

AM10

Notice of administrator's progress report



Companies House

FRIDAY



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05/04/2019 #77
COMPANIES HOUSE

1 Company details

Company number 0 5 5 0 7 1 7 2

Company name in full Berkshire GP Limited

→ Filling in this form
Please complete in typescript or in
bold black capitals.

2 Administrator's name

Full forename(s) Simon James

Surname Underwood

3 Administrator's address

Building name/number Lynton House

Street 7 - 12 Tavistock Square

Post town London

County/Region

Postcode W C 1 H 9 L T

Country

4 Administrator's name ①

Full forename(s) David Robert

Surname Thurgood

① Other administrator
Use this section to tell us about
another administrator.

5 Administrator's address ②

Building name/number Lynton House

Street 7 - 12 Tavistock Square

Post town London

County/Region

Postcode W C 1 H 9 L T

Country

② Other administrator
Use this section to tell us about
another administrator.

AM10

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6 Period of progress report

From date	^d 0	^d 7	^m 0	^m 9	^y 2	^y 0	^y 1	^y 8
To date	^d 0	^d 6	^m 0	^m 3	^y 2	^y 0	^y 1	^y 9

7 Progress report

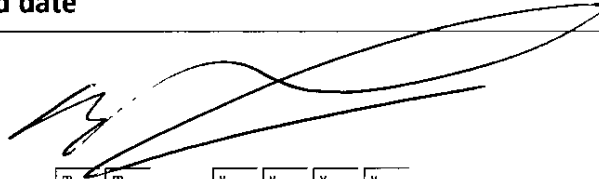
☒ I attach a copy of the progress report

8 Sign and date

Administrator's
signature

Signature

X



X

Signature date	^d 0	^d 3	^m 0	^m 4	^y 2	^y 0	^y 1	^y 9
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AM10

Notice of administrator's progress report



Presenter information

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

Contact name **Caroline Davenport**

Company name **Menzies LLP**

Address **Lynton House**
7 - 12 Tavistock Square

Post town **London**

County/Region

Postcode **W C 1 H 9 L T**

Country

DX

Telephone **020 7387 5868**



Checklist

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Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have attached the required documents.
- ☐ You have signed the form.



Important information

All information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the address below:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.



Further information

For further information please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Albemarle Shoreham Airport Limited - High Court of Justice No. 5503 of 2016
Albemarle(Shoreham) LLP - High Court of Justice No. 5504 of 2016
Berkshire Nominee 1 Limited - High Court of Justice No. 5507 of 2016
Berkshire Nominee 2 Limited - High Court of Justice No. 5505 of 2016
Berkshire GP Limited – High Court of Justice No. 5501 of 2016
(All In Administration)

Joint Administrators' Six Monthly Progress Report
In accordance with the Insolvency Act 1986 and the Insolvency (England and Wales) Rules 2016

Dated: 3 April 2019

If you require any further information please contact:
Caroline Davenport – 020 7465 1956 or cdavenport@menzies.co.uk

Name of Joint Administrators:	Simon James Underwood & David Robert Thurgood Menzies LLP Lynton House 7-12 Tavistock Square London WC1H 9LT
Date of appointment:	7 September 2016
Report period to:	6 March 2019
Appointed by:	Appointed by the qualifying floating charge holder in accordance with Paragraph 14 of Schedule B1 to the Insolvency Act 1986.
Court reference:	High Court of Justice No. 5503 of 2016 High Court of Justice No. 5504 of 2016 High Court of Justice No. 5507 of 2016 High Court of Justice No. 5505 of 2016 High Court of Justice No. 5501 of 2016
Functions of Joint Administrators:	In accordance with Paragraph 100(2) of Schedule B1 of the Insolvency Act 1986 the functions of the Joint Administrators are being exercised by either of them.
Details of any extension to the initial period of appointment:	On 30 August 2017, the Administrations were extended by Court for a period of two years and three months until 6 December 2019.

Simon Underwood and David Thurgood, who act as insolvency practitioners, are licensed in the UK by the Insolvency Practitioners Association.

The affairs, business and property of the Companies are being managed by the Joint Administrators. The Joint Administrators act as agents of the Companies only and contract without personal liability.

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GLOSSARY OF TERMS

Albemarle Shoreham Airport Limited	"ASAL"
Albemarle(Shoreham) LLP	"AS LLP"
Albemarle Shoreham Airport Limited, Albemarle(Shoreham) LLP, Berkshire Nominee 1 Limited, Berkshire Nominee 2 Limited, Berkshire GP Limited	"the Companies"
Berkshire Nominee 1 Limited	"Berk 1"
Berkshire Nominee 2 Limited	"Berk 2"
Berkshire GP Limited	"Berk GP"
The Insolvency Act 1986 (as amended)	"the Act"
Schedule B1 of the Act	"the Schedule"
The Insolvency (England and Wales) Rules 2016 (as amended)	"the Rules"

INTRODUCTION

- 1.1 In accordance with Rule 18.6 of the Rules, I now report on the progress made in the administration of the Companies during the six months ended 6 March 2019.
- 1.2 This report should be read in conjunction with the Joint Administrators' Statement of Proposals ('the Proposals') dated 1 November 2016, together with my previous progress reports dated 4 April 2017, 4 October 2017, 4 March 2018 and 3 October 2018. Copies of the Proposals, which were deemed to have been approved on 16 November 2016, are attached at Appendix V.
- 1.3 As advised in my previous reports the administrations were due to automatically end 12 months after the commencement unless extensions were agreed by either the relevant creditors or Court. On 24 July 2017 I filed an application in Court to extend the duration of the Administrations due to a number of complex ongoing issues.
- 1.4 The Court duly made an Order extending the Administrations on 31 August 2017 for a period of two years and three months, until 6 December 2019.

2. COMPANY INFORMATION

- 2.1 A schedule of statutory information in respect of the Companies is attached at Appendix I.
- 2.2 The Companies form part of the "Shoreham Airport" group ('the Group'), which owns the Brighton City Airport site extending approximately 242 acres and comprises three runways and a portfolio of property, including a number of industrial units and two listed buildings.
- 2.3 Creditors should please refer to the Proposals dated 1 November 2016 for a detailed history of the Companies and background to the Administrations.

3. PROGRESS TO DATE

- 3.1 The manner in which the affairs and property of the Companies have been managed since my last report and how they will continue to be managed are set out below. Attached at Appendix II are receipts and payments accounts for the period ended 6 March 2019.
- 3.2 As mentioned in the Proposals and previous reports that were circulated to all known creditors, it is the intention of the Administrators to complete a sale of the Companies' assets, being the airport land and buildings, without being on a forced sale basis.
- 3.3 The Administrators are continuing to operate the business of ASAL, Berk 1 and Berk 2, with the approval of the secured creditor, Longbow Investments No. 3 S.A.R.L. ('Longbow') in order to increase the value of the site, with the aim that this medium term strategy will enable realisations from the sales of the land and property to be maximised.
- 3.4 As advised previously, the development and rejuvenation of the site can be split into three key areas. The status of each of the three aspects is detailed below.

- 3.5 An outline planning application was submitted in July 2017 to Brighton & Hove City Council and Adur & Worthing District Council ('the Councils') for the joint development with New Monks Farm Limited (BHA Football Club) ('NMF') for the development of approximately 600 new houses, *employment space and a new joint access road on land adjoining NMF and Shoreham Airport.*
- 3.6 Following delays due to a number of queries and requests for additional information from the Councils, on 3 October 2018 Adur District Council's Planning Committee approved the planning application, "subject to the completion of the Section 106 agreement and the Secretary of State confirming he did not wish to call-in the application for his determination". My solicitors are currently finalising the terms of the Section 106 agreement with the Councils and NMF, and it is expected this will be finalised shortly.
- 3.7 Despite the planning permission being granted on 3 October 2018, and two written requests I have sent to his office, the Secretary of State has still yet to provide his response on the "call-in" option. Unfortunately this lack of response is likely to delay the progress of achieving the objectives of the Administrations.
- 3.8 I am still firmly of the view that it was in the best interest of the Companies' creditors for planning permission to be obtained prior to selling the Shoreham Airport Site. Although this process has required some further investment from Longbow and delayed the commencement of marketing the site, as mentioned below, I consider the investment will result in a greater recovery than selling the assets in their original state, in the current market.
- 3.9 The second stage of the development was the construction of a new sea wall along the Shoreham Airport property border, in order to significantly reduce the site's chances of future flooding. This major project involved numerous complex issues, which had to be resolved to ensure all stakeholders were protected as far as possible.
- 3.10 Full site works started at the end of April 2018. The work progressed well and the Environment Agency ('EA') completed their construction works at the end of October 2018, a few weeks behind schedule. Final surveys are now being completed on the new sea wall, which is higher than the old wall and has a 100 year life expectancy, compared to the 3-5 year life expectancy of the old wall.
- 3.11 I believe that the construction of the sea wall was essential to ensuring a sale of the assets at the best possible price, given any potential buyer and their lenders/insurers will want to ensure flooding risk is significantly reduced before committing to any purchase.
- 3.12 The third stage of works at the Shoreham Airport site, was the refurbishment and improvements to the airport buildings and built estate and improvements to the car parking facilities and signage. As creditors have been advised previously, in order to complete these works, I negotiated an additional secured facility with Longbow in the sum of £3,000,000 initially, for the Companies. £2,000,000 of this money has been used to cover the costs of contractor works on three major buildings, along with other Administration costs including management agents' fees, *land development fees, legal fees and valuation fees.*
- 3.13 The refurbishments and improvements have all been finalised, with retention monies outstanding on just one of the three contracts. With the works now complete, it has enabled real estate agents, Graves Son & Pilcher LLP to complete lettings of the previously vacant sites and has *enabled the rent roll to be maximised, which in turn will enhance the future sale proceeds from the estate.*

- 3.14 The final £1,000,000 provided from the Longbow facility was set aside to cover a compensation payment due to the Councils, following completion of an extension to the head leases of the Shoreham Airport site.
- 3.15 With the help of my agents and solicitors, an extension to the long leasehold from 150 years to 350 years, was completed on 6 November 2018. The extension agreement also allow for a number of amendments to the lease agreements in order to improve the various (onerous) terms, a summary of which are listed below.
- Split the two leases into four new head leases;
 - Changes to the airport operation provisions;
 - Ongoing investment in the current estate buildings;
 - Work with the environment agency to dedicate land for the delivery of the Adur tidal walls project;
 - Cooperate with regards to provision for a memorial for the Shoreham Air Show crash; and
 - Various other modernisations to the leases.
- 3.16 As part of the new leasehold agreements, the Companies paid the deferred consideration payment of £1,000,000 to the Councils as per the old lease terms, in addition to a new lease premium of £100,000. *I am of the opinion that dividing the leasehold into four new 350 year head leases will be more attractive to future purchasers of the site and make it easier for the site to be sold in parts rather than as one complete sale.*
- 3.17 *The split of the new head leases, following the extension is as follows:*
- The airport and current built estate, along with land to facilitate the Adur tidal wall scheme;
 - The proposed Eastern development site;
 - Drainage and highway land to facilitate the NMF Development and a memorial garden to commemorate the Shoreham Air Show crash; and
 - An area currently used as grazing land.
- 3.18 Prior to any sale of the Shoreham Airport site, there will also be a £2,000,000 overage payment due to the Councils, which they have requested be paid as soon as possible. I therefore intend to request an increase to the Longbow facility in order to make this payment, before completing any sale. However, prior to making any overage payment, I require confirmation from the Secretary of State that he does not wish to call-in the application. Once this has been received both NMF and the Companies will also be able to sign and complete the section 106 agreements.
- 3.19 In order to achieve the overall objective of the Administrations, being the sale of the Shoreham Airport site, without being on a forced sale basis, I had previously instructed Savills Plc ('Savills') to commence initial soundings in respect of the marketing on the Shoreham Airport Site. Savills had previously started gathering together the required information for the due diligence process.
- 3.20 Following the approval of the planning application on 3 October 2018, by Adur District Council's Planning Committee, (subject to the Secretary of State's call-in), Savills put the Shoreham Airport site to market and received a number of satisfactory offers to purchase the whole site. Further rounds of bidding has led to the issuing of heads of terms and the acceptance of one offer, subject to contract, and exclusivity has now been granted to one party.

