

MORGAN
MCMANUS

SOLICITORS

**PLATO BLACKWATER
FAMILY SUCCESSION PROGRAMME**

WORKSHOP 2

M-TECK Building Monaghan

Wed 17th JANUARY 2007

at 3.00p.m.

LEGAL ISSUES

Brian Morgan

and Fergal McManus

Morgan McManus Solicitors

Clones

Morgan McManus Solicitors

A progressive Law Firm in the Border
Midlands Western region of Ireland

Private and Commercial clients

BUSINESS OWNERSHIP

BUSINESS OWNERSHIP MODELS

SOLE TRADER / LIMITED
COMPANY/PARTNERSHIP

Sole Trader

- A Sole Trader is an individual who is self employed
 - If you trade under a name different than your own, then you must display your name and address at your business premises and on all stationery.
 - Has personal sole responsibility for all contracts
-

Limited Company

- Different legal identity
 - You should consult your Solicitor and Accountant for advice in respect of the Tax consequences of forming a company in advance of taking this route
 - Advantages and Disadvantages
-

Limited Company

ADVANTAGES

- Better Pension Planning opportunities
 - Ability to obtain Bank or Grant Finance
 - Passing of Shares by Gift or Inheritance in a family
 - More particularly - the benefit of Limited Liability Protection
-

Limited Company

DISADVANTAGES

- Potential double tax charges
 - Additional accounting and auditing requirements
 - Directors must file statutory documents, such as Accounts and Annual Returns.
 - Restricts free transferability of ownership of “company” assets
 - Directors Responsibilities
-

Company Management / Structure

- Registration information in Companies Office must be up to date – subject to public inspection
 - Companies Registers must be kept updated
 - Obligation to maintain at its registered office books of account
 - Must hold an AGM – each calendar year with not more than 15 months between AGMs.
 - Board of Directors must supervise the management of the company – meet regularly to review
 - Company assets are not the personal property of the Director
-

Partnership Agreements

- Between two or more people
 - Draw up a formal Partnership Agreement - will cover ownership of the Partnership assets, how you will share the profits, liabilities, leases and other responsibilities
 - If the Partnership is trading under a name other than that of the owner you must display the name and address of the owner and an address for each Partner at which documents can be served
 - Does **not** have limited liability status
 - Joint and several liability – profits **and losses**
-

RESPONSIBILITIES TO STAFF

Responsibilities to Staff

- Directive 200123EC – “The Acquired Rights Directive”
 - Purpose: to safeguard the rights of employees in the event of a transfer of an undertaking, business or part of a business to another employer as a result of a legal transfer or merger
-

Responsibilities to Staff

- All the obligations and rights arising from the employment contract or the employment relationship are transferred at the time of transfer from the original employer to the new employer
 - Definition of “Transfer” : transfer of an economic entity which retains its identity
-

Responsibilities to Staff

- Definition of “Economic Entity” : an organized grouping of resources which has the objective of pursuing an economic activity whether or not that activity is for profit
 - Definition would include most businesses/companies
-

Responsibilities to Staff

Obligations to Staff in the event of a transfer

- Consultation with Employee Representatives – Date/ Reasons / implications of transfer/measures that may affect the employees concerned
 - Obligation to furnish information not later than 30 days before the transfer date
-

Responsibilities to Staff

- Penalties apply in default: Mandatory requirement by Rights Commissioner to follow a specific course of action or compensation to employees
 - What about transfer of family business?
 - There must be a change in the person, or company, responsible for running the business/undertaking (i.e the employer)
 - Regulations do not apply to Share Transfers as the business is not transferring – employer company remains as before
-

ESTATE PLANNING AND WILLS

Estate Planning and Wills

Making a Will – General Conditions

- Testator must have testamentary capacity
 - The Will must be in writing and witnessed by two witnesses
 - Revocable until Testator dies
 - Freedom of Disposition
-

Estate Planning and Wills

Freedom of Disposition

- Testator does not enjoy absolute Freedom
- Part IX of Succession Act 1965 – Wife/Children
- Spouse – Legal Right Share (“LRS”) – absolute
- LRS Spouse and no children – one half of estate
- LRS Spouse and children – one third of estate for spouse
- Intestacy Rights greater/no children- all/children – two thirds
- Requirement of Per Rep to notify spouse
- Children – “moral duty” – “the court may order” provision

