

Rule 1.24/1.54

The Insolvency Act 1986**Notice to Registrar of Companies
of Voluntary Arrangement
Taking Effect****Pursuant to Section 4 of, or paragraph
30 of Schedule A1 to,
the Insolvency Act 1986****S.4/
Para 30
Sch A1****For Official Use**

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Company Number**01971947**

To the Registrar of Companies

Insert full name of
Company**Name of Company****LMW Electronics Limited**Insert full name and
Address

I Ian Michael Rose
 Silke & Co Limited
 1st Floor
 Consort House
 Waterdale
 Doncaster
 DN1 3HR

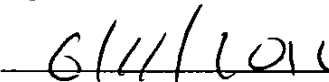
Insert date

the chairman of meetings held in pursuance of section 4 of the Insolvency Act 1986 on
 1 November 2012 enclose a copy of my report of the said meetings

Signed



Date


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

L2UA
 LMW Electronics Limited

Ian Michael Rose
 Silke & Co Limited
 1st Floor
 Consort House
 Waterdale
 Doncaster
 DN1 3HR

For Official Use

Liquidation Section

Post Room

FRIDAY



A1LCPS7T

A28

09/11/2012

#244

COMPANIES HOUSE

SILKE & CO LTD

1st Floor – Consort House – Waterdale – Doncaster – DN1 3HR
Tel 01302 342875 - Fax 01302 342986
Email info@silkeandco.co.uk - Web www.silkeandco.co.uk

TO ALL KNOWN CREDITORS

Our Ref L2UA/IMR/CLB/WC/S7
Date 6 November 2012

When calling please ask for Weronika Charubin
Email weronika.charubin@silkeandco.co.uk

Dear Sir/Madam

LMW ELECTRONICS LIMITED - COMPANY VOLUNTARY ARRANGEMENT ("CVA")

I am writing to notify you of the result of the meetings of creditors and members in the above matter held on 1 November 2012. At the meetings, the directors' proposals for a CVA were approved. Details of the proposal and Notice of the meetings were sent to you on 9 October 2012. A copy of my formal report to the Court on the outcome of the meetings is enclosed with this letter.

I am authorised to act as an insolvency practitioner in relation to the Company, within the meaning of section 388 of the Insolvency Act 1986, by the Insolvency Practitioners Association.

The effect of the approval of the CVA is that all creditors who were given notice of the proposal and were entitled to vote on it, and also every person who would have been so entitled if they had had notice of it ('unknown creditors') are bound by its terms. Under the CVA, management of the Company's ongoing day-to-day activities remains with the directors.

As Supervisor, I will oversee the implementation of the CVA and I will be taking steps to agree the claims of creditors. In this regard, your attention is drawn to the enclosed Statement of Claim form for completion and return. When forwarding the completed form, please enclose copy documentation in support of your claim. Initially, a statement of account will suffice.

If you have any queries regarding this report, or any other matter which you would like to raise, please do not hesitate to contact me.

Yours faithfully



Ian M Rose
Supervisor, Chairman of the meeting

Enc
Chairman's Report
Proof of Debt

LEEDS DISTRICT REGISTRY
No 1394 of 2012

**IN THE MATTER OF THE INSOLVENCY ACT 1986 PART I
AND IN THE MATTER OF
LMW ELECTRONICS LIMITED**

Chairman's report on the meetings of creditors and members held at The Offices of Silke & Co Ltd, 1st Floor, Consort House, Waterdale, Doncaster, DN1 3HR convened pursuant to Section 3 of The Insolvency Act 1986 on 1 November 2012.

Introduction

This report is submitted to the Court pursuant to Section 4 of The Insolvency Act 1986 and in accordance with Rule 1.24 of The Insolvency Rules 1986

I, Ian Michael Rose, the Nominee in this matter, confirm that I acted as Chairman of the meetings of the creditors and members on 1 November 2012.

Approval or Rejection of the Proposal

The directors' proposal for a voluntary arrangement was accepted by the creditors and members of the Company

23 modifications to the proposal were made and voted upon prior to the voting on the acceptance or rejection of the proposal.

Modifications to the Proposal

The attached resolutions specifying 23 modifications to the proposal were voted upon at the meeting of creditors

Attendance and Voting

Details of creditors and members who attended and how they voted on each resolution are set out in the Appendix to this report.

EC Regulation

The Supervisor is of the opinion that EC Regulation (1346/2000/EC) applies to the voluntary arrangement and that the proceedings are main proceedings within the meaning of Article 3 of the EC Regulation

Further Relevant Information

Notice of the result of the meetings of creditors and members will be sent to all creditors and members who received notice of the meetings.

A copy of this report shall forthwith be sent to the Registrar of Companies.