- 3.21 I am currently assisting, along with my agents and solicitors, the proposed purchaser in conducting their due diligence as we move towards exchange of contracts. However, as mentioned above, we are unable to exchange contracts until the position regarding both the Companies' planning application, and also that of NMF, has been resolved.
- 3.22 During the course of this reporting period, in dealing with the above developments and ongoing business of the Companies, myself and my staff have met, attended meetings and had correspondence with the following:
- 3.23 **Development of site**
- The freehold landowners – Brighton & Hove City Council and Adur & Worthing Borough Council, to finalise terms of the new head lease, to provide financial information regarding the site and to seek approval of the planning applications, etc.;
 - The property development agent – Tavis House and their specialist agents;
 - The EA regarding the completion of the new sea wall along the border of the Shoreham Airport site;
 - BCAL, to discuss numerous issues, including new terms for occupation, the application for extension to the head lease with the councils and works to hangar doors for their premises;
 - New Monks Farm, to discuss cooperation and applications to council, along with negotiating terms for a collaboration agreement, to include land transfers, drainage and access rights;
 - The secured creditor, Longbow, to discuss the ongoing strategy and financing;
 - Savills, to discuss marketing strategy and gather information for due diligence reports; and
 - Solicitors, Gowlings WLG (UK) LLP ('Gowlings'), engaged to liaise with the council regarding the new head lease, planning application and collaboration agreement, to draft contracts, deeds and engagement letters and also to consider the future tax implications of the sale of the site.
- 3.24 **Sale Process**
- Savills – to discuss initial offers received, provide information for queries raised by the proposed purchaser and discuss terms of any future sale agreement;
 - Gowlings – to provide information for the due diligence data room and to provide information and seek legal advice regarding information requested by the proposed purchaser;
 - Shareholders – to provide an overall update on the Administrations, the sale process and distribution process and to gather additional pre-appointment information and records;
 - Menzies LLP Tax Department – to seek advice regarding VAT on any future sale and estimated corporation tax liabilities that will arise on any sale; and
 - Longbow – to discuss the offers received and expected distribution of any sale proceeds.
- 3.25 **Day to day operations**
- Property management agents SDL Estates Management Limited, trading as SJ Higgins Property Consultants ('Higgins'), to agree new tenancy agreements, manage quarterly rents, and service charge income, reconcile utility accounts and to pursue bad debts etc.;
 - Tenants of the leasehold properties;
 - Potential tenants and real estate agents for vacant sites;
 - BCAL, to discuss the current lease agreement and gather financial information etc.;
 - Gowlings to deal with real estate issues, new lease agreements with tenants and other ad hoc matters; and
 - The secured creditor, Longbow, to provide regular updates, cashflow forecasts and discuss the ongoing strategy.

3.26 In addition to the above, the following statutory duties have been carried out:

- Liaising with the Companies pre-appointment accountants regarding various matters including delivery of the Companies books and records and financial information;
- Instructing solicitors in relation to real estate issues and other legal matters;
- Seeking approval for payments from the fixed charge funds from the secured creditor, Longbow;
- Preparing and submitting VAT and corporation tax returns to HM Revenue & Customs ('HMRC');
- Day to day cashiering, including payments to agents, bank reconciliations and receipting rental income;
- Liaising with insurers regarding changes to policies and additional information required to ensure full cover is in place during the course of the Administrations;
- Drafting reports to creditors, and
- Addressing any other statutory duties associated with the Administrations.

4. ASSETS

4.1 As mentioned above, the intention of the Administrators is to complete a sale of the assets held within the Shoreham Airport Group, which were estimated within the accounts of the Group as at March 2016, as follows:

<u>Ownership</u>	<u>Ownership</u>	<u>Land</u>	<u>Estimated in Group Accounts as at March 2016</u>
Albemarle Shoreham Airport Limited	Long Leasehold (Airport Lease)	Terminal Building, operational land, perimeter land & aviation square	£4.1 million
Albemarle(Shoreham) LLP	Freehold	1 Acre Site	£150,000
Albemarle(Shoreham) LLP	Long leasehold (Commercial Lease)	Plot 1, Plot 16 & expansion land surrounding areas	£1.545 million
Berkshire Nominee 1 & 2	Long Leasehold (Commercial Lease)	Investment Property - East and West	£15 million
Total			£20.795 million

ASAL Assets

Long term leasehold /Land and property/ Management with BCAL

4.2 As mentioned above, on 6 November 2018 an extension to ASAL's long leasehold, from 150 to 350 years, was completed with the Councils, which also included amendments to terms of the lease agreements and provided for the leaseholds to be split into four new headleases. As outlined in section 3.16 above, I am still of the belief that longer leasehold periods and improved terms will be a pivotal selling point for potential purchasers.

- 4.3 On 1 August 2013, ASAL entered into a 30 year airport management services agreement and lease agreement with BCAL to operate and manage the airport. Terms of the agreement included quarterly rent of £20,000 plus VAT and service charges and costs and a 50% profit share between ASAL and BCAL, subject to certain commercial terms. BCAL has provided me with limited financial information, in order to ascertain how much profit, if any should be received by ASAL under the profit share agreement. Based on the numbers provided, there appears to be currently no amount due to ASAL.
- 4.4 During the period of this report, I have been finalising the terms of a deed of variation to the management agreement currently in place with BCAL for their occupation and ongoing use of the Shoreham Airport site. This has included changes to a number of terms of the agreement and an extension to the period of the lease agreement. It was hoped the deed of variation would be entered into shortly after the planning application was approved by the councils. However, due to the issues regarding call-in, this has also been delayed. Once the deed of variation is completed, under the deed ASAL has an obligation to pay £60,000 to BCAL to cover specific repairs costs to the main terminal building.
- 4.5 In addition to BCAL, ASAL recovers rent from a second tenant, although the sums are relatively minimal.
- 4.6 Management agents, Higgins, continue to manage the offices and industrial units at the Shoreham Airport site. This management includes collecting quarterly rents and service charge, maintaining books and records, arranging lease renewals and finalising lease terms with new tenants, arranging payments of utilities and services and maintaining the buildings and public areas.
- 4.7 During the period of this report a total amount of £311.75 has been received by ASAL in relation to rent, service charge, estate fees etc. The rental income received during this reporting period is significantly lower than previous periods, due to an 18 month rent free period granted to BCAL as part of the terms of the deed of variation to BCAL's management agreement, which commenced in December 2017. The Administrators will continue to realise the rent and service charges during the course of the Administration, via Higgins who have been engaged to manage the properties on behalf of the Administrators.

Bank Interest Gross

- 4.8 Bank interest of £108.02 has been realised by ASAL during the period of this report.

AS LLP Assets

Freehold and leasehold land

- 4.9 AS LLP owns the freehold to part of the site known as "1 acre site", which is located to the North side of the airport site, and which had a book value of £150,000 in the management books and records as at March 2016. This site is subject to onerous overage obligations which may make it more difficult to dispose of.
- 4.10 AS LLP is noted on the title for long leasehold land for a number of other plots, which had a combined value of £1.545 million in the books and records as at March 2016.
- 4.11 All of the above sites will be included in the sale of the Shoreham Airport site.

- 4.12 There have been no asset realisations in AS LLP to date.

Berk 1 & Berk 2 Assets

Land & Property

- 4.13 Berk 1 and Berk 2 hold registered titles under the long term commercial lease of the site, for the commercial and industrial land and buildings on the East and West side of the Airport site. This has a book value of £15 million in the Companies' accounts as at March 2016. At the date of appointment, the land and property comprise 15 occupational leases and 15 ground leases, with an estimated annual income of circa £850,000. Following the development of the site, the annual income has increased to over £1,000,000.
- 4.14 As mentioned above, the long leasehold commercial leases were included in the new 350 year lease agreements, which were completed with the Councils.

Rental Income

- 4.15 Higgins have continued to manage the premises of the commercial and industrial land and buildings at the East and West side of the Shoreham Airport site. Higgins continue to collect quarterly rents and service charge, maintain books and records, arrange lease renewals and finalise lease terms with new tenants, arrange payments of utilities and services and maintain the buildings and public areas.
- 4.16 During the period of this report, the following net amounts have been realised by Berk 1 and Berk 2 in relation to the leased properties:

Income	Amount (£)
Rental Income	425,346
Service Charge	36,659
Total	462,005

- 4.17 The Joint Administrators will, via Higgins, continue to realise the rent and service charge during the course of the Administration.

Bank Interest Gross

- 4.18 Bank interest of £35.23 and £1.45 for Berk 1 and Berk 2, respectively, has been realised during the period of this report.

Berk GP Assets

- 4.19 I am not aware of any assets in Berk GP, other than shares in its subsidiaries, being Berk 1 and Berk 2. Accordingly, there have been no asset realisation in Berk GP to date.

5. INVESTIGATIONS

- 5.1 The Companies' affairs have been investigated and, in accordance with Section 7(3) of the Company Directors Disqualification Act 1986, a submission on the directors' conduct has been filed with the Secretary of State. The content of these reports is confidential.
- 5.2 No matters were uncovered during my investigations which I considered may lead to further recoveries.

6. CREDITORS' CLAIMS

Secured creditors

- 6.1 Longbow hold a fixed and floating charge over the Companies, in relation to a mezzanine loan facility of £15.4 million, initially provided to Single Source Aviation Brighton LLP ("Single Source"), a corporate designated member of AS LLP in May 2014. Following additional drawdowns on the facility, together with interest, charges and a minimum percentage return, the amount due to Longbow as at the date of Administration was £24,073,480.
- 6.2 With charges, interest and default interest continuing to accrue during the Administration period, this figure has increased. During the period of this report, the level of debt has been reconciled and I have been liaising with Longbow to confirm the total value of debt outstanding to date. However, Longbow have now advised that they may intend to rely on the terms of the facility agreement which allows for a repayment fee on their loan on the basis of a multiplier of 1.6%, rather than interest accrued. Longbow will finalise their claim once the principal assets have been realised.
- 6.3 Longbow will be relying on its fixed and floating charge and cross guarantees in order to recover the outstanding balance and have been actively involved in assisting the Joint Administrators with various aspects of the Administrations in order to maximise the recovery value. At this stage, it is expected Longbow may be repaid in full, including repayment fees. Both Longbow and the Joint Administrators are of the belief that the implementation of refurbishments and the development of the site will result in the best chance of a full settlement to Longbow.
- 6.4 As mentioned above, and in my previous reports, on 31 August 2017 a new charge agreement was created in favour of Longbow in relation to the new facility agreement provided to the Companies, initially in the amount of £3,000,000, to help fund the Administrations and developments costs. This was registered at Companies House on 5 September 2017. The new facility excludes the original borrower, Single Source.
- 6.5 The terms of the new facility include a supplemental first ranking security over the Shoreham Airport site and priority over the existing facilities, interest and a minimum earnings exit fee. I sought independent legal advice and am satisfied that the terms are acceptable and in line with the rescue finance market in the context of obligors currently in administration.
- 6.6 The full loan facility of £3,000,000 has now been utilised, with the third drawdown of £1,000,000 received on 2 November 2018. This payment was utilised to pay the sum of £1,000,000 due to the Councils prior to the completing the new headleases. As mentioned in section 3.18 above, it is expected that the Joint Administrators will seek an increase of an additional £2,000,000 to the

facility agreement entered into with Longbow in order to cover the expected overage payment due to the Councils as owners of the head lease following the approval of planning permission.

