

AM10

Notice of administrator's progress report



Companies House

WEDNESDAY



A12 *A7G9ZB1D* 10/10/2018 #285
COMPANIES HOUSE

ase
ise

1 Company details

Company number O C 3 2 5 0 5 4

Company name in full Albemarle(Shoreham) LLP

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

2 Administrator's name

Full forename(s) Simon James

Surname Underwood

3 Administrator's address

Building name/number Lynton House

Street 7 - 12 Tavistock Square

Post town London

County/Region

Postcode W C 1 H 9 L T

Country

4 Administrator's name ①

Full forename(s) David Robert

Surname Thurgood

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

5 Administrator's address ②

Building name/number Lynton House

Street 7 - 12 Tavistock Square

Post town London

County/Region

Postcode W C 1 H 9 L T

Country

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

AM10

Notice of administrator's progress report

6 Period of progress report

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

7 Progress report

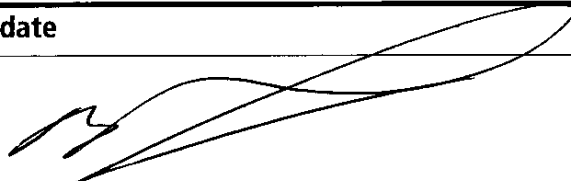
☒ I attach a copy of the progress report

8 Sign and date

Administrator's
signature

Signature

X



X

Signature date	^d 0	^d 3	^m 1	^m 0	^y 2	^y 0	^y 1	^y 8
----------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

AM10

Notice of administrator's progress report



Presenter information

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

Contact name **Caroline Davenport**

Company name **Menzies LLP**

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

Post town **London**

County/Region

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

Country

DX

Telephone **020 7387 5868**



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



Where to send

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

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



Further information

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

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

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

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

Dated: 3 October 2018

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

Name of Joint Administrators:	Simon James Underwood & David Robert Thurgood Menzies LLP Lynton House 7-12 Tavistock Square London WC1H 9LT
Date of appointment:	7 September 2016
Report period to:	6 September 2018
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.

CONTENTS

1. Introduction
2. Company information
3. Progress to date
4. Assets
5. Investigations
6. Creditors' claims
7. Dividend prospects
8. Costs and expenses
9. Data Protection
10. Concluding remarks

APPENDICES

- I. Statutory information
- II. Joint Administrators' receipts and payments accounts
- III. Analysis of post appointment time costs
- IV. Summary of post appointment Professional Fees
- V. Joint Administrators' original proposals

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 2018.
- 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 and 4 March 2018. Copies of the Proposals, which were deemed to have been approved on 16 November 2016, are attached at Appendix V.
- 1.3 As advised in my previous reports the administrations were due to automatically end 12 months after the commencement unless extensions were agreed by either the relevant creditors or Court. On 24 July 2017 I filed an application in Court to extend the duration of the Administrations due to a number of complex ongoing issues.
- 1.4 The Court duly made an Order extending the Administrations on 31 August 2017 for a period of two years and three months, until 6 December 2019.

2. COMPANY INFORMATION

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

3. PROGRESS TO DATE

- 3.1 The manner in which the affairs and property of the Companies have been managed since my last report and how they will continue to be managed are set out below. Attached at Appendix II are receipts and payments accounts for the period ended 6 September 2018.
- 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 and Berk 1 and Berk 2, with the approval of the secured creditor, Longbow Investments No. 3 S.A.R.L. ('Longbow') with the intention of developing the airport site as a whole in order to improve the asset and increase its overall value for the benefit of creditors.
- 3.4 Longbow have long believed that there could be significant value enhancement by improving the current industrial estate and obtaining planning permission for the development land at the North end of the airport's runway. It is hoped this medium term strategy will enable realisations from the sales of the land and property to be maximised.

- 3.5 As advised in my previous reports, 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.
- 3.6 An outline planning application was submitted in July 2017 for the joint development with New Monks Farm Limited (BHA Football Club) ('NMF') for the development of approximately 600 new houses, employment space and a new joint access road on land adjoining NMF and Shoreham Airport.
- 3.7 Formal registration of both applications was received in late 2017. However, despite an "Officer's Report" recommending the application and support from the Independent Shoreham Airport Consultative Committee and Brighton City Airport Limited ('BCAL'), following the submissions Adur and Worthing District Council responded with a number of queries regarding the applications and requested additional information to support them. Property development agents, Tavis House Properties Limited ('Tavis House') instructed further specialist advisors to assist in gathering the requested material to provide to the councils.
- 3.8 The councils' planning committee subsequently met on 18 July 2018 to consider the application for development submitted by NMF. Unfortunately, at this meeting the planning committee deferred their decision and as a result, the Companies' application for development was also deferred. A decision date for both applications to be heard has now been set for 3 October 2018, which has unfortunately delayed the progress in achieving the objectives of the Administrations.
- 3.9 Given the outline planning application has yet to be granted, the commencement of marketing the overall development land and airport site has been further delayed for the short term.
- 3.10 As creditors were advised in my last report, given the advice received from property agents and the initial interest received, is hoped a suitable offer may be received following an initial marketing campaign with outline planning consent only.
- 3.11 I am firmly of the view that it is in the best interest of the Companies' creditors for planning permission to be obtained prior to selling the Shoreham Airport Site. Although this process has required some further investment from Longbow and delayed the commencement of marketing the site, as mentioned below, I consider the investment will result in a greater recovery than selling the assets in their current state, in the current market.
- 3.12 I advised creditors previously, that the second stage of the development is 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 will be achieved by constructing a new sea wall to replace existing defences along the East side of the Shoreham Airport site. The new sea wall will be higher than the current wall and have a 100 year life expectancy. The current wall only has a 3-5 year life expectancy.
- 3.13 Numerous complex issues have been resolved in this major project to ensure all stakeholders are protected as far as possible and the Works Agreement was entered into with the Environment Agency ('EA') in April 2018. As part of the agreement, eight hectares of land was gifted to the EA for one of the reaches of the sea wall to be constructed on.
- 3.14 Initial access and set-up for the works commenced at the beginning of April 2018 for two weeks, which included delivering site cabins, erecting fences and signage, reptile trapping and delivering

stone to site. Full site works started at the end of April 2018 and it was expected that, subject to the weather, the EA works would be finished by the end of October 2018. I understand the work has progressed well and all work requiring dry weather has been completed. It is expected the EA will finalise the construction of the new sea wall in November 2018, a few weeks behind schedule.

