

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION

Case Number: 2777 of 2011

The Insolvency Act 1986

## Statement of administrator's proposals

**2.17B**

Name of Company    Omniglobe (EMEA) Limited  
Company Number:    03587547

We,

Stephen Blandford Ryman  
Shipleys LLP  
10 Orange Street  
London  
WC2H 7DH

Robert Derek Smailes  
Shipleys LLP  
10 Orange Street  
London  
WC2H 7DH

attach a copy of our proposals in respect of the administration of the above company

A copy of these proposals was sent to all known creditors on

24 May 2011

Signed

Joint Administrator

Dated

24/5/11

**Contact Details:**

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Contact Name Natalie Birchall	
10 Orange Street, London, WC2H 7DQ	
Tel 020 7766 8560	Fax 020 7312 0022
DX Number	DX Exchange



\*AC2FXUF9\*

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25/05/2011

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COMPANIES HOUSE

When you have completed and signed this form please send it to the Registrar of Companies at  
Companies House, Crown Way, Cardiff, CF14 3UZ                      DX 33050 Cardiff

WEDNESDAY

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OMNIGLOBE (EMEA) LIMITED

Company Number: 03587547

JOINT ADMINISTRATORS REPORT PURSUANT TO  
PARAGARPH 49 OF SCHEDULE B1 OF THE INSOLVENCY  
ACT 1986

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**Omniglobe (EMEA) Limited  
(In Administration)**

Statement to Creditors pursuant to Paragraph 49  
of Schedule B1 of the Insolvency Rules 1986

24 May 2011

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## OMNIGLOBE (EMEA) LIMITED - IN ADMINISTRATION

Registered No 03587547

Registered office situated at Shipleys LLP, 10 Orange Street, London, WC2H 7DQ

In the High Court of Justice, Chancery Division

Number 2777 of 2011

### 1 Introduction

- 1.1 This report is addressed to the creditors of Omniglobe (EMEA) Limited ("the Company") and incorporates my proposals as Joint Administrator Pursuant to Paragraph 51 of the Insolvency Act 1986 ("IA86") we are obliged to call a meeting of creditors along with this report, however under Paragraph 52(1)(b) IA86 we are not obligated to call a meeting if the Company has insufficient property to enable a distribution to be made to unsecured creditors Pursuant to Rule 2.33(5) IA86 the Administrators' proposals are deemed approved if Paragraph 52(1) is applicable, which in this instance I confirm that it is applicable and is detailed further in section 13 of this report
- 1.2 For the purposes of Schedule B1 Paragraph 100(2) of the IA86 both R D Smailes and myself act jointly and concurrently in respect of all actions undertaken as Joint Administrators
- 1.3 Albeit that statutory information is contained in Appendix 1, this report provides details in relation to the Company's history and statutory information This is based on information held at Companies House and limited discussions with the directors
- 1.4 The Directorships of the Company held since its incorporation are shown below

Director Name	Date of Appointment	Date of Resignation
Mr Jason Neale	13/06/2008	N/A
Mr David Bookham	13/06/2008	15/06/2010
Mr Rober Bouchard	07/10/2008	11/02/2011
Mr Julian Costley	21/11/2007	07/03/2011
Mr John Forrest	06/12/2007	07/06/2011
Mr David Harper	13/06/2008	06/04/2011
Mr Peter Hodge	13/06/2008	05/04/2011
Mr Luigi Lo Basso	23/06/2009	13/01/2011
Mr James Mooney	22/07/1998	31/03/2007
Mr Nicholas Powley	22/07/1998	21/11/2007

- 1 5 The Company has authorised share capital of 2 ordinary shares of £1 each, all of which have been issued and fully paid. The Company's shareholder is as follows

Shareholder	No. of Shares Held
Bandwidth Technologies Intl Group Ltd	2
<b>TOTAL</b>	<b>2</b>

## **2 Events leading up to the making of the Appointment of Administrators**

- 2 1 The Company was incorporated on 26 June 1998 under the name Lanemast Limited. Through a number of share acquisitions the Company changed its name on several occasions until September 2008, when it changed name to the current trading name.
- 2 2 The Company provided telecommunication services in geographic regions where existing communications infrastructure was unavailable, unreliable or unaffordable. The Company offered mobile voice and data services, broadband internet, voice over internet protocol, creating IT systems, electronics, satellite communications, installation of the systems created, training for the systems and repairs of the systems created. The Company employed 15 members of staff and traded from a leasehold property in Frimley, Surrey and that the lease was held in the name of a subsidiary.
- 2 3 The Company is part of a group of eight companies being, Omniglobe Networks Inc ("the Ultimate Parent Company"), Omniglobe Cellular Inc, Omniglobe Broadband Inc, Omniglobe Satellite Inc, Omniglobe Space Inc, RAM Telecom Inc, Lynx Mobility L P, all of which are based in Canada and Omniglobe UK Limited.
- 2 4 The Company was financially supported externally by a loan from FSE Loan Management Limited ("FSE") which was increased during October 2008 to £200,000 and this was secured by way of a fixed and floating charge registered on 11 November 2008.
- 2 5 The Company made a profit before tax for the year ending 31 December 2009 of £370,000 and a loss of £66,000 for the year ending 31 December 2010. The loss has been attributed to the Company having to absorb £61,000 of acquisition costs due to the Ultimate Parent Company's inability to provide the anticipated acquisition funds and unbudgeted overhead allocations from the Ultimate Parent Company of £56,000.
- 2 6 Also during the course of 2010 and the beginning of 2011, there was a significant decrease in the amount of satellite related business that was placed by governments worldwide, which had an adverse effect upon the Company's turnover. In addition the Middle East and North African markets, which the Company had been developing, were themselves negatively affected by the political uncertainty in these geographic areas, with the result that orders projected for receipt in early 2011 were not received.
- 2 7 Also throughout 2010 and in early 2011, the Company was under pressure from Omniglobe UK Limited to repay sums lent to the Company of approximately £500,000. This pressure was exerted as a result of delays in

completing financing arrangements by the Ultimate Parent Company, eventually leading to an inability to perform on contracts that had been won by the Ultimate Parent Company. Control of group funds was the responsibility of the CFO of the Ultimate Parent Company who directed repayments of inter-company funds during the course of 2010. Then in February 2011, the CEO of the Ultimate Parent Company demanded funds to meet its payroll cost.

