

AM10

Notice of administrator's progress report



Companies House

THURSDAY



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03/10/2019

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COMPANIES HOUSE

1 Company details

Company number 0 6 5 0 6 0 9 7

Company name in full Albemarle Shoreham Airport Limited

→ Filing 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 WC 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 WC 1 H 9 L T

Country

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

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6 Period of progress report

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



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



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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 for the period 7 March 2019
to 6 September 2019**
In accordance with the Insolvency Act 1986 and the Insolvency (England and Wales) Rules 2016

Dated: 2 October 2019

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

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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 September 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 September 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, 3 October 2018 and 3 April 2019. 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. As explained in section 3 of this report, there are numerous matters still to be resolved before the Administration can be finalised. I therefore intend to apply to Court for a second extension to the Administrations in order that these matters, which include a sale of the main asset of the Companies, can be completed

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 September 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 a sale 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 Following delays due to a number of queries and requests for additional information from the Brighton & Hove City Council and Adur & Worthing District Council ('the Councils'), on 3 October 2018 Adur District Council's Planning Committee approved the planning application 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, "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".
- 3.6 In May 2019, seven months after the Councils approved the planning application and after three written requests from the Joint Administrators and a letter to all members of The All-Party Parliamentary Group on General Aviation, the Secretary of State confirmed the planning application would not be "called-in" for further determination.
- 3.7 My solicitors are currently seeking to finalise the terms of the Section 106 agreement with the Councils and NMF, along with a separate collaboration agreement with NMF which, will include land transfers, drainage and access rights.
- 3.8 The completion of the collaboration agreement is also dependent upon the finalisation of the financial terms of NMF's Section 106 agreement.
- 3.9 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, as I consider the investment will result in a greater recovery than selling the assets in their original state, in the current market.
- 3.10 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.
- 3.11 The Environment Agency ('EA') completed their construction works at the end of October 2018 and final surveys are now being completed on the new sea wall, prior to the EA issuing their confirmation letter that the wall meets the set requirements. However, recent tests undertaken by the EA have identified leaks in part of the wall, which will need to be repaired. It is therefore intended that the EA will return to the Companies part of the wall and provide a confirmation letter that this part meets the set requirements. The EA will continue to work on repairing the leaks on the second part of the wall.
- 3.12 The third part of the wall is to be handed over to NMF under a short term licence, for works to be done regarding their drainage system. This will be included as part of a drainage management plan, to be agreed with NMF, which will include easements and licences to allow NMF to access the Shoreham Airport site, to allow drainage from their new development to pass through and reach the new sea wall.
- 3.13 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.

- 3.14 The third stage of works at the Shoreham Airport site, being the refurbishment and improvements to the airport buildings and built estate and improvements to the car parking facilities and signage, are now complete and all retention monies have been paid. As creditors have been advised previously, in order to complete these works, an additional secured facility initially in the sum of £3,000,000, was agreed with Longbow. £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.
- 3.15 As the works have now been completed, 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.
- 3.16 The final £1,000,000 provided from the Longbow facility was utilised to pay the compensation payment due to the Councils, following completion of an extension to the head leases of the Shoreham Airport site from 150 years to 350 years. The extension were completed on 6 November 2019 and an additional £100,000 new lease premium was also paid.
- 3.17 The extension agreement also allows for a number of amendments to the lease agreements in order to improve the various (onerous) terms, one of which included splitting the two leases into four new head leases.
- 3.18 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, if necessary.
- 3.19 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.
- 3.20 The Joint Administrators have recently become aware of an adverse possession / land title issue with the Councils which, needs to be resolved. The Councils recently advised that part of the land thought to be owned as part of their freehold is not owned by the Councils. The Joint Administrators have been advised that although the ownership is unclear, the Land Registry has subsequently offered this land to Network Rail. The Joint Administrators believe this land forms part of the Shoreham Airport Site and it is now expected a survey by the Land Registry and statutory declarations may be required to correct the registered ownership.
- 3.21 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 of the Shoreham Airport Site.
- 3.22 In December 2018, following the approval of the planning application in October 2018 (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, followed by final bids in December 2018. In January 2019, the head of terms and an exclusivity agreement were agreed with one party,

and a confirmed offer to purchase the whole Shoreham Airport site subject to contract and due diligence was received.