Estate Planning and Wills

Current / CAT Thresholds

- Spouse exempt
- Class A – Child/Minor child - €478,155
- Class B – Lineal Ancestor/descendant, brother/sister child of brother/sister - €47,815
- Class C – All other - €23,908
- 20% CAT on taxable value of gift/inheritance

Estate Planning and Wills

CAT Business Property Relief

MORGAN
McMANUS
SOLICITORS

- Value of gift/inheritance is reduced by 90% for all business property
- Business must be transferred with the assets
- “Excluded businesses” – dealing in currencies, securities, stocks or shares, lands or buildings or making or holding investments
- Maximum ownership period: gift – 5 years/inheritance – 2 years
- Clawback – 6 years cessation/disposal

Estate Planning and Wills

Common Terms for Business Succession

- Will leaves specific bequests to beneficiaries within their Class Thresholds
- Discretionary Trust type Wills
- Discretion to Trustees to distribute – taking account of relevant tax legislation at time of Testators death
- Guided by “Letter of Wishes”
- However 6% once of charge and annual 1% charge thereafter when there are no “principal objects” under 21
- “Principal Object”: Spouse/Children/Child of predeceased/Child of disponent

Estate Planning and Wills

Flexibility of Wills

Example

Edward asked his solicitor to draw up a simple Will leaving his business and assets to his young wife in the event of his unexpected death. Edward, though, had a son from his first marriage working in the business and another family. A commercially aware solicitor will not take the instruction at face value but will help Edward construct a Will that will leave the trading business to his son, a life interest in the income from the property to his wife and the residue to his other children. The final Will reflected the owner's wish that the business he had built up should continue as well as meeting the needs of different family members.

Estate Planning and Wills

Relevant Trustees Powers – Business / Discretionary or otherwise

- *“In the absence of express powers to continue running a business, the executors’ duty is to run it only for so long as it is necessary to sell the business as a going concern. This may be too restrictive and therefore even if the business is very personal to the testator and which may not necessarily have a goodwill without the testator’s involvement, it is better to include this express power to give the option to the executors and trustees to run the business in case they consider it necessary.”*

Spieran, Wills – Irish Precedents and Drafting, 1999

Estate Planning and Wills

Relevant Trustees Powers – Business / Discretionary or otherwise

- Invest and change investments freely
- Power to trade or carry on any business
- Promote company
- Exercise all power given by ownership of shares as if absolute owners
- Attend and vote at meetings
- Transfer Shares
- Borrow money
- Carry on the business
- Not liable for loss not attributable to own dishonesty or willful breach of trust
- Entitled to payment as if employed – Professional (Charging Clause)

Estate Planning and Wills

Enduring Power of Attorney (EPA)

- People are living longer
 - Many more of us will be unable to manage our own affairs later in life – due to mental or physical disability
 - EPA deals with that “twilight zone” when we are physically here but incapable
 - Mechanism in place to deal with disposal of our assets
-

Tax Issues

Careful planning and good professional advice are needed to ensure that you pay no more tax than is absolutely necessary. Fundamental decision-making though - should always be driven by business and personal, not tax considerations. Taxation and legal advice can help you decide how and when to do things, not what to do.

ADULT CHILDREN ACQUIRING FAMILY COMPANY ON THE DEATH OF A PARENT

Adult Children Acquiring Family Company on the Death of a Parent

- If the children are young and inexperienced, it may not be desirable to give the children control of the Company until they have had more time to mature.
 - It may be better to allow the Executors and Trustees to look after the running of the business for a period of time during which time the children can prove themselves.
-

Adult Children Acquiring Family Company on the Death of a Parent

Case Study

The proprietor of Sinks and Plugholes Limited (worth €20m), Paddy Plummer (63) dies suddenly leaving a wife, Mary (61) and four children as follows: Aoife (27) who works in her own business in Dublin, Niall (25) who works in the Company and is qualified as an accountant, Patricia (22) who is a student in the UK but tends to return to work in the Company, William (18) who is still at school. Paddy made a will in 1988 leaving all his assets upon discretionary trust.