- 2.8 As a result of the demand for funds by the Ultimate Parent Company, the director contacted my firm in February 2011 for advice in relation to lending these monies. It became apparent from the loan agreements between the Ultimate Parent Company and the Company that there was no other alternative other than to loan circa £60,000 by way of a short-term loan agreement. It was agreed by the Ultimate Parent Company in writing and signed by the CEO on behalf of the board, that the loan would be repaid within two weeks. It was my view that failure of the Ultimate Parent Company would inevitably lead to the failure of the Company.
- 2.9 The Ultimate Parent Company also obtained a secured loan with Alterinvest II Fund L.P. ("Alterinvest") and Fier CPVL - Montreal L.P. ("Fier") with security of cross guarantees provided by all the companies in the Group, which the Company was party to.
- 2.10 Unfortunately, the Ultimate Parent Company was unable to trade out of their difficulties and they filed a Notice of Intention to Make a Proposal under subsection 50.4(1) of the Bankruptcy and Insolvency Act in Canada. Due to this, the cross guarantee took effect and the Company was requested on 28<sup>th</sup> March 2011 to settle outstanding amounts in the sum of \$507,808.22. The other Group companies were unable to repay the amount outstanding.
- 2.11 The application to appoint Administrators was made because it was evident to the Debenture holder that the Company was insolvent.
- 2.12 The Company was placed into Administration following the application by Alterinvest and Fier on 7 April 2011, under Paragraph 14 of Schedule B1 of the Insolvency Act 1986, with Robert Derek Smailes and Steven Blandford Ryman of Shipleys LLP being appointed Joint Administrators.

### **3 Statement of Affairs**

- 3.1 A copy of this estimated Statement of Affairs completed by the directors is attached at Appendix 2.
- 3.2 I confirm that the Statement of Affairs has been filed at Companies House and the High Court of Justice accordingly.

### **4 Prescribed Part**

- 4.1 Under the provisions of Section 176A of the Insolvency Act 1986, I must state the amount of funds available to unsecured Creditors in respect of the prescribed part. This provision only applies where the Company has granted a floating charge after 15 September 2003 and where it is estimated that the Company will have, after discharging the costs of the Administration and preferential creditors claims, net property exceeding £10,000.

4 2 The Company granted a fixed and floating charge to Alterinvest and Fier in the form of a Debenture on 5 September 2008 which was duly registered on 26 September 2008 at Companies House. A second debenture was granted to FSE on 31 October 2008 which was duly registered on 11 November 2008. A third Debenture was granted to Alterinvest II Fund L P/Fonds Alterinvest II S E C on 11 May 2009 and duly registered on 23 May 2009. A fourth Debenture was granted to HSBC Bank PLC ("HSBC") on 9 September 2010 which was duly registered at Companies House on 11 September 2010.

4 3 I advise that the net property will not exceed £10,000 accordingly there will not be a prescribed part dividend in this Administration.

## **5 Achieving the purpose of the Administration**

5 1 The statutory purpose of an Administration consists of three objectives, and I now address the progress that has been made in this respect.

5 2 The first objective is the rescuing of the Company as a going concern. This means rescuing the Company with all or most of its business intact. Upon my appointment it was apparent that there was only a slight chance of this objective being achievable as the Company had already taken steps to obtain funding without success. This option would have required substantial restructuring of the affairs of the Company, which coincidentally would have required a considerable amount of funding from a third party. An attempt to restructure the Company also carried with it a substantial risk that if not successful it could result in potential trading losses from the Administration and the ultimate liquidation of assets. This option was clearly not practical nor in the best interests of creditors.

5.3 The second objective (to be considered if the first objective is not reasonably practical or would clearly be better for the creditors as a whole) is to achieve a better result for the creditors than would be obtained through an immediate winding up of the Company. In this instance, an offer was received from Sucette Limited ("the Purchaser") to purchase the assets of the Company plus two book debts for a total sum of £75,000 plus VAT. Advice was taken from professional valuation agents who made recommendations that this offer would result in substantially greater asset realisations than would have been achievable should the assets been sold on a break up basis.

5 4 The final purpose is realising assets in order to make a distribution to one or more secured or preferential creditors. As detailed earlier, Alterinvest and Fier hold a Debenture over the Company and I can advise that Alterinvest and Fier will receive a dividend from the fixed element of the sale agreement being the Goodwill at £40,497, plus potentially a further dividend should funds allow after discharging the costs and expenses of the Administration. In this instance I am not expecting any preferential creditors, as detailed below in Section 7.2.

## **6 Management of the Company's affairs since the Joint Administrators' appointment**

6 1 Upon my appointment as Joint Administrator, my staff and I undertook an immediate review of the Company's affairs with particular regard to its financial and resource requirements. This assessment was carried out in



liaison with the Company's directors having regard to the Company's ongoing business commitments and the anticipated cash flows

6 2 Professional valuing agents and advisers AgentCite Limited ("AgentCite") were appointed to value the assets of the business and seek expressions of interest from any interested parties

6 3 AgentCite valued the Company assets as detailed below -

<b>Asset</b>	<b>In situ (£)</b>	<b>Forced sale (£)</b>
Furniture and equipment	18,415	3,270
Stock	6,000	500
Motor vehicle	1,500	1,000
<b>Total</b>	<b>25,915</b>	<b>4,770</b>

6 4 The above valuation was expressed in the circumstances where the assets of the Company were to be sold as a going concern (i.e. Insitu) or if the assets were to be sold at break up value (i.e. Forced Sale)

6 5 AgentCite received an approach from the directors of iSat Limited to purchase the Company's assets and goodwill for £75,000 as detailed below -

	<b>£</b>
Goodwill	40,497
Stock and Work-in-Progress	3,000
Plant and Equipment	10,000
Intellectual Property	1
Assumed Contracts	1
Motor Vehicles	1,500
Intangibles	1
Book debts	<u>20,000</u>
<b>Total</b>	<b><u>£75,000</u></b>

6.6 A detailed explanation of the sale of the business and assets were disclosed in my letter to creditors dated 19 April 2011 in accordance with Statement of Insolvency Practice 16

6 7 As detailed in my letter of 19 April 2011 a sale of the business assets and goodwill was accepted on 7 April 2011. I advise that the sale figure of £75,000 was received in full on 7 April 2011. I further advise that immediately following the sale of business and assets to iSat Limited, the shares of iSat limited were purchased by Sucette Limited for £1

## **7 Creditors Claims**

### **7.1 Secured Creditors**

7 1 1 As detailed earlier in this report, the Company has granted four Debentures to Alterinvest and Fier, FSE, Alterinvest II Fund L P/Fonds Alterinvest II S E C and HSBC. As detailed above I confirm that Alterinvest will receive a payment of £40,497 plus a potential further dividend should there be sufficient funds available once the costs of the Administration have been satisfied

7 1 2 I advise that Alterinvest and Fier and Alterinvest II Fund L P/Fonds Alterinvest II S E C are the same secured creditors and their claims have been added together to amount to £3,430,400 11

7 1 3 FSE have submitted a claim in the Administration for £108,897 14 I advised that there will be insufficient funds available to declare a dividend to be paid to FSE I have been advised by the Company that HSBC are not due any funds under the Debenture held, I will be investigating this and shall report further on this matter in my next report

## **7.2 Preferential Creditors**

7 2 1 The Company did not have any employees accordingly there will be no preferential creditors in the Administration

## **7.3 Unsecured Creditors**

7 3 1 From the Company's books and records it details Unsecured Creditors as £445,205.61, to date we have received claims totalling £74,500 77

7 3 2 Based on present information it is anticipated that there will be insufficient funds available to declare a dividend to unsecured creditors

## **8 Investigations**

8 1 Investigations into the Company's affairs and the conduct of the directors prior to the Company being placed into Administration are ongoing.