Dated 6 November 2012

Signed 
Ian M Rose, Chairman

LMW ELECTRONICS LIMITED

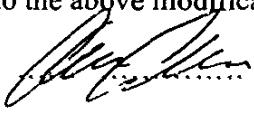
Modifications to the Proposals for a Company Voluntary Arrangement ("CVA") dated 4th October 2012

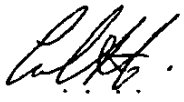
- 1 **[Interpretation]** Where a modification to the proposal is approved by creditors and accepted by the Company, the entire proposal shall be construed in the light of the modification and read to give effect to that modification such that any contrary or potentially contrary provisions in the proposal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

- 9 **[Expenses of VA]** HMRC distress/petition costs are to be paid as an expense of the arrangement, in priority to the Nominee's fees and Supervisor's fees, remuneration and disbursements.
- 10 **[Co debtors]** The release of the Company from its debts by the terms of the CVA shall not operate as a release of any co-debtor for the same debts
- 11 **[Termination]** The arrangement shall terminate upon:
 - (a) The making of a winding up order against the company, or the passing of a winding up resolution or the company going into administration.
 - (b) (where there is express authority for the supervisor so doing) the supervisor issuing a certificate of termination
- 12 **[Arrangement trusts]** Upon termination of the arrangement the arrangement trusts expressed or implied shall cease, save that assets already realised shall [after provision for Supervisor's fees and disbursements] be distributed to arrangement creditors.
- 13 **[Liquidation costs provision]** The Supervisor shall set aside sufficient funds for Winding Up proceedings against the Company and such funds will rank ahead of any other expenses of the arrangement
- 14 **[Non- compliance]** Failure to comply with any express term of the arrangement shall constitute a breach of the company's obligation under the arrangement. The supervisor shall work with the company to remedy any breach of obligation. Rule 1 19 shall apply where any variation is proposed But if any breach of obligation is not remedied within 60 days of its occurrence this shall constitute default of the CVA that cannot be remedied and the supervisor shall petition for a winding up order.
- 15 **[Windfall]** Should the Company receive or become entitled to any assets/funds which had not been foreseen in the proposal details shall be notified to the Supervisor immediately and such sums shall be paid into the CVA until all costs, creditors' claims and statutory interest have been paid in full. Until costs, claims and statutory interest are paid in full all the Company's other obligations under the arrangement shall continue and the payment shall not reduce the amount of contribution due from the Company
- 16 **[Contributions]** If the Company should fail to pay 2 monthly contributions (these need not be consecutive) this shall constitute default of the CVA that cannot be remedied and the Supervisor shall immediately petition for the compulsory winding-up of the Company.

- 17 **[Payments]** The Company is to make monthly contributions of not less than those detailed in the proposal. The promised lump sum will be paid as detailed
18. **[Reviews]** The Supervisor is to conduct a full review every 12 months of the company's business income and expenditure and obtain an increase in voluntary contributions of not less than 50% of any rise in the net income after provision for tax
- 19 **[Third party payments]** Third party payments shall be made in amounts and on the date shown
- 20 **[Duration]** The duration of the arrangement shall not exceed 66 months without the prior approval of a 75% majority in value of creditors' claims voting for the resolutions.
- 21 The arrangement shall not be capable of successful completion until all unsecured, non preferential creditors claiming in the arrangement have received a minimum dividend of 61 5 pence/£.
- 22 **[Variation]** The Company shall not, within 12 months of approval propose a variation to the arrangement that will reduce the yield to creditors below the forecast of 61 5p in the £ unless the Supervisor can provide clear evidence that the variation proposal results from changed trading circumstances that could not have been foreseen when the arrangement was approved. For the avoidance of doubt, simple mis-forecasting of business or profitability shall not provide cause for variation. The Supervisor's evidence, supporting financial information and notice of a creditors' vote shall be circulated to creditors giving at least 14 days clear notice. Creditors shall be asked to say whether the costs associated with the variation shall be met from VA funds in the event that it is rejected.
- 23 The directors of the Company shall not.-
 - a) declare or pay any dividend to shareholders for the duration of the voluntary arrangement,
 - b) declare or pay themselves additional remuneration or fees save shall be agreed with creditors representing 75% of voting creditors

We Clive Graham and Christopher Smith, the Directors of LMW Electronics Limited consent to the above modifications

Signed.. 
Clive Graham

Signed .. 
Christopher Smith

Dated 1 November 2012

LMW ELECTRONICS LIMITED
VOTING SCHEDULE

NAME OF MEMBER	PROXY	VALUE OF SHARES	NUMBER OF SHARES	FOR	AGAINST	ABSTAIN
Chnstopher M Smith	Self	Ord £1	99	99		

