors loans) Directors and shareholders have to repay in full all loans made to them by the Company within 12 months of the approval of the proposal. The Company has to pass all monies repaid to it to its Supervisor within 7 days of receipt for the benefit of the CVA. The directors and shareholders must not borrow any further funds from the Company for the duration of the CVA. Failure to repay loans and/or of the Company officers incurring additional loan accounts shall be deemed a breach of the CVA that cannot be remedied.

(Contributions) The CVA fails if either a voluntary contribution falls into arrears for 30 days or falls below the agreed amount and remains so after 30 days. If this happens the Supervisor must petition for the compulsory winding up of the Company.

(Supervisor) The discretion given to the Supervisor to vary contributions shall be removed. The Supervisor must instead canvass the views of creditors and if necessary conduct a decision procedure to vary the terms of the CVA.

(Statutory Interest) Where creditors' claims are met in full, section 189 Insolvency Act 1986 shall apply. All references to winding up shall be taken as references to CVA and statutory interest shall be paid from the date the CVA is approved, or the date of any earlier winding up order, winding up resolution, or the date the Company was placed into Administration, to the date of payment, so far as available funds will allow.

Directors and shareholders

The directors of the Company shall not:

- a) declare or pay any dividend to themselves or the shareholders of the Company for the duration of the CVA.
- b) declare or pay themselves additional remuneration and or fees above £21,600 gross per annum.
- c) increase the remuneration of any person involved in the management of the business, whether by way of increase in salary, payment, bonus or benefit.
- d) create or extend any mortgage, debenture, charge or security over any part of the Company/business except for those that subsist at the date of the proposal. This shall not affect any commercial factoring or similar CVA.

Completion

The CVA shall not be capable of successful completion until all preferential creditors have been paid in full and unsecured, non-preferential creditors claiming in the CVA have received a minimum dividend of 76.6p in the £.

Fees

(Winding up fees) On the day of the decision procedure which approves the proposal the Company will pay over to the Nominee in cleared funds sufficient for winding up proceedings against the Company. If the full amount of cleared funds is not received by

the time of the decision procedure this shall be deemed non-acceptance of this modification and HMRC's vote must be counted as one for rejection of the proposal.

The Supervisor will confirm in their report of the outcome of the decision procedure that sufficient funding has been received if the proposal gains acceptance.

(Liquidation costs provision) The Supervisor will retain sufficient funds for winding up proceedings against the Company and such funds will rank ahead of any other expense of the CVA. For the avoidance of doubt this shall include unpaid Nominee's fees and expenses as at the date of the decision procedure at which the proposal is approved. Funds set aside under this provision must not be used to fund a Creditors' Voluntary Liquidation and shall remain an asset of the CVA. Funds retained by the Supervisor to enable winding up proceedings to be taken will be distributed to creditors upon satisfactory completion of the CVA subject to a limit of 100 pence in the pound being achieved.

NOMINEE AND SUPERVISOR

Most CVAs are now exempt from VAT. Because there are circumstances where standard rate VAT may still apply, such as where there is a change in Supervisor, the Board have taken a prudent approach and included reference to VAT, should it apply, in the proposal terms. The Board have not accounted for VAT in the Estimated Outcome Statement. If the Supervisor subsequently changes and standard rate VAT has to be added to any remaining fees and expenses at that time, this will allow the CVA to continue as approved without the additional cost of a variation decision and the revised outcome will be explained in any subsequent progress report.

The Nominee is expected to become the Supervisor. The Nominees fees of £7,500 have been paid in full. They will make no charge for their disbursements or expenses other than those directly attributable to the case. The Nominee has interviewed the Board and collected information about the Company's income and expenditure and assets and liabilities. The Nominee has reviewed the information obtained about the Company's financial position and advised the Board about the available options to deal with the Company's financial circumstances. The Nominee has assisted in drafting this proposal. The Nominee will convene a decision procedure of creditors and a general meeting of the Company to consider approving this proposal and supervise the decision procedure. This work is necessary to enable the Company to address its financial problems and propose a CVA. Some of the work was specifically required by statute and regulatory guidance, but it directly contributed to the commercial offer that the Company is now making to its creditors. The Board understand from the Nominee that this fixed fee is also in line with the time costs they have incurred when acting as Nominee of CVAs of a similar complexity. The Board thinks that this shows that the fee paid to the Nominee is a fair and reasonable reflection of the work carried out.

The Nominee and proposed Supervisor is Molly Monks of Parker Walsh Corporate Recovery Limited of Suite C, Victoria House, Bramhall, Cheshire, SK7 2BE who the Board understands is a licensed insolvency practitioner authorised in the UK by Insolvency Practitioners' Association. The Supervisor may also be contacted by phone on 0161 546 8143 or by email on info@parkerwalsh.co.uk. When carrying out all professional work relating to an insolvency appointment, Insolvency Practitioners are bound by the Insolvency Code of Ethics.

The Supervisor's main functions will be to accept the Company's contributions from income and other property forming part of the CVA and make distributions to creditors. They shall have the power to do anything necessary to facilitate these main functions. If necessary, the Supervisor may seek to vary or fail the CVA, but it is currently anticipated that the Supervisor will eventually conclude the CVA. This work is necessary to administer the CVA. Some of the work is required by statute and regulatory guidance, but it will contribute to the payment of the agreed dividends to creditors and the conclusion of this CVA.

The Supervisors will be remunerated by receiving a fixed fee of £7,000 per annum. The Board understand from the proposed Supervisor that they consider that the fixed fee they are seeking approval for reflects the risk that they are taking, the nature of the assets involved, and the complexity of the case. The Board understand from the proposed Supervisor that this fixed fee is also in line with the time costs they have incurred when acting as Supervisor of CVAs of a similar complexity. The Board thinks that this demonstrates why the fixed fee proposed is expected to produce a fair and reasonable reflection of the work that they anticipate will be necessarily and properly undertaken.

The Supervisor's fees are expected to total £28,000, being the full amount of the fixed fee. The Board anticipates that the Supervisor will be able to draw their fixed fee in full as indicated in the Estimated Outcome Statement provided with this proposal. The Supervisor may draw remuneration and expenses from CVA funds as and when they become available.

Expenses are any payments from the CVA which are neither the Supervisor's remuneration nor a distribution to a creditor or a member. Expenses also includes disbursements. Disbursements are payments which are first met by the Supervisor and then reimbursed to the office holder from the estate. Expenses are split into:

- category 1 expenses, which are payments to persons providing the service to which the expense relates who are not an associate of the Supervisor; and
- category 2 expenses, which are payments to associates of the Supervisor, or which have an element of shared costs. Before being paid category 2 expenses require approval in the same manner as the Supervisor's remuneration.

The Supervisor will not charge for expenses other than those directly attributable to the CVA, i.e. they will only recover category 1 expenses.

The estimated expenses of the CVA are £1,270 and are detailed in the Estimated Outcome Statement provided with the proposal.

Further information about creditors' rights can be obtained by visiting the website of the Association of Business Recovery Professionals (R3) at <https://www.r3.org.uk/technical-library/england-wales/technical-guidance/creditor-guides/>. A copy of 'A Creditors Guide to Supervisor's Fees' also published by R3, together with an explanatory note which shows Parker Walsh's fee policy are available at the link <https://www.parkerwalsh.co.uk/resources/#general>. Please note that there are different versions of the Guidance Notes and you should refer to the most recent version.

Any funds received by the Supervisor will be held in a separate designated clients' account at a UK bank or in a separately designated 'leg' of any aggregated or 'hub' account operated

by the Supervisor. These funds must be kept separate from any other estate, clients' monies or practice funds and be held on trust for the benefit to the CVA creditors. Any funds not required for the immediate purposes of the CVA may be put in an interest bearing account or otherwise invested as permitted under the insolvency legislation.

Any funds not paid on termination of the CVA, whether as a result of unclaimed dividends, increased payments or windfalls, will be dealt with as follows; Any amount under £200 will be returned to the Company with a list of those to whom it is due and the Company will be responsible for accounting to them if they subsequently claim. In the event that a creditor has not cashed any cheque 6 months after it is issued or if the payment is made by another method and is returned, the Supervisor can donate the money to a registered charity of the Supervisor's choice. Any amount over £200 will, so long as the costs of distribution are not prohibitive, be re-distributed among the remaining creditors until they have been paid in full, together with statutory interest.

TRADING AND OBTAINING CREDIT

The Company will generate earnings during the CVA through continued trading. The focus will be on the completion of ongoing and new contracts. Earnings will be closely monitored by the Supervisor to ensure compliance with the CVA terms and to assess the ongoing viability of the Company's operations.

The Supervisor will exercise appropriate control over the business operations, including regular reviews of financial performance, key operational decisions, and ongoing compliance with the CVA terms. The level of control will depend on the specific requirements of the CVA and the need for the Supervisor to protect the interests of creditors while ensuring that the Company is able to continue trading. This includes oversight of significant financial transactions, restructuring initiatives, and decisions that may materially affect the Company's ability to meet future liabilities.

The primary purpose of continuing to trade during the CVA is to enable the Company to generate sufficient earnings to satisfy its liabilities and return to financial stability. The Company aims to reduce its debt burden, maintain operations, and ultimately emerge from the CVA in a stronger financial position. This will also enable the Company to preserve jobs and retain key relationships with suppliers and customers.

An appropriate business plan has been developed to justify the decision to continue trading. This plan outlines the strategies and assumptions that the Company will rely on to restore profitability. These assumptions are based on projected revenue, calculated using figures from the previous year's earnings. Additionally, they factor in the completion of ongoing contracts and the acquisition of new business opportunities. The business plan is proportional to the size and complexity of the Company, taking into account the need for adjustments to current operations to meet the challenges of the CVA.

A detailed cash flow forecast has been prepared by the directors with the assistance of their accountant to demonstrate the Company's ability to meet its liabilities, particularly with respect to obligations to HMRC. The forecast is based on realistic projections of future income and expenditure, including anticipated payments to creditors and the ongoing costs of operating the business. It will be regularly reviewed and updated by the Supervisor to ensure that the Company remains on track to meet its obligations.

The following financial assumptions have been applied in projecting performance over the duration of the CVA. It is assumed that several key projects will be fully completed in the financial year ending 31 August 2026. Additional projects are expected to be finalised in the year ending 31 August 2027. For the financial years ending 31 August 2028 and 2029, a 10% year-on-year sales growth has been forecast, based on historical performance and expected market conditions.

The Company has included in its projections only those projects that are highly likely to proceed within the next financial year. Based on historical experience, there is often a delay between customer acceptance of a quotation and the actual commencement of the project. As such, the forecast takes a conservative approach by scheduling the associated revenues and costs later than initially anticipated by clients. This cautious outlook reflects a broader challenge within the industry, which is characterised by volatile workflows and inconsistent cash flow patterns.

While additional projects may arise during the year, the forecast avoids overstatement by not including speculative work, thereby providing a more balanced and realistic view. The Company requires the successful delivery of approximately three to four projects annually to meet the obligations under the CVA. However, the intention is to exceed this minimum in order to complete the CVA ahead of schedule.

If the CVA is approved, the Company will be required to pay for materials in advance of project commencement. Typically, subcontractor labour is paid upon completion of work and receipt of the final payment from the customer. Under the standard payment structure, clients are invoiced in three stages: 33% up front (to fund material procurement), 33% upon delivery of materials to site (to cover operational costs), and the final 33% on completion (representing the profit margin). The Company has previously benefitted from 60-day credit terms from material suppliers, but this arrangement is no longer available under current circumstances.

In the financial forecast, cash inflows and outflows are itemised by individual project under turnover and cost of sales. Overheads are reported in aggregate and not allocated to specific projects. The forecast for the financial year 2025/26 includes four confirmed projects with associated costs clearly broken down under these headings. Further detail or reformatting can be provided upon request.

Additional prospective projects are listed in the sales pipeline worksheet. However, due to the absence of confirmed timelines or formal commitment from these clients, they have been excluded from the current cash flow model. The Company's sales team is actively engaged with these potential clients to ensure readiness should any of the confirmed projects fall through. Despite a challenging prior 18 months marked by slower-than-expected conversion of opportunities, the Company believes that the CVA would have been serviceable even under those conditions. The outlook for the next two financial years is significantly improved.

A gross margin of 45% has been applied, consistent with historical levels, and includes a 10% contingency on planned direct costs to allow for unforeseen variations. Directors' salaries are assumed to remain fixed throughout the CVA period. An annual inflationary pay rise of 5% has been applied to one team member, subject to performance.

No premises costs have been included, as the business is currently operating remotely. However, the requirement for storage remains undecided. At present, no provision has been made for storage costs. The current proposal is to simplify the stock and tools inventory—either by selling or utilising them on projects, so as to avoid incurring storage expenses wherever possible.

Finally, no Corporation Tax liabilities are anticipated until the financial year ending 31 August 2028, due to the availability of brought-forward losses for offset.

It is important to note that the cash flow forecast does not include contingencies for unforeseen events or ad hoc, unexpected payments. Therefore, while the forecast indicates a positive outlook, the Company must remain prepared to address any potential challenges that could arise during the forecasted period.

The Company is actively pursuing a comprehensive strategy to strengthen its market position and drive sustainable growth by leveraging existing strengths and pursuing new opportunities. A key focus remains on deepening relationships with existing clients and contacts. By nurturing these connections and consistently delivering value, the Company continues to generate referrals and identify new project leads, reinforcing its reputation as a trusted and reliable partner.