- 3.15 I consider that the construction of the sea wall is essential to ensuring a sale of the assets at the best possible price, given any potential buyer and their lenders/insurers will want to ensure flooding risk is significantly reduced before committing to any purchase.
- 3.16 The third stage of works at the Shoreham Airport site, is the refurbishment and improvements to the airport buildings and built estate and improvements to the car parking facilities and signage, for which I negotiated an additional secured facility with Longbow in the sum of £3,000,000 initially, for the Companies. This money has been used to cover the costs of contractor works being under taken on three major buildings, and included cladding, glazing repairs, roof repairs and the removal of asbestos, along with other Administration costs including management agents' fees, land development fees, legal fees and valuation fees.
- 3.17 The refurbishments and improvements are close to being finalised, with works having been completed on two of the three major buildings and the retention monies paid on one of these. With the majority of work now complete, it has enabled real estate agents, Graves Son & Pilcher LLP to complete lettings of the vacant sites and in that regard a number of new tenants have entered into contracts with Berk 1 and Berk 2 to occupy the previously vacant units. This has enabled the rent roll to be maximised and enhanced the future sales proceeds from the estate.
- 3.18 It is intended the funds provided from the Longbow facility will also be used to cover costs and a premium payment in obtaining an extension to the long leasehold to the Shoreham Airport site. As creditors have been advised previously, Brighton & Hove City Councils and Worthing Borough Council own the freehold to the site and rejected my previous offer to purchase the freehold land, as they wished to retain the freehold, albeit on a peppercorn rent.
- 3.19 With the help of my agents and solicitors, I have now negotiated with the councils an extension to the long leasehold from 150 years to 350 years, and also to allow for a number of amendments to the lease agreement in order to improve the various (onerous) terms, a summary of which are listed below.
 - Split the lease into four new head leases;
 - Changes to the airport operation provisions;
 - Ongoing investment in the current estate buildings;
 - Work with the environment agency to dedicate land for the delivery of the Adur tidal walls project;
 - Cooperate with regards to provision for a memorial for the Shoreham Air Show crash; and
 - Various other modernisations to the leases.
- 3.20 After lengthy negotiations, in March 2018 both Brighton & Hove City Council and Adur & Worthing Borough Council members approved the new proposals and draft heads of terms were agreed. Following, which I instructed solicitors to enter into detailed discussions with the councils to finalise the new lease agreements.

- 3.21 As part of the new leasehold agreements, the Companies will pay the deferred consideration payment of £1,100,000 to the councils as per the old lease terms. I am of the opinion that dividing the leasehold into four new 350 year head leases will be more attractive to future purchasers of the site and make it easier for the site to be sold in parts rather than as one complete sale.
- 3.22 The proposed lease agreements will be split as follows:
- 1) The airport and current built estate along with land to facilitate the Adur tidal wall scheme;
 - 2) The proposed Eastern development site;
 - 3) Drainage and highway land to facilitate the New Monks Farm Development and a memorial garden to commemorate the Shoreham Air Show crash; and
 - 4) An area currently used as grazing land.
- 3.23 Should planning permission be granted, 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. However, prior to making any overage payment there are still a number of key deliverables that need to have passed / put in place prior to receiving full consent. These include:
- Granting of outline planning permission;
 - Expiration of the Judicial Review period;
 - Expiration of the Call-In period; and
 - The signing of the section 106 agreement for both NMF and the Companies, (these have been agreed but not signed as yet).
- 3.24 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 instructed Savills Plc ('Savills') to commence initial soundings in respect of the marketing on the Shoreham Airport Site. Savills have started gathering the required information for the due diligence process and specialist agents have now been instructed to carry out environmental work on site. This work has comprised ground work investigations including chemical and gas testing.
- 3.25 With the consent of the Joint Administrators, Savills have spoken to a small number of parties known to them, who they believe may be interested in all or part of the Shoreham Airport site, in order to gauge initial interest.
- 3.26 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 numerous correspondence with the following:
- 3.27 **Development of site**
- The freehold landowners – Brighton & Hove City Council and Adur & Worthing Borough Council, to finalise terms of the new head lease, to provide financial information regarding the site and to seek approval of the planning applications, etc.;
 - The property development agent – Tavis House and their specialist agents;
 - The EA to discuss the construction of the new sea wall along the border of the Shoreham Airport site and finalise terms for the major works to take place;
 - BCAL, to discuss numerous issues, including new terms for occupation, the application for extension to the head lease with the councils and works to hangar doors for their premises;

- New Monks Farm, to discuss cooperation and applications to council, along with negotiating terms for a collaboration agreement, to include land transfers, drainage and access rights;
- The secured creditor, Longbow, to discuss the ongoing strategy and financing;
- Savills, to discuss marketing strategy and gather information for future due diligence reports; and
- Solicitors, Gowlings WLG (UK) LLP ('Gowlings'), engaged to liaise with the council regarding the new head lease and planning application, to draft contracts, deeds and engagement letters and also to consider the future tax implications of the sale of the site.

3.28 **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;
- Various contractors and the works project managers;
- BCAL, to discuss the current lease agreement and gather financial information etc.;
- Gowlings to deal with real estate issues, new lease agreement with tenants and other ad hoc matters; and
- The secured creditor, Longbow, to provide regular updates, cashflow forecasts and discuss the ongoing strategy.