TOTALS

Admitted to vote	99		
Value of votes For	99		
Value of votes Against		0	
Percentage For (of those voting)	100		
Percentage Against (of those voting)		0	

RESULT

PASSED

**LMW ELECTRONICS LIMITED
VOTING SCHEDULE**

NAME OF CREDITOR	PROXY	£ PROOF	ADMITTED	FOR	AGAINST	ABSTAIN	INVALID
Barric Ltd	The Chairman	4,236 58					4,236 58
Cobham TCS Ltd	The Chairman	12,384 00	12,384 00		12,384 00		
HM Revenue & Customs	The Chairman	34,591 00	34,591 00	34,591 00			
Magneto Technologies Ltd	The Chairman	600 00	600 00	600 00			
Maxon Motor UK Ltd	William Mason	2,770 56					2,770 56
Ovation Systems Ltd	David Millar	386 40					386 40
Christopher M Smith*	Self	55,914 38	55,914 38	55,914 38			

TOTALS

Proofs received	<u>110,882 92</u>				
Admitted to vote		<u>103,489 38</u>			
Value of votes For			<u>91,105 38</u>		
Value of votes Against				<u>12,384 00</u>	

Percentage For (of those voting)	88 03				
Percentage Against (of those voting)				11 97	

CONNECTED PARTY VOTE ADJUSTMENT

Value of votes Against				<u>12,384 00</u>	
Value of claims proved excluding					
Connected parties (see* above)		<u>47,575 00</u>			
Adjusted percentage Against				26 03	

RESULT

PASSED

CREDITOR CLAIM FORM (COMPANY VOLUNTARY ARRANGEMENT)

NAME OF COMPANY IN CVA

LMW ELECTRONICS LIMITED

TRADING ADDRESS

MERRYLEES INDUSTRIAL ESTATE, DESFORD,
LEICESTERSHIRE, LE9 9FS

RELEVANT DATE

1 NOVEMBER 2012

CREDITOR'S STATEMENT OF CLAIM IN THE ABOVE VOLUNTARY ARRANGEMENT

NAME OF CREDITOR

ADDRESS OF CREDITOR

Total amount of claim

Inclusive of VAT at the relevant date – see above £ _____

If amount above includes outstanding uncapitalised interest please state amount	£ _____
Particulars of any security held Value of security	£ _____
Particulars of any reservation of title claimed in respect of goods supplied to which the claim relates.	
Signature of, or on behalf of, creditor	
Name in block capitals	
Position, or relationship, with creditor	
PLEASE ATTACH A DETAILED STATEMENT OF ACCOUNT or other particulars of how the debt arose	

ACKNOWLEDGEMENT OF CLAIM (for Supervisor's use only)

I acknowledge receipt of a claim in the Voluntary Arrangement of £_____ including VAT, as detailed above
This acknowledgement does not necessarily admit the claim to rank for dividend

Signed _____

For Ian Michael Rose, Supervisor of the Voluntary Arrangement

Date

Silke & Co Ltd
1st Floor
Consort House
Waterdale
Doncaster
DN1 3HR

SILKE & CO LIMITED DISBURSEMENT AND CHARGEOUT RATES

EFFECTIVE FROM 1 OCTOBER 2012

Disbursements

Definitions

Category 1 - approval not required - specific expenditure that is directly related to a particular insolvency case, where the cost of the expense incurred is referable against an independent external supplier's invoice or published tariff of charges.

Category 2 - approval required - all other items of expenditure. Which cannot, or cannot easily, be directly related to a particular insolvency case because there is an element of shared or allocated cost, and/or where the cost of the expense incurred is an estimated, utilised cost with the estimate based on external costs or opportunity costs

Charging Policy of Silke & Co Limited

Category 1 expenses are recharged to the particular insolvency case at the rate incurred by Silke & Co Limited and as they are incurred.

Category 2 expenses, the following items are recharged at the following rates:

- Where meeting rooms of Silke & Co Limited are used for the purpose of statutory meetings of creditors the room hire is recharged to the individual insolvency case at £150 per meeting.
- Car mileage is recharged to the individual insolvency case at the rate of 40p per mile.
- The storage of books and records (when not charged as a Category 1 expense) is recharged at the rate of £1.50 per box per month.
- Printing and photocopying is charged at 15p per sheet.
- Faxes are charged at 50p per sheet.
- Postage is charged at the relevant prevailing rate.
- IPS computer charge £6.25 per Month (maximum £200 per case).

Chargeout Rates

The hourly rates for the different levels of staff are shown below:

Insolvency Practitioner	£350
Manager	£275
Assistant Manager	£225
Senior Administrator	£200
Administrator	£150
Cashier	£150
Assistants and Support Staff	£100

Time is charged to the individual insolvency case in 6 minute units