- 3.23 During the period of this report, with the assistance of my solicitors, in order to assist the proposed purchaser with their due diligence I have provided a data room and gathered information, including copies of new head leases, copies of the JCT contracts, reports from various specialists advisors regarding the land development and schedules of tenants' lease agreements and rental income were provided to the proposed purchaser.
- 3.24 The significant delay over call-in with the Secretary of State led to the purchaser reconsidering its position and despite call-in finally being cleared in May 2019, in June 2019 the proposed purchaser withdrew their offer.
- 3.25 Since then Savills have continued to field calls from interested parties over the purchase of the Shoreham Airport site. Due to the number of legal documents that have still to be finalised and that will be key for any prospective purchaser, it is now clear that a sale of the site cannot be completed by 6 December 2019, (the deadline for the end of the Administrations).
- 3.26 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.
- 3.27 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:
- 3.28 **Development of site**
 - The freehold landowners – Brighton & Hove City Council and Adur & Worthing Borough Council, and their solicitors, to finalise terms of the Section 106 agreement and liaising with them regarding the recent land title dispute;
 - The property development agent – Tavis House and their specialist agents regarding providing reports for the due diligence process;
 - The EA, regarding the sign-off and repairs required to the new sea wall along the border of the Shoreham Airport site;
 - BCAL, to discuss numerous issues, including new terms for occupation and the application for extension to the head lease with the councils;
 - NMF, to negotiating terms for a collaboration agreement, the Section 106 agreements and the drainage management plan;
 - The secured creditor, Longbow, to discuss the ongoing strategy and financing; and
 - Solicitors, Gowlings WLG (UK) LLP ('Gowlings'), engaged to liaise with the council and NMF regarding the Section 106 and collaboration agreement and drainage agreement.
- 3.29 **Sale Process**
 - Savills – to provide information for queries raised by the original proposed purchaser as part of their due diligence, to discuss terms of any future sale agreement and to discuss strategy and timings for re-opening for offers following the proposed purchasers' withdrawal;
 - 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 and to consider the future tax implications of the sale of the site;

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- 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 capital gains liabilities that will arise on any sale; and
- Longbow – to discuss the offers received, estimated value of their final debt and expected distribution of any sale proceeds.

3.30 **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;
- JLT Speciality Limited, to discussed new insurance policies for the site; and
- The secured creditor, Longbow, to provide regular updates, cashflow forecasts and discuss the ongoing strategy.

3.31 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 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 creditors have been advised previously, 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. Based on the limited financial information BCAL has provided to date, there has been no amount due to ASAL under the profit share agreement.
- 4.3 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 included changes to a number of terms of the agreement and an extension to the period of the lease agreement. As part of the deed of variation, BCAL were granted an 18 month rent free period, which commenced in December 2017.
- 4.4 Despite the intended deed of variation, in May 2019, BCAL entered into a lease assignment with Cyrrus Ltd, for the sale of the remaining 25 year lease and management agreement of Brighton City Airport.
- 4.5 The Administrators will continue, via Higgins who have been engaged to manage the properties on behalf of the Administrators, to realise the full rent and service charges from Cyrrus Ltd during the course of the Administration
- 4.6 In addition to BCAL, ASAL recovers rent from a second tenant, although the sums are relatively minimal.
- 4.7 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.

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- 4.8 During the period of this report a total amount of £20,031.91 has been received by ASAL in relation to rent, service charge, estate fees etc. BCAL's 18 month rent free period was included in part of this reporting period, and accordingly the rent received during this period was reduced.