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

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

4. **ASSETS**

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

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

ASAL Assets

Long term leasehold /Land and property/ Management with BCAL

- 4.2 Following both mine and my agents' and solicitors' ongoing negotiations and discussions with the Councils, in March 2018 the councils agreed the Joint Administrators' proposal to extend the term of the leasehold and split the lease into four individual leases be accepted.
- 4.3 As mentioned above, following the councils' agreement to the proposed extension from 150 years to 350 years and amendments to the terms of the lease, I have now instructed my solicitors to liaise with Brighton & Hove City Council and Adur & Worthing Borough Council to enter into detailed discussions in order to finalise the terms of the new lease agreements.
- 4.4 Given the reasons outlined in sections 3.18 to 3.24, I am again of the belief that longer leasehold periods and improved terms will be a pivotal selling point for potential purchasers.
- 4.5 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 £24,000 plus VAT and service charges and costs and a 50% profit share between ASAL and BCAL, subject to certain commercial terms. BCAL have provide me with financial information, in order to ascertain how much profit, if any should be received by ASAL under the profit share agreement. Based on the numbers provided, there is currently no amount due to ASAL.
- 4.6 During the period of this report, I have been finalising the terms of a deed of variation to the management agreement currently in place with BCAL for their occupation and ongoing use of the Shoreham Airport site. This has included changes to a number of terms of the agreement and an extension to the period of the management agreement. However, this deed of variation, will not be entered into until terms have been finalised with the councils and the new head lease agreements have been signed.

- 4.7 In addition to BCAL, ASAL recovers rent from a second tenant, although the sums are relatively minimal.
- 4.8 Management agents, Higgins, continue to manage the offices and industrial units at the Shoreham Airport site. This management includes collecting quarterly rents and service charge, maintaining books and records, arranging lease renewals and finalising lease terms with new tenants, arranging payments of utilities and services and maintaining the buildings and public areas.
- 4.9 During the period of this report a total amount of £436.45 has been received by ASAL in relation to rent, service charge, estate fees etc. The rental income received during this reporting period is significantly lower than previous periods, due to an 18 month rent free period granted to BCAL as part of the terms of the deed of variation to BCAL's management agreement, which commenced in December 2017. The Administrators will continue to realise the rent and service charges during the course of the Administration, via Higgins who have been engaged to manage the properties on behalf of the Administrators.

Environment Agency Compensation

- 4.10 As mentioned above, the agreement entered into with the EA included gifting eight hectares of Shoreham Airport Land to the EA, for part of the new sea wall construction. The Group had to compensate any tenants who were affected by the demise of this land and a compensation payment of £200,000 was received by ASAL from the EA during the period of this report.

Bank Interest Gross

- 4.11 Bank interest of £250.11 has been realised by ASAL during the period of this report.

AS LLP Assets

Freehold and leasehold land

- 4.12 AS LLP owns the freehold to part of the site known as "1 acre site", which is located to the North side of the airport site, and which had a book value of £150,000 in the management books and records as at March 2016. This site is subject to onerous overage obligations which may make it more difficult to dispose of.
- 4.13 AS LLP is noted on the title for long leasehold land for a number of other plots, which had a combined value of £1.545 million in the books and records as at March 2016.
- 4.14 All of the above sites will be included in the redevelopment of the Shoreham Airport site.
- 4.15 There have been no asset realisations in AS LLP to date.

Berk 1 & Berk 2 Assets

Land & Property

- 4.16 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 account as at March 2016. The land and property comprise 15 occupational leases and 15 ground leases, with an estimated income of circa £850,000.
- 4.17 As mentioned above, the long leasehold commercial leases will be included in the new extended lease agreements, which are to be finalised with Brighton & Hove City Council and Adur & Worthing Borough Council.

Rental Income

- 4.18 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.
- 4.19 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	396,439
Service Charge	34,234
Total	430,673

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

Bank Interest Gross

- 4.21 Bank interest of £28.24 and £5.72 for Berk 1 and Berk 2, respectively, has been realised during the period of this report.

Berk GP Assets

- 4.22 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. 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.
- 6.2 Longbow will be relying on its fixed and floating charge in order to recover the outstanding balance and have been actively involved in assisting the Joint Administrators with various aspects of the Administrations in order to maximise the recovery value. At this stage, it is not yet known if Longbow will be repaid in full, however both Longbow and the Joint Administrators are of the belief that the implementation of refurbishments and the development plan is the method most likely to achieve the highest return to Longbow.
- 6.3 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.
- 6.4 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.
- 6.5 To date an amount of £2,000,000 has been drawn down from this facility. 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 final development costs, and in particular the expected overage payment due to the Councils as owners of the head lease following the approval of planning permission.

Unsecured preferential creditors

- 6.6 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

- 6.7 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

- 6.8 The Companies provided floating charges to Longbow in June 2014. Given there is a qualified floating charge holder, the prescribed part provision will apply.
- 6.9 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. 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, as it is uncertain how long the Administration will continue.
- 6.10 There is not expected to be any prescribed part distribution available to creditors of AS LLP or Berk GP.

Unsecured non-preferential creditors

- 6.11 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.
- 6.12 To date, in addition to the Longbow debt, I am aware of the following unsecured non-preferential creditor claims of ASAL:

Creditor	Amount (£)
Adur & Worthing Councils	388.86
Brighton & Hove City Council	1,193,520.00
Brighton City Airport Limited	17,000.00
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	2,345,115.86

- 6.13 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 (£)
Adur & Worthing Councils	77,308.94
Brighton City Airport Limited	480.00
Single Source Aviation Brighton LLP	11,840,216.00
Total	11,918,004.94

- 6.14 I have received a proof of debt form from HMRC in relation to pre-appointment VAT due of £5,997 due under the Companies group registration.
- 6.15 I have also received a proof of debt form from Single Source, in relation to funding provided to AS LLP of £7,489,776. At this stage, the inter-company balances have not been reconciled nor investigated any further.
- 6.16 To be clear, none of the unsecured non-preferential creditor claims have been reviewed or accepted.
- 6.17 The Joint Administrators will adjudicate upon the non-preferential unsecured creditor claims if and when there are funds available to enable a prescribed part 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 secured creditors of the Companies, however the value of any distribution is as yet uncertain.