In addition to organic growth through existing networks, the Company is actively engaging in strategic networking initiatives. Participation in targeted industry groups and events allows the team to broaden its professional reach, stay informed on market trends, and develop relationships with key stakeholders across relevant sectors. These interactions are proving instrumental in opening doors to collaborative opportunities and expanding the business's influence within the energy and sustainability space.

To further enhance visibility and attract new clients, the Company is implementing a range of digital strategies aimed at increasing website traffic and lead generation. Efforts include improved search engine optimisation, content marketing, and the integration of targeted digital campaigns. The website is positioned as a central hub for showcasing capabilities, success stories, and service offerings, ensuring prospective clients have a clear understanding of the Company's value proposition.

Complementing its digital strategy, the business is also strengthening its presence on social media platforms. Through consistent and engaging content, the Company is building awareness, sharing expertise, and establishing thought leadership in the areas of low-carbon technology and sustainable energy solutions. These efforts are helping to create a more recognisable and credible brand image, fostering connections with both existing and prospective clients.

A significant opportunity for growth lies in the Company's partnership with Greater Manchester's Green Economy initiative. As a preferred supplier, the Company is directly involved in identifying and delivering viable low-carbon projects across the region. This collaboration not only aligns with the Company's mission to support decarbonisation efforts but also positions it as a key contributor to regional sustainability goals.

The Company is also well-positioned within the public sector procurement landscape, being listed on multiple tender frameworks that often require specific industry certifications. These frameworks offer valuable access to government contracts and

infrastructure projects. By actively tracking tender opportunities and aligning resources accordingly, the Company aims to secure high-value work that aligns with its technical and operational capabilities.

Another priority is the development of partnerships with energy consultants. Meetings are being arranged to explore joint opportunities for delivering impactful and practical energy projects. These collaborations are expected to broaden the business's technical reach, improve project delivery, and provide additional routes to market.

Currently, the Company is managing multiple projects that are deliverable within the next six months. However, the potential entry into a CVA introduces uncertainty regarding client and stakeholder decision-making. While the pipeline is commercially strong and the projects remain viable, the Company is aware that a CVA could influence how clients perceive financial stability and may affect the timing or approval of forthcoming decisions. Continued transparency and proactive communication will be essential in maintaining trust and securing the successful delivery of these projects.

These changes are designed to improve efficiency, reduce operating costs, and improve profitability. These measures reflect the challenges the Company faces and are necessary to ensure its continued viability.

Certain creditors, particularly those whose support is essential to the continuation of trading, may be treated differently. This includes employees, whose continued support is vital for the ongoing operations of the Company. The Company will engage in discussions with these key creditors to secure their cooperation, and any differential treatment will be explained in detail. This may include arrangements such as deferred payments, reduced settlement amounts, or other forms of restructuring specific to these creditors.

Supporting evidence, including financial statements, market analysis, and other relevant documents, will be provided to substantiate the profit and cash flow projections. These projections are based on several key assumptions, including anticipated revenue growth through securing new contracts, cost savings achieved by reducing or concluding various lease and finance agreements at the end of the calendar year, and operational efficiencies aimed at improving profitability. We acknowledge that certain assumptions may involve a degree of risk, such as market fluctuations, customer demand, and external economic conditions. These factors will be disclosed in detail to ensure transparency, and the projections will be regularly reviewed and updated to reflect actual trading performance and any necessary adjustments.

It may be necessary for the Company to engage specialist assistance to support its trading activities, particularly where this expertise is beyond the scope of the Supervisor's duties. Such assistance may include legal advice for example. The nature of this assistance, along with the associated costs, will be outlined. Where the assistance is provided by an associate of the Supervisor or their practice, full disclosure will be made in accordance with SIP 9. All associated costs will be included in the outcome statement.

The Company shall remain solely responsible for the conduct of any future trading of the business and any liability arising therefrom. Neither the Nominee nor the Supervisor shall have any personal liability in respect of any future trading activities or any debts or liabilities incurred from such trading.

The Company shall not incur any liability, other than on normal credit terms, with trade suppliers or otherwise borrow money for the purposes of trading within the period of the CVA, without the express written authority of the Supervisor. In the event that the Company fails to meet the trading liabilities falling due within the period of the CVA, this will constitute a default.

The Company shall not grant any security for borrowings incurred or otherwise give any guarantees to any third parties for liabilities arising during the period of the CVA.

The Company shall remain responsible for the payment of any taxation liabilities and the submission of appropriate returns and accounts due to HMRC arising from the continuation of trading as they fall due.

The Company will include details of any VAT on the Nominees' and Supervisors' fees and expenses in any VAT returns and account for the repayment to the Supervisor. These amounts will be treated as extra contributions in addition to the agreed payments into the CVA.

DECISIONS, VARIATIONS, TERMINATION AND FULL IMPLEMENTATION

The Company may propose variations to the proposal after it has been approved and these may be considered at a decision procedure convened by the Supervisor for this purpose.

The Supervisor may convene a decision procedure to resolve any matter under the CVA, to seek the views of creditors, or to vary its terms in accordance with the standard terms.

Any resolution agreed at a decision procedure is subject to the right of the Company, the creditors or the members to appeal a decision of the convener or chair to the Court under rule 15.35 of the Insolvency (England and Wales) Rules 2016. Any such appeal must be made within 28 days of the date on which the report of the meeting is filed in Court

In this CVA, breach, failure and all similar terms except any specific reference to "termination" will be construed to refer to any event that may lead to the early unsuccessful end of the CVA. This will include, but is not necessarily limited to:

- any failure by the Company to co-operate with the Supervisor;
- any time when the Company falls three payments into arrears with the CVA, not necessarily consecutively;
- and any failure by the Company to comply with the terms of this CVA.

In the event of a breach, the standard terms shall apply.

If the CVA does not conclude satisfactorily, the Supervisor shall bear no responsibility for the making of payments by way of dividend, distribution or otherwise to creditors other than as set out in this proposal.

In the event that it appears to the Supervisor that there are sufficient funds to make payment in full of the creditors' claims, plus statutory interest, and the fees and associated costs of the CVA, they shall do so expeditiously and in conclusion of the CVA.

REFERRAL SOURCE AND ANY PAYMENTS MADE TO DATE

No payments have been made to any referrers to date. The Nominee has already received payments totalling £7,500 from the Company. Where any payments have been made by the Company to the Nominee, or any third parties, in relation to the original consultation or preparation of the proposal, any balance remaining (after deduction of the fee agreed by the Company) will be paid into the CVA. This is in addition to the contribution offered by the Company in the proposal.

GENERAL MATTERS

A comparison showing the estimated outcomes of the CVA and CVL is attached. This shows that preferential creditors should be paid 100p in the £ if this proposal is approved and fully implemented and would receive 100p in the £ in a CVL.

It also shows that unsecured creditors should be paid 76.6p in the £ if this proposal is approved and fully implemented but would receive nil pence in the £ in a CVL.

The Estimated Outcome Statement shows that the costs of the CVA are anticipated to be £29,270, made up of the following fees and expenses:

- Bond – (cost of external provision) - £1,020 estimated
- Employee Specialist's fees – (cost of external provision) - £250
- Supervisor's fees – Fixed fee basis - £7,000 per annum

The bond, of £1,020 has been estimated based on the anticipated realisation value of the Company's assets. The bond is a statutory requirement for all insolvency office holders, which must be obtained for each insolvency appointment. The final amount of the bond will be determined once the relevant application has been submitted.

The employee specialist's fees relate to redundancy calculations for a CVL scenario and are relevant for comparison purposes only. The costs are based on similar scenarios and accurately reflect the work carried out by the employee specialist. The employee specialists I have used are IPERA Services Limited/IPERA. The reason I have instructed IPERA is because of my perception of their experience and ability to perform this type of work and the complexity and nature of the assignment.

The Board confirm that the Company has been fully advised of all of the options available to it for dealing with its indebtedness and understands that advice. The Board confirm that we understand the consequences of proposing a CVA and the Company is prepared to be bound by the CVA if approved by creditors.

The claims of creditors for voting purposes in connection with the decision to consider the CVA Proposal and decisions during the course of the CVA will be valued applying the rules set out in the Insolvency (England & Wales) Rules 2016. Where those liabilities are long term or contingent liabilities, the chair of the decision procedure will consider taking the advice of a relevant specialist, depending on the nature of the liabilities, to assist them in determining an appropriate basis on which to value such liabilities for voting purposes.

This CVA will be binding on any creditor whose claim has been omitted from it, but who would have been entitled to vote if they had been notified of the decision procedure held to approve it. On discovering the claim of such a creditor, the Supervisor must send immediate notice requiring them to give details of their claim as at the effective date. Four months after sending the above notice, the Supervisor may use their discretion to exclude such a creditor from dividend if the creditor has not by then made the claim in writing.

The Board does not expect that a creditors' committee will be required. Where the creditors elect such a committee, then its constitution, powers and functions will be in accordance with the standard terms.

The Company undertakes to provide the Supervisor with any charge or other suitable security, declaration of trust or power of attorney that they may need to realise the equity interest in any property forming part of the CVA, any after acquired asset, or any windfall received by the Company.

The Board understands that this proposal is based on standard proposal used for CVAs and that we are liable to criminal prosecution if we fail to make full disclosure to the Nominee or Supervisor or disclose false or misleading information to creditors to procure their agreement to this proposal.

The contents of this proposal are true to the best of the Board's knowledge, information and belief.

Signed: *Kes Scott*

Date: 29/08/2025

Name: Kerry Scott

Director, for and on behalf of the Company

**STANDARD CONDITIONS FOR
COMPANY VOLUNTARY ARRANGEMENTS**

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COMPANY VOLUNTARY ARRANGEMENTS

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PART I: INTERPRETATION

1 Miscellaneous definitions

1(1) In the Arrangement, except where the context otherwise demands:

- (a) “**the Act**” means the Insolvency Act 1986 as amended;
- (b) “**the Arrangement**” means the Proposal and the Conditions read together;
- (c) “**Associate**” shall have the meaning given to it in section 435 of the Act;
- (d) “**the Conditions**” are these Conditions;
- (e) “**Connected**” (with a company) shall have the meaning given in section 249 of the Act;
- (f) “**the Court**” means any court having jurisdiction in respect of the Arrangement;
- (g) “**Creditor**” is a person bound by the Arrangement to whom a Debt is owed;
- (h) “**Debt**” has the meaning given to it in Rule 14.1(3) of the Rules with the modifications necessary to refer to a voluntary arrangement;
- (i) “**the Debtor**” means the Company making the Proposal;
- (j) “**Decision Date**” has the meaning given by Rule 15.2(1) of the Rules with the modifications necessary to refer to a voluntary arrangement.
- (k) “**a Decision Procedure**” has the meaning given by Section 246ZE of the Act and Rule 15.3 of the Rules with the modifications necessary to refer to a voluntary arrangement.
- (l) “**Distress**” includes but is not limited to the use of the procedure according to section 72 of the Tribunals, Courts and Enforcement Act 2007 as set out in Schedule 12 of the said Act and references to levying distress, seizing goods and related expressions shall be construed accordingly.
- (m) “**Dividend**” means a distribution to Creditors;
- (n) “**Excluded Assets**” are those assets identified in the Proposal as being excluded from the Arrangement;
- (o) “**Member**” (of a company) shall have the meaning given in section 250 of the Act
- (p) “**Paragraphs**” are Paragraphs of these Conditions; and “**Sub-paragraph**” shall be construed accordingly;
- (q) “**Preferential Creditor**” is a Creditor with a Debt falling within section 175 of the Act and “**Preferential Debt**” shall be construed accordingly;
- (u) “**Proof**” means a proof of claim in accordance with Rules 14.2 to 14.4 of the Rules with the modifications necessary to refer to a voluntary arrangement.
- (r) “**Property**” has the meaning given to it in section 436 of the Act;
- (s) “**the Proposal**” is the document annexed hereto together with modifications and documents incorporated thereto, being a proposal under Part I of the Act;
- (t) “**the Rules**” means the Insolvency (England and Wales) Rules 2016 as amended;
- (u) “**Secured Creditor**” has the meaning given in section 248(a) of the Act; and “**Unsecured Creditor**” shall be construed accordingly;
- (v) “**Security**” has the meaning given to it in section 248(b) of the Act;
- (w) “**the Secretary of State**” means the Secretary of State for Business, Energy and Industrial Strategy or any successor office;
- (x) “**Shareholder**” is a holder of ordinary or preference shares
- (y) “**the Supervisor**” is the person or persons for the time being appointed to supervise the implementation of the Arrangement;
- (z) “**the Trust Realisation Period**” is the period of time from commencement of the Arrangement and continues, notwithstanding expiry, termination or full implementation of the Arrangement until the realisation and distribution of sums due to Creditors under the Arrangement terms.

1(2) References in the Arrangement to any statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force.

2 The Conditions

2 The Conditions are an integral part of the Arrangement. In the event of any ambiguity or conflict between the Conditions and the Proposal and any modifications to it, the Proposal as modified shall prevail.

PART II: COMMENCEMENT, EFFECT AND DURATION OF ARRANGEMENT

3 Commencement of Arrangement

3 The Arrangement shall take effect from the date provided for in section 4A of the Act.

4 Nature and effect of the Arrangement

4(1) **[Nature of Arrangement]** The Arrangement is a proposal under Part I of the Act for a scheme of arrangement of the Debtor's affairs or a composition in full and final satisfaction of the Debtor's Debts.

4(2) **[Claims against third parties]** Unless the Proposal indicates to the contrary, nothing in the Arrangement shall be construed as effecting a composition or satisfaction of any Debt owed by a person other than the Debtor, whether that Debt is owed jointly by the Debtor or otherwise.

