

AM10

Notice of administrator's progress report



Companies House

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06/10/2017

#234

COMPANIES HOUSE

1 Company details

Company number 0 5 5 1 4 9 4 2
Company name in full Berkshire Nominee 2 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

Notice of administrator's progress report

6 Period of progress report

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

7 Progress report

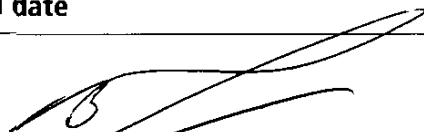
☒ I attach a copy of the progress report

8 Sign and date

Administrator's
signature

Signature

X



X

Signature date

d	0	d	4	m	1	m	0	y	2	y	0	y	1	y	7
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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: 4 October 2017

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

on

on

' receipts and payments accounts

pointment time costs

ppointment professional fees

' original proposals

GLOSSARY OF TERMS

Albemarle Shoreham Airport Limited	"ASAL"
Albemarle(Shoreham) LLP	"AS 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	"GP Limited"
Brighton City Airport Limited	"BCAL"
Egan Property Asset Management Limited	"EPAM"
Environment Agency	"EA"
Gowlings WLG (UK) LLP	"Gowlings"
HM Revenue & Customs	"HMRC"
Longbow Investments No. 3 S.A.R.L.	"Longbow"
SDL Estates Management Limited, trading as SJ Higgins Property Consultants	"Higgins"
Single Source Aviation Brighton LLP	"Single Source"
Tavis House Properties Limited	"Tavis House"
TLT LLP	"TLT"
Southern Water Services Limited	"Southern Water"
Schedule B1 of the Act	"the Schedule"
The Insolvency Act 1986 (as amended)	"the Act"
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 administrations of the Companies during the six months ended 6 September 2017.
- 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 report dated 4 April 2017. 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.
- 1.4 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. These are mentioned in more detail below, but include seeking planning consent, liaising with the EA on the construction of a new sea wall, negotiating lease extensions and negotiating with the owner of an adjacent property on the construction of a new access road.
- 1.5 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. Included within the Group are ASAL and AS LLP, which were also placed into Administration on 7 September 2016 and Simon Underwood and I were appointed Joint Administrators on the same day. ASAL and AS LLP were also included on the Court order, extending their Administrations to 6 December 2019.
- 2.3 Creditors should please refer to the Proposals dated 1 November 2016 for a detailed history of the Companies, along with my previous progress report dated 4 April 2017.

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 September 2017.

Progress to Date

- 3.2 As mentioned in my proposals 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 Joint Administrators are continuing to operate the business of Berk 1 and Berk 2, with the approval of the secured creditor, Longbow with the intention of developing the airport site as a whole in order to improve the asset and increase its overall value for the benefit of creditors.
- 3.4 Longbow have long believed that there could be significant value enhancement by improving the current industrial estate and obtaining detailed planning permission for the development land at the North end of the airport's runway.
- 3.5 In order to achieve a successful sale of the site, property development agents Tavis House were engaged to provide a strategy report and oversee the development and rejuvenation of the site, which it is anticipated will require a total spend of approximately £3,000,000 to complete and can be split into three areas. The first is 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 access road on land adjoining NMF and Shoreham Airport.
- 3.6 Tavis House commissioned a professional team of specialist advisors to assist with producing reports for the submission of our element of the planning application and also to assist with the ongoing development. Estimated costs were provided to the Administrators and secured creditor for approval and I have subsequently instructed solicitors to prepare letters of engagement for each of the specialist parties. A breakdown of the costs incurred and paid to the specialists, is attached as Appendix IV.
- 3.7 An outline planning application has been made, together with an application made by NMF to cover the land that NMF own which, is adjacent to its training ground and the airfield, and the expansion land at Shoreham Airport site. The applications were submitted in conjunction with one another as the plans provided a residential and commercial solution to the local councils. It also incorporates improving the current road junction, which has been under scrutiny with the Highways Agency for some time. The outline planning application was submitted in early July 2017 and formal registration of the application has now been received.
- 3.8 I am hopeful of obtaining the outline planning consent by the end of November 2017. Following which, I intend to commence steps to market the overall development land and airport site for sale
- 3.9 Depending on the level of interest received for the purchase of the development land and airport site as one, I may consider applying for detailed planning consent in order to secure pre-lets prior to selling the developed land, separately to the airport site. If detailed planning consent is subsequently applied for, it is expected this will take some time to seek and obtain.
- 3.10 It is anticipated that the very earliest I will obtain detailed planning consent and agree and document pre-lets on the site, is by the end of 2018. However, it is possible there may be delays in the process which may result in me being unable to market and sell the asset until mid to late 2019. Therefore, should a suitable offer be received following an initial marketing

campaign, I will consider the disposal of the development land and airport site prior to obtaining the detailed planning consent.