Bank Interest Gross

- 4.9 Bank interest of £247.14 has been realised by ASAL during the period of this report.

AS LLP Assets

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

Berk 1 & Berk 2 Assets

Land & Property

- 4.11 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 and increased occupation of previously vacant units, the annual income has increased to over £1,000,000.
- 4.12 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

- 4.13 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.
- 4.14 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	483,926
Service Charge	84,214
Total	568,140

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

Rates Refund

- 4.16 During this reporting period commercial property agents Dunlop Heywood were instructed to assist with recovering a rates refund for overpayments previously made to Adur Council. A refund of £32,068.07 was received during this reporting period.

Bank Interest Gross

- 4.17 Bank interest of £51.98 and £1.48 for Berk 1 and Berk 2, respectively, has been realised during the period of this report.

Berk GP Assets

- 4.18 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. Longbow have advised that as per the loan facility agreement entered into with the Companies, there are various options for calculating the exit fee figure. One of which is a profit share basis and another is on the basis of a 1.6% multiplier, rather than interest accrued. Longbow have yet to advise which option they will be relying upon to calculate the exit fee due and 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. As mentioned in section 3.26 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 prior to completing any sale agreement.

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 AS LLP:

Creditor	Amount (£)
Egan Property Asset Management	187,200.00
Single Source Aviation Brighton LLP	444,160.00
Mr A Murley	79,000.00
Total	710,360.00

- 6.15 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

- 6.16 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.
- 6.17 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.
- 6.18 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 Following the Court Order on 31 August 2017 extending the Administrations, 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. On 22 November 2017 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 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 £870,965.34 representing 2,716.61 hours and at average charge out rate of £320.61 per hour. An amount of £168,019 of this total was incurred during the period of this report, representing 460.70 hours at an average charge out rate of £364.70 per hour.
- 8.10 The Joint Administrators’ time costs for AS LLP total £8,655.00 representing 45.25 hours at an average charge out rate of £191.27 per hour. An amount of £730.00 of this total was incurred during the period of this report, representing 2.8 hours at an average charge out rate of £260.71 per hour.
- 8.11 The Joint Administrators’ time costs for Berk 1 total £95,834.00 representing 364.62 hours at an average charge out rate of £262.83 per hour. An amount of £2,788.50 of this total was incurred during the period of this report, representing 11.40 hours at an average charge out rate of £244.61 per hour.
- 8.12 The Joint Administrators’ time costs for Berk 2 total £47,174.00 representing 212.20 hours at an average charge out rate of £222.31 per hour. An amount of £877.00 of this total was incurred during the period of this report, representing 3.20 hours at an average charge out rate of £274.06 per hour.
- 8.13 The Joint Administrators’ time costs for Berk GP total £7,208.00 representing 37.10 hours at an average charge out rate of £194.29 per hour. An amount of £707.00 of this total was incurred during the period of this report, representing 2.60 hours at an average charge out rate of £271.92 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.

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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	£96,877.48 plus VAT & disbursements	£108,833.64 plus VAT & disbursements	£598,467.48 plus VAT & disbursements	£557,428.64 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 & disbursements	£100,000 plus VAT & disbursement. Plus performance fee based on sale price	£25,000 plus VAT	£25,000 plus VAT	£179,495 plus VAT & disbursements	£179,495 plus VAT & disbursements
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	£30,000 plus disbursements & plus VAT	£45,000 plus disbursements & plus VAT	£163,875 plus disbursements VAT	£163,875 plus disbursements plus VAT