4(3) **[Restriction on Creditors' rights]** After the commencement of the Arrangement, no Creditor shall, in respect of any Debt which is subject to the Arrangement:

- (a) have any remedy against the property or person of the Debtor;
- (b) commence or continue any action or other legal proceeding against the Debtor.

4(4) **[Suspension of limitation period]** The Debtor agrees that any limitation period accruing in respect of a Debt which is subject to the Arrangement shall be suspended until expiry, termination or full implementation of the Arrangement, whichever is sooner.

4(5) **[Saving for certain rights]** Nothing in this Paragraph or elsewhere in the Conditions shall be construed as affecting the following rights:

- (a) the right of any Secured Creditor to enforce his Security, except with the Secured Creditor's consent;
- (b) the right of the Supervisor to present a winding-up petition for default in connection with the Arrangement
- (c) the right of any Creditor to bring or continue legal proceedings against the Debtor and to obtain a judgment against the Debtor in the full amount of its Debt for the sole purpose of making a claim against an insurer of the Debtor by virtue of the Third Party (Rights Against Insurers) Act 2010.

5 Existing proceedings against Debtor

5(1) **[Discontinuance of existing proceedings]** Legal proceedings against the Debtor in existence at the commencement of the Arrangement in respect of Debts which are subject to the Arrangement shall, unless they are of a type contemplated by Paragraph 4(5) or the Supervisor otherwise directs, be discontinued by the Creditor with no order as to costs as soon after the commencement of the Arrangement as is practicable.

5(2) **[Waiver of Debtor's costs entitlement on discontinuance]** The Debtor confirms that no costs entitlement arising as a result of the discontinuance of any legal action in accordance with Sub-paragraph (1) will be enforced and the Debtor waives any such rights.

- 5(3) **[Costs of existing proceedings]** Legal costs of a Creditor or Shareholder in proceedings, other than winding-up, referred to in Sub-paragraph (1) shall be a Debt falling within the Arrangement.
- 5(4) **[Costs of winding-up proceedings]** Petition costs of a Creditor who presented a winding-up petition against the Debtor prior to the commencement of the Arrangement shall be treated as an expense of the Arrangement to rank after the costs of the Nominee but before those of the Supervisor.
- 5(5) **[Prior distress – Moratorium case]** Where any person has distrained on the goods or effects of the Debtor in the period of three months prior to moratorium coming into force, those goods or effects, or the proceeds of their sale, shall be charged with the Preferential Debts of the Debtor to the extent that the assets of the Arrangement are insufficient for meeting those debts.
- 5(6) **[Prior distress - No Moratorium case]** Where any person has distrained on the goods or effects of the Debtor in the period of three months prior to the commencement of the Arrangement, those goods or effects, or the proceeds of their sale, shall be charged with the Preferential Debts of the Debtor to the extent that the assets of the Arrangement are insufficient for meeting those debts.

6 Existing execution against Debtor's assets

- 6(1) **[Partly-completed execution]** A Creditor who, before the commencement of the Arrangement, or the Moratorium coming into force, has issued execution against the goods or land of the Debtor in respect of a Debt which is subject to the Arrangement, or has attached a Debt due to the Debtor from another person in respect of such a Debt shall, unless the execution or attachment was completed before the commencement of the Arrangement, or the Moratorium coming into force, discontinue the execution or attachment as soon after the commencement of the Arrangement as is practicable.
- 6(2) **[Completion of execution or attachment]** For the purposes of Sub-paragraph (1):
- (a) an execution against goods is completed by seizure and sale or by the making of a charging order absolute under section 1 of the Charging Orders Act 1979;
 - (b) an execution against land is completed by seizure, by the appointment of a receiver or by the making of a charging order absolute under section 1 of the Charging Orders Act 1979;
 - (c) an attachment of a Debt is completed by the receipt of the Debt.

7 Mutual credit and set-off

- 7(1) **[Application]** This Paragraph applies where before the commencement of the Arrangement there have been mutual credits, mutual Debts or other mutual dealings between the Debtor and any Creditor other than in the circumstances to which Paragraph 79 of these Conditions apply.
- 7(2) **[Account to be taken]** An account shall be taken of what is due from each party to the other in respect of the mutual dealings and the sums due from one party shall be set-off against the sums due from the other.
- 7(3) **[No account where Creditor has notice]** Sums due from the Debtor to another party shall not be included in the account taken under Sub-paragraph (2) if that other party had notice at the time they became due that a winding-up petition relating to the Debtor was pending or that a moratorium was in force in relation to the Debtor.
- 7(4) **[Restriction on post-commencement set-off]** Other than as provided for in this Paragraph, set-off shall not be available in respect of any Debt or item of Property.
- 7(5) **[Balance provable or to be paid]** only the balance (if any) of the account taken under Sub-paragraph (2) is provable in the Arrangement or, as the case may be, to be paid to the Debtor or, if the Proposal so provides, to the Supervisor.

8 Duration and expiry of Arrangement

- 8(1) [General rule]** Unless extended under the provisions of these Conditions, the Arrangement shall continue until the end of the period stated in the Proposal at which time it shall expire by effluxion of time.
- 8(2) [Extension of duration by Supervisor]** The Supervisor may extend the duration of the Arrangement by sending a notice to this effect (“an Extension Notice”) to the Debtor and all Creditors and Shareholders of the Company. This may be done on up to 2 occasions: for a period of up to 6 months in the first instance and for a period of up to 3 months in the second instance.
- 8(3) [Extension Notice]** An Extension Notice shall be sent not less than 7 days prior to the date upon which the Arrangement is otherwise due to be fully implemented and must state the reason or reasons for the extension.
- 8(4) [Effect of extension]** In the event of an Extension Notice being sent, the Arrangement shall continue for the period specified therein, or for the maximum allowable period for that extension (being 6 months for a first extension and 3 months for a second extension) commencing on the date immediately after that on which the Arrangement would otherwise have been fully implemented, whichever is sooner.
- 8(5) [Supervening notice of a decision procedure]** If a Decision Procedure has been initiated by the Supervisor with a Decision Date after the Arrangement would otherwise have expired, the duration of the Arrangement shall be extended to the Decision Date.
- 8(6) [Further extension]** any extension for a period longer than that provided for under Sub-paragraph (2) shall require approval as a variation of the Arrangement.

9 Full Implementation of Arrangement

- 9(1) [Certificate of full implementation]** upon the full implementation of the Arrangement, the Supervisor shall, if the Debtor has complied with its obligations under the Arrangement, issue a notice (“the Certificate of full implementation”) stating that the Arrangement has been fully implemented.
- 9(2) [Effect of full implementation]** Save to the extent provided in Paragraph 4(5), upon the issue by the Supervisor of a Certificate of full implementation, the Debtor shall be released from all Debts which are subject to the Arrangement.
- 9(3) [Notification of full implementation]** Copies of the Certificate of full implementation issued under this Paragraph shall be sent by the Supervisor to the Debtor, the Directors of the Debtor, the Creditors, the Shareholders, the Registrar of Companies and the Court together with the Supervisor’s report under Rule 2.44 (termination or full implementation of the CVA).

10 Substantial Compliance

- 10(1) [Issue of notice where substantial compliance]** The Supervisor may issue a Certificate of full implementation notwithstanding that the Debtor has not complied with all of its obligations under the Arrangement provided the Debtor has:
- (a) made all the payments required under the terms of the Arrangement;
 - (b) provided a full explanation of any breach of the terms of the Arrangement required by the Supervisor;
 - (c) paid to the Supervisor such sum (if any) as the Supervisor shall reasonably have required to compensate the Creditors for any reduction in Dividend caused by the Debtor’s breach of the terms of the Arrangement.
- 10(2) [Notification to creditors]** Where the Supervisor proposes to issue a Certificate of full implementation under Sub-paragraph (1), the Supervisor shall notify the Creditors and invite them to submit any comments within 21 days from the date of notification.

10(3) [Treatment as full implementation] If the Supervisor issues a Certificate of full implementation under Sub-paragraph (1), the Arrangement shall be treated as fully implemented for the purposes of Rule 2.44 (termination or full implementation of the CVA).

11 Termination of Arrangement

11(1) [Termination in certain circumstances] The Arrangement shall terminate upon the earlier of:

- (a) the Supervisor issuing a Notice of Termination under Paragraph 73;
- (b) the making of a winding-up order against the Debtor;
- (c) the passing of a resolution for the voluntary winding-up of the Debtor;
- (c) the Debtor entering administration.

11(2) [Notice of termination] The Supervisor shall, on discovering the occurrence of a terminating event, but in any event not more than 28 days after such discovery, give notice of such termination and its reason to the Debtor, the Directors of the Debtor, the Creditors, the Shareholders, the Registrar of Companies and the Court together with the Supervisor's report under Rule 2.44 (termination or full implementation of the CVA).

PART III: SUPERVISOR'S FUNCTIONS, POWERS ETC

12 Supervisor's functions

12(1) [Primary function] The Supervisor's primary function is to supervise performance of the Debtor's obligations under the Arrangement and to administer the Arrangement.

12(2) [Other functions] The Supervisor shall also undertake such functions as are given to him in the Proposal, Act and Rules.

13 Supervisor's powers

13(1) Subject to those powers more particularly given in the Arrangement, Act and Rules, the Supervisor shall have the following powers:

- (1) [*Getting in assets*] power to take possession of, collect, get in and hold any or all of the assets which, under the terms of the Arrangement, the Supervisor is to hold as trustee;
- (2) [*Realisation of assets*] power to sell or otherwise dispose of any asset referred to in Sub-paragraph (1) in such manner as may seem to the Supervisor expedient;
- (3) [*Putting funds on deposit*] power to place money coming into the Supervisor's hands during the course of the Arrangement on deposit with any established United Kingdom clearing bank or building society;
- (4) [*Appointing agents*] power to engage legal representatives, managers, agents and other persons to assist in the performance of the Supervisor's functions under the Arrangement;
- (5) [*Delegation*] power to delegate to the Supervisor's firm and any appropriate partner, employee or agent thereof any or all of the Supervisor's duties and functions under the Arrangement save those which by law the Supervisor is required to perform personally;
- (6) [*Insurance*] power to effect and maintain insurances in respect of any asset subject to the Arrangement;
- (7) [*Power to claim*] power to prove, rank, claim and draw a dividend in respect of such debts owed to the Debtor as fall within the Arrangement;
- (8) [*Power to direct Debtor*] power, in the event that the Supervisor is unable or it is impracticable to do any act or thing which the Supervisor is empowered to do himself, to direct the Debtor to do that act or thing;

(9) [*Ancillary power*] power to do any other act or thing which is necessary or expedient for the purposes of exercising the above powers or for carrying out the Supervisor's functions under the Arrangement.

13(2) where more than one person is appointed as Supervisor, any act required or authorised to be done under any enactment or otherwise may be done by all or any one or more of the persons for the time being holding office.

14 Supervisor's powers after expiry, full implementation or termination

14(1) [Exercise of powers] The expiry, full implementation or termination of the Arrangement shall not affect the Supervisor's power to carry out such functions and to exercise such powers as are necessary for the Supervisor to fully carry out the duties, obligations and responsibilities of the Supervisor under the Arrangement, Act and Rules and to resolve such matters as may have arisen during the course of the Arrangement. This includes, but is not limited to, any duties, obligations and responsibilities in respect of assets held by the Supervisor on trust.

14(2) [Retention of funds by Supervisor] Upon the expiry, full implementation or termination of the Arrangement, the Supervisor shall be entitled to retain, for such period as is reasonably necessary and from any funds under the Supervisor's control, such monies as the Supervisor reasonably thinks fit on account of fees, costs, charges, liabilities and expenses, and the Supervisor shall advise Creditors, the Shareholders, the Directors and the Debtor in writing of the quantum of the funds so retained and the reasons why.

15 Exercise of Supervisor's functions and powers

15(1) [Application of winding-up provisions] In the event that the Arrangement does not provide guidance to the Supervisor as to what action should be taken in any given situation, the Supervisor shall apply the provisions of the Act and Rules in so far as they relate to winding-up with necessary modifications to refer to a voluntary arrangement.

15(2) [Consultation of Creditors] If the Supervisor is uncertain as to what action should be taken in any situation, or wishes to ascertain the wishes of Creditors on a matter concerning the Arrangement, the Supervisor may seek the advice and/or direction of the Creditors' Committee and/or the majority or most material of the Creditors and he may act upon such advice and/or direction.

15(3) [Directions from the Court] This Paragraph is without prejudice to the Supervisor's right to refer matters concerning the Arrangement to the Court for guidance and/or directions.

16 Restriction upon Supervisor's duty and liability

16(1) [Supervisor's duty] The Supervisor shall be under no obligation to perform any act or carry out any function save for those expressly provided for in the Arrangement, the Act or Rules.

16(2) [Supervisor's liability] Neither the Supervisor, the Supervisor's firm or any of the Supervisor's agents or employees shall incur any personal liability in negligence or otherwise for any act or omission in connection with the Arrangement, unless such act or omission constitutes one of dishonesty or a breach of the Supervisor's obligations under the Act, Rules or the Arrangement.

17 Supervisor's fees, costs and expenses

17(1) [Amount of fees] The Supervisor shall be entitled to charge fees for services in accordance with the time actually and reasonably expended by the Supervisor and the Supervisor's staff in carrying out the Supervisor's functions under the Arrangement by reference to the ordinary hourly rates of the Supervisor and the Supervisor's staff as shall apply from time to time.