- 3.11 I am firmly of the view that obtaining planning permission prior to selling the Shoreham Airport site is in the best interest of the Companies' creditors. As mentioned below, this process will require further investment from Longbow. However, I consider the investment will result in a greater recovery than selling the assets in their current state, in the current market.
- 3.12 The second stage of the development is the construction of a new sea wall, along the Shoreham Airport property border. The Shoreham Airport site has been subjected to severe flooding in the past and accordingly, the EA has advised it intends to construct a new sea wall to replace existing defences along the East side of the Shoreham Airport site, in order to significantly reduce the site's chances of future flooding.
- 3.13 I have been liaising directly with the EA to discuss the location, timeframe, and issues arising following the initial plans for construction of the sea wall. There are numerous complex issues to be resolved in this major project to ensure all stakeholders are protected as far as possible. To date the EA has advised they anticipate constructing the wall between March and October 2018. However, this timeframe is wholly dependent upon the weather as the wall, which could predominantly be constructed of mud and chalk, cannot be constructed in wet weather.
- 3.14 As part of the overall sea wall development, drainage must also be improved. This will involve a water main on site being disconnected and re-laid elsewhere on the Shoreham Airport site. This will need to be completed by Southern Water before the EA can commence work on the sea wall itself. It is anticipated Southern Water will carry out these works by the end of 2017. However, any delays in these works could have a consequential effect on the timing of the EA works.
- 3.15 I consider that the construction of the sea wall is essential to ensuring a sale of the assets at the best possible price, as any potential buyer and their lenders/insurers will want to ensure the flooding risk is significantly reduced before committing to any purchase.
- 3.16 The third stage is the refurbishment and improvements to the airport buildings and built estate. This includes, improved signage, removal of asbestos and cladding and glazing repairs. Once works are completed, which is expected to be by the summer of 2018, I will be in a position to fill any void units and maximise the rent roll, which will enhance the sale proceeds from the estate.
- 3.17 To assist with the overall management of the refurbishment and improvements works, I have engaged a project manager and building contractors to carry out the various works. A breakdown of the fees incurred and paid to these and other professionals engaged to assist with refurbishment and improvements works is attached at Appendix IV.
- 3.18 In order for the refurbishment and improvements of the estate to be carried out and the planning applications for the development of the land and negotiations with the Councils to continue, additional funding is required.

- 3.19 I have therefore negotiated an additional secured facility with Longbow in the sum of £3,000,000, for the Companies. The first drawdown of £1,000,000 was received during the period of this report, against which fees of £50,000 were paid to Longbow. Further information regarding the new facility is detailed in section 6.3 and 6.4 below.
- 3.20 As mentioned in sections 1.4 and 1.5 above, given the timeframes required to complete the above mentioned development and refurbishment, an application was made to Court to extend the length of the Administrations in order to complete the required works and the subsequent sales. On 31 August 2017 an order was granted to extend the Administrations to 6 December 2019. If it appears that I am unable to complete all of the required works, and market and sell the land prior to the 6 December 2019, I will apply to Court for an additional extension in due course.
- 3.21 During the course of the reporting period, in dealing with the above developments and ongoing business of the Companies, myself and my staff have met, attended meetings and had numerous correspondence with the following:

Development of site

- The freehold landowners – Brighton & Hove City Council and Worthing Borough Council, to discuss the purchase of the freehold or extension of the long leasehold, planning applications etc.;
- The property development agent – Tavis House;
- The EA to discuss the construction of the new sea wall along the border of the Shoreham Airport site;
- BCAL, to discuss numerous issues;
- Southern Water, to discuss the diversion of a water main;
- NMF to discuss cooperation and land transfer agreements;
- The secured creditor, Longbow, to discuss the ongoing strategy and financing; and
- Solicitors, Gowlings, engaged to liaise with the environment agency and to draft contracts, Deeds and engagement letters.

Day to day operations

- The previous property management agents, EPAM, to agree short terms lets, manage quarterly rent and service charge income etc.;
- Successor property management agents, Higgins, to transfer the management of the estate from EPAM and deal with the above issues previously dealt with by EPAM;
- Tenants of the leasehold properties;
- Potential tenants and real estate agents for vacant sites;
- Various contractors and the works project managers
- BCAL, to discuss the current lease agreement and gather financial information etc.;
- Gowlings to deal with real estate issues, technical advice regarding Longbow's registered security and other ad hoc matters; and
- The secured creditor, Longbow, to provide regular updates, cashflow forecasts and to discuss the ongoing strategy.