Unsecured preferential creditors

- 6.7 None of the Companies had any employees as at the date of Administration. ASAL previously employed staff who were transferred to BCAL under a licence agreement in August 2013. Accordingly, there are no unsecured preferential creditors of the Companies.

Prescribed Part

- 6.8 There are provisions in the insolvency legislation that require the administrators to set aside a percentage of a company's assets for the benefit of the unsecured creditors in cases where the company gave a floating charge over its assets to a lender on or after 15 September 2003. This is known as the prescribed part of the company's net property. A company's net property is that amount left after paying the preferential creditors, but before paying the lender who holds a floating charge. The administrators have to set aside:

50% of the first £10,000

20% of the remaining net property up to a maximum of £600,000

- 6.9 The Companies provided floating charges to Longbow in June 2014. Given there is a qualified floating charge holder, the prescribed part provision will apply.
- 6.10 As creditors have been advised previously, solicitors have confirmed the rental income realised during the Administration should be treated as a fixed charge realisation under Longbow's legal mortgage and bank accounts have been opened for the rental income to be paid into. These accounts are under Longbow's control and authority is provided by Longbow for any payments made from these accounts. Accordingly, this will significantly reduce the value of any net property available to unsecured creditors of ASAL, Berk 1 and Berk 2, and at present I am unable to advise what the expected value of net property will be.
- 6.11 There is not expected to be any prescribed part distribution available to creditors of AS LLP or Berk GP.

Unsecured non-preferential creditors

- 6.12 As at the date of my Proposals, I was aware of unsecured non-preferential creditors of £1,499,520 for ASAL, in addition to the Longbow debt.
- 6.13 To date, in addition to the Longbow debt, I am aware of the following unsecured non-preferential creditor claims of ASAL:

Creditor	Amount (£)
Npower	141.86
Adur & Worthing Councils	388.86
The Board of the Pension Protection Fund	862,000.00
Citrus Pension Trustee Limited	24,000.00
Single Source Aviation Brighton LLP	248,207.00
Total	1,134,737.72

- 6.14 To date, in addition to the Longbow debt, I am aware of the following unsecured non-preferential creditor claims of Berk 1 & Berk 2:

Creditor	Amount (£)
British Gas	311.42
Adur & Worthing Councils	77,308.94
Total	77,620.36

- 6.15 I have received a proof of debt form from HMRC in relation to pre-appointment VAT due of £5,997 due under the Berkshire GP group registration.
- 6.16 The overall position between to the Companies and Single Source Aviation Brighton LLP may need to be reconciled should funds become available for unsecured creditors and/or shareholders.
- 6.17 Outside the period of this report, I have received the following additional proofs of debt:
- Egan Property Asset Management - £187,200.00
 - Single Source Aviation Brighton LLP - £444,610.00
 - Mr A Murley - £79,000.00
- 6.18 To be clear, none of the unsecured non-preferential creditor claims have been reviewed or accepted to date.
- 6.19 The Joint Administrators will adjudicate upon the non-preferential unsecured creditor claims if and when there are funds available to enable a dividend to be paid.

7. DIVIDEND PROSPECTS

Secured Creditors

- 7.1 Longbow will be relying on its fixed and floating charge to recover the outstanding balance owed to it. Based on expected realisations, there will be sufficient funds available to enable a distribution to be paid to the secured creditor of the Companies, however the value of any distribution is as yet uncertain and will be dependent upon the value of any sale completed for the Shoreham Airport site.

Unsecured preferential Creditors

- 7.2 As mentioned above, there are no unsecured preferential creditors of the Companies.

Unsecured non-preferential Creditors

- 7.3 Any distribution to unsecured creditors, is dependent upon the value realised from the sale of the Shoreham Airport site being sufficient to pay out Longbow's fixed charge debt in full, all costs of the Administration, including tax liabilities arising from the sale, and leave a surplus available to unsecured creditors. At present the quantum of funds, if any, that may be available for distribution to unsecured creditors is unknown.

8. COSTS AND EXPENSES

Joint Administrators' post appointment remuneration

- 8.1 Given a creditors' committee was not formed and that it was expected there would be insufficient funds available to enable a distribution to be made to unsecured creditors, other than by way of a prescribed part distribution, it was for the secured creditor to approve the Joint Administrators' remuneration.
- 8.2 On 5 January 2017, the secured creditor resolved for ASAL that "the Joint Administrators be remunerated on a time costs basis subject by reference to the time properly given by them and their staff in attending to matters arising in the Administration and that the Joint Administrators can only draw fees up to an amount of £95,235 plus VAT, as set out in the fees estimate circulated within the Joint Administrators' proposals. Should the Joint Administrators exceed the fee estimate, they shall seek authority from creditors to draw further fees".
- 8.3 On 5 January 2017, the secured creditor resolved for Berk 1 that "the Joint Administrators be remunerated on a time costs basis subject by reference to the time properly given by them and their staff in attending to matters arising in the Administration and that the Joint Administrators can only draw fees up to an amount of £30,420 plus VAT, as set out in the fees estimate circulated within the Joint Administrators' proposals. Should the Joint Administrators exceed the fee estimate, they shall seek authority from creditors to draw further fees".
- 8.4 On 5 January 2017, the secured creditor resolved for Berk 2 that "the Joint Administrators be remunerated on a time costs basis subject by reference to the time properly given by them and their staff in attending to matters arising in the Administration and that the Joint Administrators can only draw fees up to an amount of £30,420 plus VAT, as set out in the fees estimate circulated within the Joint Administrators' proposals. Should the Joint Administrators exceed the fee estimate, they shall seek authority from creditors to draw further fees".
- 8.5 Given the Administrations may now continue until 6 December 2019, in November 2017 I entered into discussions with Longbow to agree an increase to the Joint Administrators' remuneration for ASAL, Berk 1 and Berk 2. Full details of the costs incurred each month by the Joint Administrators and their staff to date, were provided to Longbow, along with an outline of future works to be undertaken during the course of the Administrations. Following which, it was agreed with Longbow that the Joint Administrators remuneration be increased to a fixed fee of £15,000 per month from 1 September 2017 onwards.
- 8.6 Longbow also approved that accrued unbilled Work in Progress to November 2017 of £231,000 be recovered at a rate of 50%, being £116,000, and that this be paid as and when funds permit. In addition Longbow also approved a new performance and results based fee structure be implemented.
- 8.7 As no fee approval had been sought for AS LLP or Berk GP, in February 2018 I sought approval from Longbow. On 22 February 2018 the secured creditor resolved for AS LLP that "the Joint Administrators remuneration be fixed by reference to the time properly given by them and their staff in dealing with the matters relating to the Administration, such time to be charged at the hourly charge out rates of the grade of staff undertaking the work at the time the work is undertaken and shall not exceed the amount of £4,728.00 as set out in the Joint Administrators correspondence dated 16 February 2018, without further approval from the secured creditor".

- 8.8 On 22 February 2018 the secured creditor resolved for Berk GP that “the Joint Administrators remuneration be fixed by reference to the time properly given by them and their staff in dealing with the matters relating to the Administration, such time to be charged at the hourly charge out rates of the grade of staff undertaking the work at the time the work is undertaken and shall not exceed the amount of £4,829.50 as set out in the Joint Administrators correspondence dated 16 February 2018, without further approval from the secured creditor”.
- 8.9 The Joint Administrators’ time costs for ASAL total £702,946.34 representing 2,255.91 hours and at average charge out rate of £311.60 per hour. An amount of £153,222.00 of this total was incurred during the period of this report, representing 475.80 hours at an average charge out rate of £322.03 per hour.
- 8.10 The Joint Administrators’ time costs for AS LLP total £7,925.00 representing 42.45 hours at an average charge out rate of £186.69 per hour. An amount of £1,675.50 of this total was incurred during the period of this report, representing 8.70 hours at an average charge out rate of £192.59 per hour.
- 8.11 The Joint Administrators’ time costs for Berk 1 total £93,045.50 representing 353.22 hours at an average charge out rate of £263.42 per hour. An amount of £7,566.50 of this total was incurred during the period of this report, representing 30.80 hours at an average charge out rate of £245.67 per hour.
- 8.12 The Joint Administrators’ time costs for Berk 2 total £46,297.00 representing 209.00 hours at an average charge out rate of £221.52 per hour. An amount of £1,749.50 of this total was incurred during the period of this report, representing 7.8 hours at an average charge out rate of £224.29 per hour.
- 8.13 The Joint Administrators’ time costs for Berk GP total £6,501 representing 34.50 hours at an average charge out rate of £188.43 per hour. An amount of £725.00 of this total was incurred during the period of this report, representing 5 hours at an average charge out rate of £145.00 per hour.
- 8.14 A schedule of these time costs is set out at Appendix III. Joint Administrators’ fees paid during the period covered by this report total £90,000 plus VAT for ASAL. It should be noted, that as shown in Appendix II, the remuneration paid to ASAL during this period, was paid from the Berk 1 and Berk 2 fixed charge bank account, under the control of Longbow.

Pre-Administration Costs

- 8.15 The only pre-appointment time costs incurred were by Menzies LLP, who were engaged to act by Longbow on 1 September 2016. Details of their pre-appointment fees are shown in section 8.22 below.
- 8.16 A Creditors’ guide to Administrators’ fees is available via the following link:
<https://www.menzies.co.uk/helping-you/business-recovery/fees-guide/> Creditors should refer to the guide for appointments made after September 2015.
- 8.17 Alternatively, it is available free of charge by contacting this office. Full details of those staff involved with the matter are as follows:

	<i>Rate Per hour from 1 October 2018</i>	<i>Rate Per hour from 10 May 2017</i>	<i>Rate Per hour from 1 October 2017</i>	<i>Rate per hour from 1 October 2016</i>	<i>Rate per hour from 1 October 2015</i>
	<i>£</i>	<i>£</i>	<i>£</i>	<i>£</i>	<i>£</i>
Partner/Director	375-505	365-505	365-505	315-505	330-505
Manager	250-345	225-295	225-295	225-345	210-400
Senior Administrator	215	210	195	185-230	175-230
Administrator	80-200	75-195	75-195	85-180	80-170
Support staff	95-100	80-95	80-95	105	54-75

Joint Administrators' disbursements

- 8.18 In relation to disbursements, where my firm has incurred a cost that is directly referable to this matter and payment is made to a third party, these have been reimbursed. A breakdown of the disbursements incurred and paid to date for the Companies is attached at Appendix III.
- 8.19 No disbursements have or will be claimed which, while directly referable to this matter, did not involve a payment to a third party. Neither will any cost be reimbursed which included an element of shared or allocated cost.