Adult Children Acquiring Family Company on the Death of a Parent

The Executors and Trustees are Mary and two family friends, George and Henry, both businessmen. Mary is a practical person but she has always been a homemaker. She is not interested in taking over the Company but wishes to pass it on to the children when they have reached sufficient maturity. Paddy did not involve the family much in the business but in recent years had begun to confide more in Niall and to involve him in some of the decisions. Therefore Niall has got some familiarity with the workings of the Company. The staff in the Company are excellent and well motivated and will support the orderly transfer of the business to the children, but the senior staff are looking for some sort of equity participation at least in the reasonably immediate future.

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

Besides his shares in the Company, Paddy has left other assets including the family home together worth €6m which are substantial enough to maintain Mary and the children who are not yet employed and pay CAT without requiring the sale of the Company.

The letter of wishes which accompanied the discretionary trust will requests that as far as possible all children of the deceased are to benefit equally and that as long as reasonably possible the family Company is to be maintained in the family. It also requests that the needs and the maturity of each of the beneficiaries is to be taken into consideration when distribution of assets are being made.

As the business is likely to grow quickly, any long-term retention of the shares in the hands of the Trustees will give rise to a CGT liability for the Trustees when they ultimately dispose of them.

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

Discretionary Trust established under the will is only the starting point, what are the issues?

- Executors and Trustees are unlikely ever to have worked as a team on a project of this nature
- Trustees should have a good working relationship with the senior executives in the Company
- Trustees can normally have themselves appointed directors and participate in board meetings, management, meetings etc
- Problems perhaps because the deceased proprietor neglected to develop proper structures and procedures in these aspects of the Company
- Must either find personnel capable of instituting modern management structures and procedures or, after serious discussions with the family consider a quick sale notwithstanding the contents of the letter of wishes

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

- Trustees might, depending on the complications of the estate and the business, consider drawing up a brief set of rules detailing how and when they will meet, how they will make decisions, the preparation and circulation of agendas for the administration and distribution of the trust property and to carry out their office up to the winding up of the trust
 - Apparent from the will or trust whether majority or unanimity applies in relation to decision-making
-

Adult Children Acquiring Family Company on the Death of a Parent

Trustees may consider:

- Passing on assets in measured amounts at an early stage to enable beneficiaries to become accustomed to dealing with assets
 - Passing on ownership by degrees may enable a beneficiary to develop decision-making skills in relation to assets
 - Passing on responsibility to the beneficiary by way of employment in the family company
 - Should only be done the basis that the beneficiary contributes or is likely to contribute to the Company
 - Encouraging the beneficiaries to work together to make decisions
-

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

Trustees may consider (continued):

- The Trustees should meet beneficiaries on a regular basis and to build a good working relationship with all of them
 - Each of the beneficiaries should be given, within reason, the opportunity to mature and develop his or her own talents
 - In most cases the Trustees will be able to share the plan for administration and distribution of the estate with the beneficiaries
 - All parties concerned can work towards the same objective
 - Make it clear that the plan is subject to review at the discretion of the Trustees
 - The beneficiaries may very well have a significant contribution to make on the plan
-

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

Trustees may consider (continued):

- Trustee can be like being appointed a stepfather or stepmother
 - In some circumstances, setting up a family council comprising trusted family members and friends
 - Prudent for the trustees in advance of passing over of any control, to foster a culture of discussion and collective decision making among the beneficiaries
 - Listen to their views
 - Assist them to acquire the methodology of making informed decisions together in relation to the Company
 - The older children of an entrepreneur will have an advantage over the younger children
-

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

Trustees may consider (continued):

- Where a business is left to children equally, if the elder children do not take steps to include the others there may be a tendency for the others to become disaffected
 - Mentality of being the party left with the full burden of care is developed with the eldest and the mentality of being excluded develops in other siblings, unhappy consequences for the family and the Company will be nearly unavoidable
 - A policy of inclusiveness should be developed by the beneficiaries
 - All beneficiaries or potential beneficiaries have been involved in a decision, which turns out to have been incorrect, then all must share the blame
-

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

Trustees may consider (continued):

- Inclusiveness policy is more easily implemented if procedures are set up for this purpose at the earliest possible opportunity
 - The attendance at formal board meetings, preparing and contributing to agendas and keeping proper records of decisions should be encouraged and can be an aid to ensuring that all parties with a proprietary interest are not only treated fairly but may be shown at a subsequent time to have been treated fairly
 - Where the beneficiaries are about to acquire a family Company they may also consider drawing up a heads of agreement (we will examine this in detail)
-

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

So what happened in Sinks and Plugholes Limited?