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

- Liaising with the directors and the Companies' former accountants regarding various matters including the preparation and submission of a Statement of Affairs for each of the Companies and delivery of the Companies' books and records;
- Liaising with solicitors to prepare and submit a witness statement and application to Court for the extension of the Administrations;
- Instructing solicitors in relation to real estate issues and other legal matters;
- Preparing and submitting returns to HMRC;
- Day to day cashiering, including payments to agents, bank reconciliations and receipting rental income;
- Liaising with unsecured creditors regarding claims and enquiries;
- Liaising with the 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

Berks 1 & Berks 2

Land and Property/ Rental Income

4.2 Berk 1 and Berk 2 hold registered titles under the long term commercial lease of the site, for commercial and industrial land and buildings on the East and West side of the Airport site. This had a book value of £15 million in the Companies accounts as at March 2016. The land and property comprises 15 occupational leases and 15 ground leases, with an estimated annual income of circa £850,000.

- 4.3 The long leasehold commercial leases were entered into with Brighton & Hove City Council and Worthing Borough Council for 150 years. The Councils were approached upon appointment to investigate the possibility of purchasing the freehold of the land and, despite initial enthusiasm from the Councils for this, it was rejected by the counsellors who wished to retain the freehold, albeit on a peppercorn rent.
- 4.4 Following the decision of the Councils to reject the offer to purchase the freehold, they have since been approached to extend the terms of the leasehold to 350 years and also to amend the various (onerous) terms and potentially combine the two leases into one. I had hoped these negotiations may be concluded by the end of 2017, however negotiations have become protracted and may not be finalised until 2018. I am again of the belief that longer lease periods and improved terms will be pivotal selling points for potential purchasers.
- 4.5 Prior to my appointment, the Companies had engaged EPAM to manage the offices and industrial units at the Shoreham Airport site. Following my appointment, I continued to engage EPAM as property agents of the site, which included the collection of quarterly rent, service charges, maintaining books and records, arranging payments of utilities and services, maintaining buildings and public areas and arranging re-lettings and lease renewals.
- 4.6 Following a number of meetings with EPAM and requests for information which was unacceptably slow (and after discussions with Longbow), it was decided to change property management agents. Notice was given to EPAM on 8 June 2017 that the management agreement would be terminated on 1 July 2017. Following which, a property management agreement was entered into with Higgins. The property management agreement entered into with Higgins is based on similar terms as that previously entered into with EPAM and includes an annual fee of £60,000 plus VAT.
- 4.7 During this reporting period, the following funds have been realised in relation to the leased properties:

Income	Amount (£)
Rental Income	321,370.60
Security Charges	21,700.76
Water	616.97
Service Charge Contributions	13,024.53
Total	356,712.86

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

Longbow Advance

- 4.9 As mentioned in section 3.19 above, an initial drawdown of £1,000,000 was also received by the Group from Longbow in relation to the new facility agreement entered into on 31 August 2017.

Transfer of Group Funds

- 4.10 The receipts and payments attached at Appendix II shows transfer of groups funds totalling £325,000 for the period of this report. This amount relates to rental income received by Berk 1 and Berk 2, which have been transferred to the ASAL administration account to cover the costs of the site development, refurbishment and general administration costs. Signed authority has been received from Longbow allowing for the transfer of group funds between the Administration accounts.

Rates Refund

- 4.11 Sampson Arnold Ltd ("Sampson Arnold"), contacted me in relation to a potential rates refund due to the Companies for previous business rates overpayments. Sampson Arnold were therefore engaged to assist with realising the rates refund, on a commission basis of 14% of any recoveries made. A refund of £23,330 was received from Adur and Worthing District Council on 23 June 2017. No further realisation are expected from this asset.

Bank Interest Gross

- 4.12 Bank interest of £51.63 has been realised during the period of this report.
- 4.13 I am not aware of any assets in GP Limited, other than shares in its subsidiaries, being Berks 1 and Berks 2. Accordingly, there have been no assets realisation in GP Limited 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, provided to Single Source, a corporate designated member of AS LLP. 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 Longbow will be relying on its fixed and floating charge 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 not yet known if Longbow will be repaid in full, however both Longbow and the Joint Administrators are of the belief that the implementation of the refurbishment programme and the development plan is the method most likely to achieve the highest return to Longbow.

- 6.3 As mentioned above, 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 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.
- 6.4 It should be noted that 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 have taken independent legal advice from TLT solicitors and together we are satisfied that the terms are acceptable and in line with the rescue finance market in the context of obligors currently in administration.