Unsecured preferential Creditors

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

Unsecured non-preferential Creditors

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

8. COSTS AND EXPENSES

Joint Administrators' post appointment remuneration

- 8.1 Given a creditors' committee was not formed and that there will be insufficient funds available to enable a distribution to be made to unsecured creditors, other than by way of a prescribed part distribution, it is for the secured creditor to approve the Joint Administrators' remuneration.
- 8.2 On 5 January 2017, the secured creditor resolved for ASAL that "the Joint Administrators be remunerated on a time costs basis subject by reference to the time properly given by them and their staff in attending to matters arising in the Administration and that the Joint Administrators can only draw fees up to an amount of £95,235 plus VAT, as set out in the fees estimate circulated within the Joint Administrators' proposals. Should the Joint Administrators exceed the fee estimate, they shall seek authority from creditors to draw further fees".
- 8.3 On 5 January 2017, the secured creditor resolved for Berk 1 that "the Joint Administrators be remunerated on a time costs basis subject by reference to the time properly given by them and their staff in attending to matters arising in the Administration and that the Joint Administrators can only draw fees up to an amount of £30,420 plus VAT, as set out in the fees estimate circulated within the Joint Administrators' proposals. Should the Joint Administrators exceed the fee estimate, they shall seek authority from creditors to draw further fees".
- 8.4 On 5 January 2017, the secured creditor resolved for Berk 2 that "the Joint Administrators be remunerated on a time costs basis subject by reference to the time properly given by them and their staff in attending to matters arising in the Administration and that the Joint Administrators can only draw fees up to an amount of £30,420 plus VAT, as set out in the fees estimate circulated within the Joint Administrators' proposals. Should the Joint Administrators exceed the fee estimate, they shall seek authority from creditors to draw further fees".
- 8.5 Given the Administrations may now continue until 6 December 2019, in November 2017 I entered into discussions with Longbow to agree an increase to the Joint Administrators' remuneration for ASAL, Berk 1 and Berk 2. Full details of the costs incurred each month by the Joint Administrators and their staff to date, were provided to Longbow, along with an outline of future works to be undertaken during the course of the Administrations. Following which, it was agreed with Longbow that the Joint Administrators remuneration be increased to a fixed fee of £15,000 per month from 1 September 2017 onwards.
- 8.6 Longbow also approved that accrued unbilled Work in Progress to November 2017 of £231,000 be recovered at a rate of 50%, being £116,000, and that this be paid as and when funds permit. In addition Longbow also approved a new performance and results based fee structure be implemented.
- 8.7 As no fee approval had been sought for AS LLP or Berk GP, in February 2018 I sought approval from Longbow. On 22 February 2018 the secured creditor resolved for AS LLP that "the Joint Administrators remuneration be fixed by reference to the time properly given by them and their staff in dealing with the matters relating to the Administration, such time to be charged at the hourly charge out rates of the grade of staff undertaking the work at the time the work is

undertaken and shall not exceed the amount of £4,728.00 as set out in the Joint Administrators correspondence dated 16 February 2018, without further approval from the secured creditor”.

- 8.8 On 22 February 2018 the secured creditor resolved for Berk GP that “the Joint Administrators remuneration be fixed by reference to the time properly given by them and their staff in dealing with the matters relating to the Administration, such time to be charged at the hourly charge out rates of the grade of staff undertaking the work at the time the work is undertaken and shall not exceed the amount of £4,829.50 as set out in the Joint Administrators correspondence dated 16 February 2018, without further approval from the secured creditor”.
- 8.9 The Joint Administrators’ time costs for ASAL total £549,724.34 representing 1,780.11 hours and at average charge out rate of £308.81 per hour. An amount of £134,043.00 of this total was incurred during the period of this report, representing 444.40 hours at an average charge out rate of £301.63 per hour.
- 8.10 The Joint Administrators’ time costs for AS LLP total £6,249.50 representing 33.75 hours at an average charge out rate of £185.17 per hour. An amount of £1,120 of this total was incurred during the period of this report, representing 4.7 hours at an average charge out rate of £238.30 per hour.
- 8.11 The Joint Administrators’ time costs for Berk 1 total £85,479.00 representing 322.42 hours at an average charge out rate of £265.12 per hour. An amount of £10,115.00 of this total was incurred during the period of this report, representing 35.40 hours at an average charge out rate of £285.73 per hour.
- 8.12 The Joint Administrators’ time costs for Berk 2 total £44,547.50 representing 201.20 hours at an average charge out rate of £221.41 per hour. An amount of £2,571.50 of this total was incurred during the period of this report, representing 10.60 hours at an average charge out rate of £242.59 per hour.
- 8.13 The Joint Administrators’ time costs for Berk GP total £5,776.00 representing 29.50 hours at an average charge out rate of £195.80 per hour. An amount of £628.00 of this total was incurred during the period of this report, representing 3.3 hours at an average charge out rate of £190.30 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 £105,000 plus VAT for ASAL. It should be noted, that as shown in Appendix II, the remuneration paid to ASAL during this period, was paid from the Berk 1 and Berk 2 fixed charge bank account, under the control of Longbow.

Pre-Administration Costs

- 8.15 The only pre-appointment time costs incurred were by Menzies LLP, who were engaged to act by Longbow on 1 September 2016. Details of their pre-appointment fees are shown in section 8.22 below.
- 8.16 A Creditors’ guide to Administrators’ fees is available via the following link:
<https://www.menzies.co.uk/helping-you/business-recovery/fees-guide/>

