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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Rule 16.3** | **Insolvency Act 1986** | | | | | | | |
|  | **Proxy (Liquidation)** | | | | | | | |
|  |  | | | | | | | |
| **Notes to help**  **completion of the**  **form** | **Re: Aberdeen House Care Limited - In Creditors’ Voluntary Liquidation** | | | | | | | |
|  |  | | | | | | | |
| **Please give full name of** | **Name of creditor** | | | **NEWBY CASTLEMAN LLP** | | | | |
| **person (who must be** |  | | | | | | | |
| **18 or over) or the** | **Address** | **110 REGENT ROAD LEICESTER LE1 7LT** | | | | | | |
| **“Chair”. If** |  | | | | | | | |
| **you wish to provide** |  | | | | | | | |
| **for alternative proxy-** |  | | | | | | | |
| **holders in the** | **Name of proxy-holder** | | | | **The Chair** | | | |
| **circumstances that** |  | | | | | | | |
| **your first choice is** | **1.** | | | | | | | |
| **unable to attend** |  | | | | | | | |
| **please state the** | **2.** | | | | | | | |
| **name(s) of the** |  | | | | | | | |
| **alternatives as well.** | **3.** | | | | | | | |
|  |  | | | | | | | |
| **Please delete words in brackets if the proxy-holder is only to vote as directed i.e. he has no discretion** | **I appoint the above person to be my/the creditor’s proxy-holder at the meeting of creditors to be held on Wednesday 17 January 2024 at 10:30am or at any adjournment of that meeting. The proxy-holder is to propose or vote as instructed below (and in respect of any resolution for which no specific instruction is given, may vote or abstain at his/her discretion).** | | | | | | | |
|  |  | | | | | | | |
|  | **Voting instructions for resolutions** | | | | | | | |
| **Any other resolutions** |  | | | | | | | |
| **which the proxy-** |  | | | | | | | |
| **holder is to propose or vote in favour of.** | **1. The appointment of Joint Liquidators of the Company.**  **For / ~~Against~~**  **2. In the event that Joint Liquidators are appointed, a resolution that they can act either jointly or separately.**  **For / ~~Against~~**  **In the event that a Liquidation Committee is not established:**  **3. That a Liquidation Committee be established.**  **~~For~~ / Against**  **4. That the fees and expenses of both Business Helpline Group Limited and Opus Restructuring LLP in respect of assisting the Board of Directors in preparing a Statement of Affairs and convening the virtual meeting amounting to £7,000.00 plus expenses plus VAT be paid from realisations as an expense of the liquidation.**  **For / ~~Against~~**  **5. That the Liquidator be authorised to pay Clumber Consultancy Limited**  **£2,800.80 plus VAT from realisations in respect of assisting the Board of**  **Directors and Joint Liquidators with Pension and ERA Services.**  **For / ~~Against~~**  **6. That the Liquidator’s fees will be charged by reference to the time properly spent by them and their staff in dealing with the matters relating to the Liquidation, such time to be charged at the hourly charge out rate of the grade of staff undertaking the work at the time the work is undertaken and subject to the fees estimate set out in the report prepared in connection with fee approval and issued with the notice of the meeting. For / ~~Against~~**  **7. That the Liquidator be authorised to recover category 2 expenses as set out in the practice fee recovery policy.**  **For / ~~Against~~**  **8. That the Liquidator be permitted to destroy the Company’s books and records six months after the dissolution date.**  **For / ~~Against~~** | | | | | | | |
| **If more room is required please use the other side of this form.** |  | | | | | | | |
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|  |  | | | | | | | |
| **This form must be** | **Signature** | |  | | | | **Date** | **16/01/2024** |
| **signed** |  | | | | | | | |
|  | **Name in CAPITAL LETTERS** | | | | | | | |
|  |  | | | | | **JOHN GRIFFIN** | | |
|  |  | | | | | | | |
| **Only to be completed** | **Position with creditor or relationship or other authority for signature** | | | | | | | |
| **if the creditor** |  | | | | | | | |
| **has not** | **PARTNER – NEWBY CASTLEMAN LLP** | | | | | | | |
| **signed in person** |  | | | | | | | |