8 2 I have commenced detailed investigations into the Company's affairs and a report on the conduct of the directors will be submitted to the Department of Business, Innovation and Skills in due course

8 3 I should be pleased if creditors could notify me in writing if there are any matters relating to the Company that you consider require investigation as a matter of urgency

## **9 EC Regulations on Insolvency Proceedings**

9 1 I am required under the Insolvency Rules 1986 to state whether and if so the extent to which the above regulations apply to this Administration In this particular case the EC Regulation will not apply to this Administration there being no establishment outside the UK

## **10 Possible outcomes for the Company and Creditors**

10 1 The Insolvency Act 1986 and Insolvency Rules 1986 provide a variety of options regarding the possible exit routes for the Company from the Administration, being primarily a CVA, Liquidation or Dissolution of the Company It is my recommendation and Proposal, as detailed below, that once realisations are sufficiently complete, the Company should move from Administration to dissolution

10 2 In my opinion, Creditors' Voluntary Liquidation is not a viable option as based on present information there will be insufficient funds to enable a dividend to be made to unsecured creditors other than the prescribed part dividend and

there are no areas of investigation which would be better pursued by the appointment of a liquidator

- 10 3 I do not believe a Company Voluntary Arrangement ("CVA") to be a viable option as the Company does not have sufficient funds to enable monthly payments to be made into the CVA

## **11 Administrators' Remuneration**

- 11 1 Under the Insolvency (Amendment) Rules 2010, an Administrator is able to request payment of pre-administration costs as an expense of the Administration. These costs are fees charged and expenses incurred by the Administrator, or another person qualified to act as an Insolvency Practitioner, before the Company entered into Administration but with a view to it doing so. I advise that I have incurred costs and expenses, of this nature, prior to my appointment in the sum of £14,135. These represent a total of circa 53 hours and 30 minutes. A full breakdown of this time is attached.
- 11 2 Under the terms of the Insolvency Rules 1986, I am obliged to fix my Post-Appointment remuneration in accordance with Rule 2.106(2) of the Insolvency Rules 1986. This rule permits remuneration to be fixed either as a percentage of the value of the property with which I have to deal or alternatively by reference to the time myself and my staff have spent attending to matters in this Administration. I attach at Appendix 5 a schedule that summarises the time that has been spent in administering this Administration up to 24 May 2011. The time costs total £6,736.95, which represents a total of circa 29 hours and 10 minutes, at an average charge out rate of £231.11 per hour.
- 11 3 I advise that I will be requesting approval for my remuneration from the secured creditors and shall report further on this in my next report to creditors.

## **12 Administrators' Disbursements**

- 12 1 I confirm that I have incurred the following disbursements from my appointment as Joint Administrator.

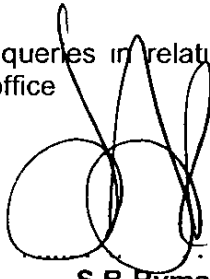
<b>Disbursements</b>	<b>£</b>
Advertising	75 60
Photocopying	111 25
Other expenses	6 00
Postage & Couriers	41 43
<b>Total</b>	<b>234.28</b>

## **13. The Dispensing of a Meeting of Creditors**

- 13 1 Pursuant to Schedule B1, Paragraph 51(1) a copy of the Administrators' statement of proposals must be accompanied by an invitation to a creditors meeting. However, this requirement may be dispensed with in circumstances where there is likely to be nothing of substance that the creditors meeting could decide.
- 13 2 These circumstances are set out in Paragraph 52(1) which provides that the need to convene a meeting shall not apply where the statement of proposals states that the Administrator thinks that

1. the company has sufficient property to enable each creditor of the company to be paid in full,
  - 2 the company has insufficient property to enable a distribution to be made to unsecured creditors other than by virtue of payment through the prescribed element of floating charge realisations,
  - 3 the only objective of the Administration which the Administrator thinks is capable of achievement is realising property in order to make a distribution to one or more secured or preferential creditors
- 13 3 In this instance the Joint Administrators are of the view that paragraph 2 and 3 will only apply in relation to the Company
- 13 4 Notwithstanding this, the Joint Administrators shall be required to summon a meeting of creditors if it is requested by the Company's creditors whose debts amount to at least 10% of the total debts of the Company, by way of service of a Form 2 21B, within 12 days from the date on which the proposals are sent out
- 13 5 If such meeting is requested it must be held within 28 days of the request being received by the Joint Administrators I will require a deposit towards the costs and expenses of summoning and holding the meeting At Appendix 7 is a copy of the Form 2 21B should any creditor wish to request a meeting
- 13 6 In the event that a creditors meeting is not requisitioned under Paragraph 52(2) of Schedule B1 of the Insolvency Act 1986, my proposals as Joint Administrator will be deemed approved by the unsecured creditors Specific details in respect of the Joint Administrators costs are set out in section 13 and a full breakdown is provided at Appendix 4 In the event that I do not receive the requisite majority approving the resolution, namely 50% of preferential creditors, then I may apply to the Court pursuant to Rule 2 108 of the Insolvency Rules 1986 to have my remuneration approved
- 14. Statement of proposals under Paragraph 49 of Schedule B1 of the Insolvency Act 1986**
- 14 1 In accordance with Paragraph 49 of Schedule B1 of the Insolvency Act 1986, it is proposed that the Joint Administrators:
- a) Continue to manage the affairs of the Company and do all such things in order to achieve Objective 2 and 3 of the statutory purpose for the Administration, being the achieving of a better result for the Company's Creditors as a whole than would be likely if the Company were wound up and making a distribution to the secured creditor of the Company,
  - b) Following the sufficient realisation of assets, the Administrator take all steps necessary to settle outstanding Administration costs and move the Company from Administration to dissolution

- c) Upon the appointment of R D Smailes and S B Ryman as Joint Administrators of the Company ceasing to have effect, they will be discharged from all liability in respect of any actions as Joint Administrator,
- 14.2 As discussed in Section 1 above, should no creditors meeting be requisitioned, pursuant to Rule 2.33 (5) of the Insolvency Act 1986 my proposals as Joint Administrator will be deemed to be approved by the creditors save only for the proposal as to my remuneration and discharge of liability as Joint Administrator
- 14.3 Should you have any queries in relation to this matter, please contact Ms Natalie Birchall of this office

A handwritten signature in black ink, consisting of several loops and a long vertical stroke, positioned above the printed name.