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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	Nil	Nil	£48,656 plus VAT	£48,656 plus VAT
Stiles Harold Williams partnership LLP	Marketing and arranging short term lets	£5,000 plus VAT	N/A	Nil	Nil	£5,000 plus VAT	£5,000 plus VAT
Savills Plc	Marketing the site for sale and liaising with interested parties	£350,000 plus VAT	N/A	Nil	Nil	Nil	Nil
Menzies LLP – Fixed fee	The preparation of pre and post appointment corporation 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	£10,600 plus VAT	£10,600 plus VAT	£16,600 plus VAT	£16,600 plus VAT
Menzies LLP – Fixed Fee	VAT advice regarding any future sale	£5,000 - £10,000 plus VAT	N/A	£9,500 plus VAT	£9,500 plus VAT	£9,500 plus VAT	£9,500 plus VAT
Dunlop Heywood	Rates Refund	25% of recovery	£8,017.02 plus VAT	£8,017.02 plus VAT	£8,017.02 plus VAT	£8,017.02 plus VAT	£8,017.02 plus VAT
DMH Stallard	Legal Fees regarding S106 agreement	£7,000 - £9,000 plus VAT	£12,000 plus VAT	£8,341.00 plus VAT	£8,341 plus VAT	£8,341.00 plus VAT	£8,341.00 plus VAT

8.25 Gowlings has been engaged to provide legal advice, review and prepare documents including management agreements, lease agreements, the section 106 and collaboration agreements, heads of terms, the due diligence data room and title reports. They have liaised with the EA, BCAL, NMF, the Councils and proposed purchaser on behalf of the Joint Administrators. These costs will be incurred on a time costs basis, and as there have been numerous complex agreements to be negotiated the estimate has increased. An amount of £96,877 plus VAT, has been incurred by Gowlings during the period of this report and an amount of £108,833, plus VAT, paid during the period of this report, which included an amount of £11,956 which had been incurred during the previous reporting period.

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 previous reports, 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. An advance payment of £50,000 was previously paid to Tavis House in relation to the performance based fee, and a further amount of £25,000 was paid 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 £45,000 plus VAT has been paid to Higgins during this reporting period.
- 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. No amount was 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. No amount was paid to Stiles Harrold Williams Partnership LLP 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 and VAT advice. During this reporting period advice has been provided regarding the likely capital gain and level of tax that will become payable following any future sale of the Shoreham Airport site.

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- 8.38 A report was also provided on the VAT implications of any future sale, along with assistance regarding the annual corporation tax returns. An amount of £10,600.00 was paid for the corporation tax and capital gains advice, and £9,500.00 for the VAT report.
- 8.39 Dunlop Heywood 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 25% of recoveries and were paid £8,017.25 plus VAT during this reporting period.
- 8.40 DMH Stallard have been engaged to draft, negotiate and complete the Section 106 agreement. This includes liaising with the Councils and dealing with the land title documentation. DMH Stallard have been engaged on a time costs basis, and have been paid £8,341.00 plus VAT during this reporting period in relation to the section 106 agreement.

Creditors' rights to request information

- 8.41 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

- 8.42 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 completing a sale of the land and property without being on a forced sale basis. However, given the original offer has now been withdrawn and there are still a number of issues which need to be resolved prior to any sale being finalised, I have now instructed solicitors to assist with preparing an application to Court to extend the Administrations.
- 10.2 If an extension to the Administrations is granted, my next report will be sent to creditors within one month of the three and a half 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

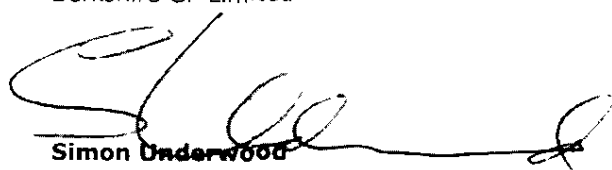
Albemarle Airport Limited

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/>

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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.*

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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

MENZIES

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

MENZIES

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

MENZIES

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 March 2019 to 6 September 2019

	From 07/09/2016 To 06/03/2019 £	From 07/03/2019 To 06/09/2019 £	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>

Albemarle Shoreham Airport Limited (In Administration)