17(2) [Payment of fees, costs and expenses] The fees, costs, charges and expenses of the Supervisor shall be paid out of the assets of the Arrangement from time to time as the Supervisor thinks fit. The Supervisor shall provide such information to any Creditors' Committee appointed in relation to the Arrangement as is reasonably necessary to explain how the fees, costs, charges and expenses were determined or incurred, as the case may be.

17(3) [Supervisor's right of recourse to Court] If the Supervisor is dissatisfied with a determination of the Creditors' Committee or a decision of Creditors on a matter involving fees, costs, charges and/or expenses, the Supervisor shall have the right to refer the matter to the Court, whose decision on the matter shall bind all parties.

18 Supervisor's resignation

18(1) [Methods of resignation] A Supervisor may resign from office with the approval of Creditors sought via a Decision Procedure, with the permission of the Court or in the circumstances set out in 18(3) below.

18(2) [Grounds of Supervisor's resignation] The sole Supervisor may only resign from office on one or more of the following grounds:

- (a) ill health;
- (b) cessation of practice as an insolvency practitioner;
- (c) change of circumstances rendering it impracticable for the Supervisor to continue in office.

18(3) [More than one supervisor] Where there is more than one supervisor in office, a supervisor may resign without seeking the approval of the creditors or permission of the Court where it is considered to be impracticable or no longer necessary to have the present number of persons acting as Supervisor to the Arrangement and where at least one supervisor shall remain in office notwithstanding the resignation. In these circumstances notice of the resignation of a supervisor shall be given in the next report to creditors when otherwise due.

18(4) [Report of Supervisor's administration] The notice to Creditors in a Decision Procedure for the purpose of receiving the resignation of a sole supervisor shall specify the grounds upon which the Supervisor wishes to resign and shall be accompanied by a report of the Supervisor's administration of the Arrangement which includes an up to date summary of his receipts and payments.

19 Removal of Supervisor from office

19(1) [Methods of removal] The Supervisor may be removed from office by only an order of the Court, or by a decision of the Creditors requested specifically for that purpose.

19(2) [Notice of requisitioned decision procedure] Any notice served by a Creditor upon the Supervisor under Paragraph 63(5) (content of notice requisitioning a decision) for the purpose of initiating a decision of Creditors to remove the Supervisor from office must set out the grounds upon which removal is sought.

19(3) [Report of Supervisor's administration] The notice sent out by the Supervisor to Creditors convening such a decision procedure shall specify the grounds upon which removal is sought and shall be accompanied by a report of the Supervisor's administration of the Arrangement including an up to date summary of receipts and payments.

20 Vacation of Office by Supervisor

20(1) [Resignation/removal of Supervisor where more than one acting] If the Creditors resolve to remove a Supervisor from office, or a joint supervisor resigns, and there will be another person in the office of Supervisor for the time being, the Supervisor who is resigning or being removed shall vacate office immediately.

- 20(2) [Resignation/removal of Supervisor where no other acting]** If the Creditors resolve to accept a Supervisor's resignation or to remove a Supervisor from office, and there is no other person in the office of Supervisor for the time being, that resignation and/or removal shall not take effect and the Supervisor shall not vacate office unless and until the Creditors, by a Decision Procedure or the Court, appoints a replacement Supervisor.
- 20(3) [Loss of qualification]** The Supervisor shall vacate office immediately if the Supervisor ceases to be a person who is for the time being qualified to act.
- 20(4) [Notice of vacation of office]** A Supervisor who, for any reason other than as set out in paragraph 18(3), vacates office shall forthwith give notice of that fact to the Debtor, the Directors of the Debtor, the Shareholders, the Creditors, the Court and the Registrar of Companies.
- 20(5) [Duties of Supervisor upon vacation of office]** A Supervisor who, for any reason, vacates office shall, as soon as practicable, deliver up to any successor all books, records and papers relating to the Arrangement and the Supervisor's administration thereof together with all assets of which the Supervisor is a trustee under the terms of the Arrangement.
- 20(6) [Continuing duty of former Supervisor]** Former Supervisors shall be obliged to give such assistance to the Supervisor of the Arrangement from time to time as may be reasonably required for ascertaining what transpired during the tenure of office by the former Supervisor.

21 Vacancy in the office of Supervisor

- 21(1) [Decision of Creditors to fill vacancy]** If, for any reason, there is a vacancy in the office of Supervisor, that vacancy may be filled by the Creditors by way of a Decision Procedure, or by the Court.
- 21(2) [Seeking appointment where no Supervisor acting]** If no Supervisor is in office, the Debtor, any Creditor, any person who was in partnership with the Supervisor immediately before the vacancy occurred, the former Supervisor's authorising body, or any other interested party may convene a Decision Procedure to fill the vacancy.
- 21(3) [Chair where no Supervisor acting]** In the event that a meeting of Creditors is called when no Supervisor is in office, the convenor shall act as chair of the meeting.

22 Release of Supervisor

- 22(1)** Upon the termination or full implementation of the Arrangement and the Supervisor having dealt with the assets in his possession in accordance with the terms of the Arrangement, the Supervisor shall be released from any further obligations or liability in respect of the Arrangement or any trusts created thereby.

PART IV: DEBTOR'S WARRANTY, DUTIES & OBLIGATIONS

23 Debtor's warranty

- 23(1) [Disclosure in Proposal]** The Directors of the Debtor warrant that the Proposal discloses full and complete particulars of all matters required under the Act and Rules including (without prejudice to the generality of the foregoing) particulars of all of the Debtor's assets, debts and liabilities, whether actual, contingent or prospective.
- 23(2) [Accuracy of Proposal]** The Directors of the Debtor warrant that the contents of the Proposal are true and accurate in all material respects as at the date of the commencement of the Arrangement, subject only to those qualifications that may be disclosed by the Directors of the Debtor to the Creditors considering the approval of the Arrangement and

recorded by the Supervisor in his report to the Court under Rule 2.38 (report of the creditors' consideration of a proposal).

- 23(3) [Disclosure of third party information]** The Debtor authorises any Creditor to disclose to the Supervisor such information relating to the Debtor and its dealings or property as may reasonably be required to assist in the implementation of the Arrangement.

24 Debtor's duties in relation to the Supervisor

- 24(1) [Duty to co-operate with Supervisor]** The Directors of the Debtor undertake and agree to:

- (a) give to the Supervisor such information as to the Debtor's assets, liabilities and other affairs;
 - (b) attend on the Supervisor and the Supervisor's agents, representatives or nominees at such times; and
 - (c) do all such other things;
- as the Supervisor shall reasonably require for the purpose of carrying out the Supervisor's functions and duties under the Arrangement, including as trustee and/or following the expiry, full implementation or termination of the Arrangement.

- 24(2) [Duty to submit accounts]** The Directors of the Debtor undertake and agree to furnish the Supervisor with accounts relating to the Debtor's business of such nature, as at such date and for such period as the Supervisor may reasonably require.

- 24(3) [Notice of after-acquired assets and increased income]** Where at any time during the subsistence of the Arrangement any After-Acquired Assets of a description falling within Paragraph 29 are acquired by or devolve upon the Debtor, or there is an increase in the Debtor's income if the Debtor is under an obligation to make contributions out of income, the Directors of the Debtor shall forthwith give the Supervisor notice of the property or, as the case may be, of the increase.

25 Duty to hand over property to Supervisor

- 25** Forthwith after the Commencement of the Arrangement, and subject to the provisions of the Proposal, the Directors of the Debtor shall do all that is required for putting the Supervisor into possession of the assets included in the Arrangement.

26 Further Documents

- 26** Without prejudice to the generality of the Debtor's other duties under the Arrangement, the Directors of the Debtor shall, at the request of the Supervisor, execute such Mortgages, Charges, Deeds, Transfers, Trusts, Powers of Attorney or other documents as may reasonably be required by the Supervisor for the protection and/or realisation of assets, to secure the Debtor's (or its Directors) compliance with the Debtor's obligations under the Arrangement, or otherwise to facilitate the implementation of the Arrangement.

27 Debtor's acknowledgement

- 27(1) [Agreement to be bound]** The Directors of the Debtor undertake to carry out the obligations imposed upon them and the Debtor under the Arrangement in full and at the times provided for.

- 27(2) [Consequences of breach]** The Directors of the Debtor acknowledge that the likely consequence of their failure to comply with the Debtor's and their obligations hereunder in full and at the times provided for is that the Arrangement will fail and the Debtor will be wound-up on a petition presented by the Supervisor.

- 27(3) [Section 6A]** Each of the Directors of the Debtor acknowledge that they commit an offence if any false representation is made or any other fraud is committed for the purpose of obtaining the approval of Creditors to the Arrangement.

PART V: ARRANGEMENT ASSETS

28 Arrangement assets

28 Property other than Excluded Assets belonging to or vested in the Debtor at the date of commencement of the Arrangement which would form part of the Debtor's estate in a winding-up shall be subject to the Arrangement and be an asset thereof.

29 After-acquired assets

29 **[After-acquired property subject to Arrangement]** Assets subject to the Arrangement will include, save such equipment, stock or other property as are necessary to the Debtor for use in its business, any property acquired by the Debtor between the commencement date of the Arrangement and the date of its full implementation and/or termination which would have been capable of being an asset of the Arrangement if it had belonged to or was vested in the Debtor at the date of commencement of the Arrangement ("After-Acquired Assets"). Any such asset shall be subject to the Arrangement and be an asset thereof.

30 Trust of Arrangement assets

30(1) **[Assets in the possession of the Debtor]** Property constituting an asset of the Arrangement in the possession, custody or control of the Debtor shall be held by the Debtor upon trust for the purposes of the Arrangement during the Trust Realisation Period in accordance with the Arrangement.

30(2) **[Assets in the possession of the Supervisor]** Property constituting an asset of the Arrangement in the possession, custody or control of the Supervisor shall be held by the Supervisor upon trust for the purposes of the Arrangement.

30(3) **[Actions during the Trust Realisation Period]** The Supervisor will get in and realise assets which are subject to the trust and which are capable of being realised during the Trust Realisation Period.

30(4) **[Effect of expiry or termination]** The trusts referred to in Sub-paragraphs (1) and (2) shall not come to an end upon expiry or termination of the Arrangement but such assets as are contained within the trust shall be dealt with in accordance with Paragraph 30(3) above. At the expiry of the Trust Realisation Period, the trust shall come to an end.

30(5) **[Effect of full implementation]** Upon the issuing of a Certificate of full implementation under Paragraph 9, the trusts referred to in Sub-paragraphs (1) and (2) shall not come to an end but such assets as are contained within the trust shall be dealt with in accordance with Paragraph 30(3). At expiry of the Trust Realisation Period, the trust shall come to an end.

30(6) **[Effect of winding-up]** In the event that a winding-up order is made against the Debtor, or the passing of a resolution for the voluntary winding-up of the Company, any assets got in and realised by the Supervisor prior to the making of that Order or Resolution shall be applied and distributed in accordance with the terms of the Arrangement and the trust shall terminate solely in respect of assets of the Debtor not yet realised.

31 Restriction on sale of business

31 Until such time as the Supervisor has issued a notice of full implementation, the Directors and Shareholders of the Debtor shall not sell, or agree to sell, the business, its goodwill or any asset of the Debtor, save in the ordinary course of business and for the purpose of trading without the Supervisor's written consent, such consent ought not to be unreasonably refused.

PART VI: PROOFS OF DEBT

32 Notice to submit Proofs

32 As soon as practicable after the commencement of the Arrangement, and provided no application under Section 6 (or paragraph 38 of Schedule A1) of the Act (challenge of creditors' decision) or an appeal under Rule 15.35 (appeals against decisions) is pending, the Supervisor shall send a notice ("a Notice to Submit Proofs") to every Creditor and other person to whom the Debtor may be indebted of whom the Supervisor has notice requiring them to provide such details of their Debts as the Supervisor thinks fit.

33 Submission of Proofs

33 Creditors shall submit their Proofs in writing to the Supervisor in the form, if any, required by the Supervisor, or one which is substantially similar.

34 Withdrawal and variation of Proofs

34(1) [Withdrawal by written notice] A Creditor may withdraw a Proof at any time by delivering a written notice to the Supervisor.

34(2) [Variation of amount by agreement] The amount claimed by a Creditor's Proof may be varied at any time by agreement between the Creditor and the Supervisor.

35 Production of documents

35 The Supervisor may call for any document or other evidence to be produced for the purpose of substantiating the whole or any part of the Proof.

36 Witness statement substantiating Proof

36 The Supervisor may require a Proof to be verified by a witness statement with a statement of truth.

37 Supervisor to allow inspection of Proofs

37 The Supervisor shall, so long as Proofs are in the Supervisor's possession, allow them to be inspected, at all reasonable times on any business day, by:

- (a) any Creditor who has delivered a Proof (unless the Proof has been wholly rejected for the purposes of Dividend, or otherwise); and
- (b) a person acting on behalf of any such Creditor.

38 Admission and rejection of Proofs for Dividend

38(1) [Admission] The Supervisor may admit or reject a Proof for Dividend in whole or in part.

38(2) [Rejection] If the Supervisor rejects a Proof in whole or in part, the Supervisor must deliver to the Creditor a written statement of reasons for so doing, as soon as reasonably practicable.

39 Appeal against decision on Proof

39(1) [Application by Creditor] If a Creditor is dissatisfied with the Supervisor's decision with respect to the Creditor's own Proof (including a decision about whether or not the Debt is preferential), the Creditor may apply to the Court, within 21 days (or such longer period as the Court shall, in the special circumstances, allow) of receiving the statement sent under Paragraph 38(2), for the decision to be reversed or varied.