Unsecured preferential creditors

- 6.5 None of the Companies have any employees, accordingly there are no unsecured preferential creditor claims.

Prescribed Part

- 6.6 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

- 6.7 The Companies provided floating charges to Longbow in June 2014. Given there is a qualified floating charge holder, the prescribed part provision will apply.
- 6.8 However, as mentioned in my previous report, I have sought legal advice from solicitors regarding the allocation of the rental income, subject to Longbow's security. My solicitors have confirmed the rental income should be treated as a fixed charge realisation under Longbow's legal mortgage and new bank accounts have been opened for the rental income to be paid into, which are under Longbow's control, in order that the position is maintained.
- 6.9 Accordingly, this will have a significant impact on the value of net property available to unsecured creditors of Berk 1 and Berk 2. At present, after costs of the Administration, it is unlikely that there will be funds available to enable a prescribed part distribution to be paid to unsecured creditors from Berk 1 and Berk 2's net property. Creditors will be updated in my next reports, should this situation change.
- 6.10 There is not expected to be any prescribed part distribution available to creditors of GP Limited.

Unsecured non-preferential creditors

- 6.11 As at the date of my Proposals, the only creditor claim I was aware of, was the amount due to Longbow of £17,694,472.00 as per the company accounts.
- 6.12 To date, in addition to the Longbow debt, I am aware of the following unsecured non-preferential creditor claims of Berks 1 & Berks 2:

Creditor	Amount (£)
Adur & Worthing Councils	77,308.94
Brighton City Airport Limited	480.00
Single Source Aviation Brighton LLP	11,840,216.00
Total	11,918,004.94

- 6.13 At this stage, the inter-company balance due to Single Source has not been reconciled nor investigated any further.
- 6.14 I have also received a proof of debt form from HMRC in relation to pre-appointment VAT due of £5,997 due under the Companies group registration.
- 6.15 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 replying 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 secured creditors of the Companies, however the value of any distribution is as yet uncertain.

Unsecured preferential Creditors

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

Unsecured non-preferential Creditors

- 7.3 As mentioned in section 6.9, based on current information, it is not currently expected there will be funds available to enable a prescribed part distribution to be paid to unsecured non-preferential creditors. Any distribution to unsecured creditors, is dependent upon the value realised from a sale of the Shoreham Airport site being sufficient to pay out Longbow's debt in full, and leave a surplus available for unsecured creditors. At present it is unknown if there will be funds available to enable a distribution to be paid.

8. COSTS AND EXPENSES

Joint Administrators' post appointment remuneration

- 8.1 Given a creditors' committee was not formed, and based upon current information it is unlikely that there will be sufficient funds available to enable a distribution to be made to unsecured creditors, it is for the secured creditor to approve the Joint Administrators' remuneration.
- 8.2 On 5 January 2017, the secured creditor resolved for Berk 1 that "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".
- 8.3 On 5 January 2017, the secured creditor resolved for Berk 2 that "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 Given the Administrations are now expected to continue until at least 6 December 2019, I have now entered into discussions with Longbow to agree an increase to the Joint Administrators remuneration for Berk 1 and Berk 2. To date the value of the increased fee approval has yet to be finalised.
- 8.5 The Joint Administrators' time costs for Berk 1 totals £51,948 plus VAT, representing 201.52 hours at an average charge out rate of £257.78 per hour. Of this sum, £35,510.50 plus VAT was incurred during the period of this report, representing 136.90 hours at an average charge out rate of £259.39 per hour, of which £10,000.00 plus VAT has been drawn during this report period.
- 8.6 The Joint Administrators' time costs for Berk 2 total £34,960 plus VAT representing 155.5 hours at an average charge out rate of £224.827 per hour. Of this sum, £21,768 plus VAT was incurred during the period of this report, representing 155.5 hours at an average charge out rate of £224.82 per hour of which £5,000 plus VAT has been drawn during this reporting period.
- 8.7 The Joint Administrators' time costs for GP Limited total £4,350.50 plus VAT representing 21.5 hours at an average charge out rate of £202.35. Of this sum, £858 was incurred during the period of this report representing 4.5 hours at an average charge out rate of £202.35 per hour. No remuneration has paid for GP Limited during this reporting period.
- 8.8 A schedule of these time costs is set out at Appendix III.

