

**GCV OVERVIEW**  
**As includes “Assumptions and Understandings”**

It is understood a summary overview of GCV LTD would be useful to document, illustrate and ensure that there is a shared understanding of GCV LTD’s history, intended services, and the underlying ownership(s) and roles of relevance thereto.

Accordingly, such an overview is provided below.

**GCV HISTORY AS UNDERSTOOD:**

1. GCV was established and incorporated on 19 May 2016 with the intention to offer a number of “Business Support Services”.
2. It was intended that the services to be offered were to be such as Mr Voce and Mr Dimitrov had either previously provided as sole traders in their own rights and/or as they could offer given the skills and resources they had between them.
3. It was intended that the business would be owned 50% by Mr Voce and 50% by Mr Dimitrov.
4. However in the initial year(s) Mr Voce’s ownership was held in TRUST by Mr Dimitrov, due to external unlawful threats that Mr Voce was unfortunately engaged in at that time. This was supported by a declaration of Trust agreement.
5. Accordingly Mr Dimitrov became the sole director for similar reasons and has been remunerated for such role at circa £4800 per annum.
6. The Initial services intended to be offered by GCV LTD were anticipated to include the following:

Business Consulting Services	Business Logistics Support Services	Business Maintenance Services	
Property Management Services	Property Maintenance Services	Business Asset Provision /Hire	Other
7. The intention and plan to offer such services was based on the expertise and experience and skills of Mr Voce and Mr Dimitrov – noting particularly:
  - i. Mr Dimitrov had been increasingly gaining work to refurbish / Maintain offices and such forth.
  - ii. Mr Dimitrov and Mr Voce had experience in managing and/or maintaining properties.
  - iii. Mr Voce had material and significant education (postgraduate) and extensive networks and then current opportunities such that it was anticipated he could develop and offer consulting services also around ‘businesses’.
  - iv. Mr Busfield agreed to assist in all these matters freely based on personal friendships and as Mr Busfield hoped may help him with the ill health he was and has unfortunately continued to endure.
  - v. It was agreed that Mr Busfield would not formally ‘work’ for GCV LTD and that he would receive no remuneration for his assistance such as to ensure that he did not breach the terms of a Disability Plan that was providing him with security and income at such time –it was agreed Mr Busfield would thus only help on such a “friends” basis only.
8. It is understood that both a small amount of goodwill and also an array of plant & equipment was transferred to GCV LTD to support the business.
9. The above effectively summarises the situation for GCV, and is diagrammatically illustrated to try and assist clarity below.
10. As of 2019, It has been agreed that given the material risks Mr Voce was engaged in in 2016 have subsided (to some degree at least regarding the protagonists of note at that time) such that it has been agreed between Mr Voce and Mr Dimitrov that they should (as has be learnt may be appropriate in any event?) formally and overtly assign the ownership and control at the business and update Companies House accordingly by filing an updated confirmation statement forthwith.
11. There have and are also a number of other admin / financial and ‘red tape’ matters that have come to light and such as have and are being learnt by Mr Voce and Mr Dimitrov in this their first material endeavour to run a “Limited Company” entity and such as they have and are currently seeking to address and action as to the best of their abilities and as they understand are required. SUCH ACTIONS ARE INCLUDED IN THOSE PROPOSED TO ACTION NOW AS BELOW / ON THE FOLLOWING PAGE.

## **ACTIONS NOW PROPOSED**

Given circumstances and overview as detailed and described on the previous page, and noting current matters as are facing and require addressing by GCV LTD, the following actions are proposed to be undertaken forthwith:

### **TO ACTION:**

1. Respond to current unlawful, unjust and undue Statutory Demand as has been issued against GCV LTD by Mr Jason Earl.
2. Respond to multiple unlawful, unjust defamations and allegations such as have been made against GCV LTD in recent times.
3. Seek Professional Legal Advice and input and supportive response as necessary, prudent and deemed required as per above action points.
4. **Contact HMRC and seek advice as to how to correctly address, pay and resolve all VAT matters related to GCV.**
  - a. Aggregate and assimilate all reclaimable VAT for Plant and Equipment as relates to work to net against any due and late filing penalties as are potentially due.
5. **Contact HMRC and seek advice as to how to correctly address, pay and resolve all Corporation Tax related to GCV.**
6. Provide VERSA Accountants with Accounts schedules for Accounts as have been filed.
7. Provide confirmation, agreement and authorisation of and for the Summary Overview above and implementation of the actions below respectively (subject to minor amendments as may be duly identified) by reply to a due and appropriate email confirming the same such as to be compiled and provided by Mr Busfield or Mr Voce accordingly.
8. File an updated confirmation statement at Companies House to register 50% AV and 50% ID ownership and control.
9. Complete accordingly share transfer and supporting documentation to complete / comply with '2' above'
10. Complete the enclosed / appendix statutory declarations so as to avoid any doubt on the matters referred to herein.
11. Provide all Invoices and authorisations and approvals thereto for audit and compliance purposes, ideally send with cover letter detailing the situation to clients especially at RANsqawk related entities.
12. Ensure all such documents in prior point and such evidence is provided to lawyers, insolvency practitioner(s) and auditors and accountants to ensure transparency and lawfulness accordingly.
13. Ensure all invoices as are outstanding for filing captured and filed asap.
14. Complete Draft Accounts for 2018-2019.
15. Complete related Disbursements review to support prior point of action.
16. **Given 'attacks' and risks facing GCV LTD, agree contracts with clients as for a GCV 2 or new but similar supporting business services company – subject to final agreement by Directors and with Advisors as such to action ethically and appropriately.**
17. Provide copies of hand written signatures to Trust Declarations as are included herein for illustrative purposes – and as are needed to be filed for governance and compliance best practice.
18. Complete and resolve via Board Meeting or Written Resolution(s) any other actions subsequently identified to action /resolve as is ethical, prudent and in the interests of the business.
19. Update Company Registered Address and Correspondence Addresses For GCV LTD for all parties to 51 Close Lane, Alsager, Cheshire, ST7 2JS.

TRUST DECLARATIONS

HAND WRITTEN HARD SIGNATURE VERSIONS TO BE FILED

DECLARATION OF TRUST

This Declaration of Trust was made the **19<sup>th</sup> May 2016** between **IVAYLO DIMITROV** (ID) of 40 Rodwell Road, London, SE22 9LF and **ADAM VOCE** (AV) of 51 Close Lane, Alsager, Cheshire, ST7 2JS.

Whereas: -

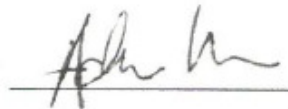
1. ID is the owner of 100 Ordinary Shares in GCV LTD (Company number 10189809 as registered at Companies House).
2. AV has provided money and expertise for the setup of this company.

ID hereby declares that he shall hold 50% of all ordinary shares in GCV LTD (that being 50 at the date of this declaration) together with all net income and profits duly derived from these shares as trustees upon trust for AV absolutely.

ID hereby warrants that he shall not sell any shares in GCV LTD without the express written agreement from AV.

In Witness whereas the parties hereto have signed this instrument as their Deed the day and year first before written.

Signed as a Deed by the said **Adam Voce**



In the presence of (Witness)  
(Print Name)

G Busfield

of

59 Stafford Road

(Sign Name)

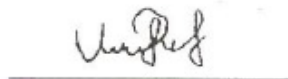


Stone

Staffordshire

ST15 0HE

Signed as a Deed by the said **Ivaylo Dimitrov**



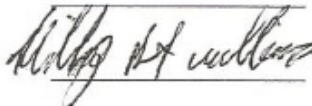
In the presence of (Witness)  
(Print Name)

P Williams

of

36 Meadow View

(Sign Name)



Middlewich

Cheshire

CW10 9QB

**END**

### DECLARATION OF TRUST

This Declaration of Trust was made the **19<sup>th</sup> May 2016** between **IVAYLO DIMITROV (ID)** of 40 Rodwell Road, London, SE22 9LF and **ADAM VOCE (AV)** of 51 Close Lane, Alsager, Cheshire, ST7 2JS.

Whereas: -

1. ID is the owner of 100 Ordinary Shares in GCV LTD (Company number 10189809 as registered at Companies House).
2. AV has provided money and expertise for the setup of this company.

ID hereby declares that he shall hold 50% of all ordinary shares in GCV LTD (that being 50 at the date of this declaration) together with all net income and profits duly derived from these shares as trustees upon trust for AV absolutely.

ID hereby warrants that he shall not sell any shares in GCV LTD without the express written agreement from AV.