- 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 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>
	£	£	£	£
Partner/Director	365-505	365-505	315-505	330-505
Manager	225-295	225-295	225-345	210-400
Senior Administrator	210	195	185-230	175-230
Administrator	75-195	75-195	85-180	80-170
Support staff	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	£450,000 plus VAT and disbursements	£70,500 plus VAT & disbursements	£106,290 plus VAT & disbursements	£320,023 plus VAT & disbursements	£320,023 plus VAT & disbursements
TLT LLP – Time costs basis	Legal Advice (in relation to new Longbow facility)	N/A	£20,000 plus VAT	Nil	Nil	£23,283 plus VAT	£23,283 plus VAT
Tavis House Properties Limited – Fixed Fee	Land Development Management	£50,000 plus VAT and disbursements	£100,000 plus VAT & disbursement. Plus performance fee based on sale price	Nil	£50,000 plus VAT	£154,495 plus VAT	£154,495 plus VAT
Forsters LLP – Time costs basis	Legal advice (Group structure)	£5,000 plus VAT	N/A	Nil	Nil	£7,3034 plus VAT	£7,3034 plus VAT
Egan Property Asset Management Limited – Fixed Fee	Property management	£60,000 per annum to 07/07/2017	N/A	Nil	Nil	£30,000 plus VAT	£30,000 plus VAT
SJ Higgins – Fixed fee	Property management	N/A	£60,000 per annum from 01/07/2017	£32,200 plus disbursements & plus VAT	£10,000 plus disbursements & plus VAT	£102,025 plus VAT	£33,804 plus disbursements plus VAT
Sampson Arnold Ltd – percentage of realisations	Business Rates Refund	£3,266 plus VAT	£3,266 plus VAT	Nil	Nil	£3,266 plus VAT	£3,266 plus VAT
Avire UK Lettings Ltd – percentage of realisation	Property agents (Business rates savings)	£2,831 plus VAT	N/A	Nil	Nil	£2,831 plus VAT	£2,831 plus VAT
Graves Son & Pilcher – Percentage of Income	Marketing and arranging short term lets	£5,000 plus VAT	£35,000 plus VAT	£6,656 plus VAT	£6,656 plus VAT	£34,656 plus VAT	£34,656 plus VAT

Menzies LLP – Fixed fee	The preparation of pre and post appointment tax returns (if any).	£3,000 pre – appointment returns & £275 per return post appointment	N/A	£6,000 plus VAT	Nil	£6,000 plus VAT	Nil
-------------------------	---	---	-----	-----------------	-----	-----------------	-----

- 8.25 Gowlings has been engaged to provide legal advice, review and prepare documents including management agreements, lease agreements, letters of engagement, deeds of grant, heads of terms and title reports. They have liaised with the EA, BCAL and the councils on behalf of the Joint Administrators. These costs will be incurred on a time costs basis, and as there are a number of complex agreements to be negotiated the estimate has increased. An amount of £70,500, plus VAT, has been incurred by Gowlings during the period of this report and an amount of £106,290, plus VAT, paid during the period of this report. The total estimated to be paid to Gowlings has been increased by a further £100,000 plus VAT and disbursements.
- 8.26 TLT LLP ("TLT") were engaged to assist with advice and preparation of documents regarding the new facility agreement entered into with Longbow. No amount has been incurred or paid to TLT during the period of this report.
- 8.27 Tavis House were originally engaged to assist with providing services to obtain planning and development consent and to provide project co-ordination on a fixed fee basis of £50,000 plus VAT and disbursements. As advised in my last report, given the significant increase in the amount of work undertaken, the fee was increased to £100,000 plus VAT and disbursements.
- 8.28 Following discussions with Longbow, during the period of this report, a performance based agreement was entered into with Tavis House, based on the final sale price achieved for the site. Given the delays in commencing the sale process and the level of additional work undertaken by Tavis House, an advance payment £50,000 plus VAT of the performance based fee was paid to Tavis House, during this reporting period. This payment will be deducted from any final performance related fee.
- 8.29 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.
- 8.30 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.
- 8.31 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. During the period of this report, an amount of £32,200 plus disbursements plus VAT, was incurred by Higgins, which also includes an amount of £2,200 incurred in relation to completing a new lease agreement.

- 8.32 During this reporting period there have been a number of reports where further information was required by Higgins, and I therefore advised Higgins that their invoices would be put on hold until all outstanding matters had been resolved. Accordingly only £10,132 plus VAT has been paid to Higgins during this reporting period.
- 8.33 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.
- 8.34 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.
- 8.35 Graves Son & Pilcher LLP, ("GS&P") are real estate agents who have been engaged to market and arrange short terms lettings of the vacant sites. An amount of £6,656 plus VAT has been paid to GS&P during this reporting period.
- 8.36 Menzies LLP have been authorised to deal with all matters of corporation tax. Pre and post appointment returns have been prepared and submitted to HMRC for ASAL and AS LLP during this reporting period. A total amount of £6,000 plus VAT has been charged for the work undertaken during this period. No amount has yet been paid to Menzies LLP tax department during the period of this report.

Creditors' rights to request information

- 8.37 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

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

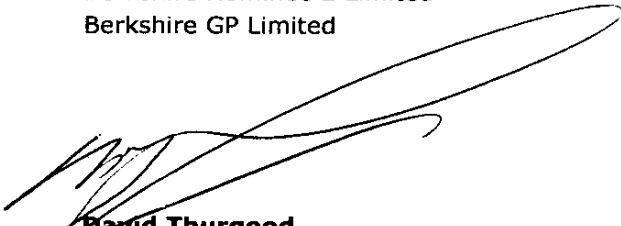
9 DATA PROTECTION NOTICE

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

10. CONCLUDING REMARKS

- 10.1 I am continuing to operate the business for ASAL, Berk 1 and Berk 2 with the approval of the secured creditor, with the intention of developing the airport site as a whole in order to improve the overall asset and increase its overall value. This is a medium term strategy with the hope of resulting in a sale of the land and property without being on a forced sale basis.
- 10.2 My next report will be sent to creditors within one month of the two 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



David Thurgood
Joint Administrator

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

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

APPENDIX I

Statutory Information

STATUTORY INFORMATION – ALBEMARLE SHOREHAM AIRPORT LIMITED

Date of Incorporation 18 February 2008

Registered Number 06506097

Company Directors

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

Shareholders

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

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

Registered Office

Current:

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

Formerly:

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

Bankers

Coutts & Company

Secured Creditor

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

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

STATUTORY INFORMATION – ALBEMARLE(SHOREHAM) LLP

Date of Incorporation 22 December 2006

Registered Number OC325054

LLP Designated Member

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

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

Registered Office Current:

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

Formerly:

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

Bankers Coutts & Company

Secured Creditor

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

STATUTORY INFORMATION – BERKSHIRE NOMINEE 1 LIMITED

Date of Incorporation 13 July 2005

Registered Number 05507175

Director

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

Shareholders

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

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

Registered Office

Current:

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

Formerly:

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

Bankers

Coutts & Company

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 2018 to 6 September 2018

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

Albemarle Shoreham Airport Limited (In Administration)

Receipts and Payments Summary 7 March 2018 to 6 September 2018

	From 07/09/2017 to 06/03/2018	From 07/09/2017 to 06/03/2018	From 07/09/2017 to 06/03/2018	From 07/09/2017 to 06/03/2018	From 07/03/2018 to 06/09/2018	From 07/03/2018 to 06/09/2018	From 07/03/2018 to 06/09/2018	From 07/03/2018 to 06/09/2018	From 07/09/2018 to 06/03/2018
	Administration Account (£)	Fixed Charge Rent Account (£)	Managing Agents Account (£)	Total (£)	Administration Account (£)	Fixed Charge Rent Account (£)	Managing Agents Account (£)	Total (£)	Total (£)
Receipts									
Transferred from Agents to Administration Account	11,155.35	-	(27,249.11)	(16,093.76)	-	-	-	-	(16,093.76)
Cash at Bank	10,890.37	-	-	10,890.37	-	-	-	-	10,890.37
Secured Creditor Advance	146,000.00	-	-	146,000.00	-	-	-	-	146,000.00
Development Facility Advance	2,000,000.00	-	-	2,000,000.00	-	-	-	-	2,000,000.00
Environment Agency Compensation	-	-	-	-	200,000.00	-	-	200,000.00	200,000.00
Rental Income	40,926.79	-	76,979.41	117,906.20	-	-	436.45	436.45	118,342.65
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	394,875.30	16,093.76	2,661.51	413,630.57	-	-	-	-	413,630.57
Bank Interest Gross	373.45	-	-	373.45	241.99	8.12	-	250.11	623.56
Total Receipts	2,612,559.05	16,093.76	59,185.99	2,687,838.80	200,241.99	8.12	436.45	200,686.56	2,888,525.36
Total Payments									
Office Holders Fees	211,000.00	-	-	211,000.00	-	-	-	-	211,000.00
Office Holders Disbursements	536.30	-	-	536.30	-	-	-	-	536.30
Legal Fees and Disbursements	175,416.81	-	-	175,416.81	-	-	-	-	175,416.81
Pre-appointment Fees	8,000.00	-	-	8,000.00	-	-	-	-	8,000.00
Distribution to secured creditor	100,000.00	-	-	100,000.00	-	-	-	-	100,000.00
Longbow Arrangement Fees and Costs	61,075.00	-	-	61,075.00	-	-	-	-	61,075.00
Land Development Costs	403,462.64	-	-	403,462.64	123,141.50	-	-	123,141.50	526,604.14
Property Upgrade costs	829,667.26	-	-	829,667.26	296,076.14	-	-	296,076.14	1,125,743.40
Contribution to Rent	78,205.00	-	-	78,205.00	-	-	-	-	78,205.00
Property Agents Costs	12,084.58	-	-	12,084.58	4,000.00	-	-	4,000.00	16,084.58
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
	1,959,749.57	-	59,672.58	2,019,422.15	423,297.64	-	-	423,297.64	2,442,719.79
Balance	652,809.48	16,093.76	(486.59)	668,416.65	(223,055.65)	8.12	436.45	(222,611.08)	445,805.57
Made up of									
Cash at Bank - Administration account									389,797.59
Cash at Bank - Managing Agents Account									1,497.45
Cash at Bank - Fixed Charge Bank Account									16,105.58
VAT Payable									-
VAT Receivable									38,404.95
									445,805.57

Albemarle Shoreham Airport Limited, Albemarle(Shoreham) LLP, Berkshire Nominee 1 Limited,
Berkshire Nominee 2 Limited and Berkshire GP Limited – All In Administration
Six Monthly Progress Report