The issued share capital of Sinks and Plugholes Limited is €200 divided into 200 Ordinary Shares of €1 each. It was therefore decided to split the shares into 200 voting shares of 50c each (with voting rights but no entitlement to income or surplus assets on a winding up) and 200 non-voting shares of 50c each (entitled to all income and surplus capital on winding up, but no votes). The auditors advise that the voting shares represent 15% of the total value of the Company. It is therefore proposed that the shares are apportioned out to the children so that the shares will be owned as follows:

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

Holder	Voting Shares	Non-voting Share
Niall	24	50
Aoife	24	50
Patricia	24	50
William	24	40
Trustees	104	0
	-----	----
	200	200

In brief, all of the non-voting shares are to be distributed to the children and 48% of the voting shares. When distributions of this order are made, there are serious CAT consequences for the beneficiaries who may not have the means to pay it.

Adult Children Acquiring Family Company on the Death of a Parent (Continued)

So what happened in Sinks and Plugholes Limited?

The two eldest children are appointed directors of the Company and the two youngest are promised that when and if they are in a position to take directorships and willing to make themselves available they will also be appointed

The Trustees and the beneficiaries agree to promote a situation where beneficiaries who contribute to the Company are rewarded by salaries and other perquisites appropriate to Company executives.

Beneficiaries who do not, while not being excluded from capital growth, distributions and general decision making, are allowed to find their own level. Going forward over a number of years, the Trustees exercise control over the business and at suitable times they can re-evaluate the situation for further distributions.

If there is a lesson to be learned, it is that simply making a discretionary trust will be unlikely to be sufficient in the way of succession planning and wealth preservation for most family companies.

Entrepreneur of Advanced Years who wishes to Retire

Entrepreneur of Advanced Years who wishes to Retire

- It is very difficult for an entrepreneur to foresee himself as an outsider looking in – others take decisions in relation to the Company, which he managed for so long
- Changes in succession are an immense challenge to the proprietor or entrepreneur
- The fear of loss of power, status and respect, something the entrepreneur worked all his life to achieve, can be daunting
- Fear of Retirement
- Inability to choose between children

Entrepreneur of Advanced Years who wishes to Retire

- Competition between children for the top job
- Children may have disaffection with the family business
- How children get on together and many other factors may require to be taken into consideration when deciding how to approach succession
- Must also consider what effect the implementation of a succession plan will have on the Company and the staff if the current owner passes on control to one or more of his children

Entrepreneur of Advanced Years who wishes to Retire

Suggested Steps

- Obtain outside help to develop succession plans that balance business priorities and family needs.
- Most busy people need assistance to drive this forward
- Develop a family business creed / **family council** or **shareholders' agreement** that clearly sets out clear guidelines on ownership matters, dispute resolution, family employment etc

Entrepreneur of Advanced Years who wishes to Retire

Fear of the In-laws

- Founder fears that business will pass to in-laws in event of divorce
 - Can be dealt with by Shareholder Agreements
 - Renunciation of Rights by Spouse of Transferee prior to transfer
 - If non- company, consider passing of only life-interest to beneficiary particularly if there are genuine concerns about stability of his/her marriage
-

Entrepreneur of Advanced Years who wishes to Retire

Family Council

- Securing long-term shareholder adhesion to the family project
- Body outside the Board of directors – family members may have very minor representation on the Board of Directors
- Well articulated and written vision / common goals – the **Family Charter**
- Parallel planning process with the business agenda of the Company
- Family and Company Objectives going hand-in-hand - mutually compatible and achievable objectives

Entrepreneur of Advanced Years who wishes to Retire

A Typical Family Charter

- Family Council Constitution
 - Family Vision and Goal setting
 - Family Values
 - Family's relationship with the business
 - Family members and the company
 - Family training and education
 - Family philanthropy
-