**S B Ryman**  
**Joint Administrator**  
**Dated: 24 May 2011**

**Omniglobe (EMEA) Limited – In Administration  
Statutory Information**

**OMNIGLOBE (EMEA) LIMITED - IN ADMINISTRATION**

**STATUTORY INFORMATION**

**Company Number:** 03587547

**Date of Incorporation:** 25/06/1998

**Address of Registered Office:** C/o Shipleys LLP  
PO Box 60317  
10 Orange Street  
London  
WC2H 7WR

**Current Directors:** David Harper  
Peter Hodge  
Jason Neale

**Nominal Share Capital:** 2

<b>Registered Shareholders:</b>	<b>No of Shares held</b>	<b>Nominal Value £</b>
Bandwidth Technologies Intl Group Limited	2	2.00
<b>Total</b>	<hr/> 2	<hr/> 2 00

**Omniglobe (EMEA) Limited – In Administration  
Statement of Affairs**



Insolvency Act 1986

Omniglobe (EMEA) Limited  
Estimated Statement Of Affairs as at 7 April 2011

	Book Value £	Estimated to Realise £	£
<b>ASSETS</b>			
Goodwill		40,497 00	
Alterinvest/Fier	(3,430,400 11)	(3,430,400 11)	
Deficiency c/d		(3,389,903 11)	
FSE Loan Management Limited	(110,000 00)	(110,000 00)	
Deficiency c/d		(110,000 00)	
Plant & Machinery	27,488 67		10,000 00
Intangibles	1 00		1 00
Motor Vehicles	207 06		1,500 00
Stock	20,000 00		3,000 00
Book Debts	47,000 00		20,000 00
Shares	1 00		1 00
Intellectual Property	1 00		1 00
Assured Contracts	1 00		1 00
			<u>34,504 00</u>
<b>LIABILITIES</b>			
<b>PREFERENTIAL CREDITORS -</b>			<u>NIL</u>
			34,504 00
<b>DEBTS SECURED BY FLOATING CHARGE PRE 15 SEPTEMBER 2003</b>			
<b>OTHER PRE 15 SEPTEMBER 2003 FLOATING CHARGE CREDITORS</b>			<u>NIL</u>
			34,504 00
Estimated prescribed part of net property where applicable (to carry forward)			<u>9,900 80</u>
			24,603 20
<b>DEBTS SECURED BY FLOATING CHARGE POST 15 SEPTEMBER 2003</b>			
Deficiency b/d		3,499,903 11	
		<u>3,499,903 11</u>	
		<u>(3,475,299 91)</u>	
Estimated prescribed part of net property where applicable (brought down)			<u>9,900 80</u>
			9,900 80
Unsecured non-preferential claims (excluding any shortfall to floating charge holders)			
Trade & Expense Creditors		445,205 61	
			<u>445,205 61</u>

Insolvency Act 1986

Omniglobe (EMEA) Limited  
Estimated Statement Of Affairs as at 7 April 2011

	Book Value	Estimated to Realise
	£	£
Estimated deficiency/surplus as regards non-preferential creditors (excluding any shortfall in respect of F C's post 14 September 2003)		(435,304 81)
Shortfall in respect of F C's post 14 September 2003 (brought down)		3,475,299 91 (3,910,604 72)
Issued and called up capital Ordinary Shareholders		2 00
<b>TOTAL SURPLUS/(DEFICIENCY)</b>		2 00 (3,910,606 72)

**Shipleys LLP**  
**Omniglobe (EMEA) Limited**  
**B - Company Creditors**

Key	Name	Address	£
CA01	A H C Limited	415-417 London Road, Camberley, Surrey, GU15 3HZ	206 27
CA06	Alterinvest II Fund L P	5 Place Ville-Marie, Suite 600, Montreal, Quebec, H3B 5E7	3,430,400 11
CA00	AN Wallis	Greasley Street, Bulwell, Nottingham, East Midlands, NG6 8NG	801 00
CA04	Anacom Limited	1996 Lundy Avenue, San Jose, CA 95131, USA	483 89
EM00	Andrew Messenger	Wyketts, Wycombe Road, Stokenchurch, Bucks, HO14 3RR	0 00
ES00	Andy Steele	Flat 6 Upper Charles Street, Camberley, Surrey, GU15 3GX	0 00
CA05	Apogee Limited	The Old Town Hall, Wimbledon, SW19 752	452 78
CA03	ASC Freight Limited	5 Elm Close, Twickenham, TW2 5JR	16,862 29
CA02	Axis Parcel Services Limited	Axis House, Unit 1 Vulcan Close, Sandhurst, Berkshire, GU47 8DD	10 68
CB00	BACB Plc	8-10 Mansion House Place, London, EC74N 8BJ	0 00
EW00	Ben Ward	3 Murrell Road, Aldershot, Hants, GU12 6ST	0 00
CB04	Betterbox Limited	43 Burners Lane South, Kiln Farm, Milton Keynes, MK11 3HA	49 63
CB01	British Gas	Spinneyside, Penman Way, Grove Park, Leicester, LE19 1SZ	0 00
CB02	British Gas Plc	Spinneyside, Penman Way, Grove Park, Leicester, LE19 1SZ	0 00
CB05	BSC Filters	Jorvik House, Outgang Lane, Osbaldwick, York, YO19 5UP	861 77
CB03	BSI Standard Ins	PO Box 8000, Milton Keynes, MK14 6WW	11,430 00
CC07	Camberley Precision Sheetmetal Limited	Unit 10 Standard Works, Bridge Road, Camberley, Surrey, GU15 2QR	913 20
CC03	Canada Life Group	3 Rivergate, Temple Quay, Bristol, BS1 6ER	3,688 32
EM01	Carl Morrey	71 Fairfax Road, Farnborough, Hants, GU14 8JR	0 00
CC01	Catlin Insurance Co	3 Minster Court, Minicing Lane, London, EC3R 7DD	0 00
CC04	CCS (Satcom) Limited	2 Ajax Close, Braintree, Essex, CM7 9UP	0 00
CC00	Chartis Commercial Combined Insurance	Chartis Building, 58 Fenchurch Street, London, EC2M 4AB	80 40
CC02	Chartis Lifeline Plus	Chartis Building, 58 Fenchurch Street, London, EC3M 4AB	0 00
CC05	Clares Office Supplies Limited	Unit D1 , Voyager Park, Portfield Road, Portsmouth, Hampshire, PO3 5FN	0 00
CC0A	Combined Preciso		101 76
CC06	Comitech EF Data	PO Box 9651, Uniondale, NY 11555-9651	315 02
CC08	CPC Limited	Faraday Drive, Fulwood, Preseton, PR2 9PP	65,623 31
CC09	CPVC-Montreal L P	1010 Sherbrooke West, Suite 525, Montreal, S, Quebec, H3A 2R7, Canada	315 02
CD01	Daisy Telecom Limited	Daisy House, Lindred Road Business Park, Nelson, Lancashire, BB9 5SR	0 00
EB00	David Bookham	1 Monk Rise, Fleet, Hants, GU13 8HB	0 00