39(2) [Application by other parties] The Debtor or any other Creditor may, if dissatisfied with the Supervisor's decision admitting or rejecting the whole or any part of a Proof or agreeing to revalue a Creditor's security, make such an application within 21 days (or such longer

period as the Court shall, in the special circumstances, allow) of becoming aware of the Supervisor's decision.

39(3) [Costs of appeal] The Supervisor is not personally liable for the costs incurred by any person in respect of an appeal under this Paragraph unless the Court so orders.

40 Debts of uncertain and small value

40(1) [Estimation of Debt or liability] The Supervisor shall estimate the value of any Debt which, by reason of its being subject to a contingency or for any other reason, does not bear a certain value.

40(2) [Notification to Creditor] The Supervisor shall notify the Creditor in writing of any such estimate. If the Creditor is dissatisfied with the Supervisor's decision the Creditor may exercise the right of appeal under paragraph 39.

40(3) [Claim of Debts of uncertain value] Where the value of any Debt is estimated by the Supervisor under Sub-paragraph (1), the amount provable in the Arrangement shall be the amount of the estimate.

40(4) [Small Debts] Any Creditor whose Debt does not exceed £1,000 need not (unless so required by the Supervisor) submit a Proof to the Supervisor and the Supervisor may admit such Debt and pay a Dividend accordingly.

41 Secured Creditors

41(1) [Proving for balance of Debt] A Secured Creditor may submit a Proof for the balance of Debt (if any) after deducting the value of that Creditor's Security.

41(2) [Voluntary surrender of Security] If a Secured Creditor voluntarily surrenders his Security for the general benefit of the Creditors, that Creditor may submit a Proof for the whole Debt as if it were unsecured.

41(3) [Altering value of Security] A Secured Creditor may, with the agreement of the Supervisor or the permission of the Court, at any time alter the value put upon that Creditor's Security in a Proof.

41(4) [Test of Security's value] If the Supervisor is dissatisfied with the value which a Secured Creditor puts on a Security in the Creditor's Proof, the Supervisor may require any property comprised in the Security to be professionally valued by a person agreed as between the Creditor and the Supervisor, or in default of such agreement by the Court.

41(5) [Professional valuation treated as amended valuation] Where a professional valuation has been carried out under the previous Sub-paragraph, that valuation shall be treated as an amended valuation of the Creditor.

41(6) [Realisation of Security] If a Creditor who has valued Security subsequently realises it:

- (a) the Creditor shall forthwith notify the Supervisor and shall give the Supervisor such information relating thereto as the Supervisor may reasonably require;
- (b) the net amount realised shall be substituted for the value previously put by the Creditor on the Security, and
- (c) that amount shall be treated in all respects as the Creditor's amended valuation.

42 Foreign currency Debts

42 [Conversion into sterling] For the purpose of proving for a Debt incurred or payable in a currency other than sterling, the amount of the Debt shall be converted into sterling at a single rate for each currency determined by the Supervisor by reference to the exchange rate prevailing at the date of commencement of the Arrangement.

- 43 Debts payable at a future time**
43 Subject to Paragraph 57 (debts payable at a future time) a Creditor may submit a Proof for a Debt of which payment was not yet due at the date of the commencement of the Arrangement.
- 44 Interest on Debts**
44 Where a Debt bears interest, that interest is provable as part of the Debt except in so far as it is payable in respect of any period after the commencement of the Arrangement.
- 45 Cost of submitting proofs**
45(1) **[Creditor bears cost of submitting Proof]** Every Creditor bears the cost of submitting that Creditor's own Proof, including costs incurred in providing any document or evidence to the Supervisor.
45(2) **[Supervisor's costs]** Costs incurred by the Supervisor in estimating the value of a Debt of uncertain value shall be an expense of the Arrangement.

PART VII CREDITORS WHO DO NOT HAVE NOTICE

- 46 Proof arising where funds available**
46 If, at the time the Proof is notified to the Supervisor, the Arrangement is continuing and the Supervisor is holding sufficient funds to pay a Dividend to such Creditor or Creditors, then the Supervisor will (subject to agreement of the Proof) forthwith pay to the Creditor a Dividend of an amount which is on the same basis as the Dividends already paid. Such payments will be made before any further payments to any other Creditors and will be paid so as to bring about an equalisation in Dividends between Creditors who fall within section 5(2)(b)(i) (or paragraph 37(2)(b)(i) of Schedule A1) on the one hand and section 5(2)(b)(ii) (or paragraph 37(2)(b)(ii) of Schedule A1) on the other hand.
- 47 Proof arising where no funds available**
47 If a Proof is notified to the Supervisor at a time when the Supervisor is holding no funds available for payment of a Dividend then, as and when any funds are received, the Supervisor will (subject to agreement of the Proof) out of such funds first make such payment to such Creditors so as to bring about an equalisation as aforesaid.
- 48 Effect of Proof on Debtor**
48(1) **[Proof not to constitute default]** The notification to the Supervisor of any such Proof shall not constitute an act of default unless the failure to give notice to such Creditor was a deliberate act on the part of the Debtor.
48(2) **[Obligation to provide further funds]** Unless the Proposal otherwise provides, there shall be no obligation upon the Debtor to pay to the Supervisor any further sums of money or make any further assets available (other than already provided for in the Proposal) so as to meet the Proof falling to be dealt with under Rule 2.3(v) unless the Proposal as agreed provides for a minimum Dividend to be paid to Creditors.
- 49 Notification of Proof to Creditors**
49 On receipt of any such Proof, the Supervisor will notify all Creditors bound of such receipt, the name of the Creditor, the amount of the Proof and, will provide such other information as may be relevant, including particulars as to the Debtor's explanation why the Creditor was not given notice and the impact which such Proof is likely to have on the outcome of the Arrangement. Such notification may, if the Supervisor considers it appropriate, be included in the progress report to Creditors, provided that such report is due to be

circulated within a period of three months from the date on which the Proof is notified. Where, in the opinion of the Supervisor, the Proof, whether taken alone or in conjunction with other such Proofs, will not materially reduce the amount of the estimated Dividend, the Supervisor may defer notification and include it in the next progress report.

50 Proof arising after Arrangement ceases to have effect

50 If the Proof is notified to the Supervisor after the date on which the Arrangement ceases to have effect, then the Creditor shall be entitled to rely upon section 5(2A) (or paragraph 37(2) of Schedule A1) of the Act and shall be entitled to recover from the Debtor such sum as the Creditor would have received had the Proof been notified to the Supervisor prior to the date on which the Arrangement ceased to have effect and the Supervisor had been able to include the Proof in the Arrangement for the purpose of payment of Dividends or distributions. The Supervisor shall be under no obligation to agree any such Proof, or take any action in respect thereof, other than to furnish the Creditor who relies on section 5(2A) (or paragraph 37(2) of Schedule A1) with a certificate as to the Dividend or distribution the Creditor would have received had the Proof been included in the Arrangement for Dividend or distribution purposes and on the assumption that the Proof would have been agreed in the sum claimed.

PART VIII: PAYMENT OF DIVIDENDS

51 Distribution by Dividend

51(1) [Duty to declare and distribute Dividends] At the time or times specified in the Proposal or, if none, whenever the Supervisor has sufficient funds in hand for the purpose, the Supervisor shall, subject to the retention of such sums as may be necessary for payment of the expenses of the Arrangement, declare and distribute Dividends among the Creditors in respect of the Debts which they have proved.

51(2) [Calculation and distribution of Dividend] In the calculation and distribution of a Dividend the Supervisor shall make provision:

- (a) for any Debts which are the subject of Proofs which have not yet been determined; and
- (b) for any disputed Debts.

52 Notice of intended Dividend

52(1) [Notice to Creditors who have not proved] No more than three months before declaring a Dividend to non-preferential Creditors, the Supervisor shall give notice of his intention to do so to all such Creditors whose addresses are known to him and who have not proved.

52(2) [Last date for submitting proofs] Any notice sent out to Creditors under Sub-paragraph (1) shall specify a date (“the Last Date for Submitting Proofs”) up to which a Proof may be delivered. The Last Date for Submitting Proofs shall be the same for all Creditors and not less than 21 days from the date of the notice.

53 Notice of declaration

53(1) [Notice to Creditors who have proved] The Supervisor shall give notice of the Dividend to all Creditors who have proved for their Debts.

53(2) [Particulars in notice] The notice shall include the following particulars:

- (a) amounts realised from the sale of assets subject to the Arrangement, indicating (so far as practicable) amounts realised by the sale of particular assets and/or amounts paid by the Debtor to the Supervisor under the Arrangement;
- (b) payments made by the Supervisor during the course of the Arrangement;

- (c) provision (if any) made for unsettled claims and funds (if any) retained for particular purposes;
 - (d) the total amount to be distributed and the rate of Dividend;
 - (e) whether, and if so when, any further Dividend is expected to be declared.
- 53(3) [Simultaneous distribution]** The Dividend may be distributed simultaneously with the notice declaring it.
- 53(4) [Method of payment]** Payment of Dividend may be made by post, or arrangements may be made with any Creditor for it to be paid in another way or held for collection.
- 53(5) [Endorsement in negotiable instrument]** Where a Dividend is paid on a bill of exchange or other negotiable instrument, the amount of the Dividend shall be endorsed on the instrument, or on a certified copy of it, if required to be produced by the holder for that purpose.

54 Proof altered after payment of Dividend

- 54(1) [Amount claimed increased]** If, after payment of the Dividend, the amount proved for by a Creditor is increased, the Creditor is not entitled to disturb the distribution of the Dividend; but is entitled to be paid, out of any money for the time being available for the payment of any further Dividend, any Dividend or Dividends which the Creditor has failed to receive before that money is applied to the payment of any such further Dividend.
- 54(2) [Proof withdrawn, disallowed, reduced]** If, after a Creditor's Proof has been admitted, the Proof is withdrawn or disallowed, or the amount of it is reduced, the Creditor shall repay, as soon as practicable, to the Supervisor any amount overpaid by way of Dividend.

55 Secured Creditors

- 55(1) [Application of Paragraph]** The following applies where a Creditor re-values Security at a time when a Dividend has been declared.
- 55(2) [Reduction in unsecured claim]** If the re-valuation results in a reduction of the Creditor's unsecured claim ranking for Dividend, the Creditor shall, as soon as practicable, repay to the Supervisor any amount received as Dividend in excess of that to which the Creditor would be entitled having regard to the re-valuation of the Security.
- 55(3) [Increase of unsecured claim]** If the re-valuation results in an increase of the Creditor's unsecured claim, the Creditor is entitled to receive from the Supervisor, out of any money for the time being available for the payment of a further Dividend, before any such Dividend is paid, any Dividend or Dividends which the Creditor has failed to receive, having regard to the re-valuation of the Security. However, the Creditor is not entitled to disturb any Dividend declared (whether or not distributed) before the date of the revaluation.

56 Assignment of Debts or rights to Dividend

- 56(1) [Notice of assignment]** If a Creditor entitled to a Dividend gives notice to the Supervisor that the Creditor wishes the Dividend to be paid to another person, or that the Creditor has assigned his entitlement or Debt to another person, the Supervisor shall pay the Dividend to that other person accordingly.
- 56(2) [Contents of notice]** A notice given under this Paragraph must specify the name and address of the person to whom payment is to be made.

57 Debts payable at future time

- 57(1) [Entitlement to Dividend]** Where a Creditor has claimed for a Debt of which payment is not due at the date of the declaration of Dividend, the Creditor is entitled to the Dividend equally with other Creditors, but subject as follows.

- 57(2) **[Calculation of amount of reduction]** For the purpose of Dividend (and no other purpose), the amount of the Creditor's admitted Proof (or, if a distribution has previously been made to the Creditor, the amount remaining outstanding in respect of the Creditor's admitted claim) must be discounted by applying the following formula:

$$\frac{X}{1.05^n}$$

where X is the value of the admitted Proof; and 'n' is the period beginning with the relevant date and ending with the date on which the payment of the Creditor's Debt would otherwise be due, expressed in years (part of a year being expressed as a decimal fraction of a year).

58 Debts of unpaid Creditors

- 58(1) **[Creditors not entitled to Dividend]** Creditors who do not prove in the Arrangement (with the exception of any Debts admitted by the Supervisor under Paragraph 40 (4)) shall not be entitled to receive any Dividend.
- 58(2) **[Unclaimed Dividends paid to the Debtor]** Dividends due to Creditors who have proved in the Arrangement but who have not claimed or been paid their Dividends shall, at the end of the Arrangement, be paid to the Debtor or, if there is one, the Debtor's Liquidator or Administrator.
- 58(3) **[Debtor liable for unclaimed Dividends]** Once a Dividend has been paid to the Debtor or, if there is one, the Debtor's Liquidator or Administrator, under the previous Sub-paragraph, the Creditor must claim it from the Debtor or, if there is one, the Debtor's Liquidator or Administrator and no other person.

PART IX: PRIORITY OF PAYMENTS AND DISTRIBUTIONS

59 Costs and Expenses of the Arrangement

- 59(1) **[Expenses to be paid first]** Subject to Paragraphs 5(4) and 74 the fees, costs, charges, expenses and liabilities properly charged or incurred by or on behalf of the Nominee or the Supervisor are expenses of the Arrangement and shall be paid in priority to all other charges, expenses, liabilities and Debts.
- 59(2) **[Charge in relation to expenses]** The Supervisor shall have a charge on the assets subject to the Arrangement in respect of the expenses of the Arrangement.