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

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

	From 07/09/2017 to 06/03/2018	From 07/09/2017 to 06/03/2018	From 07/09/2017 to 06/03/2018	From 07/09/2017 to 06/03/2018	From 07/03/2018 to 06/09/2018	From 07/03/2018 to 06/09/2018	From 07/03/2018 to 06/09/2018	From 07/03/2018 to 06/09/2018	From 07/09/2018 to 06/03/2018
	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)	680,530.37	213,406.24	(167,119.35)	-	47,305.73	325,000.00	(372,305.73)	-	-
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	-	-	-	-	900.00
Rental Income	249.40	-	960,338.65	960,338.65	-	-	396,439.33	396,439.33	1,356,777.98
Rates Refund	23,330.15	-	23,330.15	23,330.15	-	-	-	-	23,330.15
Security Charges	-	-	48,405.56	48,405.56	-	-	-	-	48,405.56
Insurance	870.80	-	4,511.67	5,382.47	-	-	-	-	5,382.47
Water	-	-	2,870.83	2,870.83	-	-	-	-	2,870.83
Service Charge Contributions	-	-	77,763.22	77,763.22	-	-	34,234.24	34,234.24	111,997.46
Payment in Advance	-	-	12,709.20	12,709.20	-	-	-	-	12,709.20
CRAR	-	-	75.00	75.00	-	-	-	-	75.00
Electric	-	-	702.35	702.35	-	-	-	-	702.35
Dilapidations	-	-	1,020.00	1,020.00	-	-	-	-	1,020.00
Lease Premiums / Variations	62,250.00	-	130,250.00	130,250.00	-	-	-	-	130,250.00
Bank Interest	154.93	5.33	136.16	160.26	18.22	15.74	-	33.96	194.22
Sundry	526.03	-	526.03	526.03	-	-	-	-	526.03
Total	848,811.68	213,411.57	1,199,144.83	1,447,159.08	47,323.95	325,015.74	58,367.84	430,707.53	1,877,866.61
Payments									
Office Holders Fees	60,000.00	60,000.00	-	120,000.00	-	105,000.00	-	105,000.00	225,000.00
Office Holders Disbursements	840.00	-	-	840.00	-	-	-	-	840.00
Distribution to secured creditor	100,000.00	20,152.00	-	120,152.00	-	-	-	-	120,152.00
Legal Fees	32,238.93	39,093.35	-	71,332.28	-	106,289.65	-	106,289.65	177,621.93
Agents Fees	12,117.34	20,000.00	-	32,117.34	-	-	-	-	32,117.34
Property Management Fees	-	-	30,000.00	30,000.00	6,656.90	-	10,000.00	16,656.90	46,656.90
Undertaking for Council's Legal Fees	-	30,000.00	-	30,000.00	-	-	-	-	30,000.00
Transfer of Group Funds	395,000.00	-	-	395,000.00	-	-	-	-	395,000.00
Land Developments Fees	63,128.50	-	-	63,128.50	-	-	5,758.38	5,758.38	68,886.88
Non Recoverable Rental Expenses	-	-	20,402.34	20,402.34	-	-	1,967.75	1,967.75	22,370.09
Insurance	-	-	-	-	-	89,496.32	-	89,496.32	89,496.32
Service Charge Costs	-	-	94,140.23	94,140.23	-	-	58,724.68	58,724.68	152,864.91
Cleaning	-	-	3,389.85	3,389.85	-	-	-	-	3,389.85
Electricity	-	-	19,099.72	19,099.72	-	-	11,245.43	11,245.43	30,345.15
Gas	-	-	2,656.68	2,656.68	-	-	-	-	2,656.68
Fire Precautions	-	-	1,414.08	1,414.08	-	-	-	-	1,414.08
Water	-	-	15,790.19	15,790.19	-	-	-	-	15,790.19
Health & Safety	-	-	3,302.36	3,302.36	-	-	-	-	3,302.36
Repairs and Maintenance	-	-	38,015.94	38,015.94	-	-	3,080.00	3,080.00	41,095.94
Security	-	-	49,965.81	49,965.81	-	-	-	-	49,965.81
Sundries	-	-	58.62	58.62	-	-	131.99	131.99	190.61
Rates	3,692.78	-	74,026.58	77,719.36	-	-	15,497.76	15,497.76	93,217.12
Professional Fees	-	-	2,050.00	2,050.00	-	-	5,870.23	5,870.23	7,920.23
Legal & Professional	-	-	350.00	350.00	-	-	-	-	350.00
Debt Recovery	-	-	300.00	300.00	-	-	405.00	405.00	705.00
Bank Charges	50.00	-	142.42	192.42	-	-	-	-	192.42
Total	667,067.55	169,245.35	355,104.82	1,191,417.72	6,656.90	300,785.97	112,681.22	420,124.09	1,611,541.81
	181,744.13	44,166.22	844,040.01	255,741.36	40,667.05	24,229.77	54,313.38	10,583.44	266,324.80

Made up of:

Balance in Fixed Charge Rent Account	2,330.79
Balance in Higgins	200,772.29
Balance in Berkshire Nominee 1 Ltd	47,314.09
Balance in Berkshire Nominee 2 Ltd	2,912.43
VAT Payable	
VAT Receivable	12,995.20

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

266,324.80

**Berkshire GP Limited
(In Administration)**

Receipts and Payments Account

7 March 2018 to 6 September 2018

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

APPENDIX III

Analysis of post appointment time costs

ALBEMARLE SHOREHAM AIRPORT LIMITED - IN ADMINISTRATION Analysis of Joint Administrators' Time Costs Period 7 March 2018 to 6 September 2018

Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 March 2018								
Administration and planning	15.40	87.00	29.90	-	41.20	184.30	56,650.50	307.36
Creditors	-	3.20	31.20	-	9.00	43.40	9,634.00	221.98
Investigations	-	-	2.00	-	-	2.00	450.00	225.00
Realisation of assets	0.70	45.80	25.70	-	-	72.20	24,213.00	335.36
Stellwork	-	3.10	16.00	-	-	19.10	4,824.50	252.59
Trading	-	61.80	61.80	-	-	123.40	38,271.00	310.14
Hours	16.10	200.90	166.40	-	50.20	444.40	134,043.00	301.63
Charge (£)	7,810.50	79,355.50	37,440.00	-	7,385.00	2,052.00	134,043.00	301.63
Total time costs								
						1,780.11	549,724.34	308.81

Fees Charged and Paid
For the period 07/09/2016 - 06/03/2017
For the period 07/03/2016 - 06/09/2017
For the period 07/09/2017 - 06/03/2018
For the period 07/03/2017 - 06/09/2018
* As advised in the report, this amount has been paid from the fixed charge account of Berkshire Nominee 1 Limited and Berkshire Nominee 2 Limited

Balance Outstanding

278,724.34

Summary of Joint Administrators' Disbursements Incurred & Paid

Nature:	Incurring 07-Sep-16 to 06-Mar-17	Paid 07-Sep-16 to 06-Mar-17	Incurring 07-Mar-17 to 06-Sep-17	Paid 07-Mar-17 to 06-Sep-17	Incurring 07-Sep-17 to 06-Mar-18	Paid 07-Sep-17 to 06-Mar-18	Incurring 07-Mar-18 to 06-Sep-18	Paid 07-Mar-18 to 06-Sep-18	Total Incurred	Total Paid
Counter Costs	£ 0.00	£ 0.00	£ 15.83	£ 0.00	£ 9.07	£ 0.00	£ 29.79	£ 0.00	£ 54.69	£ 0.00
Travel & Subsistence	54.88	27.78	0.00	0.00	0.00	0.00	0.00	0.00	54.88	27.78
Specific penalty bond	320.00	320.00	0.00	0.00	0.00	0.00	0.00	0.00	320.00	320.00
Room Hire	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	80.00
Rail Fares	39.20	39.20	0.00	0.00	0.00	0.00	0.00	0.00	39.20	39.20
	414.08	396.98	15.83	0.00	9.07	0.00	109.79	80.00	548.77	466.98