**Shipleys LLP**  
**Omniglobe (EMEA) Limited**  
**B - Company Creditors**

Key	Name	Address	£
EH01	David Hall	16 Dadley Road, Ashford, Middlesex, TW15 2LF	0 00
EH00	David Harper	Conifer, 1 The Warren, Ashstead, Surrey, KT21 2RX	0 00
RH00	David James Harper	resigned 06/04/2011	0 00
ES01	David Smith	20 St Cross Road, Crondall, Farnham, Surrey, GU10 5PQ	0 00
ET00	David Tudor	11 Wood Lane, Cove, Farnborough, Hants, GU14 0AJ	0 00
CD00	DHL Global	178-188 Great South West Road, Hounslow, Middlesex, TW4 6JS	389 89
CE02	Eden Springs Limited	Unit B3 Livingstone Boulevard, Hamilton Ind Technology Park, Blantyre, G72 0BP	233 90
CE01	Electroforms & Co	Electro House, 61 Narborough Road, Cosby, Leicester, LE9 1TB	247 42
EV00	Emilio Villar	226 Bromton Park, Fulham, London, W6 1SZ	0 00
CE00	Exhibition Freighting	The Oasis, Ground Floor, Mill Court, Mill Street, East Malling, Kent, ME19 6BU	918 80
CF00	Farnell Electronic	Farnell Accounts, Leeds, LS12 9BH	43 54
CF01	Federal Express Europe	PO Box 119, Coventry, CV1 4QD	1,782 66
CF02	FSE Loan Management Limited	Riverside House, 4 Meadows Business Park, Station Approach, Blackwater, Camberley, GU17 9AB	110,000 00
CH00	H M Revenue & Customs	Durrington Bridge House, Barrington Road, Worthing, West Sussex BN12 4SE	0 00
CH01	H M Revenue & Customs	ICHU, RM BP2302, Benton Park View, Longbenton, Newcastle-upon-Tyne, NE98 1ZZ	0 00
CH02	H M Revenue & Customs	Insolvency Operations, Queens Dock, Liverpool, L74 4AF	0 00
CH06	H2M Limited	Valletta Malta	6,150 00
CH04	HM Revenue & Customs	VAT Controller, VAT Central Unit, BX5 5AT	0 00
CH05	HM Revenue & Customs	HM Inspector of Taxes, Large and Complex Specialist, Local Compliance CT OPS TY	0 00
		Glas, Llanishen, Cardiff, CF14 5FP	
CH07	HSBC Bank PLC	8 Canada Square, City of London, E14 5HQ	0 00
CH03	HSBC Bank PLC	54 Clarence Street, Kingston Upon Thames, Surrey, KT1 1NP	0 00
CI00	ING Lease (UK) Limited	60 High Street, Redhill, Surrey, RH1 1NY	0 00
CI01	Interconnect It	Ascot Business Park, Ascot, Berkshire, SL5 9ED	1,317 60
RN00	Jason Neale	233 Lakeshore Road, Pointe Claire, Quebec, Canada, H95 4K6	0 00
EC00	Julie Carver	74a Hatch Lane, Old Basing, Basingstoke, Hampshire, RG24 7EF	0 00
ES02	Kay Smith	53 Merryman Drive, Heathlake Park, Crowthorn, Bekrs, RG45 6TW	0 00
CK01	Kayen Solutions	Sandy Farm, The Sands, Farnham, Surrey, GL10 1PX	182 00
CK00	Kelly Storage	Slyfield Industrial Estate, Guildford, Surrey	556 13

**Shipleys LLP**  
**Omniglobe (EMEA) Limited**  
**B - Company Creditors**

Key	Name	Address	£
CL01	Langley Labels Limited	Leewood Farm, Harthall Lane, Kings Langley, Herts, WD4 8JJ	330 84
CL00	Legal & General Assurance Society	Legal & General House, Kingswood, Tadworth, Surrey, KT20 6EU	0 00
CL02	Luso Electronics Limited	831 Salisbury House, London Wall, London, EC2M 5QQ	12,727 41
CM00	Menzies LLP	Kings House, 12-42 Wood Street, Kingston-Upon-Thames, Surrey, KT1 1TG	12,600 00
CM01	Microwave Marketing Limited	4 Henley Way, Duncan Toplis, Doddington Road, Lincolnshire, LN6 3QR	7,134 87
CN00	Norsat Int UK Limited	The Old School, South Carlton, Lincoln, LN1 2RL	13,362 00
CP00	Payne Hicks Beach Solicitors	10 New Square, Lincoln's Inn, London, WC2 3QG	0 00
RH01	Peter Anthony Hodge	resigned 05/04/2011	0 00
CP01	Pitney Bowes Limited	The Pinnacles, Harlow, Essex	89 93
CP05	Premium Credit Ltd	P O Box 350, Epsom, KT17 1WP	0 00
CP03	Print UK Limited	Unit 1 Littleton House, Littleton Road, Ashford, Middlesex, TW15 1UU	885 60
CP06	Pro-Service Forwa		8,752 07
CP04	PS Forwarding	Unit 1 Blackburn Trading Estate, Northumberland Close, Stanwell, Middlesex, TW19 7LN	8,752 07
CP02	PSP UK Limited	Unit 7-11 Green Industrial Estate, Gamlingay, Sandy, Bedfordshire, SG19 3LF	360 00
CR00	Redundancy Payments Office	7th Floor, Hagley House, 83-85 Hagley Road, Birmingham, B16 8QG	0 00
CR01	Redundancy Payments Office	PO Box 15, Exchange House, 60 Exchange Road, Watford, WD18 0YP	0 00
CR02	Royal Mail Pensions Trustees Limited	C/o Jones Lang Lasalle, PO Box 62442, London, E14 1HA	33,107 06
CR04	RS Components Limited	PO Box 99, Corby, Northamptonshire, NN17 9RS	496 14
CR03	Rushmore Borough Council	Council Offices, Farnborough Road, Farnborough, Hants, GU14 7JU	0 00
ER00	Russell Rixon	46 Simmons Field, Thatcham, Berks, RG18 4ET	0 00
CS01	Samatron UK Limited	Sandpiper House, Avairy Court, Wade Road, Basington, Hampshire, RG24 8GX	39,551 16
CS06	Sematron UK Limited		40,221 18
CS04	Shred It Limited	M4 Corridor, Unit 1 Martor Industria Estate, Chippenham, SN14 8LJ	224 64
CS00	South East Water	Rocfort Road, Snodland, ME6 5AH	0 00
EG00	Steve Glaysheer	174 Hayling Avenue, Portsmouth, PO3 6EE	0 00
CS03	Stonebridge Corporation	PO Box 405, Epsom, KT17 1WS	5,235 89
CS05	Surface Heating Limited	129-130 Whitehill Road, Whitehill Ind Estate, Glenrothes, Fife, KY6 2RP	9,720 00
CS02	Surrey Wholesale	Paksure House, Fleming Way, Crawley, West Sussex, RH10 9JY	234 00
CT01	Talk Talk Limited	PO Box 136, Birchwood, Warrington, WA3 7WU	229 60
CT02	TNT International Limited	PO Box Ramsbottom Bury, Lancashire, BL8 9AR	233 53

