

The Insolvency Act 1986  
Return of Final Meeting in  
a Members' Voluntary  
Winding Up  
Pursuant to Section 94  
of the Insolvency Act 1986

**S.94**

For Official Use

To the Registrar of Companies

Company number

00072536

Name of company

(a) Insert full name of  
company

(a) Somerwest Limited

(b) Insert full name(s) and  
address(es)

We (b)

Bruce Alexander Mackay  
Baker Tilly Restructuring and Recovery LLP  
25 Farringdon Street  
London  
EC4A 4AB

Geoffrey Lambert Carton-Kelly  
Baker Tilly Restructuring and Recovery LLP  
25 Farringdon Street  
London  
EC4A 4AB

(c) Delete as applicable

(d) Insert date

(e) The copy account  
must be authenticated by  
the written signature(s) of  
the liquidator(s)

give notice that a general meeting of the company was duly (c) summoned for  
(d) 6 May 2011 pursuant to section 94 of the Insolvency Act 1986, for the purpose of  
having an account of which a copy is attached (e) laid before it showing how the winding  
up of the company has been conducted, and the property of the company has been  
disposed of and (c) no quorum was present at the meeting

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

Signed



Date 10 May 2011

Signed on behalf of: *Bruce Mackay*  
Under a power of attorney  
Dated

For Official Use

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SATURDAY



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14/05/2011

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COMPANIES HOUSE

## Liquidator's statement of account. members' voluntary winding up

Statement showing how winding up has been conducted and the property of the company has been disposed of

Name of Company Somerwest Limited

From 1 April 2010 (commencement of winding up) to 6 May 2011 (close of winding up)

	Statement of assets and liabilities	Receipts		Payments
Receipts-				£
Cash at bank	33,028 00		Costs of Solicitor to Liquidator	
Inter-company debt			Other Law Costs	
Marketable securities			Liquidator's remuneration	
Sundry Debtors			Where (% on £ realised)	
Stock in Trade			applicable (% on £	
Work in Progress			distributed)	
Freehold Property			By whom fixed	
Plant and Machinery				
Furniture, Fittings, Utensils etc			Auctioneer's and Valuer's charges	
Patents, Trademarks etc			Costs of possession and	
Investments other than			maintenance of estate	
marketable securities			Costs of notices in Gazette and	
Surplus from securities			newspaper	
Unpaid calls at			Incidental outlay	
commencement of winding up			Total Costs and Charges	
Amount received from calls on			(i) Debenture holders	
contributories made in the			Payment of £ per	
winding up			£ debenture	
Receipts per trading account			Payment of £ per	
Other property viz	£ 33,028 00		£ debenture	
			Payment of £ per	
			£ debenture	
Less			(ii) Creditors	
			*Preferential	
			*Unsecured	
			Dividends of p in £ on £	
Inter-company creditor			(The estimate of amount	
Payments to redeem securities			expected to rank for dividend was	
Costs of Execution			£ )	
			(iii) Returns to Contributories	
			£0 125 per Ordinary share	
			£0 125 per Non Cumulative Deferred	
Net realisations	£ 33,028 00		share	16,514 00
			+share	16,514 00
			£	NIL
			+share	
			BALANCE	
			£	

- (1) Assets, including NIL shown in the statement of assets and liabilities and estimated to be of the value of £NIL have proved to be unrealisable

(2) State amount paid into the Insolvency Services Account in respect of

- |  |      |
|--|------|
| (a) unclaimed dividends payable to creditors in the winding up   | £NIL |
| (b) other unclaimed dividends in the winding up  | £NIL |
| (c) moneys held by the company in trust in respect of dividends or other sums due before the commencement of the winding up to any person as a member of the company | £NIL |

(3) Add here any special remarks the Liquidator thinks desirable -

A first and final in specie distribution of an inter-company debt totalling £33,028 00 was made to PSP (Sales & Distribution) Limited. The rate of the distribution is £0 125 per Ordinary share and £0 125 per Non Cumulative Deferred share. Please note that this distribution contains the amount distributable to the nominee shareholder, Express Foods Nominee Limited in Members' Voluntary Liquidation, further to their instructions to distribute any funds due to them to the beneficial shareholder of the Company.