Receipts and Payments Summary 7 March 2019 to 6 September 2019

	From 07/09/2016 to 06/03/2019	From 07/09/2016 to 06/03/2019	From 07/09/2016 to 06/03/2019	From 07/09/2016 to 06/03/2019	From 07/03/2019 to 06/09/2019	From 07/03/2019 to 06/09/2019	From 07/03/2019 to 06/09/2019	From 07/03/2019 to 06/09/2019	From 07/09/2016 to 06/09/2019
	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	3,000,000.00	-	-	3,000,000.00	-	-	-	-	3,000,000.00
Environment Agency Compensation	200,000.00	-	-	200,000.00	-	-	-	-	200,000.00
Rental Income	40,926.79	-	77,721.61	118,648.40	-	-	20,031.91	20,031.91	138,680.31
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	715.47	16.11	-	731.58	247.14	-	-	247.14	978.72
Total Receipts	3,804,259.54	16,109.87	59,934.19	3,880,303.60	247.14	-	20,031.91	20,279.05	3,900,582.65
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	179,826.81	-	-	179,826.81	-	-	-	-	179,826.81
Legal Fees (DMH Stallard Re S106)	-	-	-	-	8,341.00	-	-	8,341.00	8,341.00
Pre-appointment Fees	8,000.00	-	-	8,000.00	-	-	-	-	8,000.00
Distribution to secured creditor	112,000.00	-	-	112,000.00	-	-	-	-	112,000.00
Longbow Arrangement Fees and Costs	61,075.00	-	-	61,075.00	-	-	-	-	61,075.00
Land Development Costs	539,141.14	-	-	539,141.14	34,178.63	-	-	34,178.63	573,319.77
Property Upgrade costs	1,256,353.40	-	-	1,256,353.40	15,853.89	-	-	15,853.89	1,272,207.29
Contribution to Rent	78,205.00	-	-	78,205.00	-	-	-	-	78,205.00
Property Agents Costs	23,084.58	-	-	23,084.58	-	-	-	-	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	5,000.00	-	-	5,000.00	11,000.00
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
	3,714,538.21	-	59,872.58	3,774,410.79	63,373.52	-	-	63,373.52	3,837,784.31
Balance	89,721.33	16,109.87	261.61	106,092.81	(63,126.38)	-	20,031.91	(43,094.47)	62,998.34
Made up of									
Cash at Bank - Administration account									13,008.49
Cash at Bank - Managing Agents Account									24,780.11
Cash at Bank - Fixed Charge Bank Account									16,120.32
VAT Payable									-
VAT Receivable									9,089.42
									62,998.34