Shipleys LLP  
Omniglobe (EMEA) Limited  
B - Company Creditors

Key	Name	Address	£
CT00	Trescal Limited	The Service Centre, Watchmoor Point, Camberley, Surrey, GU15 3AD	815 40
CU00	UK RF Limited	Unit 30a Surrey Technology Centre, Occam Road, Surrey Research Park, Guildford, Surrey, GU2 7YG	75,993 44
CU01	Uny Systems	Unit 7 Robell Way, Storrington, Pulborough, West Sussex, RH20 3DW	100 80
CV02	Veolia Limited	Veolia House, 154a Pentonville Road, London, N1 9PE	346 68
CV01	Vertex GMBH	Baumstr, 50-47198 Duisburg, Germany	58,532 10
CV00	Viking Direct Limited	PO Box 279, Leicester, LE3 1YU	730 07
CW00	Wilson Electrical Distributors Limited	Unit 8, Middleton Industrial Estate, Guildford, Surrey, GU2 8XW	421 85
ES03	Yvonne Sheridan	20 Meadow Way, Blackwater, Camberley, Surrey, GU17 0PT	0 00
<b>96 Entries Totalling</b>			<b>3,985,605.72</b>

Omniglobe (EMEA) Limited  
C - Shareholders

Key	Name	Address	Pref	Ord	Other	Total
HL00	Bandwidth Technologies Intl Group Limite	Lapwing 440, Frimley Business Park, Frimley, Surrey, GU16 7SZ	0	2	0	2
1 Entries Totalling						2

Signature \_\_\_\_\_

**Omniglobe (EMEA) Limited – In Administration  
Joint Administrators' Receipts and Payments**



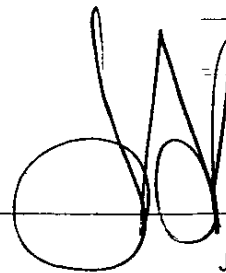
**Omniglobe (EMEA) Limited**  
**(In Administration)**  
**Joint Administrators' Abstract of Receipts & Payments**  
**To 24/05/2011**

S of A £		£	£
40,497 00	<b>SECURED ASSETS</b>		
	Goodwill	40,497 00	40,497 00
(3,430,400 11)	<b>SECURED CREDITORS</b>		
(110,000 00)	Alterinvest/Fier	NIL	
	FSE Loan Management Limited	NIL	NIL
	<b>ASSET REALISATIONS</b>		
10,000 00	Plant & Machinery	10,000 00	
1 00	Intangibles	1 00	
1,500 00	Motor Vehicles	1,500 00	
3,000 00	Stock	3,000 00	
20,000 00	Book Debts	20,000 00	
1 00	Shares	1.00	
1 00	Intellectual Property	1 00	
1 00	Assured Contracts	1 00	
	Cash at Bank	754 24	35,258 24
	<b>COST OF REALISATIONS</b>		
	payment to iSat	546 00	
	Legal Fees	5,000.00	(5,546 00)
(445,205 61)	<b>UNSECURED CREDITORS</b>		
	Trade & Expense Creditors	NIL	NIL
(2 00)	<b>DISTRIBUTIONS</b>		
	Ordinary Shareholders	NIL	NIL
<b>(3,910,606.72)</b>			<b>70,209 24</b>

**REPRESENTED BY**

VAT Receivable 1,000 00  
Bank 1 Current 69,209 24

**70,209 24**



S B Ryman  
Joint Administrator

**Omniglobe (EMEA) Limited – In Administration**  
**Joint Administrators' Time Cost Summary, Pre Appointment**

Schedule of Administrators' time costs from 01/01/1980 to 06/04/2011

[illegible]

**Omniglobe (EMEA) Limited – In Administration  
Joint Administrators' Time Cost Summary, Post Appointment**

## Schedule of Administrators' time costs from 07/04/2011 to 17/05/2011

[illegible]

**Omniglobe (EMEA) Limited – In Administration  
Creditors Guide to Fees**

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## A CREDITORS' GUIDE TO ADMINISTRATORS' FEES

### ENGLAND AND WALES

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#### 1 Introduction

- 1 1 When a company goes into administration the costs of the proceedings are paid out of its assets. The creditors, who hope eventually to recover some of their debts out of the assets, therefore have a direct interest in the level of costs, and in particular the remuneration of the insolvency practitioner appointed to act as administrator. The insolvency legislation recognises this interest by providing mechanisms for creditors to determine the basis of the administrator's fees. This guide is intended to help creditors be aware of their rights under the legislation to approve and monitor fees, explain the basis on which fees are fixed and how creditors can seek information about expenses incurred by the administrator and challenge those they consider to be excessive.

#### 2 The nature of administration

- 2 1 Administration is a procedure which places a company under the control of an insolvency practitioner and the protection of the court with the following objective:

- rescuing the company as a going concern, or
- achieving a better result for the creditors as a whole than would be likely if the company were wound up without first being in administration,

or, if the administrator thinks neither of these objectives is reasonably practicable:

- realising property in order to make a distribution to secured or preferential creditors.

#### 3 The creditors' committee

- 3.1 The creditors have the right to appoint a committee with a minimum of 3 and a maximum of 5 members. One of the functions of the committee is to determine the basis of the administrator's remuneration. The committee is normally established at the meeting of creditors which the administrator is required to hold within a maximum of 10 weeks from the beginning of the administration to consider his proposals. The administrator must call the first meeting of the committee within 6 weeks of its establishment, and subsequent meetings must be held either at specified dates agreed by the committee, or when a member of the committee asks for one, or when the administrator decides he needs to hold one. The committee has power to summon the administrator to attend before it and provide information about the exercise of his functions.

#### 4 Fixing the administrator's remuneration

- 4 1 The basis for fixing the administrator's remuneration is set out in Rule 2.106 of the Insolvency Rules 1986, which states that it shall be fixed:

- as a percentage of the value of the property which the administrator has to deal with,
- by reference to the time properly given by the administrator and his staff in attending to matters arising in the administration, or
- as a set amount.

Any combination of these bases may be used to fix the remuneration, and different bases may be used for different things done by the administrator. Where the remuneration is fixed as a percentage, different percentages may be used for different things done by the administrator.

It is for the creditors' committee (if there is one) to determine on which of these bases, or combination of bases, the remuneration is to be fixed. Where it is fixed as a percentage, it is for the

committee to determine the percentage or percentages to be applied, and where it is a set amount, to determine that amount. Rule 2.106 says that in arriving at its decision the committee shall have regard to the following matters:

- the complexity (or otherwise) of the case,
- any responsibility of an exceptional kind or degree which falls on the administrator,
- the effectiveness with which the administrator appears to be carrying out, or to have carried out, his duties,
- the value and nature of the property which the administrator has to deal with.

**4.2** If there is no creditors' committee, or the committee does not make the requisite determination (and provided the circumstances described in paragraph 4.3 do not apply), the administrator's remuneration may be fixed by a resolution of a meeting of creditors having regard to the same matters as apply in the case of the committee. If the remuneration is not fixed in any of these ways, it will be fixed by the court on application by the administrator, but the administrator may not make such an application unless he has first tried to get his remuneration fixed by the committee or creditors as described above, and in any case not later than 18 months after his appointment.