Pre-Administration Costs

- 8.9 The only pre-appointment time costs incurred were by Menzies LLP, who were engaged to act by Longbow on 1 September 2016. Menzies LLP were engaged to advise Longbow in relation to their security and enforcement options available to them, along with the advantages and disadvantages of placing the Companies into Administration. A fixed fee of £8,000 plus VAT and disbursements was agreed and paid by ASAL prior to this reporting period.
- 8.10 A Creditors' guide to Administrators' fees is available via the following link:
<https://www.menzies.co.uk/helping-you/business-recovery/fees-guide/>
- 8.11 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 1 October 2016</i>	<i>Rate per hour 1 October 2015</i>
	<i>£</i>	<i>£</i>
Partner/Director	315-505	330-505
Manager	225-345	210-400
Senior Administrator	185-230	175-230
Administrator	85-180	80-170
Support staff	105	54-75

Joint Administrators' disbursements

- 8.12 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.
- 8.13 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

- 8.14 Where appropriate, professionals have been engaged to advise in relation to certain specialist matters.
- 8.15 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.
- 8.16 Please see below a breakdown of the post-appointment professional fees that have been or will be incurred and paid by Berks 1, Berks 2 and ASAL during this reporting period. An additional breakdown of the professional fees incurred and paid to professional advisors and specialists to assist with the development and refurbishment 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	£250,000 plus VAT and disbursements	£77,581 plus VAT	£5,900 plus VAT	£107,686 plus VAT	£36,006 plus VAT
TLT LLP – Time costs basis	Legal Advice (in relation to new Longbow facility)	N/A	£20,000 plus VAT	£20,000 plus VAT	Nil	£20,000 plus VAT	Nil
Tavis House Properties Limited - Fixed Fee	Land Development Management	£50,000 plus VAT and disbursements	N/A	£50,256 plus VAT	£50,256 plus VAT	£50,256 plus VAT	£50,256 plus VAT
Forsters LLP - Time costs basis	Legal advice (Group structure)	£5,000 plus VAT	N/A	Nil	Nil	£7,304 plus VAT	£7,304 plus VAT
Egan Property Asset Management Limited – Fixed Fee	Property management	£60,000 per annum to 07/07/2017	N/A	£30,000 plus VAT	£30,000 plus VAT	£30,000 plus VAT	£30,000 plus VAT
SJ Higgins – Fixed fee	Property management	N/A	£60,000 per annum from 01/07/2017	Nil	Nil	Nil	Nil
Sampson Arnold Ltd – percentage of realisations	Business Rates Refunds	£3,266 plus VAT	£3,266 plus VAT	£3,266 plus VAT	£3,266 plus VAT	£3,266 plus VAT	£3,266 plus VAT
Avire UK Lettings Ltd – percentage of realisations	Property agents (Business rates savings)	£2,831 plus VAT	N/A	Nil	Nil	£2,831 plus VAT	£2,831 plus VAT
Graves Son & Pilcher LLP – Percentage of Income	Marketing and arranging short term lets	£5,000 plus VAT	N/A	Nil	Nil	£5,000 plus VAT	£5,000 plus VAT
Menzies LLP – Fixed fee	The preparation of pre and post appointment tax returns (if any).	£3,000 pre – appointment returns & £275 per return post appointment	N/A	Nil	Nil	Nil	Nil

8.17 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, title reports, a witness statement and application to Court. These costs will be settled

on a time costs basis, and the estimate may increase depending on the number of new matters to be dealt with during the course of the Administrations. To date an amount of £107,686 plus VAT has been incurred and £36,006 plus VAT has been paid.

- 8.18 The total fee estimate to be paid to Gowlings has been increased to £250,000 plus VAT and disbursements. This estimate has increased as all matters being dealt with by the Group of Companies, including ASAL and AS LLP currently require legal advice and assistance which, have become apparent as the development and disposal strategy was established post appointment in conjunction with Longbow. This also includes dealing with the EA, the planning application to the councils and the legal agreements to employ all the specialist advisors.
- 8.19 TLT have been engaged to assist with advice and preparation of documents regarding the new facility agreement entered into with Longbow. A total amount of £20,000 plus VAT has been incurred by TLT to date. To the date of this report no amount has been paid to TLT.
- 8.20 Tavis House have been engaged to assist with providing services to obtain planning and development consent and to provide project co-ordination for a fee of £50,000 plus VAT and disbursements. To date, including disbursements, an amount of £50,256 plus VAT had been paid.
- 8.21 Forsters LLP were engaged by the Companies prior to the Administrations, and initially provided advice regarding the existing lease agreements and the group structure and debt position. No amount has been paid or incurred by Forsters LLP during the period of this report.
- 8.22 EPAM were engaged to act as property managers on an annual fixed fee basis of £60,000 per year. EPAM services included 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. An amount of £30,000 plus VAT was deducted from the Berk 1 and Berk 2 service charge account by EPAM.
- 8.23 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. No funds have yet been paid to Higgins.
- 8.24 Sampson Arnold Ltd were engaged to assist with the recovery of business rates refunds due to the Companies. They were engaged to be paid a commission of 14% of recoveries. Following a recovery of £23,330, Sampson Arnold Ltd were paid £3,266 plus VAT.
- 8.25 Avire UK Lettings Ltd were engaged to assist with business rates savings and recoveries. £2,831.12 plus VAT has been paid prior to this reporting period.
- 8.26 Graves Son & Pilcher LLP were engaged as real estate agents to market and arrange short term lettings of vacant sites. An amount of £5,000 plus VAT has been paid prior to this reporting period.