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

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

	From 07/09/2016 to 06/03/2019	From 07/09/2016 to 06/03/2019	From 07/09/2016 to 06/03/2019	From 07/09/2016 to 06/03/2019	From 07/03/2019 to 06/09/2019	From 07/03/2019 to 06/09/2019	From 07/03/2019 to 06/09/2019	From 07/03/2019 to 06/09/2019	From 07/03/2019 to 06/09/2019
	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	388,406.24	(1,616,242.34)	-	-	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	-	1,782,124.20	1,782,373.60	-	-	483,926.20	483,926.20	2,266,299.80
Rates Refund	23,330.15	-	-	23,330.15	32,068.07	-	-	32,068.07	55,398.22
Security Charges	-	-	48,405.56	48,405.56	-	-	-	-	48,405.56
Insurance	873.80	-	4,511.67	5,385.47	-	-	56,994.16	56,994.16	62,376.63
Water	-	-	2,870.83	2,870.83	-	-	-	-	2,870.83
Service Charge Contributions	-	-	148,657.29	148,657.29	-	-	84,214.09	84,214.09	232,871.38
Payment in Advance	-	-	12,709.20	12,709.20	-	-	-	-	12,709.20
CRAR	-	-	75.00	75.00	-	-	-	-	75.00
Electric	-	-	702.35	702.35	-	-	19,677.59	19,677.59	20,379.94
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	191.38	39.52	-	230.90	19.42	34.04	-	53.46	284.36
Sundry	526.03	-	-	526.03	600.00	-	-	600.00	1,126.03
Total	896,153.86	388,445.76	556,559.12	2,340,158.74	32,687.49	350,034.04	294,812.04	677,533.57	3,017,692.31
payments									
Office Holders Fees	50,000.00	255,000.00	-	315,000.00	-	90,000.00	-	90,000.00	405,000.00
Office Holders Disbursements	840.00	-	-	840.00	-	111.40	-	111.40	951.40
Distribution to secured creditor	100,000.00	20,152.00	-	120,152.00	-	-	-	-	120,152.00
Legal Fees	32,238.93	269,145.32	-	301,384.25	-	108,833.64	-	108,833.64	410,217.89
Agents Fees	17,117.34	20,000.00	-	37,117.34	8,017.02	-	-	8,017.02	45,134.36
Tax Agents' Fees	-	-	-	-	15,100.00	-	-	15,100.00	15,100.00
Property Management Fees	6,656.90	-	101,850.00	108,506.90	-	-	45,000.00	45,000.00	153,506.90
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 Development Fees	63,128.50	-	5,758.38	68,886.88	-	-	-	-	68,886.88
Non Recoverable Rental Expenses	-	-	32,284.71	32,284.71	-	-	3,347.76	3,347.76	35,632.47
Insurance	-	183,032.68	-	183,032.68	-	49,885.62	-	49,885.62	232,918.30
Service Charge Costs	-	-	217,971.64	217,971.64	-	-	94,095.58	94,095.58	312,067.22
Cleaning	-	-	3,389.85	3,389.85	-	-	-	-	3,389.85
Electricity	-	-	30,928.91	30,928.91	-	-	793.36	793.36	31,722.27
Gas	-	-	2,656.68	2,656.68	-	-	3,917.90	3,917.90	6,574.58
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	-	-	51,636.94	51,636.94	-	-	-	-	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	-	-	3,432.16	3,432.16	96,649.28
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	678,724.45	777,330.00	615,782.15	2,071,836.60	23,117.02	248,810.66	150,586.76	422,514.44	2,494,351.04
	217,429.41	111,115.76	(60,223.03)	268,322.14	9,570.47	101,223.38	144,225.28	255,019.13	523,341.27

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

45,698.03
392,843.04
73,041.53
2,915.36
-
8,843.31

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

523,341.27

MENZIES

Berkshire GP Limited (In Administration)

Receipts and Payments Account

7 March 2019 to 6 September 2019

	From 07/09/2016 To 06/03/2019 £	From 07/03/2019 To 06/09/2019 £	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) LLP - IN ADMINISTRATION

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

Balance of 5 March 2019									
Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £	
Administration and planning	0.10	-	-	-	-	0.40	109.00	272.50	
Creditors	-	-	1.20	-	-	1.20	321.00	267.50	
Investigations	-	-	-	-	-	-	-	-	
Realisation of assets	-	-	-	-	-	-	-	-	
Trading	-	-	-	-	-	-	-	-	
Statutory	-	-	1.20	-	-	1.20	300.00	250.00	
Hours	0.10	-	2.40	-	-	2.80	730.00	260.71	
Charge (£)	50.50	0.00	621.00	0.00	0.00	58.50	45.25	191.27	
Total time costs							8,655.00		

Fees Charged & Paid
 For the period ended 06/03/2017
 For the period ended 08/09/2017
 For the period ended 06/03/2018
 For the period ended 06/09/2018
 For the period ended 06/03/2019
 For the period ended 06/09/2019

Balance Outstanding

Summary of Joint Administrators' Disbursements Incurred & Paid

Nature:	Incurring	Paid	Incurring	Paid	Total Incurred	Total Paid
	07-Sep-16	07-Sep-16	07-Mar-19	07-Mar-19		
	to	to	to	to		
	06-Mar-19	06-Mar-19	06-Sep-19	06-Sep-19		
	£	£	£	£	£	£
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