In Witness whereas the parties hereto have signed this instrument as their Deed the day and year first before written.

Signed as a Deed by the said **Adam Voce** \_\_\_\_\_

In the presence of (Witness)  
(Print Name)

\_\_\_\_\_ G Busfield

of

\_\_\_\_\_ 59 Stafford Road  
\_\_\_\_\_ Stone  
\_\_\_\_\_ Staffordshire  
\_\_\_\_\_ ST15 0HE

(Sign Name)

Signed as a Deed by the said **Ivaylo Dimitrov** \_\_\_\_\_

In the presence of (Witness)  
(Print Name)

\_\_\_\_\_ P Williams

of

\_\_\_\_\_ 36 Meadow View  
\_\_\_\_\_ Middlewich  
\_\_\_\_\_ Cheshire  
\_\_\_\_\_ CW10 9QB

(Sign Name)

**END**

### DECLARATION OF TRUST

This Declaration of Trust was made the **19<sup>th</sup> May 2016** between **IVAYLO DIMITROV (ID)** of 40 Rodwell Road, London, SE22 9LF and **ADAM VOCE (AV)** of 51 Close Lane, Alsager, Cheshire, ST7 2JS.

Whereas: -

1. ID is the owner of 100 Ordinary Shares in GCV LTD (Company number 10189809 as registered at Companies House).
2. AV has provided money and expertise for the setup of this company.

ID hereby declares that he shall hold 50% of all ordinary shares in GCV LTD (that being 50 at the date of this declaration) together with all net income and profits duly derived from these shares as trustees upon trust for AV absolutely.

ID hereby warrants that he shall not sell any shares in GCV LTD without the express written agreement from AV.

In Witness whereas the parties hereto have signed this instrument as their Deed the day and year first before written.

Signed as a Deed by the said **Adam Voce** \_\_\_\_\_

In the presence of (Witness)  
(Print Name) \_\_\_\_\_

of \_\_\_\_\_

(Sign Name) \_\_\_\_\_

Signed as a Deed by the said **Ivaylo Dimitrov** \_\_\_\_\_

In the presence of (Witness)  
(Print Name) \_\_\_\_\_

of \_\_\_\_\_

(Sign Name) \_\_\_\_\_

**END**

**STATUTORY DECLARATION**

**REGARDING GCV LTD, COMPANY NUMBER: 10189809**

I, IVAYLO DIMITROV, of 40 RODWELL ROAD, LONDON, SE22 9LF, solemnly and sincerely declare that:

1. I make this declaration in relation to the company GCV LTD, COMPANY NUMBER: 10189809.
2. I absolutely and entirely confirm this company, GCV LTD, has been owned since the day of incorporation until the date of this declaration, solely and only by Mr Ivaylo Dimitrov (myself) and Mr Adam Voce, and such ownership has been held in an exact equal shares by these two said individuals such that they each have and do hold 50% ownership in this company either directly or under Trust.
3. I voluntarily agreed to be appointed Director of GCV LTD on incorporation and did, and do, acknowledge the responsibilities as are required of me accordingly in undertaking this Directorial position. I am and have been respectively remunerated for this role as Director, by GCV LTD, at £400 pcm since incorporation and up to the date of this declaration. My agreement be appointed as Director was also in consideration of the fact(s) that whilst Mr Voce (and Mr Busfield to a lesser, and arguably irrelevant degree given below) seemed eager to assist, it was evident Mr Voce was already engaged in time consuming businesses and unfortunately Mr Busfield was clearly not well enough to provide or input in any formal capacity.
4. I acknowledge, accept, and confirm, that I have always categorically agreed, on behalf of myself and/or GCV LTD, from the date of GCV LTD's incorporation up to the date of this declaration, that any suggestions, and/or input of any kind whatsoever, as has been advanced, or voluntarily provided by either Mr Voce and/or Mr Busfield, to myself, or to GCV LTD, has always been given and accepted on the strict understanding that their input(s) are absolutely never to be deemed as professional advice or as directives, but only as suggestive opinions as to how they would perhaps behave and/or act in certain circumstances. Additionally, I acknowledge that Mr Voce and Mr Busfield have clearly and overtly stated and communicated that their input(s) are only provided upon such conditions, due to the limited time they may have to address matters and/or due to severe ill health as Mr Busfield has and also the effect of the medications he takes relatedly (such as he has relayed can affect his memory / cognition).
5. Furthermore, I confirm, in addition to the declarations made above, that I have agreed with Mr Busfield specifically and absolutely, pursuant to his request from the day of GCV LTD's incorporation, that any input he has or does provide is to be strictly, in his case, on a "friends" commentary basis only and not in anyway to be considered, valued or objectified as 'work'; and moreover again absolutely, and such as I hereby also confirm, that he has not and will not be remunerated for any such informal input as he may or has provide(d). This was agreed between myself, Mr Voce and Mr Busfield well in advance of GCV LTD's incorporation and was so agreed such as to respect Mr Busfield's poor Health and moreover to ensure he would comply with the terms of a Disability Plan Salary Income such as he received from IBM.
6. A 'GCV' email address has been provided to Mr Busfield as a 'favour', upon his request, such as to try and assist him in a small way (via the impression of some professionalism in comparison to the use of a Hotmail account for example) in his endeavours, such as are understood, to try and recover and address a multi-million pound embezzlement as has occurred at a company his mother held shares in.