**4.3** There are special rules about creditors' resolutions in cases where the administrator has stated in his proposals that the company has insufficient property to enable a distribution to be made to unsecured creditors except out of the reserved fund which may have to be set aside out of floating charge assets.

In this case, if there is no creditors' committee, or the committee does not make the requisite determination, the remuneration may be fixed by the approval of –

- each secured creditor of the company, or
- if the administrator has made or intends to make a distribution to preferential creditors –
  - each secured creditor of the company, and
  - preferential creditors whose debts amount to more than 50% of the preferential debts of the company, disregarding debts of any creditor who does not respond to an invitation to give or withhold approval,

having regard to the same matters as the committee would.

Note that there is no requirement to hold a creditors' meeting in such cases unless a meeting is requisitioned by creditors whose debts amount to at least 10 per cent of the total debts of the company.

**4.4** A resolution of creditors may be obtained by correspondence.

## **5 Review of remuneration**

**5.1** Where there has been a material and substantial change in circumstances since the basis of the administrator's remuneration was fixed, the administrator may request that it be changed. The request must be made to the same body as initially approved the remuneration, and the same rules apply as to the original approval.

## **6 Approval of pre-administration costs**

**6.1** Sometimes the administrator may need to seek approval for the payment of costs in connection with preparatory work incurred before the company went into administration but which remain unpaid. Such costs may relate to work done either by the administrator or by another insolvency practitioner. Details of such costs must be included in the administrator's proposals.

**6.2** Where there is a creditors' committee, it is for the committee to determine whether, and to what extent, such costs should be approved for payment. If there is no committee or the committee does not make the necessary determination, or if it does but the administrator, or other insolvency



practitioner who has incurred pre-administration costs, considers the amount agreed to be insufficient, approval may be given by a meeting of creditors. Where the circumstances described in paragraph 4.3 apply, the determination may be made by the same creditors as approve the administrator's remuneration.

- 6.3 The administrator must convene a meeting of the committee or the creditors for the purposes of approving the payment of pre-administration costs if requested to do so by another insolvency practitioner who has incurred such costs. If there is no determination under these provisions, or if there is but the administrator or other insolvency practitioner considers the amount agreed to be insufficient, the administrator may apply to the court for a determination.

## **7 What information should be provided by the administrator?**

### **7.1 When seeking remuneration approval**

- 7.1.1 When seeking agreement to his fees the administrator should provide sufficient supporting information to enable the committee or the creditors to form a judgement as to whether the proposed fee is reasonable having regard to all the circumstances of the case. The nature and extent of the supporting information which should be provided will depend on

- the nature of the approval being sought,
- the stage during the administration of the case at which it is being sought, and
- the size and complexity of the case

- 7.1.2 Where, at any creditors' or committee meeting, the administrator seeks agreement to the terms on which he is to be remunerated, he should provide the meeting with details of the charge-out rates of all grades of staff, including principals, which are likely to be involved on the case.

- 7.1.3 Where the administrator seeks agreement to his fees during the course of the administration, he should always provide an up to date receipts and payments account. Where the proposed fee is based on time costs the administrator should disclose to the committee or the creditors the time spent and the charge-out value in the particular case, together with, where appropriate, such additional information as may reasonably be required having regard to the size and complexity of the case. The additional information should comprise a sufficient explanation of what the administrator has achieved and how it was achieved to enable the value of the exercise to be assessed (whilst recognising that the administrator must fulfil certain statutory obligations that might be seen to bring no added value for creditors) and to establish that the time has been properly spent on the case. That assessment will need to be made having regard to the time spent and the rates at which that time was charged, bearing in mind the factors set out in paragraph 4.1 above. To enable this assessment to be carried out it may be necessary for the administrator to provide an analysis of the time spent on the case by type of activity and grade of staff. The degree of detail will depend on the circumstances of the case, but it will be helpful to be aware of the professional guidance which has been given to insolvency practitioners on this subject. The guidance suggests the following areas of activity as a basis for the analysis of time spent.

- Administration and planning
- Investigations
- Realisation of assets
- Trading
- Creditors
- Any other case-specific matters

The following categories are suggested as a basis for analysis by grade of staff

- Partner
- Manager
- Other senior professionals
- Assistants and support staff

The explanation of what has been done can be expected to include an outline of the nature of the assignment and the administrator's own initial assessment, including the anticipated return to creditors. To the extent applicable it should also explain

- Any significant aspects of the case, particularly those that affect the amount of time spent
- The reasons for subsequent changes in strategy
- Any comments on any figures in the summary of time spent accompanying the request the administrator wishes to make
- The steps taken to establish the views of creditors, particularly in relation to agreeing the strategy for the assignment, budgeting, time recording, fee drawing or fee agreement
- Any existing agreement about fees
- Details of how other professionals, including subcontractors, were chosen, how they were contracted to be paid, and what steps have been taken to review their fees

It should be borne in mind that the degree of analysis and form of presentation should be proportionate to the size and complexity of the case. In smaller cases not all categories of activity will always be relevant, whilst further analysis may be necessary in larger cases.

- 7.1.4 Where the fee is charged on a percentage basis the administrator should provide details of any work which has been or is intended to be sub-contracted out which would normally be undertaken directly by an administrator or his staff

## **7.2 After remuneration approval**

Where a resolution fixing the basis of fees is passed at any creditors' meeting held before he has substantially completed his functions, the administrator should notify the creditors of the details of the resolution in his next report or circular to them. In all subsequent reports to creditors the administrator should specify the amount of remuneration he has drawn in accordance with the resolution (see further paragraph 8.1 below). Where the fee is based on time costs he should also provide details of the time spent and charge-out value to date and any material changes in the rates charged for the various grades since the resolution was first passed. He should also provide such additional information as may be required in accordance with the principles set out in paragraph 7.1.3. Where the fee is charged on a percentage basis the administrator should provide the details set out in paragraph 7.1.4 above regarding work which has been sub-contracted out.

## **7.3 Disbursements and other expenses**

There is no statutory requirement for the committee or the creditors to approve the drawing of expenses or disbursements, but there is provision for the creditors to challenge them, as described below. Professional guidance issued to insolvency practitioners requires that, where the administrator proposes to recover costs which, whilst being in the nature of expenses or disbursements, may include an element of shared or allocated costs (such as room hire, document storage or communication facilities provided by the administrator's own firm), they must be disclosed and be authorised by those responsible for approving his remuneration. Such expenses must be directly incurred on the case and subject to a reasonable method of calculation and allocation.