#### Fee Information

"THAT the remuneration of the Joint Liquidators be fixed on the basis of time spent by them and members of their staff in the discharge of their duties at Baker Tilly Restructuring & Recovery LLP's standard charging rates, together with any out of pocket expenses incurred, in accordance with provisions contained in their engagement letter dated 29 January 2008 "

The remuneration of the Joint Liquidators was paid by another group company

Dated 10 May 2011

Signed (by the Liquidator)



Name and address of Liquidator  
(IN BLOCK LETTERS)

BRUCE ALEXANDER MACKAY  
BAKER TILLY RESTRUCTURING AND RECOVERY LLP  
25 FARRINGDON STREET  
LONDON  
EC4A 4AB

Signed on behalf of:  
Under a power of attorney  
Dated

#### Notes

\* State number. Preferential creditors need not be separately shown if all creditors have been paid in full

+ State nominal value and class of share

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**DATED 12 February 2011**

**BRUCE ALEXANDER MACKAY**

**-to-**

**MATTHEW ROBERT HAW**

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**POWER OF ATTORNEY**

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## POWER OF ATTORNEY

THIS POWER OF ATTORNEY dated 12 February 2011 is made by Bruce Alexander Mackay (the “**Principal**”) of Baker Tilly Restructuring and Recovery LLP, 25 Farringdon Street, London, EC4A 4AB.

1. The Principal appoints for the matters dealt with in subparagraphs (i) to (iii) below Matthew Robert Haw of Baker Tilly Restructuring and Recovery LLP, 25 Farringdon Street, London, EC4A 4AB (the “**Attorney**”) as his agent and attorney for him in his name and on his behalf to:

- (i) do on his behalf anything which he can lawfully do as Special Manager, Interim Receiver, Receiver, Administrative Receiver, Provisional Liquidator, Liquidator, Administrator, Nominee/Supervisor of an Individual/Company Voluntary Arrangement, Supervisor of a Scheme of Arrangement under s425 Companies Act 1985, Trustee in Bankruptcy, Interim or Permanent Trustee in a Sequestration, Trustee under a Deed of Arrangement, Trustee under a Trust Deed, Trustee of a Partnership or Administrator of a Deceased Individual’s Estate or any other formal insolvency appointment in any jurisdiction, whether a sole or joint appointment (each an “**Appointment**”);
- (ii) execute and/or deliver, whether as a deed or otherwise, any document or instrument which may be required and to do any other act, matter or thing in connection with an Appointment which the Attorney shall consider necessary or expedient, and
- (iii) accept on his behalf a new Appointment jointly with him

- 
2. The Principal undertakes to ratify and confirm everything which the Attorney shall do or cause to be done by virtue of this instrument
  - 3 In favour of the Attorney and any person dealing with him, any document executed by the Attorney in good faith pursuant to this Power of Attorney will, for all purposes, be valid and binding on the Principal.
  4. The Principal authorises the delivery of a copy of this Power of Attorney to any person or persons who may reasonably require a copy
  5. This Power of Attorney shall be irrevocable for three months from the date of this Power of Attorney
  6. This Power of Attorney will be governed by and construed in accordance with English law
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The Principal has shown his acceptance of the terms of this Power of Attorney by executing it as a deed below

SIGNED AND DELIVERED

as a deed by **BRUCE ALEXANDER MACKAY**

in the presence of.

)  
)  
)



Witness's signature: MARY PERMAUL

Witness's name

(in capitals)

Witness's address

*M Permaul*  
46 BAKER TILLY  
25 FARRINGTON ST  
LONDON  
EC4A 4AB

Date:

11.02.11