Professionals and sub-contractors

- 8.20 Where appropriate, professionals have been engaged to advise in relation to certain specialist matters.
- 8.21 The firms engaged to provide this specialist assistance were chosen on the basis of their experience and knowledge of the areas in which they are advising, taking into account the complexity of the assignment. They were contracted to be paid as set out below. The fees charged are reviewed for reasonableness, given the amount and level of work undertaken.
- 8.22 Below is a breakdown of the pre-appointment professional costs incurred:

Charged By	Brief Description of the Services Provided	Basis of Fees	Total Incurred	Amount Paid
Menzies LLP	Advice regarding security held and potential enforcement action	Fixed Fee	£8,000 plus VAT & disbursements	£8,000 plus VAT & disbursements

- 8.23 Menzies LLP were engaged by Longbow on 1 September 2016 to advise Longbow in relation to their security held and enforcement options available to them, whilst understanding the group structure and the effect of any enforcement action. Advice was given to Longbow of the advantages and disadvantages of placing the Companies into administration, and other potential exit strategies for Longbow.
- 8.24 Please see below a breakdown of the post-appointment professional fees that have been or will be incurred in the period by the Group. An additional breakdown of the professional fees incurred by and paid to professional advisors and specialists to assist with the land development and building refurbishments is attached at Appendix IV.

Charged by and fee basis	Brief description of services to be provided	Original Estimate for Group of Companies	Subsequent Estimate for Group of Companies	Total Incurred during the period of this report	Total paid during the period of this report	Total incurred to Date	Total paid to date
Gowlings WLG (UK) LLP – Time costs	Legal Advice (ongoing advice and assistance in relation to numerous matters)	£30,000 plus VAT and disbursements	£700,000 plus VAT and disbursements	£180,967 plus VAT & disbursements	£127,972 plus VAT & disbursements	£500,990 plus VAT & disbursements	£447,995 plus VAT & disbursements
TLT LLP – Time costs basis	Legal Advice (in relation to new Longbow facility)	N/A	£20,000 plus VAT	Nil	Nil	£23,283 plus VAT	£23,283 plus VAT
Tavis House Properties Limited - Fixed Fee	Land Development Management	£50,000 plus VAT and disbursements	£100,000 plus VAT & disbursement. Plus performance fee based on sale price	Nil	£50,000 plus VAT	£154,495 plus VAT	£154,495 plus VAT
Forsters LLP - Time costs basis	Legal advice (Group structure)	£5,000 plus VAT	N/A	Nil	Nil	£7,3034 plus VAT	£7,3034 plus VAT
Egan Property Asset Management Limited – Fixed Fee	Property management	£60,000 per annum to 07/07/2017	N/A	Nil	Nil	£30,000 plus VAT	£30,000 plus VAT
SJ Higgins – Fixed fee	Property management	N/A	£60,000 per annum from 01/07/2017	£31,850 plus disbursements & plus VAT	£61,850 plus disbursements & plus VAT	£133,875 plus VAT	£95,654 plus disbursements plus VAT
Sampson Arnold Ltd – percentage of realisations	Business Rates Refund	£3,266 plus VAT	£3,266 plus VAT	Nil	Nil	£3,266 plus VAT	£3,266 plus VAT
Avire UK Lettings Ltd – percentage of realisation	Property agents (Business rates savings)	£2,831 plus VAT	N/A	Nil	Nil	£2,831 plus VAT	£2,831 plus VAT
Graves Son & Pilcher – Percentage of Income	Marketing and arranging short term lets	£5,000 plus VAT	£45,000 plus VAT	£7,000 plus VAT	£7,000 plus VAT	£41,656 plus VAT	£41,656 plus VAT
Stiles Harold Williams partnership LLP	Marketing and arranging short term lets	£5,000 plus VAT	£5,000 plus VAT	£5,000 plus VAT	£5,000 plus VAT	£5,000 plus VAT	£5,000 plus VAT
Savills Plc	Marketing the site for sale and liaising with	£350,000 plus VAT	N/A	Nil	Nil	Nil	Nil

	interested parties						
Menzies LLP – Fixed fee	The preparation of pre and post appointment tax returns, and tax advice regarding any future sale	£3,000 pre – appointment returns & £275 per return post appointment & £20,000 plus VAT for advice	N/A	Nil	£6,000 plus VAT	£6,000 plus VAT	£6,000 plus VAT

- 8.25 Gowlings has been engaged to provide legal advice, review and prepare documents including management agreements, lease agreements, letters of engagement, deeds of grant, heads of terms and title reports. They have liaised with the EA, BCAL, NMF, the Councils and potential purchaser on behalf of the Joint Administrators. These costs will be incurred on a time costs basis, and as there are a number of complex agreements to be negotiated the estimate has increased. An amount of £180,967, plus VAT, has been incurred by Gowlings during the period of this report and an amount of £127,972, plus VAT, paid during the period of this report. The total estimated to be paid to Gowlings has been increased by a further £250,000 plus VAT and disbursements.
- 8.26 TLT LLP ("TLT") were engaged to assist with advice and preparation of documents regarding the new facility agreement entered into with Longbow. No amount has been incurred or paid to TLT during the period of this report.
- 8.27 Tavis House were originally engaged to assist with providing services to obtain planning and development consent and to provide project co-ordination on a fixed fee basis of £50,000 plus VAT and disbursements. As advised in my last report, given the significant increase in the amount of work undertaken, the fee was increased to £100,000 plus VAT and disbursements. Following discussions with Longbow, an additional performance based agreement was entered into with Tavis House, and an advance payment of £50,000 was paid during the previous reporting period. No amount as been paid to Tavis House during this reporting period.
- 8.28 Forsters LLP were engaged by the Companies prior to the Administrations, and initially provided advice regarding the existing lease agreement and the group structure and debt position. No amount has been incurred or paid by Forsters LLP during the period of this report.
- 8.29 Egan Property Asset management Limited ('EPAM') were engaged to act as property managers on an annual fixed fee basis of £60,000 per year until 1 July 2017. No amount has been incurred or paid to EPAM during the period of this report.
- 8.30 Higgins were engaged on 1 July 2017 to act as property managers on an annual fixed fee basis of £60,000 per year. Higgins services include but are not be limited to, assisting with collecting rents and service charges, maintaining the properties in accordance with the relevant terms, overseeing the completion of all necessary works and repairs and maintaining all necessary books and records.
- 8.31 During this reporting period a number of outstanding accounts have been reconciled and additional information provided by Higgins. A number of Higgins outstanding invoices were therefore settled during this reporting period. Accordingly an amount of £61,850 plus VAT has

been paid to Higgins during this reporting period, which also includes an amount of £1,850 incurred in relation to assisting with the completion of a new lease agreements.

- 8.32 Sampson Arnold Ltd were engaged to assist with the recovery of business rates refunds due to the Companies. They were engaged to be paid on a commission of 14% of recoveries. No amount has been incurred or paid to Sampson Arnold Ltd during the period of this report.
- 8.33 Avire UK Lettings Ltd were engaged to assist with business rates saving and recoveries. No amount has been incurred or paid to Avire UK Lettings Ltd, during the period of this report.
- 8.34 Graves Son & Pilcher LLP, ("GS&P") are real estate agents who have been engaged to market and arrange lettings of the vacant sites. An amount of £7,000 plus VAT has been paid to GS&P during this reporting period.
- 8.35 Stiles Harold Williams Partnership LLP were instructed jointly with GS&P to market and seek a tenant for the vacant premises at Premier House, on a fee basis of 5% of the commencing annual rent. An amount of £5,000 plus VAT was incurred and paid during the period of this report.
- 8.36 Savills Plc have been engaged on a fee basis of up to £350,000, subject to the final sale price achieved. No amount has been paid during the period of this report.
- 8.37 Menzies LLP have been authorised to deal with all matters of corporation tax. An amount of £6,000 was paid during the period of this report, which related to an outstanding invoice for previous work undertaken. It is expected additional work will now be undertaken by Menzies LLP tax department in relation to VAT and corporation tax advice on any sale proceeds.

Creditors' rights to request information

- 8.38 Any secured creditor, or an unsecured creditor with the support of at least 5% in value of the unsecured creditors, or any unsecured creditor with the leave of court, may (in writing) request the Joint Administrators to provide additional information regarding remuneration or expenses already supplied within this report. In accordance with Rule 18.9 of the Rules, such a request or application for leave must be made within 21 days of receipt of this report.

Creditors' right to challenge remuneration and/or expenses

- 8.39 Any secured creditor, or an unsecured creditor with the support of at least 10% in value of the unsecured creditors or with the permission of the court, may apply to court for one or more orders under Rule 18.36(4) of the Rules. In accordance with Rule 18.34(3), such applications must be made within 8 weeks of receipt of this report.

9 DATA PROTECTION NOTICE

- 9.1 The Joint Liquidators are data controllers of personal data as defined by the relevant provisions of the applicable data protection legislation. Menzies LLP will act as a data processor on their instructions. Personal data will be kept secure and processed only for matters relating to the insolvency appointment. Full details of our privacy notice is at the following link: <https://www.menzies.co.uk/legal/>.

10. CONCLUDING REMARKS

- 10.1 I am continuing to operate the business for ASAL, Berk 1 and Berk 2 with the approval of the secured creditor, with the intention of developing the airport site as a whole in order to improve the overall asset and increase its overall value. This is a medium term strategy with the hope of resulting in a sale of the land and property without being on a forced sale basis.
- 10.2 My next report will be sent to creditors within one month of the three year anniversary of the Administrations.
- 10.3 If any creditor has any information concerning the Companies' affairs that they would like to bring to my attention then I would be pleased to hear from you.
- 10.4 Should creditors have any queries regarding the report or the conduct of the Administrations, please contact Caroline Davenport of my office.

Yours faithfully

For and on behalf of

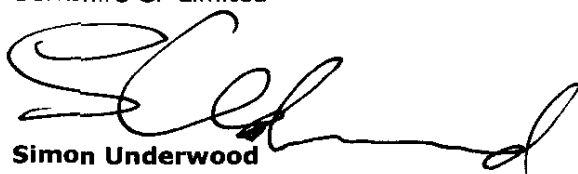
Albemarle Airport Limited

Albemarle(Shoreham) LLP

Berkshire Nominee 1 Limited

Berkshire Nominee 2 Limited

Berkshire GP Limited



Simon Underwood
Joint Administrator

The affairs, business & property of the Companies are being managed by the Joint Administrators, acting as agents of the Companies, without any personal liability.

