

Rule 1.24/1.54

The Insolvency Act 1986
Notice to Registrar of Companies of
Voluntary Arrangement Taking Effect

**S.4/
Para 30
Sch A1**

Pursuant to Section 4 of, or paragraph 30 of
Schedule A1 to, the Insolvency Act 1986

For official use

To the Registrar of Companies



Company Number

02872203

Name of Company

(a) Insert full name of
company

(a) STRONGCASTLE BUILDERS LIMITED

(b) Insert full name and
address

I, (b) Ian Michael Rose
Silke & Co Ltd
Silver House
Silver Street
Doncaster
DN1 1HL

(c) Delete as applicable
(d) Insert date

the chairman of meetings held in pursuance of Section 4 of the Insolvency Act
1986 on 12 January 2010 enclose a copy of my report of the said meetings.

Signed 
Dated 15/1/2010

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

Ian Michael Rose
Silke & Co Ltd
Silver House
Silver Street
Doncaster
DN1 1HL

For Official Use	
Liquidation Section	Post Room

THURSDAY



PC4 *PP7NIGU0* 21/01/2010 983
COMPANIES HOUSE

SILKE & CO LTD

Silver House - Silver Street - Doncaster - DN1 1HL
Tel: 01302 342875 - Fax: 01302 342986
Email: info@silkeandco.co.uk - Web: www.silkeandco.co.uk

TO ALL CREDITORS

15 January 2010

Dear Sir/Madam,

STRONGCASTLE BUILDERS 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 12 January 2010. 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 15 December 2009. 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 Michael Rose
Supervisor, Chairman of the meeting

Enc

STRONGCASLTE BUILDERS LIMITED
No 9A-03465 OF 2009

**IN THE MATTER OF THE INSOLVENCY ACT 1986 PART I
AND IN THE MATTER OF
STRONGCASTLE BUILDERS LIMITED**

Chairman's report on the meetings of creditors and members held at The Holiday Inn Hemel Hempstead M1 Jct 8, Breakspear Way, Hemel Hempstead, HP2 4UA convened pursuant to Section 3 of The Insolvency Act 1986 on 12 January 2010.

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 12 January 2010.

Approval or Rejection of the Proposal

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

18 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 18 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

A winding up petition was presented against the company on 1 September 2009 in the High Court of Justice, Strand, London, court reference 18126 of 2009 and a winding up order was granted on 4 November 2009. An application to rescind the winding up petition was filed in the High Court of Justice, London on 11 November 2009. The petition is next due to be heard on 20 January 2010.

A request will be made for the petition to be dismissed on the basis that the Company Voluntary Arrangement was approved by creditors and members on the 12 January 2010.

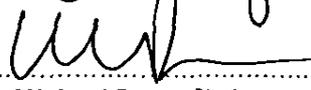
Notice of the result of the meetings of creditors and members will be sent to all creditors and members who received notice of the meetings.

A copy of this report shall forthwith be sent to the registrar of companies.

Dated

15 January 2009

Signed


Ian Michael Rose, Chairman

STRONGCASTLE BUILDERS LIMITED

Modifications to the Proposals for a Company Voluntary Arrangement ("CVA") dated 15 December 2009

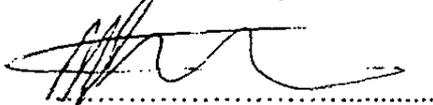
1. Where a modification to the proposal is approved by creditors and accepted by the Company, the entire proposal shall be construed in the light of the modification and read to give effect to that modification such that any contrary or potentially contrary provisions in the proposal shall either be ignored, or interpreted, in order that the intention of the modification is given priority and effect.
2. 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. 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. All statutory returns and payments due to HMRC post approval shall be provided on or before the due date. Any failure of the Company to adhere to adhere to this condition will constitute a breach of the arrangement and the Supervisor will be obliged to petition for a winding up order if so requested by HMRC.
5. 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.
6. Set-off of refunds due from the Crown against debts due to the Crown will be in accordance with statute and established legal principles.
7. 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.

8. 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.
9. 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.
10. The supervisor shall set aside sufficient funds from the £7,500 already received, as detailed at paragraph 4.3 of the proposal, for Winding Up proceedings to be taken against the Company in the event of default.
11. 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.
12. 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.
13. 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.
14. 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.
15. The associated creditors have offered to defer their claims in the arrangement. For the avoidance of doubt their offer is to waive their dividend entitlement in favour of all non-associated creditors under the arrangement. Thus the claims of the connected creditors shall be compromised within and shall not survive the arrangement or be paid outside.

16. The duration of the arrangement shall not exceed 63 months, without the prior approval of a 75% majority in value of creditors' claims voting for the resolution.
17. 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 37.2p 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.
18. 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, Michael John Edwards and Jill Rose Edwards, the Directors of Strongcastle Builders Limited consent to the above modifications.

Dated: 12 January 2010



Michael John Edwards



Jill Rose Edwards

**STRONGCASTLE BUILDERS LIMITED
VOTING SCHEDULE**

NAME OF CREDITOR	PROXY	£ PROOF	ADMITTED	FOR	AGAINST	ABSTAIN	INVALID
AMR Signs	The Chairman	215.35					
CEF Ltd	The Chairman	865.55					865.55
HM Customs & Excise	The Chairman	34,629.58	34,629.58	34,629.58			
Inland Revenue	The Chairman	138,263.12	138,263.12	138,263.12			
Plumbase	The Chairman	600.97	600.97	600.97			
Viking Direct	The Chairman	195.64	195.64	195.64			

TOTALS

Proofs received	<u>174,770.21</u>					
Admitted to vote		<u>173,689.31</u>				
Value of votes For				<u>173,689.31</u>		
Value of votes Against					<u>0</u>	
Percentage For (of those voting)				100		
Percentage Against (of those voting)					0	
CONNECTED PARTY VOTE ADJUSTMENT						
Value of votes Against					<u>0</u>	
Value of claims proved excluding Connected parties (see* above)		<u>173,689.31</u>				
Adjusted percentage Against					0	

RESULT

PASSED

**STRONGCASTLE BUILDERS LIMITED
VOTING SCHEDULE**

NAME OF MEMBER	PROXY	VALUE OF SHARES	NUMBER OF SHARES	FOR	AGAINST	ABSTAIN
Jill Edwards	Self	Ord £1	1	1		
Michael Edwards	Self	Ord £1	79	79		

TOTALS

Admitted to vote	<u>80</u>					
Value of votes For				<u>80</u>		
Value of votes Against					<u>0</u>	
Percentage For (of those voting)				100		
Percentage Against (of those voting)					0	

RESULT

PASSED