ALBEMARLE SHOREHAM AIRPORT LIMITED - IN ADMINISTRATION

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

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 March 2019							2,256.91	702,946.34	311.60
Administration and planning	21.40	97.10	30.40	-	2.40	1.90	153.20	59,000.00	385.72
Creditors	-	33.00	24.00	-	-	-	57.00	20,098.50	352.61
Investigations	-	-	-	-	-	-	-	-	-
Realisation of assets	0.40	98.50	45.20	-	-	-	144.10	51,982.00	360.74
Statutory	-	-	17.90	-	-	-	17.90	4,531.00	253.13
Trading	-	62.50	26.00	-	-	-	88.50	32,407.50	366.19
Hours	21.80	291.10	143.50	-	2.40	1.90	460.70	168,019.00	364.70
Charge (£)	11,009.00	117,895.50	38,412.50	-	319.50	370.50			
Total time costs							2,716.61	870,965.34	320.61

Fees Charged and Paid

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

* 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

Amount
£40,000.00
£50,000.00
£181,000.00 *
£105,000.00 *
£90,000.00 *
£90,000.00 *
£556,000.00

Balance Outstanding

404,965.34

Summary of Joint Administrators' Disbursements Incurred & Paid

Nature:	Incurring 07-Sep-16 to 06-Mar-19	Paid 07-Sep-16 to 06-Mar-19	Incurring 07-Mar-19 to 06-Sep-19	Paid 07-Mar-19 to 06-Sep-19	Total Incurred	Total Paid
£	£	£	£	£	£	£
Courier Costs	92.10	0.00	0.00	92.10	92.10	92.10
Travel & Subsistence	54.88	27.78	0.00	27.10	54.88	54.88
Specific penalty bond	320.00	320.00	0.00	0.00	320.00	320.00
Room hire	80.00	80.00	0.00	0.00	80.00	80.00
Rail Fares	39.20	39.20	0.00	0.00	39.20	39.20
	586.18	466.98	0.00	119.20	586.18	586.18

Berkshire Nominee 1 Ltd (In Administration)
Analysis of Joint Administrators' Time Costs
Period 7 March 2019 to 6 September 2019

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 March 2019							353.22	93,045.50	263.42
Administration and planning	0.90	-	0.30	-	-	4.60	5.80	1,357.00	233.97
Creditors	-	-	0.90	-	-	-	0.90	249.50	277.22
Statutory	-	-	2.40	-	-	-	2.40	600.00	250.00
Investigations	-	-	-	-	-	-	-	-	-
Realisation of assets	-	-	2.00	-	-	-	2.00	507.00	253.50
Trading	-	-	0.30	-	-	-	0.30	75.00	250.00
Hours	0.90	-	5.90	-	-	4.60	11.40		
Charge	454.50	-	1,517.00	-	-	817.00	2,788.50		244.61

Total Time Costs

364.62 95,834.00 262.83

Fees Drawn

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
for the period ended 06/09/2019

10,000.00
10,000.00
10,000.00
-

30,000.00

Balance Outstanding

65,834.00

Summary of Joint Administrators' Disbursements Incurred & Paid

	Incurring 07-Sep-16 to 06-Mar-19	Paid 07-Sep-16 to 06-Mar-19	Incurred 07-Mar-19 to 06-Sep-19	Paid 07-Mar-19 to 06-Sep-19	Total Incurred	Total Paid
Nature:						
Courier Costs	£ 14.08	£ 0.00	£ 0.00	£ 0.00	£ 14.08	£ 0.00
Specific penalty bond	420.00	420.00	0.00	0.00	420.00	420.00
	434.08	420.00	0.00	0.00	434.08	420.00