The officeholders are data controllers of personal data as defined by the relevant provisions of the applicable data protection legislation. Menzies LLP will act as data processor on their instructions. Personal data will be kept secure and processed only for matters relating to their insolvency appointment. Full details of our privacy notice is at the following link: <https://www.menzies.co.uk/legal/>

APPENDIX I

Statutory Information

STATUTORY INFORMATION – ALBEMARLE SHOREHAM AIRPORT LIMITED

Date of Incorporation 18 February 2008

Registered Number 06506097

Company Directors

<u>Name</u>	<u>From</u>	<u>To</u>
Geoffrey Egan	16/06/2014	Current
Geoffrey Egan	14/04/2008	22/02/2014
Albemarle(Shoreham) LLP	31/07/2013	Current
Mark Parsons	03/12/2010	13/09/2016
Richard Belfield	31/07/2013	16/06/2014

Shareholders

<u>Name</u>	<u>Type</u>	<u>Number Held</u>
Albemarle(Shoreham) LLP	Ordinary	2

Trading address Shoreham Airport
Cecil Pashley Way
Shoreham-by-Sea, BN43 5FF

Registered Office

Current:

C/o Menzies LLP
Lynton House
7-12 Tavistock Square
London, WC1H 9LT

Formerly:

C/o Shelley Stock Hutter LLP
1st Floor, 7-10 Chandos Street
London, W1G 9DQ

Bankers

Coutts & Company

Secured Creditor

<u>Name of Creditor</u>	<u>Type of Security</u>	<u>Date Created</u>	<u>Date Registered</u>
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charge	31/08/2017	05/09/2017
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charges	16/06/2014	20/06/2014
Longbow Investment No. 3 S.A.R.L.	Fixed Charge	16/06/2014	20/06/2014
Berkshire Nominee 1 Limited, Berkshire Nominee 2 Limited, Albemarle (Shoreham) LLP	Fixed & Floating Charge	23/10/2013	24/10/2013
*Coutts & Company	Fixed & Floating Charge	26/09/2009	04/09/2009

**It should be noted that Companies House states that Coutts & Company hold a fixed and floating charge over ASAL. The Joint Administrators have written to Coutts, who have confirmed they hold no charge over the Company, however a notice of satisfaction has not been filed at companies House.*

STATUTORY INFORMATION – ALBEMARLE(SHOREHAM) LLP

Date of Incorporation 22 December 2006

Registered Number OC325054

LLP Designated Member

<u>Name</u>	<u>From</u>	<u>To</u>
Geoffrey Egan	16/06/2014	Current
Single Source Aviation Brighton LLP	16/06/2014	Current

Trading address Shoreham Airport
Cecil Pashley Way
Shoreham-by-Sea, BN43 5FF

Registered Office Current:

C/o Menzies LLP
Lynton House
7-12 Tavistock Square
London, WC1H 9LT

Formerly:

C/o Shelley Stock Hutter LLP
1st Floor, 7-10 Chandos Street
London, W1G 9DQ

Bankers Coutts & Company

Secured Creditor

<u>Name of Creditor</u>	<u>Type of Security</u>	<u>Date Created</u>	<u>Date Registered</u>
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charge	31/08/2017	05/09/2017
Longbow Investment No. 3 S.A.R.L.	Fixed	16/06/2014	20/06/2014
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charges	16/06/2014	20/06/2014

STATUTORY INFORMATION – BERKSHIRE NOMINEE 1 LIMITED

Date of Incorporation 13 July 2005

Registered Number 05507175

Director

<u>Name</u>	<u>From</u>	<u>To</u>
Geoffrey Egan	22/03/2007	Current
Albemarle(Shoreham) LLP	16/06/2014	Current
Richard Belfield	20/02/2014	16/06/2014
Ian Jacques	20/05/2011	20/02/2014
Mark Parsons	22/12/2010	20/02/2014

Shareholders

<u>Name</u>	<u>Type</u>	<u>Number Held</u>
Berkshire GP Limited	Ordinary	1

Trading address

Shoreham Airport
Cecil Pashley Way
Shoreham-by-Sea, BN43 5FF

Registered Office

Current:

C/o Menzies LLP
Lynton House
7-12 Tavistock Square
London, WC1H 9LT

Formerly:

C/o Shelley Stock Hutter LLP
1st Floor, 7-10 Chandos Street
London, W1G 9DQ

Bankers

Coutts & Company

Secured Creditor

<u>Name of Creditor</u>	<u>Type of Security</u>	<u>Date Created</u>	<u>Date Registered</u>
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charge	31/08/2017	05/09/2017
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charge	16/06/2014	20/06/2014
*Nationwide Building Society	Supplemental Legal Charge	02/04/2012	04/04/2012
Nationwide Building Society	Supplemental Composite Charge	30/06/2006	03/07/2006
Nationwide Building Society	Supplemental Composite Charge	21/12/2005	22/12/2005
Nationwide Building Society	Supplemental Composite Charge	15/11/2005	21/11/2005
Nationwide Building Society	Composite Debenture	14/10/2005	18/10/2005

**It should be noted that Companies House lists a number of outstanding charges registered against the Companies in favour of Nationwide Building Society ("Nationwide"). It is understood nationwide were paid out in full when the facility agreement with was taken out with Longbow, however a notices of satisfaction of charge have yet to be lodged with Companies House.*

STATUTORY INFORMATION – BERKSHIRE NOMINEE 2 LIMITED

Date of Incorporation 21 July 2005

Registered Number 05514942

Directors

<u>Name</u>	<u>From</u>	<u>To</u>
Geoffrey Egan	02/03/2007	Current
Albemarle(Shoreham) LLP	20/02/2014	Current
Ian Jacques	20/05/2011	20/02/2014
Mark Parsons	22/12/2010	20/02/2014

Members

<u>Name</u>	<u>Type</u>	<u>Number Held</u>
Berkshire Limited	GP Ordinary	1

Trading address

Shoreham Airport
Cecil Pashley Way
Shoreham-by-Sea, BN43 5FF

Registered Office

Current:

C/o Menzies LLP
Lynton House
7-12 Tavistock Square
London, WC1H 9LT

Formerly:

C/o Shelley Stock Hutter LLP
1st Floor, 7-10 Chandos Street
London, W1G 9DQ

Bankers

Coutts & Company

Secured Creditor

<u>Name of Creditor</u>	<u>Type of Security</u>	<u>Date Created</u>	<u>Date Registered</u>
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charge	31/08/2017	05/09/2017
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charge	16/06/2014	20/06/2014
*Nationwide Building Society	Supplemental Legal Charge	02/04/2012	04/04/2012
Nationwide Building Society	Supplemental Composite Charge	30/06/2006	03/07/2006
Nationwide Building Society	Supplemental Composite Charge	21/12/2005	22/12/2005
Nationwide Building Society	Supplemental Composite Charge	15/11/2005	21/11/2005
Nationwide Building Society	Composite Debenture	14/10/2005	18/10/2005

**It should be noted that Companies House lists a number of outstanding charges registered against the Companies in favour of Nationwide Building Society ("Nationwide"). It is understood nationwide were paid out in full when the facility agreement with was taken out with Longbow, however a notices of satisfaction of charge have yet to be lodged with Companies House.*

STATUTORY INFORMATION – BERKSHIRE GP LIMITED

Date of Incorporation 13 July 2005

Registered Number 05507172

Company Directors

<u>Name</u>	<u>From</u>	<u>To</u>
Geoffrey Egan	22/03/2007	Current
Mark Parsons	27/08/2007	Current

Shareholders

<u>Name</u>	<u>Type</u>	<u>Number Held</u>
Albemarle(Shoreham) LLP	Ordinary	2

Trading address

Shoreham Airport
Cecil Pashley Way
Shoreham-by-Sea, BN43 5FF

Registered Office

Current:

C/o Menzies LLP
Lynton House
7-12 Tavistock Square
London, WC1H 9LT

Formerly:

C/o Shelley Stock Hutter LLP
1st Floor, 7-10 Chandos Street
London, W1G 9DQ

Bankers

Coutts & Company

Secured Creditor

<u>Name of Creditor</u>	<u>Type of Security</u>	<u>Date Created</u>	<u>Date Registered</u>
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charge	31/08/2017	19/09/2017
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charge	31/08/2017	02/09/2017
Longbow Investment No. 3 S.A.R.L.	Fixed & Floating Charge	16/06/2014	20/06/2014
*Nationwide Building Society	Supplemental Legal Charge	02/04/2012	04/04/2012
Nationwide Building Society	Supplemental Composite Charge	30/06/2006	03/07/2006
Nationwide Building Society	Supplemental Composite Charge	21/12/2005	22/12/2005
Nationwide Building Society	Supplemental Composite Charge	15/11/2005	21/11/2005
Nationwide Building Society	Composite Debenture	14/10/2005	18/10/2005

**It should be noted that Companies House lists a number of outstanding charges registered against the Companies in favour of Nationwide Building Society ("Nationwide"). It is understood nationwide were paid out in full when the facility agreement with was taken out with Longbow, however a notices of satisfaction of charge have yet to be lodged with Companies House.*

APPENDIX II

Joint Administrators' receipts and payments account

Albemarle (Shoreham) LLP (In Administration)

Receipts and Payments Account

7 September 2018 to 6 March 2019

	From 07/09/2016 To 06/09/2018 £	From 07/09/2018 To 06/03/2019 £	Total £
Receipts			
	<u>NIL</u>	<u>NIL</u>	<u>NIL</u>
Payments			
	<u>NIL</u>	<u>NIL</u>	<u>NIL</u>
Balance	<u><u>NIL</u></u>	<u><u>NIL</u></u>	<u><u>NIL</u></u>

Albemarle Shoreham Airport Limited (In Administration)