## **8 Progress reports and requests for further information**

- 8.1 The administrator is required to send a progress report to creditors at 6-monthly intervals. The report must include

- details of the basis fixed for the remuneration of the administrator (or if not fixed at the date of the report, the steps taken during the period of the report to fix it),
- if the basis has been fixed, the remuneration charged during the period of the report, irrespective of whether it was actually paid during that period (except where it is fixed as a set amount, in which case it may be shown as that amount without any apportionment for the period of the report),
- if the report is the first to be made after the basis has been fixed, the remuneration charged during the periods covered by the previous reports, together with a description of the work done

during those periods, irrespective of whether payment was actually made during the period of the report,

- a statement of the expenses incurred by the administrator during the period of the report, irrespective of whether payment was actually made during that period,
- the date of approval of any pre-administration costs and the amount approved,
- a statement of the creditors' rights to request further information, as explained in paragraph 8 2, and their right to challenge the administrator's remuneration and expenses

8 2 Within 21 days of receipt of a progress report a creditor may request the administrator to provide further information about the remuneration and expenses (other than pre-administration costs) set out in the report. A request must be in writing, and may be made either by a secured creditor, or by an unsecured creditor with the concurrence of at least 5% in value of unsecured creditors (including himself) or the permission of the court

8 3 The administrator must provide the requested information within 14 days, unless he considers that.

- the time and cost involved in preparing the information would be excessive, or
- disclosure would be prejudicial to the conduct of the administration or might be expected to lead to violence against any person, or
- the administrator is subject to an obligation of confidentiality in relation to the information requested,

in which case he must give the reasons for not providing the information

Any creditor may apply to the court within 21 days of the administrator's refusal to provide the requested information, or the expiry of the 14 days time limit for the provision of the information

## 9 Provision of information – additional requirements

The administrator must provide certain information about time spent on a case, free of charge, upon request by any creditor, director or shareholder of the company

The information which must be provided is –

- the total number of hours spent on the case by the administrator or staff assigned to the case,
- for each grade of staff, the average hourly rate at which they are charged out,
- the number of hours spent by each grade of staff in the relevant period

The period for which the information must be provided is the period from appointment to the end of the most recent period of six months reckoned from the date of the administrator's appointment, or where he has vacated office, the date that he vacated office

The information must be provided within 28 days of receipt of the request by the administrator, and requests must be made within two years from vacation of office

## 10 What if a creditor is dissatisfied?

10 1 If a creditor believes that the administrator's remuneration is too high, the basis is inappropriate, or the expenses incurred by the administrator are in all the circumstances excessive he may, provided certain conditions are met, apply to the court

10 2 Application may be made to the court by any secured creditor, or by any unsecured creditor provided at least 10 per cent in value of unsecured creditors (including himself) agree, or he has the permission of the court. Any such application must be made within 8 weeks of the applicant receiving the administrator's progress report in which the charging of the remuneration or incurring of the expenses in question is first reported (see paragraph 8 1 above). If the court does not dismiss the application (which it may if it considers that insufficient cause is shown) the applicant must give the administrator a copy of the application and supporting evidence at least 14 days before the hearing

- 10.3 If the court considers the application well founded, it may order that the remuneration be reduced, the basis be changed, or the expenses be disallowed or repaid. Unless the court orders otherwise, the costs of the application must be paid by the applicant and not as an expense of the administration.

## **11 What if the administrator is dissatisfied?**

- 11.1 If the administrator considers that the remuneration fixed by the creditors' committee is insufficient or that the basis used to fix it is inappropriate he may request that the amount or rate be increased, or the basis changed, by resolution of the creditors. If he considers that the remuneration fixed by the committee or the creditors is insufficient or that the basis used to fix it is inappropriate, he may apply to the court for the amount or rate to be increased or the basis changed. If he decides to apply to the court he must give at least 14 days' notice to the members of the creditors' committee and the committee may nominate one or more of its members to appear or be represented on the application. If there is no committee, the administrator's notice of his application must be sent to such of the company's creditors as the court may direct, and they may nominate one or more of their number to appear or be represented. The court may order the costs to be paid as an expense of the administration.

## **12 Other matters relating to remuneration**

- 12.1 Where there are joint administrators it is for them to agree between themselves how the remuneration payable should be apportioned. Any dispute arising between them may be referred to the court, the creditors' committee or a meeting of creditors.
- 12.2 If the administrator is a solicitor and employs his own firm to act on behalf of the company, profit costs may not be paid unless authorised by the creditors' committee, the creditors or the court.
- 12.3 If a new administrator is appointed in place of another, any determination, resolution or court order which was in effect immediately before the replacement continues to have effect in relation to the remuneration of the new administrator until a further determination, resolution or court order is made.
- 12.4 Where the basis of the remuneration is a set amount, and the administrator ceases to act before the time has elapsed or the work has been completed for which the amount was set, application may be made for a determination of the amount that should be paid to the outgoing administrator. The application must be made to the same body as approved the remuneration. Where the outgoing administrator and the incoming administrator are from the same firm, they will usually agree the apportionment between them.

## **13 Effective date**

This guide applies where a company enters administration on or after 6 April 2010, except where

- the application for an administration order was made before that date, or
- where the administration was preceded by a liquidation which commenced before that date

**Omniglobe (EMEA) Limited – In Administration**  
**Proof of Debt**

## PROOF OF DEBT

In The High Court of Justice

No 2777 of 2011

**OMNIGLOBE (EMEA) LIMITED (IN ADMINISTRATION)**

**Date of Administration 7 April 2011**

- |    |  |               |
|----|--|---------------|
| 1  | Name of creditor   |               |
| 2  | Address of creditor  |               |
| 3  | Total claim including VAT and interest as at the date of the Administration Order  | £             |
| 4  | Details of documents by which debt can be substantiated                            |               |
| 5  | If claim includes VAT, show  |               |
|    | (a) Amount of VAT  | £             |
|    | (b) Amount of claim Net of VAT   | £             |
| 6  | Amount of any interest included in claim   | £             |
| 7  | Is the whole or part of the debt preferential?<br>If so, state amount, and details | Yes / No<br>£ |
| 8  | Particulars of how and when debt incurred  |               |
| 9  | Particulars and value of any security held and the date it was given               |               |
| 10 | Signature of creditor or other authorised person                                   | . . . . .     |
|    | Name in BLOCK LETTERS  | . . . . .     |
|    | Telephone number   | . . . . .     |
|    | Creditor's reference   | . . . . .     |
| 11 | Position or Relationship with Creditor   | . . . . .     |

**For Use of Administrator Only**

12 Admitted to vote for £

Date

Administrator

13 Admitted preferentially  
for £

Date

Administrator

Admitted non-preferentially  
for £

Date

Administrator

Omniglobe (EMEA) Limited – In Administration  
Form 2.21B – Creditor's request for a meeting



## Creditor's request for a meeting

Name of Company  
Omniglobe (EMEA) Limited – In Administration

Company number  
03587547

In the  
High Court of Justice

Court case number  
2777 of 2011

(a) Insert full name and  
address of the creditor  
making the request

I (a) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Insert full name and  
address of registered office  
of the company

request a meeting of the creditors of (b)

\_\_\_\_\_  
\_\_\_\_\_

(c) Insert amount of claim

My claim in the administration is (c)

(d) Insert full name(s) and  
address(es) of creditors  
concurring with the request  
(if any) and their claims in  
the administration if the  
requesting creditor's claim  
is below the required 10%

(d) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Insert details of the  
purpose of the meeting

concur with the above request, and I attach copies of their written confirmation of concurrence

The purpose of the meeting is (e)

\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_

Dated \_\_\_\_\_