60 Priority of Debts and application of surplus

- 60(1) **[Priority of Preferential Debts]** In the distribution of sums due to be paid to Creditors under the terms of the Arrangement, Preferential Debts shall be paid in priority to other Debts.
- 60(2) **[Ranking of Preferential Debts]** Preferential Debts rank equally between themselves after the expenses of the Arrangement.
- 60(3) **[Ranking of Ordinary Debts]** Debts other than Preferential Debts rank equally between themselves and, after the Preferential Debts, shall be paid in full unless the sums due to be paid to Creditors are insufficient for meeting them, in which case they abate in equal proportions between themselves.
- 60(4) **[Surplus after payment]** Any surplus remaining after the payment of the Preferential and other Debts, shall first be applied in paying interest on those Debts in respect of the periods during which they have been outstanding since the commencement of the Arrangement (for this purpose interest on Preferential Debts ranks equally with interest on Debts other than Preferential Debts) and, thereafter returned to the Debtor.
- 60(5) **[Interest rate on surplus]** The rate of interest payable under Sub-paragraph (4) in respect of any Debt is whichever is the greater of the following:

- (a) the rate specified in section 17 of the Judgments Act 1838 at the commencement of the Arrangement; and
- (b) the rate applicable to that Debt apart from the Arrangement.

PART X: THE CREDITORS' COMMITTEE, WEBSITES & CREDITOR DECISIONS

61 The Creditors' Committee

61(1) [Establishment] In the event that the Nominee has invited Creditors to form a committee, or the Creditors have so decided, the following provisions will apply; Creditors may establish a committee ("the Creditors' Committee"), consisting of not less than 3 and not more than 5 members to represent the interests of the Creditors and to provide such assistance and guidance to the Supervisor as may reasonably be required. The Nominee may invite Creditors to form a committee at the same time the Creditors' approval for the proposal is sought.

61(2) [Eligibility] All the members of the Creditors' Committee must be Creditors of the Debtor; and any Creditor (other than one who is fully secured) may be a member, so long as:

- (a) the Creditor has delivered a Proof, and
- (b) the Creditor's Proof has neither been wholly disallowed for voting purposes, nor wholly rejected for the purposes of distribution or Dividend.

61(3) [Application of the Rules] The provisions relating to the Creditors' Committee in Rules 17.1 to 17.29 shall apply to the Arrangement with any necessary modifications.

61(4) [Expenses of members] The reasonable travelling expenses directly incurred by any member of the Creditors' Committee or their representatives in respect of their attendance at the meetings of the Creditors' Committee, or otherwise on the Creditors' Committee's business, shall rank as an expense of the Arrangement.

62 Use of websites

62(1) [Use of websites] Where the Supervisor is required to give, deliver, furnish or send a notice or other document or information to any person, that requirement may be satisfied by making the notice, document or information available on a website.

62(2) [Application of the Rules] The provisions of Rules 1.49-1.51 relating to use of websites shall apply to the Arrangement with any necessary modifications.

63 Power to seek a decision of Creditors

63(1) [Supervisor's power to seek a decision] The Supervisor may seek a decision of Creditors for any purpose connected with the Arrangement.

63(2) [Choice of Decision Procedure] A decision of Creditors may be made by any Decision Procedure provided for in Rule 15.3 (the prescribed decision procedures) except that it may not be made by physical meeting unless Sub-paragraph (3) applies.

63(3) [Power to require physical meeting] If 10% in value, or 10% in number or 10 of the Creditors request in writing that a decision of Creditors be taken at a physical meeting, the Supervisor shall, unless relieved by the Court from so doing, convene such a meeting within 21 days from the receipt of such request.

63(4) [Power to requisition a decision] If 25% in value of the Creditors request in writing that a decision of Creditors be sought, the Supervisor shall, unless relieved by the Court from so doing, initiate a Decision Procedure within 21 days from the receipt of such request. This is subject to any deposit for costs required under Paragraph 65 having been paid.

63(5) [Content of notice requisitioning a decision] A notice served upon the Supervisor under Sub-paragraph (4) shall state the decision of Creditors for which the Decision Procedure is requested.

63(6) [Debtor request] If the Debtor requests in writing that the Supervisor seek a decision of Creditors the Supervisor shall not unreasonably refuse such a request. If the Supervisor considers the request to be reasonable the Supervisor shall convene such Decision Procedure as he considers appropriate to consider the decision.

64 Procedure for seeking Creditor decisions

64(1) [Notice of a decision procedure] Notice of a Decision Procedure shall be given by the convenor to every Creditor whose address is known to him or identified in the Proposal at least 14 days before the Decision Date, or such shorter period as the Court may allow.

64(2) [Contents of notice and procedure] The notice and procedure shall follow, so far as applicable, the requirements of Rules 15.4 (electronic voting), 15.5 (virtual meetings), 15.6 (physical meetings) and 15.8 (notices to creditors of decision procedure).

64(3) [Convenience of participants] The convenor must have regard to the convenience of those invited to participate when making arrangements for a Decision Procedure.

64(4) [Time of meeting] Meetings of Creditors shall be convened for commencement between the hours of 10.00 and 16.00 on a business day.

64(5) [Chair of meeting] Unless Paragraph 21(3) (chair where no Supervisor acting) applies, the Supervisor, or a person experienced in insolvency matters and nominated by him, shall be chair of the meeting.

64(6) [Non-receipt of notice] Where a decision is sought by a notice in accordance with Sub-paragraph (1), the Decision Procedure is presumed to have been duly initiated and conducted, even if not everyone to whom the notice is to be delivered has received it.

64(7) [Exclusions from meetings] The provisions of Rules 15.36-15.38 relating to persons excluded from meetings shall apply to the Arrangement with any necessary modifications.

65 Cost of requisitioned decisions

65(1) [Security for payment of expenses] Subject to Sub-paragraph (3) below, the cost of requisitioning a decision of Creditors at the instance of the Debtor or Creditors shall be paid by that person or persons, who shall deposit security for their payment with the Supervisor.

65(2) [Appropriate security] The sum to be deposited shall be such as the Supervisor determines to be appropriate; and the Supervisor shall be under no obligation to act without the deposit having been paid.

65(3) [Vote for cost to be an expense of arrangement] Where a Decision Procedure is requisitioned; the Creditors may vote that the expenses of convening and taking it shall rank as an expense of the Arrangement.

65(4) [Repayment of deposit] To the extent that any deposit made under this Paragraph is not required for the payment of expenses of convening and taking the Decision Procedure, it shall be repaid to the person who made it.

66 Participation in Creditor decisions

66(1) [Conditions for voting] Subject as follows, in order to be counted in a Decision Procedure other than where votes are cast at a meeting, votes must:

- (a) be received by the convenor on or before the Decision Date; and
- (b) accompanied by a Proof in respect of the Creditor's claim, unless it has already been provided to the convenor.

- 66(2) [Unliquidated and unascertained claims]** A Debt for an unliquidated or unascertained amount is to be valued at £1 for the purpose of voting unless the convenor, or in the case of a meeting the chair, decides to put a higher value on it.
- 66(3) [Secured Creditors]** A Secured Creditor is entitled to vote only in respect of the balance (if any) of Debt after deducting the value of Security as estimated by the Secured Creditor.
- 66(4) [Vote cast not changeable]** A vote cast in a Decision Procedure which is not a meeting may not be changed.
- 66(5) [Decision to be made]** For the decision to be made, the convenor must receive at least one valid vote on or before the Decision Date.

67 Admission and rejection of Proofs

- 67(1) [Power to admit]** The convenor, or chair in the case of a meeting, has the power to admit or reject a Creditor's Proof for the purpose of entitlement to vote. The power is exercisable with respect to the whole or any part of the Proof, and whether the claim is secured or unsecured.
- 67(2) [Appeal from decision]** The convenor or chair's decision on entitlement to participate is subject to appeal to the Court by any Creditor, or by the Debtor, within 28 days of the record of the decision being given, or such longer period as the Court shall, in the special circumstances, allow.
- 67(3) [Voting subject to objection]** If the convenor or chair is in doubt whether a Proof should be admitted or rejected, it shall be marked as objected to and the Creditor shall be allowed to vote, subject to the vote being subsequently declared invalid if the objection to the claim is sustained.
- 67(4) [Where decision reversed]** If, on an appeal, the convenor or chair's decision is reversed or varied, or a Creditor's vote is declared invalid, the Court may order another Decision Procedure to be convened, or make such other order as it thinks fit, provided that the Court considers the matter is such as to give rise to unfair prejudice or a material irregularity.
- 67(5) [Costs of appeal]** The convenor or chair is not personally liable for the costs incurred by any person in respect of an appeal under this Paragraph unless the Court so orders.

68 Majorities required for Creditor decisions

- 68(1) [Decisions by majority in value]** Subject as follows, a decision in a Decision Procedure is made when a majority of more than half in value of Creditors voting have voted in favour of it.
- 68(2) [Decisions varying terms of Arrangement]** In the case of a decision varying the terms of the Arrangement, a majority of three-quarters or more in value of Creditors voting in favour of it is required.
- 68(3) [Votes rendering decision invalid]** A decision is not made if those voting against it include more than half of the total value of Creditors who are not Associates of the Debtor.
- 68(4) [Resolution for the appointment of Supervisor]** In the case of a decision for the appointment of a Supervisor:
- (a) if on any vote there are 2 nominees for appointment, the person who obtains the most support is appointed, provided that such support represents a majority in value of all those voting; and
 - (b) if there are 3 or more nominees, and one of them has a clear majority over both or all of the others together, that one is appointed; and
 - (c) in any other case, the convenor or chair shall continue to take votes (disregarding at each vote any nominee who has withdrawn and, if no nominee has withdrawn, the nominee

who obtained the least support last time), until a clear majority is obtained for any one nominee.

68(5) [Resolution for joint appointment] The chair may put to a meeting a resolution for the joint appointment of any 2 or more nominees.

69 Chair of meeting as proxy-holder

69 Where the chair at a meeting holds a proxy for a Creditor which requires him to vote for a particular resolution, and no other person proposes that resolution, he shall himself propose it

70 Suspension/adjournment of meetings

70(1) [Suspension] The chair may, without an adjournment, declare the meeting suspended for one or more periods not exceeding one hour in total (or, in exceptional circumstances, such longer total period during the same day at the chair's discretion).

70(2) [Adjournment] The chair may (and must if the meeting so resolves) adjourn the meeting, provided that if the chair is the Supervisor and a resolution has been proposed for the Supervisor's removal, the chair shall not adjourn the meeting without the consent of at least one half in value of the Creditors attending and entitled to vote.

70(3) [Period of adjournment] An adjournment under this Paragraph shall not be for a period of more than 14 days after the date on which the meeting was originally held, or such longer period as the Court may allow.

70(4) [Use of Proofs and proxies at adjourned meeting] Where a meeting is adjourned under this Paragraph, Proofs and proxies may be used if lodged at any time up to or at the adjourned meeting.

71 Record of Creditor decisions

71(1) [Record of a decision] The convenor, or chair in the case of a meeting, must cause a record of the Decision Procedure to be kept. In the case of a meeting, the record must be in the form of a minute of the meeting. The record must be signed by the convenor or chair and retained as part of the records of the Arrangement.

71(2) [List of Creditors participating] The convenor or chair shall also cause to be made and kept a list of all the Creditors who participated and the amount of their claims.

71(3) [Record of decision made] The record of the decision shall include a record of the decisions made and how creditors voted.

71(4) [Record of decision to be circulated] The record of the decision referred to in Sub-paragraph (3) shall be sent to the Creditors, the Debtor and the Court.

PART XI: PROVISIONS FOLLOWING BREACH OF THE ARRANGEMENT

72 Breach by the Debtor of the terms of the Arrangement

72 The Debtor shall be regarded as in breach of the Arrangement if:

- (a) the Debtor fails to comply with any obligation under the Arrangement;
- (b) information which was false or misleading in any material particular or contains any material omissions:
 - (i) was contained in any statement of affairs or other document supplied by the Debtor under Part I under the Act to any person, or
 - (ii) was otherwise made available by the Debtor to the Creditors at or in connection with any meeting of Creditors held, or any decision taken, in connection with the Arrangement, or

- (c) the Debtor or its Directors fail to do all such things as may, for the purposes of the Arrangement, have been reasonably required by the Supervisor.

73 Procedure following breach

73(1) [Notice of Breach] If, at any time, it appears to the Supervisor that the Debtor is in breach of the Arrangement, then, unless such breach is remedied forthwith or the Supervisor has already presented a petition to wind up the Debtor, or the Debtor has convened a member's meeting to wind up the Debtor, the Supervisor shall as soon as practicable issue to the Debtor a notice ("Notice of Breach") identifying the breach and requiring the Debtor within one month of sending the notice:

- (a) to remedy the breach if it is capable of being remedied, and,
- (b) if the Supervisor thinks fit, to give a full explanation of the breach.

73(2) [Remedy of breach] If, within the one month period referred to in Subparagraph (1), or such longer period not exceeding a further one month as the Supervisor shall reasonably allow, the Debtor:

- (a) remedies the breach of the Arrangement;
- (b) if so required in the Notice of Breach, provides a full explanation of the breach, and
- (c) pays to the Supervisor such sum (if any) as the Supervisor may reasonably require to compensate the Creditors for any reduction in Dividend caused by the Debtor's breach, no further action shall be taken against the Debtor save that the Supervisor shall report the breach to the Creditors in the next progress and prospects report under Rule 2.41 (Supervisor's accounts and reports), or on the next convenient occasion, if earlier.