Receipts and Payments Summary 7 September 2018 to 6 March 2019

	From 07/09/2016 to 06/09/2018	From 07/09/2016 to 06/09/2018	From 07/09/2016 to 06/09/2018	From 07/09/2016 to 06/09/2018	From 07/09/2018 to 06/03/2019	From 07/09/2018 to 06/03/2019	From 07/09/2018 to 06/03/2019	From 07/09/2018 to 06/03/2019	From 07/09/2016 to 06/03/2019
	Administration Account (£)	Fixed Charge Rent Account (£)	Managing Agents Account (£)	Total (£)	Administration Account (£)	Fixed Charge Rent Account (£)	Managing Agents Account (£)	Total (£)	Total (£)
Receipts									
Transferred from Agents to Administration Account	11,155.35	-	(27,249.11)	(16,093.76)	-	-	-	-	(16,093.76)
Cash at Bank	10,890.37	-	-	10,890.37	-	-	-	-	10,890.37
Secured Creditor Advance	146,000.00	-	-	146,000.00	-	-	-	-	146,000.00
Development Facility Advance	2,000,000.00	-	-	2,000,000.00	1,000,000.00	-	-	1,000,000.00	3,000,000.00
Environment Agency Compensation	200,000.00	-	-	200,000.00	-	-	-	-	200,000.00
Rental Income	40,926.79	-	77,415.86	118,342.65	-	-	311.75	311.75	118,654.40
Security Charges	6,592.14	-	3,436.25	10,028.39	-	-	-	-	10,028.39
Estate Service Charge	39.32	-	1,415.00	1,454.32	-	-	-	-	1,454.32
Water	1,581.63	-	1,755.88	3,337.51	-	-	-	-	3,337.51
Grazing	124.70	-	187.05	311.75	-	-	-	-	311.75
Transfer of Group Funds	386,233.77	16,093.76	2,661.51	404,989.04	-	-	-	-	404,989.04
Bank Interest Gross	615.44	8.12	-	623.56	100.03	7.99	-	108.02	731.58
Total Receipts	2,804,159.51	16,101.88	59,622.44	2,879,883.83	1,000,100.03	7.99	311.75	1,000,419.77	3,880,303.60
Total Payments									
Office Holders Fees	211,000.00	-	-	211,000.00	-	-	-	-	211,000.00
Office Holders Disbursements	536.30	-	-	536.30	-	-	-	-	536.30
Legal Fees and Disbursements	175,416.81	-	-	175,416.81	4,210.00	-	-	4,210.00	179,626.81
Pre-appointment Fees	8,000.00	-	-	8,000.00	-	-	-	-	8,000.00
Distribution to secured creditor	100,000.00	-	-	100,000.00	12,000.00	-	-	12,000.00	112,000.00
Longbow Arrangement Fees and Costs	61,075.00	-	-	61,075.00	-	-	-	-	61,075.00
Land Development Costs	526,604.14	-	-	526,604.14	12,537.00	-	-	12,537.00	539,141.14
Property Upgrade costs	1,125,743.40	-	-	1,125,743.40	130,610.00	-	-	130,610.00	1,256,353.40
Contribution to Rent	78,205.00	-	-	78,205.00	-	-	-	-	78,205.00
Property Agents Costs	16,084.58	-	-	16,084.58	7,000.00	-	-	7,000.00	23,084.58
Stamp Duty Land Costs	-	-	-	-	44,500.00	-	-	44,500.00	44,500.00
Land / Company Registration Fees	-	-	-	-	1,045.00	-	-	1,045.00	1,045.00
Deferred Headlease Payment	-	-	-	-	1,013,589.00	-	-	1,013,589.00	1,013,589.00
ReGear Of Airport Land and Commercial Land	-	-	-	-	100,000.00	-	-	100,000.00	100,000.00
Tax Agents Fees	-	-	-	-	6,000.00	-	-	6,000.00	6,000.00
Transfer of Group Funds	80,000.00	-	37,896.81	117,896.81	-	-	-	-	117,896.81
Statutory Advertising	153.00	-	-	153.00	-	-	-	-	153.00
Bank charges	25.00	-	-	25.00	-	-	-	-	25.00
BCAL - car park transfer	-	-	21,249.99	21,249.99	-	-	-	-	21,249.99
Utilities	123.98	-	-	123.98	-	-	-	-	123.98
Room Hire	80.00	-	-	80.00	-	-	-	-	80.00
Repairs & Maintenance	-	-	525.78	525.78	-	-	-	-	525.78
	2,383,047.21	-	59,672.58	2,442,719.79	1,331,491.00	-	-	1,331,491.00	3,774,210.79
Balance	421,112.30	16,101.88	(50.14)	437,164.04	(331,390.97)	7.99	311.75	(331,071.23)	106,092.81
Made up of									
Cash at Bank - Administration account									80,275.74
Cash at Bank - Managing Agents Account									748.20
Cash at Bank - Fixed Charge Bank Account									16,113.57
VAT Payable									-
VAT Receivable									8,955.30
									106,092.81

**Berkshire Nominee 1 Limited and
Berkshire Nominee 2 Limited (Both In Administration)**

**Receipts and Payments Summary
7 September 2018 to 6 March 2019**

	From 07/09/2016 to 06/09/2018	From 07/09/2016 to 06/09/2018	From 07/09/2016 to 06/09/2018	From 07/09/2016 to 06/09/2018	From 07/09/2018 to 06/03/2019	From 07/09/2018 to 06/03/2019	From 07/09/2018 to 06/03/2019	From 07/09/2018 to 06/03/2019	From 07/09/2018 to 06/03/2019
	Administration Account (£)	Fixed Charge Rent Account (£)	Managing Agents Account (£)	Total (£)	Administration Account (£)	Fixed Charge Rent Account (£)	Managing Agents Account (£)	Total (£)	Total (£)
Receipts									
Transfer (Higgins to Administration Account)	727,836 10	538,406 24	(1,266,242 34)	-	-	350,000 00	(350,000 00)	-	-
Cash held Pre-appointment	-	-	64,828 55	64,828 55	-	-	-	-	64,828 55
Transfer of Group Funds	80,000 00	-	37,896 81	117,896 81	-	-	-	-	117,896 81
Landlords Costs	900 00	-	-	900 00	-	-	-	-	900 00
Rental Income	249 40	-	1,356,777 98	1,357,027 38	-	-	425,346 22	425,346 22	1,782,373 60
Rates Refund	23,330 15	-	-	23,330 15	-	-	-	-	23,330 15
Security Charges	-	-	48,405 56	48,405 56	-	-	-	-	48,405 56
Insurance	870 80	-	4,511 67	5,382 47	-	-	-	-	5,382 47
Water	-	-	2,870 83	2,870 83	-	-	-	-	2,870 83
Service Charge Contributions	-	-	111,997 46	111,997 46	-	-	36,659 83	36,659 83	148,657 29
Payment in Advance	-	-	12,709 20	12,709 20	-	-	-	-	12,709 20
CRAR	-	-	75 00	75 00	-	-	-	-	75 00
Electric	-	-	702 35	702 35	-	-	-	-	702 35
Dilapidations	-	-	1,020 00	1,020 00	-	-	-	-	1,020 00
Lease Premiums / Variations	62,250 00	-	68,000 00	130,250 00	-	-	-	-	130,250 00
Bank Interest	173 15	21 07	-	194 22	18 23	18 45	-	36 68	230 90
Sundry	526 03	-	-	526 03	-	-	-	-	526 03
Total	896,135.63	538,427.31	443,553.07	1,878,116.01	18.23	350,018.45	112,006.05	462,042.73	2,340,158.74
Payments									
Office Holders Fees	60,000 00	165,000 00 *	-	225,000 00	-	90,000 00 *	-	90,000 00	315,000 00
Office Holders Disbursements	840 00	-	-	840 00	-	-	-	-	840 00
Distribution to secured creditor	100,000 00	20,152 00	-	120,152 00	-	-	-	-	120,152 00
Legal Fees	32,238 93	145,383 00	-	177,621 93	-	123,762 32	-	123,762 32	301,384 25
Agents Fees	12,117 34	20,000 00	-	32,117 34	5,000 00	-	-	5,000 00	37,117 34
Property Management Fees	6,656 90	-	40,000 00	46,656 90	-	-	61,850 00	61,850 00	108,506 90
Undertaking for Council's Legal Fees	-	30,000 00	-	30,000 00	-	-	-	-	30,000 00
Transfer of Group Funds	395,000 00	-	-	395,000 00	-	-	-	-	395,000 00
Land Developments Fees	63,128 50	-	5,758 38	68,886 88	-	-	-	-	68,886 88
Non Recoverable Rental Expenses	-	-	22,370 09	22,370 09	-	-	9,914 62	9,914 62	32,284 71
Insurance	-	89,496 32	-	89,496 32	-	93,536 36	-	93,536 36	183,032 68
Service Charge Costs	-	-	152,864 91	152,864 91	-	-	65,106 73	65,106 73	217,971 64
Cleaning	-	-	3,389 85	3,389 85	-	-	-	-	3,389 85
Electricity	-	-	30,345 15	30,345 15	-	-	583 76	583 76	30,928 91
Gas	-	-	2,656 68	2,656 68	-	-	-	-	2,656 68
Fire Precautions	-	-	1,414 08	1,414 08	-	-	-	-	1,414 08
Water	-	-	15,790 19	15,790 19	-	-	-	-	15,790 19
Health & Safety	-	-	3,302 36	3,302 36	-	-	-	-	3,302 36
Repairs and Maintenance	-	-	41,095 94	41,095 94	-	-	10,541 00	10,541 00	51,636 94
Security	-	-	49,965 81	49,965 81	-	-	-	-	49,965 81
Sundries	-	-	190 61	190 61	-	-	-	-	190 61
Rates	3,692 78	-	89,524 34	93,217 12	-	-	-	-	93,217 12
Professional Fees	-	-	7,920 23	7,920 23	-	-	-	-	7,920 23
Legal & Professional	-	-	350 00	350 00	-	-	-	-	350 00
Debt Recovery	-	-	705 00	705 00	-	-	-	-	705 00
Bank Charges	50 00	-	142 42	192 42	-	-	-	-	192 42
Total	673,724 45	470,031 32	467,786 04	1,611,541 81	5,000.00	307,298.68	147,996.11	460,294.79	2,071,836.60
Total	222,411.18	68,395.99	(24,232.97)	266,574.20	(4,981.77)	42,719.77	(35,990.06)	1,747.94	268,322.14

Made up of:

Balance in Fixed Charge Rent Account
Balance in Higgins
Balance in Berkshire Nominee 1 Ltd
Balance in Berkshire Nominee 2 Ltd
VAT Payable
VAT Receivable

2,383 63
231,227 87
23,965 02
2,913 88
7,831 94

*As advised in the report, this amount was paid against the remuneration incurred under Albemarle Shoreham Airport Limited

268,322.14

**Berkshire GP Limited
(In Administration)**

Receipts and Payments Account

7 September 2018 to 6 March 2019

	From 07/09/2016 To 06/09/2018 £	From 07/09/2018 To 06/03/2019 £	Total £
Receipts			
	<u>NIL</u>	<u>NIL</u>	<u>NIL</u>
Payments			
	<u>NIL</u>	<u>NIL</u>	<u>NIL</u>
Balance	<u>NIL</u>	<u>NIL</u>	<u>NIL</u>

APPENDIX III

Analysis of post appointment time costs

ALBEMARLE SHOREHAM AIRPORT LIMITED - IN ADMINISTRATION

Analysis of Joint Administrators' Time Costs Period 7 September 2018 to 6 March 2019

Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 September 2018							1,760.11	546,724.34
Administration and planning	13.20	43.40	45.80	-	31.30	140.00	41,679.50	297.71
Creditors	-	-	20.90	-	14.00	34.90	7,524.00	215.59
Investigations	-	-	1.20	-	-	1.20	300.00	250.00
Realisation of assets	0.80	182.40	44.90	-	7.60	235.70	86,208.00	365.76
Statutory	-	1.00	12.70	-	0.20	13.90	3,375.00	242.81
Trading	-	10.90	39.20	-	-	50.10	14,134.50	282.13
Hours	14.00	237.70	164.70	-	6.30	475.80	153,222.00	322.03
Charge (£)	6,991.50	96,261.50	40,700.00	-	1,223.00	-	153,222.00	322.03
Total time costs						2,255.91	702,946.34	311.60

Fees Charged and Paid

For the period 07/09/2016 - 06/03/2017
 For the period 07/03/2016 - 06/03/2017
 For the period 07/09/2017 - 06/03/2018
 For the period 07/03/2017 - 06/03/2018
 For the period 07/03/2018 - 06/03/2019

As advised in the report, this amount has been paid from the fixed charge account of
 Berkshire Nominee 1 Limited and Berkshire Nominee 2 Limited