- 8.27 Menzies LLP be authorised to deal with all matters of corporation tax. As regards the completion of pre-administration corporation tax affairs they will charge time costs, but these will not exceed £3,000. Post appointment returns will be charged at a fixed rate of £275 per return.

Creditors' rights to request information

- 8.28 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

- 8.29 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. CONCLUDING REMARKS

- 9.1 I am continuing to operate the business for 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 asset and increase its overall value. This is a medium term strategy which will result in a sale of the land and property without being on a forced sale basis.
- 9.2 My next report will be sent to creditors within one month of the 18 month anniversary of the Administrations.
- 9.3 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.
- 9.4 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

Berkshire Nominee 1 Limited

Berkshire Nominee 2 Limited

Berkshire GP Limited



David Thurgood
Joint Administrator

APPENDIX I Statutory Information

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

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

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

APPENDIX II

Joint Administrators' receipts and payments account

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

Receipts and Payments Summary
7 September 2016 to 6 March 2017

	From 07/09/2016 to 06/03/2017	From 07/09/2016 to 06/03/2017	From 07/09/2016 to 06/03/2017	From 07/03/2017 to 06/09/2017	From 07/03/2017 to 06/09/2017	From 07/03/2017 to 06/09/2017	From 07/03/2017 to 06/09/2017	From 07/09/2016 to 06/09/2017
	Administration Account (£)	EPAM Account (£)	Total (£)	Administration Account (£)	Management Agents Account (£) Higgins	Management Agents Account (£) EPAM	Total (£)	Total (£)
Receipts								
Transfer (EPAM to Administration Account)	388,000.00	(388,000.00)	-	338,817.26	-	(338,817.26)	-	-
Cash held Pre-appointment	-	64,828.55	64,828.55	-	-	-	-	64,828.55
Transfer of Group Funds	-	-	-	-	-	-	-	-
Landlords Costs	-	-	-	900.00	-	-	900.00	900.00
Rental Income	-	316,068.00	316,068.00	249.40	27,208.27	293,912.93	321,370.60	637,438.60
Rates Refund	-	-	-	23,330.15	-	-	23,330.15	23,330.15
Security Charges	-	26,704.80	26,704.80	-	2,614.00	19,086.76	21,700.76	48,405.56
Insurance	-	4,511.67	4,511.67	-	-	-	-	4,511.67
Water	-	2,253.86	2,253.86	-	616.97	-	616.97	2,870.83
Service Charge Contributions	-	19,366.33	19,366.33	-	1,446.75	11,577.78	13,024.53	32,390.86
Payment in Advance	-	2,709.20	2,709.20	-	-	10,000.00	10,000.00	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	84.53	-	84.53	51.63	-	-	51.63	136.16
Sundry	526.03	-	526.03	-	-	-	-	526.03
Total	450,860.56	118,239.76	569,100.32	363,348.44	31,885.99	(4,239.79)	390,994.64	960,094.96
Payments								
Office Holders Fees	20,000.00	-	20,000.00	15,000.00	-	-	15,000.00	35,000.00
Office Holders Disbursements	840.00	-	840.00	-	-	-	-	840.00
Distribution to secured creditor	100,000.00	-	100,000.00	-	-	-	-	100,000.00
Legal Fees	32,238.93	-	32,238.93	-	-	-	-	32,238.93
Agents Fees	8,851.12	-	8,851.12	3,266.22	-	-	3,266.22	12,117.34
Property Management Fees	-	-	-	-	-	30,000.00	30,000.00	30,000.00
Transfer of Group Funds	70,000.00	-	70,000.00	325,000.00	-	-	325,000.00	395,000.00
Land Developments Fees	63,128.50	-	63,128.50	-	-	-	-	63,128.50
Cleaning	-	1,439.90	1,439.90	-	-	1,949.95	1,949.95	3,389.85
Electricity	-	11,206.78	11,206.78	-	-	7,892.94	7,892.94	19,099.72
Gas	-	166.76	166.76	-	-	2,489.92	2,489.92	2,656.68
Fire Precautions	-	1,189.08	1,189.08	-	-	225.00	225.00	1,414.08
Water	-	14,105.69	14,105.69	-	-	1,684.50	1,684.50	15,790.19
Health & Safety	-	2,226.08	2,226.08	-	-	1,076.28	1,076.28	3,302.36
Repairs and Maintenance	-	26,663.74	26,663.74	-	-	11,352.20	11,352.20	38,015.94
Security	-	-	-	-	-	49,965.81	49,965.81	49,965.81
Sundries	-	-	-	-	-	58.62	58.62	58.62
Rates	3,692.78	10,494.00	14,186.78	-	-	63,532.58	63,532.58	77,719.36
Professional Fees	-	1,500.00	1,500.00	-	-	550.00	550.00	2,050.00
Legal & Professional	-	350.00	350.00	-	-	-	-	350.00
Debt Recovery	-	300.00	300.00	-	-	-	-	300.00
Bank Charges	50.00	142.42	192.42	-	-	-	-	192.42
Total	298,801.33	69,784.45	368,585.78	343,266.22	-	170,777.80	514,044.02	882,629.80
Balance Available	152,059.23	48,455.31	200,514.54	20,082.22	31,885.99	(175,017.59)	(123,049.38)	77,465.16
Made up of:								
Balance in EPAM	-	128,366.85	128,366.85	-	-	-	-	-
Balance in Higgins	-	-	-	-	-	-	-	38,263.26
Balance in Berkshire Nominee 1 Ltd	112,870.62	-	112,870.62	-	-	-	-	54,368.97
Balance in Berkshire Nominee 2 Ltd	26,896.51	-	26,896.51	-	-	-	-	5,900.25
VAT Payable	(12,555.21)	(88,589.80)	(101,145.01)	-	-	-	-	(23,815.65)
VAT Receivable	24,847.31	8,678.26	33,525.57	-	-	-	-	2,748.33
Total	152,059.23	48,455.31	200,514.54					77,465.16