Entrepreneur of Advanced Years who wishes to Retire

Question Time

- If the entrepreneur were to suddenly become too ill to manage the business, would it be possible for the business to continue in a viable condition
- Is it practical for the business to continue in the family or would it be more practical to sell it at any stage?
- If it is decided that the business should be held in the family, is there a potential successor to the proprietor who can manage it?
- Because no tax will apply on transfers to a spouse is it desirable for assets to be transferred to the spouse to reduce the potential tax liability and give more of a breathing space in the event of the untimely death of the entrepreneur?
- What is to become of the children who do not necessarily wish to work with the Company?

Entrepreneur of Advanced Years who wishes to Retire

Question Time

- Are any of the children prepared to work in the Company?
- Is it appropriate that any family members should be appointed directors?
- What policy will there be towards dispute resolution?
- What tax planning should be employed?
- What policy will there be towards in-law, both existing and future, taking interests in the Company?
- Can strategies be devised for inclusiveness / demerger / hive off part of business / parallel structures?

Entrepreneur of Advanced Years who wishes to Retire

Question Time

- If all are to benefit equally, how does the entrepreneur propose to deal with the situation where the children cannot contribute equally? Eldest / youngest / women with children / some with more talent of use in the business than others
- Has he/she made a will and if so is it up to date?
- Has he/she the confidence that executors will be able to carry out the provision of the will completely?
- Does he/she have adequate professional advisors to assist next generation?
- “I’ll show them whose boss” – BBC TV series where Gerry Robinson goes into family businesses to fix problems of leadership – the old guard needing to move on!

Entrepreneur of Advanced Years who wishes to Retire

Approach

- Encourage the entrepreneur to develop a long-term plan and follow it
- First rule is to advise on good communications
- Set up structures for decision-making and agree a plan which is flexible and achieves the objectives as far as possible
- Children of the entrepreneur who are willing should be given the opportunities to learn about the business and make decisions as soon as reasonably practical
- Potential beneficiaries can be groomed for management roles in the Company with plenty of opportunity to decide if the role will suit them

Entrepreneur of Advanced Years who wishes to Retire

Approach

- Some measure of wealth and independence should be passed on to beneficiaries so that they can make decisions, even if they makes mistakes
- If a plan is adopted and the family work to achieve it, succession problems may be solved
- Children may accept that one of them has been chosen to head the family company if they are seen to have been catered for as well
- If there is no plan, or an inadequate plan, then the future for the family company will be bleak
- Statistics show that only 25% of family companies survive to the second generation and only 10% to the third

Appendix

Draft Heads of Agreement by children (the “Shareholders” who have together acquired controlling shares in the family Company (the “Company”))

1. Not legally binding
2. The Business
The Shareholders will endeavor to keep the Company and its business in the ownership of the Shareholders and their descendants for as long as possible provided that, by way of incentive, key staff in the Company may be entitled to acquire minority interests in the Company.
3. Decision Making Structures
The Shareholders agree that sharing all important information, regular meetings, full discussions and collective decision making on important matters will help to minimize areas of potential conflict. They agree to apply such a policy in their dealings with each other in relation to the Company. Shareholders working in the Company shall use all reasonable endeavors to ensure that the Shareholders not working in the Company are kept fully

Appendix

Draft Heads of Agreement by children (the “Shareholders” who have together acquired controlling shares in the family Company (the “Company”))

informed of all major developments in the Company and are in a position to make informed decisions on any matter arising in relation to the Company.

All major decisions relating to the Company will be taken, as far as possible, by the Board of Directors of the Company at formally convened meetings with each Shareholder being given the opportunity to participate in such decision making.

4. Work Outside the Group

Whether a Shareholder works in or outside of the Company or not shall not be an issue in any dispute. The Shareholders shall endeavor as far as possible to ensure equal treatment for each other subject TO the proviso that where a Shareholder works for the Company he/she shall be entitled to be rewarded for his/her efforts at prevailing market rates

Appendix

Draft Heads of Agreement by children (the “Shareholders” who have together acquired controlling shares in the family Company (the “Company”))

5. Confidentiality

Matters pertaining to the Company’s business will be kept strictly confidential unless otherwise agreed. This shall not preclude a Shareholder from obtaining professional advice in relation to a matter in which he/she has a vital interest.