Balance Outstanding

Summary of Joint Administrators' Disbursements Incurred & Paid

Nature:	Incurring to 07-Sep-16	Paid to 07-Sep-16	Incurring to 07-Mar-17	Paid to 07-Mar-17	Incurring to 07-Sep-17	Paid to 07-Sep-17	Incurring to 07-Mar-18	Paid to 07-Mar-18	Incurring to 07-Sep-18	Paid to 07-Sep-18	Incurring to 07-Mar-19	Paid to 07-Sep-19	Total Incurred	Total Paid
Courier Costs	0.00	0.00	15.83	0.00	9.07	0.00	29.79	0.00	37.41	0.00	0.00	0.00	92.10	0.00
Travel & Subsistence	54.88	27.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.88	27.78
Specific penalty bond	320.00	320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	320.00	320.00
Room Hire	0.00	0.00	0.00	0.00	0.00	0.00	80.00	80.00	0.00	0.00	0.00	0.00	80.00	80.00
Rail Fares	39.20	39.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.20	39.20
	414.08	386.98	15.83	0.00	9.07	0.00	109.79	80.00	37.41	0.00	0.00	0.00	546.18	446.98

ALBEMARLE(SHOREHAM) LLP - IN ADMINISTRATION

Analysis Joint Administrators' of Time Costs
Period 7 September 2018 to 6 March 2019

Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 September 2018							33.75	6,248.50
Administration and planning	-	0.30	0.70	-	5.70	0.40	7.10	1,152.50
Creditors	-	1.00	0.40	-	-	-	1.40	495.00
Investigations	-	-	-	-	-	-	-	-
Realisation of assets	-	-	-	-	-	-	-	-
Trading	-	-	-	-	-	-	-	-
Statutory	-	-	-	-	-	-	-	-
Hours	-	1.30	1.10	-	0.20	0.20	2.80	140.00
Charge (£)	0.00	526.50	265.00	0.00	806.00	78.00	1,675.50	192.59
Total time costs						42.45	7,925.00	186.69

Fees Charged & Paid
For the period ended 06/03/2017
For the period ended 06/09/2017
For the period ended 06/03/2018
For the period ended 06/09/2018
For the period ended 06/03/2019

Balance Outstanding

Summary of Joint Administrators' Disbursements Incurred & Paid

Nature:	Incurring	Paid	Incurring	Paid	Incurring	Paid	Incurring	Paid	Incurring	Paid	Total Incurred	Total Paid
Specific penalty bond	07-Sep-16	07-Sep-16	07-Mar-17	07-Mar-17	07-Sep-17	07-Sep-17	07-Mar-18	07-Mar-18	07-Sep-18	07-Sep-18		
	£	£	£	£	£	£	£	£	£	£	£	£
	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00
	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00

Berkshire Nominee 1 Ltd (In Administration)

Analysis of Joint Administrators' Time Costs Period 7 September 2018 to 5 March 2019

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 September 2018							322.42	85,479.00	265.12
Administration and planning	1.90	-	1.80	-	8.90	6.70	19.30	3,928.00	203.52
Creditors	-	0.70	4.30	-	-	-	5.00	1,353.50	270.70
Statutory	-	0.70	0.60	-	0.20	-	1.50	461.50	307.67
Investigations	-	-	0.20	-	-	-	0.20	50.00	250.00
Realisation of assets	-	1.00	1.10	-	-	-	2.10	680.00	323.81
Trading	-	2.70	-	-	-	-	2.70	1,093.50	405.00
Hours	1.90	5.10	8.00	-	9.10	6.70	30.80		
Charge	957.50	2,065.50	1,962.50	-	1,278.00	1,303.00		7,566.50	245.67
Total Time Costs							353.22	93,045.50	263.42

Fees Drawn
for the period ended 06/03/2017 10,000.00
for the period ended 06/09/2017 10,000.00
for the period ended 06/03/2018 10,000.00
for the period ended 06/09/2018 -
for the period ended 06/03/2019 30,000.00

Balance Outstanding

30,000.00
63,045.50

Summary of Joint Administrators' Disbursements Incurred & Paid

	Incurring Period	Paid Period	Incurring Period	Paid Period	Incurring Period	Paid Period	Incurring Period	Paid Period	Total Incurred	Total Paid
Nature:	07-Sep-16 to 06-Mar-17	07-Sep-16 to 06-Mar-17	07-Mar-17 to 06-Sep-17	07-Mar-17 to 06-Sep-17	07-Sep-17 to 06-Mar-18	07-Sep-17 to 06-Sep-18	07-Mar-18 to 06-Sep-18	07-Sep-18 to 06-Mar-19		
Counter Costs	£ 0.00	£ 0.00	£ 14.08	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 14.08	£ 0.00
Specific penalty bond	420.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	420.00	420.00
	420.00	420.00	14.08	0.00	0.00	0.00	0.00	0.00	<u>434.08</u>	<u>420.00</u>

BERKSHIRE NOMINEE 2 LIMITED - IN ADMINISTRATION

Analysis of Joint Administrators' Time Costs Period 7 September 2018 to 6 March 2019

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 September 2018							201.20	44,547.50	221.41
Administration and planning		1.20	-	-	4.20	1.10	6.50	1,369.00	210.62
Creditors		-	-	-	0.20	-	0.20	-	-
Statutory		-	0.50	0.60	-	-	1.10	380.50	345.91
Realisation of assets		-	-	-	-	-	-	-	-
Trading		-	-	-	-	-	-	-	-
Hours	1.20	0.50	0.60	-	4.40	1.10	7.80	-	-
Charge	604.00	202.50	150.00	-	580.00	213.00	-	1,749.50	224.29
Total Time Costs							209.00	46,297.00	221.52

Fees Charges and Paid

For the period ended - 06/03/2017
For the period ended - 06/09/2017
For the period ended - 06/03/2018
For the period ended - 06/09/2018
For the period ended - 06/03/2019

Amount
10,000.00
5,000.00
15,000.00
-
30,000.00
16,297.00

Balance Outstanding

Summary of Administrators' Disbursements Incurred & Paid

	Incurred 07-Sep-16 to 06-Mar-17 £	Paid 07-Sep-16 to 06-Mar-17 £	Incurred 07-Mar-17 to 06-Sep-17 £	Paid 07-Mar-17 to 06-Sep-17 £	Incurred 07-Sep-17 to 06-Mar-18 £	Paid 07-Sep-17 to 06-Mar-18 £	Incurred 07-Mar-18 to 06-Sep-18 £	Paid 07-Mar-18 to 06-Sep-18 £	Incurred 07-Sep-18 to 06-Mar-19 £	Paid 07-Sep-18 to 06-Mar-19 £	Total Incurred £	Total Paid £
Nature:												
Specific penalty bond	420.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	420.00	420.00
	420.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	420.00	420.00

BERKSHIRE GP LIMITED - IN ADMINISTRATION

Analysis of Joint Administrators' Time Costs Period 7 September 2018 to 6 March 2019

	Partner	Director	Manager	Senior	Administrator	Clerical	Total Hours	Charge £	Average rate £
Balance B/f 6 September 2018							29.50	5,776.00	195.80
Administration and planning	-	-	-	-	4.20	-	4.20	547.00	130.24
Creditors	-	-	0.30	-	0.20	-	0.50	125.00	250.00
Investigations	-	-	-	-	-	-	-	-	-
Realisation of assets	-	-	-	-	0.10	-	0.10	25.00	-
Trading	-	-	-	-	-	-	-	-	-
Statutory	-	-	-	-	0.20	-	0.20	28.00	140.00
Hours	-	-	0.30	-	4.70	-	5.00	725.00	145.00
Charge	-	-	75.00	-	650.00	-		725.00	
Total time costs							34.50	6,501.00	188.43

Fees Charged and Paid

For the period ended - 06/02/2017
For the period ended - 06/09/2017
For the period ended - 06/03/2018
For the period ended - 06/09/2018
For the period ended - 06/03/2019

Balance

6,501.00

Summary of Joint Administrators' Disbursements Incurred & Paid

Nature:	Incurred 07-Sep-16 to 06-Mar-17 £	Paid 07-Sep-16 to 06-Mar-17 £	Incurred 07-Mar-17 to 06-Sep-17 £	Paid 07-Mar-17 to 06-Sep-17 £	Incurred 07-Sep-17 to 06-Mar-18 £	Paid 07-Sep-17 to 06-Mar-18 £	Incurred 07-Mar-18 to 06-Sep-18 £	Paid 07-Mar-18 to 06-Sep-18 £	Incurred 07-Sep-18 to 06-Mar-19 £	Paid 07-Sep-18 to 06-Mar-19 £	Total Incurred £	Total Paid £
Specific penalty bond	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00
	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00

APPENDIX IV

Summary of professionals / agents fees paid and incurred

Schedule of Costs and Payments to Land Development Agents

#	Agent	Description	Original Cost Estimate	Costs Incurred 07/06/2018 to 06/03/2019	Costs Paid 07/06/2018 to 06/03/2019	Costs Incurred Total	Costs Paid Total
1	Aerozeal Ltd	Consultancy Services	500	-	-	500	500
2	Civil Engineering Partnership (CEP)	Flood Risk Assessment	5,000	-	-	29,815	29,815
3	DMH Stallard	Planning advice and strategy	38,750	-	-	39,095	39,095
4	Hyland Edgar Diner (HED UK)	Landscaping & Visual Impact Advice & Strategy	25,500	-	-	20,300	20,300
5	Lane & Frankham Ltd	Environmental Surveys	-	-	-	4,500	4,500
6	Lewis & Co Planning South East Ltd	Planning Applications	-	-	-	6,582	6,582
7	Lummeer Studio Ltd	Lighting Design and Consultancy	-	-	-	3,250	3,250
8	Marshall Regan Ltd	Socio-Economic Impact Assessment & Employment Space Consultant, General Strategic Advice & Monthly Consultation	36,374	6,297	6,297	48,494	48,494
9	PCA Heritage	Archaeology Advice and Desktop Strategy	3,000	-	-	5,839	5,839
10	Phorum Ltd	Air Quality Consultancy Services	1,210	-	-	3,390	3,390
11	PRC	Masterplanner/Architects	48,500	1,000	1,000	56,000	56,000
12	Pre Construct	Wireline Photography and Survey	5,350	-	-	5,350	5,350
13	Ramboll UK Ltd	Environmental & Site Assessment Reports	-	-	-	22,675	22,675
14	Sawlis Plc	Marketing	-	-	-	6,730	2,892
15	Soile Ltd	Ground Work Investigation	-	4,038	4,038	28,681	28,681
16	The Ash Partnership UK Ltd	Ecology & Botanical work	4,374	-	-	3,546	3,546
17	Van Guardia	Noise assessment advice and Strategy	7,500	-	-	7,850	7,850
18	Vectris	Transport & Traffic advice and Strategy	15,000	-	-	20,437	20,437
19	York Aviation LLP	Examination of Aviation Compliance	-	-	-	1,840	1,840
20	Zara	Topographical Survey	5,395	-	-	5,395	5,395
21	Jones Lang LaSalle limited	Marketing	-	1,202	1,202	1,202	1,202
Total:			196,433	12,537	12,537	323,471	319,433