73(3) [Notice of Termination/winding-up petition] If the Debtor has not done those things specified in Sub-paragraph (2) by the time specified or allowed, the Supervisor shall as soon as practicable seek a decision of the creditors to resolve whether or not to do the following things:

- (a) issue a notice ("Notice of Termination") terminating the Arrangement by reason of the Debtor's breach;
- (b) present a petition for the winding-up of the Debtor;
- (c) vary the terms of the Arrangement under Paragraph 76;
- (d) take no action.

73(4) [Supervisor's duty] If the Creditors decide to issue a Notice of Termination and/or to present a winding-up petition against the Debtor, the Supervisor shall do so as soon as practicable.

73(5) [Copies of Notice of Termination] A copy of any Notice of Termination issued by the Supervisor shall be sent to the Debtor and Creditors as set out in Paragraph 11.

74 Retention of funds by Supervisor

74 The Supervisor shall, at all times during the course of the Arrangement, retain sufficient of the funds coming into the Arrangement as represents the Supervisor's best estimate of the costs of petitioning for the Debtor's winding-up should the Creditors so decide under the previous Paragraph hereof. Such costs shall be provided for in priority to any other costs of the Arrangement.

PART XII: MISCELLANEOUS PROVISIONS

75 Third Party obligations

75(1) [Application of Paragraph] This Paragraph applies where the Proposal includes any obligation on the part of a person other than the Supervisor or Debtor to pay moneys, transfer assets or do any other thing.

- 75(2) **[Evidence of agreement]** The third party shall sign the Proposal or such other document evidencing the agreement to be bound by the obligation as the Supervisor shall reasonably require.
- 75(3) **[Enforcement of obligation]** The obligations of the third party shall be enforceable by the Supervisor, or by the Debtor at the direction of the Supervisor.
- 75(4) **[Failure a default of arrangement]** The failure by the third party to carry out the obligation when due shall constitute a breach of the Arrangement.

76 **Variation of the Arrangement**

- 76(1) **[Variation with Creditors' approval]** The provisions of this Arrangement may be amended by a Decision Procedure of the Creditors.
- 76(2) **[Consent of Debtor/third party to variation required]** No variation of the terms of the Arrangement shall be of any effect unless made with the consent of the Debtor and any third party affected thereby.
- 76(3) **[Saving for certain rights]** No variation which restricts the following rights shall be of effect:
- (a) the right of any Secured Creditor to enforce Security, except with the Secured Creditor's consent;
 - (b) the right of a Preferential Creditor to be paid in priority to other Creditors, except with that Creditor's consent;
 - (c) the right of a Preferential Creditor to be paid pro rata with other Preferential Creditors, except with that Creditor's consent.
- 76(4) **[Unfair prejudice and material irregularity]** No variation shall be of effect if it unfairly prejudices the rights of any Creditor or if there has been any material irregularity in the operation of the provisions of this Paragraph.
- 76(5) **[Restriction on variation]** No variation shall be of effect if it causes the Arrangement to cease to be a voluntary arrangement within Part I of the Act.

77 **Tax liabilities arising on realisations**

- 77 **[Tax to be paid out of proceeds]** Taxation liabilities of the Debtor arising on the sale or other realisation of any asset subject to the Arrangement shall, in so far as those proceeds are sufficient, be discharged out of the sale proceeds of the asset in question.

78 **Claims of the Landlord**

- 78 **[Claims of the Landlord]** A liability or debt arising in respect of any leasehold premises or licence to occupy will be dealt with as follows;
- (a) arrears of rent and any other debt or liability due as at the date of the arrangement will rank as an unsecured creditor;
 - (b) if the Debtor vacates the premises during the course of the Arrangement, the landlord's claim for any debt or liability arising after approval of the arrangement will be an unsecured claim by virtue that it was a contingent claim existing at the date the Arrangement was approved. The amount of the claim will be calculated as the lower of an amount equal to 2 years rent, or an amount equal to the rent due for the period beginning on the date the premises are vacated and ending on the date the premises are re-let.

79 **Set-off repayments from the Crown**

- 79 **[Set-off of repayments]** Set-off of refunds due from the Crown against debts due to the Crown will be in accordance with statute and established legal principles.

80 Invalidity and/or illegality

80 If any provision or part of the Arrangement is found to be contrary to the Act or Rules, illegal, invalid or contrary to public policy, that will not affect the validity of the remainder of the Arrangement and the provision or part of the Arrangement in question shall be construed accordingly.

Cash Flow Forecast
KAST Renewable Energies Ltd
For the year ended 31 August 2026

Cash Flow Forecast
KAST Renewable Energies Ltd
For the 5 years ended 31 August 2030

	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	31/08/2026	31/08/2027	31/08/2028	31/08/2029	31/08/2030	
Balance b/f	1,000	4,148	10,487	4,625	74,164	59,376	20,427	28,905	141,920	124,398	109,711	88,023	1,000	47,882	60,730.57	76,361.40	156,177.62	
Turnover																		
Project 1	34,000		34,000	34,000														
Project 2		55,000																
Project 3			45,000	45,000														
Project 4							125,585	125,585										
Project 5																		
Project 6	8,202																	
VAT		11,000	15,800	15,800	-	-	25,117	25,117	-	-	-	-						
Total Turnover	42,202	66,000	94,800	94,800	-	-	150,702	150,702	-	-	-	-	599,206	659,127	725,039.26	797,543.19	877,297.50	
Cost of Sales																		
Project 2 materials / scaffolding		23,500																
Project 2 labour		4,000																
Project 1 materials	20,500		20,500															
Project 1 labour		8,667	8,667	8,667														
Project 3 materials			20,000															
Project 3 labour																		
Project 3 scaffolding			15,000															
Project 4 materials / scaffolding							105,612											
Project 4 labour								23,000										
Merchant fees																		
Contingency	-	3,617	6,417	867	-	-												
VAT	4,100	5,423	12,383	173	-	-	21,122	-	-	-	-	-						
Total Cost of Sales	24,600	45,207	82,967	9,707	-	-	126,734	23,000	-	-	-	-	312,214	343,435.84	377,779.42	415,557.37	457,113.10	
Cash flows incoming from operating activities	17,602	20,793	11,833	85,093	-	-	23,968	127,702	-	-	-	-	286,992	315,690.76	347,259.84	381,985.82	420,184.40	
Administrative Costs																		
Advertising & Marketing	250	250	250	250	250	250	250	250	250	250	250	250	3,000	3,300.0	3,630.0	3,993.0	4,392.30	
Audit & Accountancy fees													7,000	7,700	8,470.0	9,317.0	10,248.70	
Bank Fees	10	10	10	10	10	10	10	10	10	10	10	10	120	132.0	145.2	159.7	175.69	
Directors' Remuneration	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	3,297	23,097	39,564	43,520.4	47,872.4	52,659.68	
Employers National Insurance													1,604	1,604	1,764.3	1,940.7	2,134.79	
Home as office	78	78	78	78	78	78	78	78	78	78	78	78	936	936	1,029.6	1,132.6	1,245.82	
Entertainment-100% business													600	600	660.0	725.0	798.60	
HP ALG Finance	275	275	275	275	275	275	275	275	275	275	275	275	3,300	-	-	-	-	
Insurance	600	600	600	600	833	833	833	833	833	833	833	833	9,067	9,973.33	10,970.7	12,067.7	13,274.51	
IT Software and Consumables	200	200	200	200	200	200	200	200	200	200	200	200	2,400	2,640.0	2,904.0	3,194.4	3,513.84	
Motor Vehicle Expenses	667	667	667	667	667	667	667	667	667	667	667	667	8,000	8,800.0	9,680.0	10,648.0	11,712.80	
Pensions Costs	72	72	72	72	72	72	72	72	72	72	72	72	863	906.07	996.7	1,096.3	1,205.97	
Postage, Freight & Courier	83	83	83	83	83	83	83	83	83	83	83	83	1,000	1,100.0	1,210.0	1,331.0	1,464.10	
Printing & Stationery	58	58	58	58	58	58	58	58	58	58	58	58	700	7,700	8,470.0	9,317.0	10,248.70	
Repairs & Maintenance					100								100	110.0	121.0	133.1	146.41	
Salaries	3,964	3,964	3,964	3,964	3,964	3,964	3,964	3,964	3,964	3,964	3,964	3,964	47,570	49,948.54	52,446.0	55,068.3	57,821.68	
Staff Training					500								500	550.0	605.0	665.5	732.05	
Subscriptions	667	667	667	667	667	667	667	667	667	667	667	667	8,000	8,800.0	9,680.0	10,648.0	11,712.80	
Telephone & Internet	10	10	10	10	10	10	10	10	10	10	10	10	120	132.0	145.2	159.7	175.69	
Travel - National	333	333	333	333	333	333	333	333	333	333	333	333	4,000	4,400.0	4,840.0	5,324.0	5,856.40	
VAT on overheads	387	387	387	387	387	387	387	387	387	387	387	387	4,644	5,108.40	5,619.2	6,181.2	6,799.28	
COMPANY VOLUNTARY ARRANGEMENT	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000	90,000	100,000.0	50,000.0	-	
CORPORATION TAX																		11,476.75
VAT BILL			3,240.46			23,459.00			2,833.60									23,956.00
Cash flows outgoing from overhead commitments	14,454	14,454	17,695	15,554	14,788	38,949	15,490	14,688	17,521	14,688	21,688	40,141	240,110	302,842.2	331,629.0	302,169.6026	286,109.90	
Net cash flows	3,148	6,339	- 5,862	69,539	- 14,788	- 38,949	8,478	113,014	- 17,521	- 14,688	- 21,688	- 40,141	46,882	12,848.55	15,630.84	79,816.22	134,074.50	
Balance c/f	4,148	10,487	4,625	74,164	59,376	20,427	28,905	141,920	124,398	109,711	88,023	47,882	47,882	60,730.57	76,361.40	156,177.62	290,252.12	

Profit and Loss Forecast

KAST Renewable Energies Ltd

For the 5 years ended 31 August 2029

	31/08/2025	31/08/2026	31/08/2027	31/08/2028	31/08/2029
Turnover					
Sales	304,971.19	483,410.00	487,913.00	536,704.30	590,374.73
Total Turnover					
Cost of Sales					
CIS Labour Expense	20,405.00	41,000.00	47,500.00	52,250.00	57,475.00
Cost of Goods Sold	145,005.11	171,480.00	165,635.00	182,198.50	200,418.35
Direct Expenses	270.83	1,000.00	1,100.00	1,210.00	1,331.00
Direct Wages	70.00	1,000.00	1,100.00	1,210.00	1,331.00
Equipment Hire	3,930.74	40,150.00	28,900.00	31,790.00	34,969.00
Merchant fees	1,403.39	1,000.00	1,000.00	1,100.00	1,210.00
Contingency	0.00	25,563.00	24,523.50	26,975.85	29,673.44
Total Cost of Sales	171,085.07	281,193.00	269,758.50	296,734.35	326,407.79
Gross Profit	133,886.12	202,217.00	218,154.50	239,969.95	263,966.95
	44%	42%	45%	45%	45%
Administrative Costs					
Advertising & Marketing	3,842.69	3,000.00	3,300.00	3,630.00	3,993.00
Audit & Accountancy fees	8,603.75	7,000.00	7,000.00	7,000.00	7,000.00
Bad debt expense	145,520.84	0.00	0.00	0.00	0.00
Bank Fees	1,156.47	120.00	132.00	145.20	159.72
Charitable and Political Donations	25.00	0.00	0.00	0.00	0.00
Consulting	186.50	0.00	0.00	0.00	0.00
Depreciation Expense	2,138.61	2,000.00	0.00	0.00	0.00
Directors' Remuneration	34,350.00	34,350.00	34,350.00	34,350.00	34,350.00
Employers National Insurance	1,258.06	1,250.00	1,250.00	1,250.00	1,250.00
Entertainment - 0%	150.65	0.00	0.00	0.00	0.00
Entertainment-100% business	361.90	500.00	500.00	500.00	500.00
Insurance	9,912.45	10,000.00	11,000.00	12,100.00	13,310.00
Interest Paid	39,608.12	0.00	0.00	0.00	0.00
IT Software and Consumables	2,381.86	2,400.00	2,640.00	2,904.00	3,194.40
Legal Expenses	2,519.01	0.00	0.00	0.00	0.00
Light, Power, Heating	1,536.31	0.00	0.00	0.00	0.00
Motor Vehicle Expenses	7,833.20	8,000.00	8,800.00	9,680.00	10,648.00
Operating Lease Payments	174.31	0.00	0.00	0.00	0.00
Pensions Costs	862.92	862.92	862.92	862.92	862.92
Postage, Freight & Courier	851.09	1,000.00	1,100.00	1,210.00	1,331.00
Printing & Stationery	694.35	700.00	770.00	847.00	931.70
Profit / Loss on disposal of fixed assets	1,490.26	0.00	0.00	0.00	0.00
Rates	120.00	0.00	0.00	0.00	0.00
Rent	14,400.00	0.00	0.00	0.00	0.00
Repairs & Maintenance	77.69	100.00	110.00	121.00	133.10
Salaries	48,210.50	48,210.50	50,621.03	53,152.08	55,809.68
Staff Training	60.25	500.00	550.00	605.00	665.50
Subscriptions	4,373.41	8,000.00	8,800.00	9,680.00	10,648.00
Telephone & Internet	4,166.62	120.00	132.00	145.20	159.72
Travel - National	4,168.90	4,000.00	4,400.00	4,840.00	5,324.00
Total Administrative Costs	336,866.82	132,113.42	136,317.95	143,022.40	150,270.74
Operating Loss / Profit	-202,980.70	70,103.58	81,836.56	96,947.55	113,696.20
Corporation Tax	0.00	0.00	0.00	11,476.75	28,424.05
Profit / Loss after Taxation	-202,980.70	70,103.58	81,836.56	85,470.81	85,272.15
To CVA		-60,000.00	-60,000.00	-60,000.00	-60,000.00
Surplus		10,103.58	21,836.56	25,470.81	25,272.15