**Berkshire GP Limited
(In Administration)**

Receipts and Payments Account

7 March 2017 to 6 September 2017

	From 07/09/2016 To 06/03/2017 £	From 07/03/2017 To 06/09/2017 £	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>

APPENDIX III

Analysis of post appointment time costs

Berkshire Nominee 1 Ltd (In Administration)

Analysis of Time Costs

Period 7 March 2017 to 6 September 2017

	Partner	Director	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 March 2017						64.62	16,437.50	
Administration and planning	5.10	20.30	11.70	31.10	6.40	74.60	17,008.50	228.00
Creditors	-	2.30	4.10	1.90	-	8.30	1,848.00	222.65
Realisation of assets	-	6.20	4.30	-	-	10.50	3,115.50	296.71
Trading	-	28.90	-	14.60	-	43.50	13,538.50	-
Hours	5.10	57.70	20.10	47.60	6.40	136.90	35,510.50	259.39
Charge	2,371.50	21,467.50	6,419.50	4,100.00	1,152.00		35,510.50	
Total Time Costs						201.52	51,948.00	257.78

Fees Charged and Paid

For the period ended 06/03/2017
For the period ended 06/09/2017

Amount
10,000.00
10,000.00

Balance Outstanding

31,948.00

Summary of Administrators' Disbursements Incurred & Paid

Nature:	Incurring 07-Sep-16 to 06-Mar-17 £	Paid 07-Sep-16 to 06-Mar-17 £	Incurring 07-Mar-17 to 06-Sep-17 £	Paid 07-Mar-17 to 06-Sep-17 £	Total Incurred £	Total Paid £
Specific penalty bond	420.00	0.00	0.00	0.00	420.00	420.00
Courier	0.00	0.00	14.08	0.00	14.08	0.00
	420.00	0.00	14.08	0.00	434.08	420.00

BERKSHIRE NOMINEE 2 LIMITED - IN ADMINISTRATION

Analysis of Time Costs

Period 7 March 2017 to 6 September 2017

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 March 2017							55.60	13,192.00	
Administration and planning	5.00	15.20	-	14.90	28.80	0.30	64.20	14,379.50	223.98
Creditors	-	0.50	-	7.20	1.80	-	9.50	1,748.50	184.05
Realisation of assets	-	0.50	-	4.40	-	-	4.90	996.50	203.37
Trading	-	3.70	-	17.60	-	-	21.30	4,643.50	218.00
Hours	5.00	19.90	-	44.10	30.60	0.30	99.90		
Charge	2,325.00	7,307.50	-	8,158.50	3,923.00	54.00		21,768.00	217.90
Total Time Costs							155.50	34,960.00	224.82