DECLARED BY MR IVAYLO DIMITROV \_\_\_\_\_ (Ivaylo Dimitrov)

*(Section below to be completed by a solicitor or Commissioner for Oaths.)*

This \_\_\_\_\_ day of \_\_\_\_\_ 2019

BEFORE ME

\_\_\_\_\_  
Solicitor/Commissioner for Oaths (delete as appropriate)



**STATUTORY DECLARATION**

**REGARDING GCV LTD, COMPANY NUMBER: 10189809**

I, ADAM VOCE, of 51 CLOSE LANE, ALSAGER, CHESHIRE, ST7 2JS, solemnly and sincerely declare that:

1. I make this declaration in relation to the company GCV LTD, COMPANY NUMBER: 10189809.
2. I absolutely and entirely confirm this company, GCV LTD, has been owned since the day of incorporation until the date of this declaration, solely and only by Mr Ivaylo Dimitrov and Mr Adam Voce (myself), and such ownership has been held in an exact equal shares by these two said individuals such that they each have and do hold 50% ownership in this company either directly or under Trust.
3. Mr Dimitrov voluntarily agreed to be appointed the Director of this company upon incorporation and acknowledged the responsibilities as are duly required accordingly, and in his undertaking of this Directorial position. He has and is respectively remunerated for this said role as a Director, by the company GCV LTD, at circa £400 per calendar month since incorporation and up to the date of this declaration.
4. I acknowledge, accept, and confirm, that I have always categorically agreed, on behalf of myself and/or GCV LTD, from the date of GCV LTD's incorporation up to the date of this declaration, that any suggestions, and/or input of any kind whatsoever, as has been advanced, or voluntarily provided by either myself and/or Mr Busfield, to Mr Dimitrov, or to GCV LTD, has always been given and accepted on the strict understanding that such input(s) are absolutely never to be deemed as professional advice or as directives, but only as suggestive opinions as to how one would perhaps behave and/or act in certain circumstances. Additionally, I acknowledge that both I and Mr Busfield have clearly and overtly stated and communicated that such input(s) are only provided upon such conditions, likely due to the limited time available to address matters and/or due to the severe ill health as Mr Busfield has and the effect of the medications he takes relatedly (such as he has relayed can affect his memory / cognition).
5. Furthermore, I confirm, in addition to the declarations made above, that I have agreed with Mr Busfield specifically and absolutely, pursuant to his request from the day of GCV LTD's incorporation, that any input he has or does provide is to be strictly, in his case, on a "friends" commentary basis only and not in anyway to be considered, valued or objectified as 'work'; and moreover again absolutely, and such as I hereby also confirm, that he has not and will not be remunerated for any such informal input as he may or has provide(d). This was agreed between myself, Mr Dimitrov and Mr Busfield well in advance of GCV LTD's incorporation and was so agreed such as to respect Mr Busfield's poor Health and moreover to ensure he would comply with the terms of a Disability Plan Salary Income such as he received from IBM.
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DECLARED BY MR ADAM VOCE \_\_\_\_\_ (Adam Voce)

*(Section below to be completed by a solicitor or Commissioner for Oaths.)*

This \_\_\_\_\_ day of \_\_\_\_\_ 2019

BEFORE ME

\_\_\_\_\_  
Solicitor/Commissioner for Oaths (delete as appropriate)