MENZIES

BERKSHIRE NOMINEE 2 LIMITED - IN ADMINISTRATION

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

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 March 2019							209.00	46,297.00	221.52
Administration and planning	0.50	-	0.20	-	-	0.90	1.60	463.00	289.38
Creditors	-	-	0.40	-	-	-	0.40	114.00	285.00
Statutory	-	-	1.20	-	-	-	1.20	300.00	250.00
Realisation of assets	-	-	-	-	-	-	-	-	-
Trading	-	-	-	-	-	-	-	-	-
Hours	0.50	-	1.80	-	-	0.90	3.20	877.00	274.06
Charge	252.50	-	464.00	-	-	160.50	212.20	47,174.00	222.31
Total Time Costs									

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
For the period ended - 06/09/2019

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

Balance Outstanding

17,174.00

Summary of Administrators' Disbursements Incurred & Paid

Nature:	Incurring to 06-Mar-19	Paid to 06-Mar-19	Incurring to 06-Sep-19	Paid to 06-Sep-19	Total Incurred	Total Paid
Specific penalty bond	£ 420.00	£ 420.00	£ 0.00	£ 0.00	£ 420.00	£ 420.00

BERKSHIRE GP LIMITED - IN ADMINISTRATION

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

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance B/F 6 March 2019							34.50	6,507.00	188.43
Administration and planning	-	-	1.70	-	-	-	1.70	456.50	268.53
Creditors	-	-	-	-	-	-	-	-	-
Investigations	0.10	-	0.20	-	-	-	0.30	100.50	-
Realisation of assets	-	-	-	-	-	-	-	-	-
Trading	-	-	0.60	-	-	-	0.60	150.00	250.00
Statutory	0.10	-	2.50	-	-	-	2.60	-	-
Hours	50.50	-	856.50	-	-	-	-	707.00	271.92
Charge	-	-	-	-	-	-	-	-	-
Total time costs							37.10	7,208.00	194.29

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
For the period ended - 06/09/2019

Balance

Summary of Joint Administrators' Disbursements Incurred & Paid

	Incurring 07-Sep-16 to 06-Mar-19	Paid 07-Sep-16 to 06-Mar-19	Incurring 07-Mar-19 to 06-Sep-19	Paid 07-Mar-19 to 06-Sep-19	Total Incurred	Total Paid
Nature:	£	£	£	£	£	£
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	Costs Incurred 07/03/2019 to 06/09/2019	Costs Paid 07/03/2019 to 06/09/2019	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	DM + Stalard	Planning advice and strategy	38,750	8,333	8,333	47,428	47,428
4	Hyland Edgar Owen (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	Lumiere 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	-	-	48,494	48,494
9	PCA Heritage	Archaeology Advice and Desktop Study	3,000	-	-	5,839	5,839
10	Phionum Ltd	Air Quality Consultancy Services	1,210	-	-	3,380	3,380
11	PRC	Masterplanner/Architects	48,500	-	-	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	Savills Plc	Marketing	-	-	-	6,730	2,692
15	Soils Ltd	Ground Work Investigation	-	-	-	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	Vericos	Transport & Traffic advice and Strategy	15,000	845	845	27,282	21,292
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
Total			196,453	9,179	9,179	332,650	328,612

Schedule of Costs and Payments to Refurbishment and Improvement Agents

#	Agent	Description	Original Cost Estimate	Costs Incurred 07/03/2019 to 06/09/2019	Costs Paid 07/03/2019 to 06/09/2019	Costs Incurred Total	Costs Paid Total
1	AD Construction Ltd	Refurbishment Work	626,655	-	-	662,331	662,331
2	Bourne Construction	Refurbishment Work	455,540	10,234	10,234	399,122	399,122
3	Bramber Construction Company Ltd	Refurbishment Work	2,559	-	-	2,559	2,559
4	Cirpo Limited	Principle Designer - Re property development	26,342	5,620	5,620	111,291	111,291
5	Comack 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	Tetra	Asbestos Removal	700	-	-	6,120	6,120
9	Brighton City Airport Limited	Refurbishment Work (works undertaken by Woodland Farmington Ltd)	-	-	-	48,250	48,250
Total			1,117,496	16,854	16,854	1,259,276	1,259,276

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.