Fees Charges and Paid

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

Balance Outstanding

Amount
10,000.00
5,000.00
19,960.00

Summary of Administrators' Disbursements Incurred & Paid

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

BERKSHIRE GP LIMITED - IN ADMINISTRATION

Analysis of Time Costs

Period 7 March 2017 to 6 September 2017

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 March 2017							17.00	3,492.00	
Administration and planning	0.60	-	-	1.50	2.40	-	4.50	858.50	190.78
Creditors	-	-	-	-	-	-	-	-	-
Investigations	-	-	-	-	-	-	-	-	-
Realisation of assets	-	-	-	-	-	-	-	-	-
Trading	-	-	-	-	-	-	-	-	-
Cashiering and Support	-	-	-	-	-	-	-	-	-
Hours	0.60	-	-	1.50	2.40	-	4.50	858.50	190.78
Charge	279.00	-	-	277.50	302.00	-	21.50	4,350.50	202.35

Total Time Costs

Fees Charge and Paid

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

Balance Outstanding

4,350.50

Summary of Administrators' Disbursements Incurred & Paid

	Incurring Period	Paid Period	Incurring Period	Paid Period	Total Incurred	Total Paid
Nature:	07-Sep-16	07-Sep-16	07-Mar-17	07-Mar-17		
	to	to	to	to		
	06-Mar-17	06-Mar-17	06-Sep-17	06-Sep-17		
	£	£	£	£	£	£
Specific penalty bond	20.00	0.00	0.00	0.00	20.00	0.00
	20.00	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	Cost Incurred 07/03/17 to 06/09/2017	Cost Paid 07/03/17 to 06/09/2017	Cost Incurred 07/09/16 to 06/09/2017	Cost Paid 07/09/16 to 06/09/2017	Paid by
Aerozeal Ltd	Consultancy Services	£ 500	-	-	£ 500	£ 500	Berks2
Civil Engineering Partnership (CEP)	Flood Risk Assessment	5,000	8,160	8,160	8,160	8,160	ASAL
DMH Stalard	Planning advice and strategy	38,750	6,809	6,809	24,142	6,809	ASAL
Hyland Edgar Dwyer (HED UK)	Landscaping & Visual Impact Advice & Strategy	25,500	19,150	19,150	19,150	19,150	ASAL
Marshall Regan Ltd	Socio-Economic Impact Assessment & Employment Space Consultation Programme, General Strategic Advice & Monthly Consultation	36,374	13,293	13,293	16,325	13,293	ASAL
PCA Heritage	Archaeology Advice and Desktop Strategy	3,000	5,839	5,839	11,873	11,873	Berks2
PRC	Masterplan/Architects	48,500	31,000	31,000	5,839	5,839	ASAL
Pre Construct	Wireline Photography and Survey	5,350	5,350	5,350	20,500	20,500	Berks2
Van Guardia	Noise assessment advice and Strategy	7,500	8,500	7,200	5,350	5,350	ASAL
Vectris	Transport & Traffic advice and Strategy	15,000	13,287	13,287	7,850	7,850	ASAL
Zara	Topographical Survey	5,395	5,395	5,395	5,395	5,395	ASAL
Total:		190,869	116,783	115,463	169,370	149,005	

Schedule of Costs and Payments to Refurbishment and Improvement Agents

Agent	Description	Original Cost Estimate	Cost Incurred 07/03/17 to 06/09/2017	Cost Paid 07/03/17 to 06/09/2017	Cost Incurred 07/09/16 to 06/09/2017	Cost Paid 07/09/16 to 06/09/2017	Paid by
AD Construction Ltd	Refurbishment Work	£ 2,850	£ 2,850	£ 2,850	£ 2,850	£ 2,850	ASAL
Bourne Construction	Refurbishment Work	76,950	76,950	76,950	76,950	76,950	ASAL
Bramber Construction Company Ltd	Refurbishment Work	2,559	2,559	2,559	2,559	2,559	ASAL
Cirpro Limited	Principle Designer - Re: property development	26,342	-	-	1,020	1,020	Berks1
Cornack Advertising	Logo Design and Branding	3,500	3,500	25,322	25,322	25,322	ASAL
Huntiers Property Investment	Traffic Survey	2,000	2,000	-	3,500	-	-
Tetra	Asbestos Removal	700	700	-	2,000	2,000	ASAL
Total:		114,901	113,881	109,681	114,901	110,701	

APPENDIX V

Joint Administrators' proposals

JOINT ADMINISTRATORS' ORIGINAL PROPOSALS

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.

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

We may return forms completed incorrectly or with information missing.

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