Schedule of Costs and Payments to Refurbishment and Improvement Agents

#	Agent	Description	Original Cost Estimate	Costs Incurred 07/09/2018 to 06/03/2019	Costs Paid 07/09/2018 to 06/03/2019	Costs Incurred Total	Costs Paid Total
1	AD Construction Ltd	Refurbishment Work	626,855	12,954	12,954	662,931	662,931
2	Bourne Construction	Refurbishment Work	455,540	-	-	399,122	399,122
3	Bramber Construction Company Ltd	Refurbishment Work	2,559	-	-	2,559	2,559
4	Cirro Limited	Principle Designer - Re property development	26,342	12,657	12,657	111,291	111,291
5	Cormack Advertising	Logo Design and Branding	3,500	-	-	7,620	7,620
6	Hunters Property Investment	Traffic Survey	2,000	-	-	2,000	2,000
7	Simpson Electrical Solutions Ltd	Electrical Works and Inspection	-	-	-	18,383	18,383
8	Terra	Asbestos Removal	700	-	-	6,120	6,120
9	Brighton City Airport Limited	Refurbishment Work (works undertaken by Wooland (Earthmoving) Ltd)	-	-	-	49,250	49,250
Total:			1,117,496	25,610	25,610	1,259,275	1,259,275

APPENDIX V

Joint Administrators' proposals

JOINT ADMINISTRATORS' ORIGINAL PROPOSALS

ASAL

In accordance with Paragraph 49 of Schedule B1 of the Act and in order to achieve the objective set out in Section 3 above, the following proposals are made to creditors:

- a) The Joint Administrators do all such other things and generally exercise all of their powers *as contained in Schedule 1 of the Act as they, in their sole and absolute discretion, consider* desirable or expedient in order to achieve the purpose of the Administration set out above.
- b) The Joint Administrators will investigate the financial affairs of ASAL and, as appropriate, pursue any claims ASAL may have.
- c) The Joint Administrators be authorised to agree the claims of all creditors, and the costs of doing so shall be met as a cost of the Administration as part of the Administrators' remuneration. Further, they shall be authorised to distribute funds to secured creditors and prescribed part funds to unsecured creditors as and when claims are agreed.
- d) If having realised ASAL's assets the Joint Administrators are of the opinion that a distribution will be made to unsecured non-preferential creditors, other than by way of the prescribed part, it is proposed that the ASAL exit Administration by being placed into Creditors' Voluntary Liquidation. In these circumstances, it is proposed that the Joint Administrators be appointed Joint Liquidators. Pursuant to Section 231 of the Act any act required or authorised under any enactment to be done by the Joint Liquidators is to be done by all or any one or more of the persons for the time being holding office as Liquidator.
- e) In accordance with Paragraph 83(7)(a) of Schedule B1 of the Act and Rule 2.117A(2)(b) of the Rules, creditors may nominate a different person as the proposed Liquidators, provided the nomination is received by the Joint Administrators prior to the approval of the proposals. In the absence of such nomination, the Joint Administrators will be appointed Joint Liquidators.
- f) If, having realised the assets of ASAL, the Administrators think that ASAL has no property which might permit a distribution to its unsecured non-preferential creditors, they will file a notice with the Registrar of Companies for the dissolution of ASAL.
- g) The Joint Administrators be authorised to seek an extension to the Administration period if deemed necessary by them.
- h) That the Joint Administrators be discharged from all liability pursuant to Paragraph 98 of Schedule B1 to the Act, in respect of any action by them as Administrators, immediately upon their appointment ceasing to have effect.

AS LLP

In accordance with Paragraph 49 of Schedule B1 of the Act and in order to achieve the objective set out in Section 3 above, the following proposals are made to creditors:

- a) The Joint Administrators do all such other things and generally exercise all of their powers as contained in Schedule 1 of the Act as they, in their sole and absolute discretion, consider desirable or expedient in order to achieve the purpose of the Administration set out above.
- b) The Joint Administrators will investigate the financial affairs of AS LLP and, as appropriate, pursue any claims AS LLP may have.
- c) The Joint Administrators be authorised to agree the claims of all creditors, and the costs of doing so shall be met as a cost of the Administration as part of the Administrators' remuneration. Further, they shall be authorised to distribute funds to secured creditors and prescribed part funds to unsecured creditors as and when claims are agreed.
- d) If having realised AS LLP's assets the Joint Administrators are of the opinion that a distribution will be made to unsecured non-preferential creditors, other than by way of the prescribed part, it is proposed that AS LLP exit Administration by being placed into Creditors' Voluntary Liquidation. In these circumstances, it is proposed that the Joint Administrators be appointed Joint Liquidators. Pursuant to Section 231 of the Act any act required or authorised under any enactment to be done by the Joint Liquidators is to be done by all or any one or more of the persons for the time being holding office as Liquidator.
- e) In accordance with Paragraph 83(7)(a) of Schedule B1 of the Act and Rule 2.117A(2)(b) of the Rules, creditors may nominate a different person as the proposed Liquidators, provided the nomination is received by the Joint Administrators prior to the approval of the proposals. In the absence of such nomination, the Joint Administrators will be appointed Joint Liquidators.
- f) If, having realised the assets of AS LLP, the Administrators think that AS LLP has no property which might permit a distribution to its unsecured non-preferential creditors, they will file a notice with the Registrar of Companies for the dissolution of AS LLP.
- g) The Joint Administrators be authorised to seek an extension to the Administration period if deemed necessary by them.
- h) That the Joint Administrators be discharged from all liability pursuant to Paragraph 98 of Schedule B1 to the Act, in respect of any action by them as Administrators, immediately upon their appointment ceasing to have effect.

BERKS 1

In accordance with Paragraph 49 of Schedule B1 of the Act and in order to achieve the objective set out in Section 3 above, the following proposals are made to creditors:

- a) The Joint Administrators do all such other things and generally exercise all of their powers as contained in Schedule 1 of the Act as they, in their sole and absolute discretion, consider desirable or expedient in order to achieve the purpose of the Administration set out above.
- b) The Joint Administrators will investigate the financial affairs of Berks 1 and, as appropriate, pursue any claims Berks 1 may have.
- c) The Joint Administrators be authorised to agree the claims of all creditors, and the costs of doing so shall be met as a cost of the Administration as part of the Administrators' remuneration. Further, they shall be authorised to distribute funds to secured creditors and prescribed part funds to unsecured creditors as and when claims are agreed.
- d) If having realised Berks 1's assets the Joint Administrators are of the opinion that a distribution will be made to unsecured non-preferential creditors, other than by way of the prescribed part, it is proposed that Berks 1 exit Administration by being placed into Creditors' Voluntary Liquidation. In these circumstances, it is proposed that the Joint Administrators be appointed Joint Liquidators. Pursuant to Section 231 of the Act any act required or authorised under any enactment to be done by the Joint Liquidators is to be done by all or any one or more of the persons for the time being holding office as Liquidator.
- e) In accordance with Paragraph 83(7)(a) of Schedule B1 of the Act and Rule 2.117A(2)(b) of the Rules, creditors may nominate a different person as the proposed Liquidators, provided the nomination is received by the Joint Administrators prior to the approval of the proposals. In the absence of such nomination, the Joint Administrators will be appointed Joint Liquidators.
- f) If, having realised the assets of Berks 1, the Administrators think that Berks 1 has no property which might permit a distribution to its unsecured non-preferential creditors, they will file a notice with the Registrar of Companies for the dissolution of Berks 1.
- g) The Joint Administrators be authorised to seek an extension to the Administration period if deemed necessary by them.
- h) That the Joint Administrators be discharged from all liability pursuant to Paragraph 98 of Schedule B1 to the Act, in respect of any action by them as Administrators, immediately upon their appointment ceasing to have effect.

BERKS 2

In accordance with Paragraph 49 of Schedule B1 of the Act and in order to achieve the objective set out in Section 3 above, the following proposals are made to creditors:

- a) The Joint Administrators do all such other things and generally exercise all of their powers as contained in Schedule 1 of the Act as they, in their sole and absolute discretion, consider desirable or expedient in order to achieve the purpose of the Administration set out above.
- b) The Joint Administrators will investigate the financial affairs of Berks 2 and, as appropriate, pursue any claims Berks 2 may have.
- c) The Joint Administrators be authorised to agree the claims of all creditors, and the costs of doing so shall be met as a cost of the Administration as part of the Administrators' remuneration. Further, they shall be authorised to distribute funds to secured creditors and prescribed part funds to unsecured creditors as and when claims are agreed.
- d) If having realised Berks 2's assets the Joint Administrators are of the opinion that a distribution will be made to unsecured non-preferential creditors, other than by way of the prescribed part, it is proposed that Berks 2 exit Administration by being placed into Creditors' Voluntary Liquidation. In these circumstances, it is proposed that the Joint Administrators be appointed Joint Liquidators. Pursuant to Section 231 of the Act any act required or authorised under any enactment to be done by the Joint Liquidators is to be done by all or any one or more of the persons for the time being holding office as Liquidator.
- e) In accordance with Paragraph 83(7)(a) of Schedule B1 of the Act and Rule 2.117A(2)(b) of the Rules, creditors may nominate a different person as the proposed Liquidators, provided the nomination is received by the Joint Administrators prior to the approval of the proposals. In the absence of such nomination, the Joint Administrators will be appointed Joint Liquidators.
- f) If, having realised the assets of Berks 2, the Administrators think that Berks 2 has no property which might permit a distribution to its unsecured non-preferential creditors, they will file a notice with the Registrar of Companies for the dissolution of Berks 2.
- g) The Joint Administrators be authorised to seek an extension to the Administration period if deemed necessary by them.
- h) That the Joint Administrators be discharged from all liability pursuant to Paragraph 98 of Schedule B1 to the Act, in respect of any action by them as Administrators, immediately upon their appointment ceasing to have effect.

GP

In accordance with Paragraph 49 of Schedule B1 of the Act and in order to achieve the objective set out in Section 3 above, the following proposals are made to creditors:

- a) The Joint Administrators do all such other things and generally exercise all of their powers as contained in Schedule 1 of the Act as they, in their sole and absolute discretion, consider desirable or expedient in order to achieve the purpose of the Administration set out above.
- b) The Joint Administrators will investigate the financial affairs of GP and, as appropriate, pursue any claims GP may have.
- c) The Joint Administrators be authorised to agree the claims of all creditors, and the costs of doing so shall be met as a cost of the Administration as part of the Administrators' remuneration. Further, they shall be authorised to distribute funds to secured creditors and prescribed part funds to unsecured creditors as and when claims are agreed.
- d) If having realised GP's assets the Joint Administrators are of the opinion that a distribution will be made to unsecured non-preferential creditors, other than by way of the prescribed part, it is proposed that GP exit Administration by being placed into Creditors' Voluntary Liquidation. In these circumstances, it is proposed that the Joint Administrators be appointed Joint Liquidators. Pursuant to Section 231 of the Act any act required or authorised under any enactment to be done by the Joint Liquidators is to be done by all or any one or more of the persons for the time being holding office as Liquidator.
- e) In accordance with Paragraph 83(7)(a) of Schedule B1 of the Act and Rule 2.117A(2)(b) of the Rules, creditors may nominate a different person as the proposed Liquidators, provided the nomination is received by the Joint Administrators prior to the approval of the proposals. In the absence of such nomination, the Joint Administrators will be appointed Joint Liquidators.
- f) If, having realised the assets of GP, the Administrators think that GP has no property which might permit a distribution to its unsecured non-preferential creditors, they will file a notice with the Registrar of Companies for the dissolution of GP.
- g) The Joint Administrators be authorised to seek an extension to the Administration period if deemed necessary by them.
- h) That the Joint Administrators be discharged from all liability pursuant to Paragraph 98 of Schedule B1 to the Act, in respect of any action by them as Administrators, immediately upon their appointment ceasing to have effect.