6. Spouses and Partners

Unless all agree otherwise, spouses or partners of the Shareholders and non-family members are not to be given or to acquire interests in the Company or to be permitted to inherit shares in the Company. Where such spouses or partners or others would otherwise become entitled to any shares, the Company shall be permitted to buy out the interests of such Shareholders at market value.

Appendix

Draft Heads of Agreement by children (the “Shareholders” who have together acquired controlling shares in the family Company (the “Company”))

7. Keyman Insurance

In order to facilitate the above, each of the Shareholders will procure that the Company will take out policies of assurance on their lives, to provide Famco with funds with which to purchase the shareholding in it of any Famco Shareholder.

8. Disposals of Shares in the Company

If a Shareholder wishes to sell or dispose of his/her shares, the other Shareholders shall be given the right of first refusal at market value on such shares. The Articles of Association will be amended whereby the Shareholders will be given the opportunity of buying out a Shareholder who wishes to exit with the price of the buy out being market value (offer around). If market value cannot be agreed, then the auditors will fix market value without any discount for any minority holding.

Appendix

Draft Heads of Agreement by children (the “Shareholders” who have together acquired controlling shares in the family Company (the “Company”))

9. Creative Structuring

If a Shareholder feels that he/she has an interest in developing a new line or product, subject to the agreement of the other Shareholders, he/she will be encouraged to pursue this line through a separate Company, a joint venture or even a particular division within the Company.

10. Chairman’s Casting Vote

It is agreed that the Chairman of the Board of Directors will not have a casting vote. This will be provided for in the Articles of Association.

Appendix

Draft Heads of Agreement by children (the “Shareholders” who have together acquired controlling shares in the family Company (the “Company”))

11. Dispute Resolution

In the event of there being a dispute which relates to shareholder matters the Shareholders will agree to binding arbitration by [] or some other party acceptable to all the Shareholders. If the dispute relates to business matter they will agree to binding arbitration by [].

12. Buyout

In a potential deadlock situation a Shareholder who seriously disagrees with the other Shareholders shall have the option to have the power to either buy them out or to require them to buy him/her out. Under the buyout procedure he/she may give notice naming the price at which he/she is prepared to sell his/her shares or buy out the other Shareholder. If the other Shareholders are not prepared to buy him/her out at that particular price per share then he/she will have the right to buy them out at the price per share which he/she has offered.

Appendix

Draft Heads of Agreement by children (the “Shareholders” who have together acquired controlling shares in the family Company (the “Company”))

13. Deadlock

If, having used the binding arbitration procedures and if it is not practical to operate the buyout procedures or the buyout procedure does not end the disagreement, there is deadlock, the Shareholders will apply to the High Court for the Company to be wound up or to seek some other remedy.

14. Sale of Shares in the Company

Subject to the Offer Around provisions, the Articles of the Company will provide or will be amended to provide for drag along and tag along rights. Under the drag along rights, if a 25% Shareholder(s) is/are not prepared to buy out the others and if the Shareholders representing 75% of the total shareholding in the Company wish to dispose of the Company in an arms length transaction then the holder(s) of the remaining 25% will be bound to participate in such sale.

Appendix

Draft Heads of Agreement by children (the “Shareholders” who have together acquired controlling shares in the family Company (the “Company”))

Similarly, with tag along rights, if Shareholders representing 75% of the total shareholding in the Company agree to dispose of the Company in an arms length sale without including the remaining 25% Shareholder(s), that 25% Shareholder(s) can demand that the sale of the 75% is subject to and conditional on their 25% being purchased on the same terms.

15. Short-term objectives of the shareholders
16. Medium-term objectives of the shareholders
17. Long-term objectives of the shareholders
18. Other Matters
19. Articles Conflict

In the event there is difference between these headings and the Articles, the Articles shall apply.

Useful Websites

- Business Access to State Information Services – www.basis.ie
 - ROI Tax Information – www.revenue.ie
 - Morgan McManus – www.morganmcmanus.com
-

Morgan McManus Solicitors

*Advising the Private Client and the
Business Community*

Web – www.morganmcmanus.com