Kast Renewable Energies Ltd
Estimated Comparison Statement

	Book Value	Estimated to Realise	
		CVL	CVA (48)
	£	£	£
Realisations			
Tangible Assets	139	100	Excluded
Debtors	23,430	21,250	21,250
Overdrawn Director's Loan Account	16,945	8,473	16,945
Contributions from trading		-	240,000
Total Realisations		29,823	278,195
Less:			
Bordereau		270	1,020
Agent/Valuer's fees		4,250	Not Applicable
Advertsing Costs		239	Not Applicable
Employee Specialist's Fees		250	250
Liquidator's remuneration		30,000	Not Applicable
Supervisor's fees		Not Applicable	28,000
		34,739	29,270
Available after costs		-	4,916
Secured Liabilities			
BEF BSC 2 Ltd		22,457	22,457
Preferential Liabilities			
Holiday Pay		311	Excluded
Nest - Pension Scheme		1,510	1,510
Wage Arrears		7,375	Excluded
Secondary Preferential Liabilities			
VAT		14,818	14,818
PAYE		32,215	32,215
Total Preferential creditors		56,230	71,001
Payment to Preferential creditors		Nil	100p in £
Available for unsecured creditors		Nil	177,924
Unsecured Liabilities			
ALG Finance Limited		3,265	Excluded
Andre Downes		1,900	1,900
Blake Jones Solar & Electrical Ltd		1,440	1,440
BMG Surveyors		155	155
Bridge Law		360	360
Bristish Assesment Bureau		3,456	3,456
Business Growth Hub		30,954	30,954
Capital on Tap		7,000	7,000
City Electrical Factors		351	351
Corporation Tax		4,056	4,056
Daniel Dove		3,005	3,005
Electrifix		150	150
Fleximise Capital		35,662	35,662
Freedom Search Ltd		960	960
Greentech		23,166	23,166
Instilled Ltd		173	173
Lancashire Electrical Distributors Ltd		71	71
Lily Communications Ltd		238	238
Links Electrical Supplies Ltd		55,537	55,537
Lloyds Bounce Back Loan		39,028	39,028
Maxcap		4,192	4,192
Mees Solutions		3,456	3,456
Nationwide Platforms Ltd		4,091	4,091
Pay in lieu of notice		5,943	Excluded
Redundany Pay		8,422	Excluded
Rexel		12,166	12,166
Trade UK		261	261
Trad Hire & Sales Ltd		133	133
Universal Container Services Ltd		133	133
		249,724	232,094
Return to Unsecured Creditors		Nil	76.6p in £
Summary			
Distribution to preferential creditors		0%	100%
Distribution to unsecured creditors		0%	76.6%

NOTES TO ACCOMPANY THE ESTIMATED OUTCOME STATEMENT

Tangible Assets

The tangible assets of the Company comprise of two laptops with a current book value of £139. The valuation was provided by the Directors. However, in the event of a forced sale, it is estimated that only £100 could be realised, which reflects current market conditions and the likely distressed nature of such a sale.

Debtors

The Company's debtor ledger illustrates trade debtors amounting to £23,430. However, the Company expects to recover only £21,250 of this amount. The reduction is due to an ongoing legal dispute with one of the debtors, which is likely to affect recoverability. The estimated realisable value therefore reflects prudent accounting and recovery expectations.

Overdrawn Loan Account

One of the directors has an overdrawn loan account totalling £16,945, which will be repaid within 12 months of the commencement of the CVA. Should the Company enter Creditors' Voluntary Liquidation/CVL, it is estimated that only 50% of the balance would be recoverable. This is due to the director losing his employment and income.

Contributions from Trading

Monthly contributions to the Company Voluntary Arrangement/CVA have been calculated based on cash flow forecasts prepared by the Company's accountant. The Company proposes to contribute £5,000 per month over a 48-month term. This is based on expected trading performance and available surplus cash flow throughout the CVA period.

Bordereau

The CVA bordereau is anticipated to be slightly higher than the CVL scenario due to increased asset realisations. The exact amount of the premium will be determined upon submission of the relevant application.

Agents/Valuers Fees

Agent fees have been estimated at an industry-standard rate of 20%. This percentage is based on the Insolvency Practitioner's (IP's) past experience and comparable work within similar CVA arrangements. It represents a reasonable and typical cost for services rendered in these circumstances.

Advertising Costs

All CVLs are required to be advertised in the London Gazette. The current price of advertising in the London Gazette is £239.40.

Liquidator's remuneration

The Liquidator's remuneration is an estimate based on fees previously charged for similar work carried out in the past.

Supervisor's fees

The Supervisory fees have been set at £7,000 per annum. Given the proposed term of the CVA is 48 months (4 years), the total fees for supervising the CVA are projected to be £28,000. These fees cover the ongoing administration, monitoring of contributions, reporting to creditors, and handling any creditor queries or disputes over the duration of the CVA.

Secured Liabilities

The Company granted a fixed and floating charge to BEF BSC 2 Ltd on 17 October 2024. In a CVL scenario, based on the anticipated net property after paying the preferential creditors, but before paying the lenders who hold a floating charge, it is anticipated that there will not be a prescribed part available to the unsecured creditors.

Preferential creditors

Employee claims have been calculated by IPERA Services Limited/IPERA based on information provided as of 31 July 2025. These figures reflect the statutory entitlements that would arise in a CVL scenario, including arrears of pay and unpaid holiday pay.

Outstanding Pension arrears of £1,342 have been included in the CVA proposal as requested by the directors.

Secondary preferential creditors

At the time of drafting the CVA proposal, the classification of H M Revenue & Customs claims as either unsecured or secondary preferential has not yet been confirmed. Once a breakdown is received from HMRC, the treatment of their debt will be reviewed and amended accordingly to ensure accurate classification within the CVA.

Unsecured Creditors

The unsecured creditors have been provided by the company directors.

Excluded Creditor

All known creditors have been included within the CVA with the exception of the Company's ongoing hire purchase agreement with ALG Finance Limited for a company van. This asset is vital to the Company's ability to continue trading. ALG Finance Limited has stipulated that the van can only be retained if the Company continues to make regular monthly payments, and as such, this agreement will remain outside of the CVA to preserve operational continuity.

The Employee claims have been excluded from the CVA as the employees will continue to work throughout the CVA, and the arrears are only relevant in a CVL scenario.

The first dividend to non-preferential unsecured creditors shall be paid within 12 months of the payment in full of preferential creditors and will subsequently be paid annually as a minimum thereafter. Distributions will depend on the contributions received but will be approximately nil in year one and 76.6p in the £ in total in years two to four. These amounts are estimates only and may be varied by the Supervisor at their discretion if the circumstances of the case change.

Dividend Prospects

The EOS shows that in a CVA scenario preferential creditors will receive 100% of their claim and unsecured will receive 76.6% of their claim compared to a CVL scenario where there will be no dividends to any creditors.

Description	Book Value	Estimated to Realise	
	£	£	£
Shortfall to Preferential Creditors			(10,247.88)
Unsecured Creditors (excluding floating charge shortfall)			
Trade & Expense Creditors (Count = 25)		192,275.01	
Banks/Institutions (Count = 1)		39,028.18	
HMRC (Count = 1)		4,056.00	
			(235,359.19)
Unsecured Creditors (excluding floating charge shortfall post 14 September 2003)			(245,607.07)
Shortfall in respect of floating charges			(22,457.00)
Estimated deficiency/surplus as regards creditors			(268,064.07)
Issued and called up capital			
Ordinary		100.00	
			(100.00)
Total Surplus/(Deficiency)			(268,164.07)

Signature *Kes Scott* Date 29/08/2025

Company Creditor - Schedule B - Creditors
Kast Renewable Energies Ltd (Registered Number - 11523827)

Key	Name	Address	Amount Of Debt £
CA0000	ALG Finance Limited	Sovereign House, Stockport Road, Cheadle, Greater Manchester, SK8 2EA, United Kingdom	3,265.00
CB0000	BEF BSC 2 Ltd	9-11 Peckover Street, Bradford, West Yorkshire, BD1 5BD, United Kingdom Additional Details / Security: Fixed & floating charge over all company assets.. Contains negative pledge.; Date on which security given: 21/10/2024; Value of Security: 22,458.00	22,458.00
CB0001	Blake Jones Solar & Electrical Ltd	Moorcroft, Dolerw, Y Trallwng, Powys, SY21 7HQ, United Kingdom	1,440.00
CB0002	BMG Surveyors	34 Cortmalaw Gate, Glasgow, Glasgow City, G33 1TH, United Kingdom	155.00
CB0003	Bridge Law	40-42 Town Street, Marple Bridge, Stockport, Greater Manchester, SK6 5AA, United Kingdom	360.00
CB0004	British Assessment Bureau	30 Tower View, Kings Hill, West Malling, Kent, ME19 4UY, United Kingdom	3,456.00
CB0005	Business Growth Hub	90 Great Bridgewater Street, Manchester , M1 5JW	30,954.00
CC0000	Capital on Tap	6-8, Hylo Building, 103-105 Bunhill Row Floors, London , EC1Y 8LZ	7,000.00
CC0001	Corporation Tax	Corporation Tax Services, HM Revenue and Customs, BX9 1AX	4,056.00
CC0002	City Electrical Factors Limited	Georgina Mackie House, 141 Farmer Ward Road,, Kenilworth, Warwickshire, CV8 2SU	351.19
CD0000	Andre Downes	4 Windmill Lane, Kerridge, Macclesfield, Cheshire, SK10 5AZ, United Kingdom	1,900.00
CD0001	Daniel Dove	97 Balmoral Drive, Denton, Manchester, Greater Manchester, M34 2JX, United Kingdom	3,005.00
CE0000	Electrifix	84 Church Street, Middleton, Manchester, Greater Manchester, M24 2PY, United Kingdom	150.00
CF0000	Freedom Search Ltd	Suite 5C, Barnfield Way, Millennium City Office Park,, Preston , PR2 5DB	960.00
CF0001	Fleximise Capital	Holbrook House, 51 John Street, Ipswich, Suffolk, IP3 0AH, United Kingdom	35,661.66
CG0000	Greentech	Edmundson House, Tatton Street, Knutsford, Cheshire, WA16 6AF, United Kingdom	23,166.41
CH0001	HMRC - VAT	BT VAT, HM Revenue and Customs, BX9 1WR	14,818.00
CH0002	HMRC - PAYE	Pay As You Earn and Self Assessment, HM Revenue and Customs, BX9 1AS	32,215.00
CI0000	Instilled Ltd	2 Station View, Hazel Grove, Stockport, Greater Manchester, SK7 5ER, United Kingdom	172.80
CL0000	Lancashire Electrical Distributors Ltd	Bramhall Technology Park, Unit 4H Pepper Road, Stockport , SK7 5BW	71.40
CL0001	Lily Communications Ltd	Connect House, Global Ave, Leeds , LS11 8PR	238.00

Signature *Kes Scott* Date 29/08/2025

Key	Name	Address	Amount Of Debt £
CL0002	Links Electrical Supplies Ltd	First Floor Office Site Hafren House, 5 St Giles Business Park, Newtown, Powys, SY16 3AJ	55,536.55
CL0003	Lloyds Bank Plc	25 Gresham Street, London, EC2V 7HN, United Kingdom	39,028.18
CM0000	Maxcap	35 Ballards Lane , London, N3 1XW	4,192.00
CM0001	Mees Solutions	167-169 Great Portland Street , London , W1W 5PF	3,456.00
CN0000	Nest - Pension Scheme	Nene Hall, Peterborough Business Park, Lynch Wood, Peterborough, Cambridgeshire, PE2 6FX, United Kingdom	1,510.00
CN0001	Nationwide Platforms Ltd	15 Midland Court, Central Park, Lutterworth, Leicestershire, LE17 4PN	4,091.00
CR0000	Rexel	Ground Floor, Eagle Court 2, Hatchford Brook, Hatchford Way, Birmingham, B26 3RZ	12,166.00
CT0000	Trad Hire & Sales Ltd	Trad Scaffolding, Albion Road, Dartford, DA1 5PZ, United Kingdom	133.00
CT0001	Trade UK	Trade House, Mead Avenue, Houndstone Business Park, Yeovil, Somerset, BA22 8RT, United Kingdom	261.00
CU0000	Unniversal Container Services Ltd	Wharfside Container Park, Irlam Wharf Road, Manchester, Greater Manchester, M44 5FZ, United Kingdom	133.00
31 entries totalling			306,360.19

Signature *Kee Scott* Date 29/08/2025

Company Shareholders - Schedule C
Kast Renewable Energies Ltd (Registered Number - 11523827)

Key	Name	Address	Type	Nominal Value	No. Of Shares	Called Up Per Share	Total Amt. Called Up
ED0000	Stephen Dootson	Bank Chambers Marketplace, St Petersgate, Stockport, SK1 1AR, United Kingdom	Ordinary	1.0000	20.00	0.0000	0.0000
ES0000	Kerry Andrew Scott	Bank Chambers Marketplace, St Petersgate, Stockport, SK1 1AR, United Kingdom	Ordinary	1.0000	80.00	0.0000	0.0000
2 Ordinary entries totalling					100.00		

Signature *Kerry Scott* Date 29/08/2025