ALBEMARLE(SHOREHAM) LLP - IN ADMINISTRATION

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

Balance b/f 6 March 2018									
Administration and planning	0.30	-	-	-	-	-	-	29.05	5,129.50
Creditors	-	1.20	0.60	-	-	-	-	2.70	466.00
Investigations	-	-	-	-	-	-	-	1.80	609.00
Realisation of assets	-	-	-	-	-	-	-	-	-
Trading	-	-	-	-	-	-	-	-	-
Statutory	-	-	-	-	-	-	-	-	-
Hours	0.30	1.20	0.60	-	-	-	-	0.20	45.00
Charge (£)	145.50	474.00	180.00	0.00	0.00	320.50	0.00	4.70	1,120.00
Total time costs								33.75	6,249.50
									185.17

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

Balance Outstanding

Summary of Joint Administrators' Disbursements Incurred & Paid

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

Berkshire Nominee 1 Ltd (in Administration)

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

Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 March 2018								
Administration and planning	2.30	3.90	1.00	-	6.80	287.02	75,364.00	262.57
Creditors	-	1.50	2.40	-	-	20.90	5,169.50	247.34
Statutory	-	-	1.90	-	-	3.90	1,132.50	290.38
Realisation of assets	-	2.20	0.10	-	-	1.90	427.50	225.00
Trading	-	6.20	0.20	-	-	2.30	891.50	387.61
Hours	2.30	13.80	5.60	-	6.80	35.40	2,494.00	388.69
Charge	1,115.50	5,451.00	1,260.00	-	977.50	1,311.00	10,115.00	285.73
Total Time Costs							322.42	85,479.00
Fees Drawn								265.12
for the period ended 06/03/2017								10,000.00
for the period ended 06/09/2017								10,000.00
for the period ended 06/03/2018								10,000.00
for the period ended 06/09/2018								-
Balance Outstanding							55,479.00	

Summary of Joint Administrators' Disbursements Incurred & Paid

Nature:	Incurring 07-Sep-16 to 06-Mar-17	Paid 07-Sep-16 to 06-Mar-17	Incurring 07-Mar-17 to 06-Sep-17	Paid 07-Mar-17 to 06-Sep-17	Incurring 07-Sep-17 to 06-Mar-18	Paid 07-Sep-17 to 06-Mar-18	Incurring 07-Mar-18 to 06-Sep-18	Paid 07-Mar-18 to 06-Sep-18	Total Incurred	Total Paid
Courier Costs	£ 0.00	£ 0.00	£ 14.08	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 14.08	£ 0.00
Specific penalty bond	£ 420.00	£ 420.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 420.00	£ 420.00
	£ 420.00	£ 420.00	£ 14.08	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 434.08	£ 420.00

BERKSHIRE NOMINEE 2 LIMITED - IN ADMINISTRATION

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

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance b/f 6 March 2018							190.60	41,976.00	220.23
Administration and planning	1.30	1.00	-	-	4.30	1.50	8.10	1,924.00	237.53
Creditors	-	-	0.90	-	-	-	0.90	202.50	225.00
Statutory	-	-	1.10	-	-	-	1.10	247.50	225.00
Realisation of assets	-	0.50	-	-	-	-	0.50	197.50	395.00
Trading	-	-	-	-	-	-	-	-	-
Hours	1.30	1.50	2.00	-	4.30	1.50	10.60		
Charge	630.50	592.50	450.00	-	613.50	285.00		2,571.50	242.59
Total Time Costs							201.20	44,547.50	221.41

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

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

Balance Outstanding

14,547.50

Summary of Administrators' Disbursements Incurred & Paid

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

BERKSHIRE GP LIMITED - IN ADMINISTRATION

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

	Partner	Director	Manager	Senior	Administrator	Cashier	Total Hours	Charge £	Average rate £
Balance B/F 6 March 2018							26.20	5,148.00	196.49
Administration and planning	0.30	-	-	-	2.20	-	2.50	448.00	179.20
Creditors	-	-	0.40	-	-	-	0.40	90.00	225.00
Investigations	-	-	-	-	-	-	-	-	-
Realisation of assets	-	-	-	-	-	-	-	-	-
Trading	-	-	-	-	-	-	-	-	-
Statutory	-	-	0.40	-	-	-	0.40	90.00	225.00
Hours	0.30	-	0.80	-	2.20	-	3.30		
Charge	145.50	0.00	180.00	0.00	302.50	0.00		628.00	190.30
Total time Costs							29.50	5,776.00	195.80

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

Balance

Summary of Joint Administrators' Disbursements Incurred & Paid

	Incurring 07-Sep-18	Paid 07-Sep-16	Incurring 07-Mar-17	Paid 07-Mar-17	Incurring 07-Sep-17	Paid 07-Sep-17	Incurring 07-Mar-18	Paid 07-Mar-18	Total Incurred	Total Paid
Nature:										
Specific penalty bond	£ 20.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 0.00	£ 20.00	£ 0.00
	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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 07/03/2018 to 06/09/2018	Costs Paid 07/03/2018 to 06/09/2018	Costs Incurred Total	Costs Paid Total
Aerozeal Ltd	Consultancy Services	500	-	-	500	500
Civil Engineering Partnership (CEP)	Flood Risk Assessment	5,000	7,405	7,405	29,815	29,815
DMH Stirling	Planning advice and strategy	38,750	4,132	4,132	39,095	39,095
Hyland Edgar Driver (HED UK)	Landscaping & Visual Impact Advice & Strategy	25,500	1,150	1,150	20,300	20,300
Lane & Frankham Ltd	Environmental Surveys	-	-	-	4,500	4,500
Lewis & Co Planning South East Ltd	Planning Applications	-	6,582	6,582	6,582	6,582
Lumiere Studio Ltd	Lighting Design and Consultancy	-	-	-	3,250	3,250
Marshall Regan Ltd	Socio-Economic Impact Assessment & Employment Space Consultant, General Strategic Advice & Monthly Consultation	36,374	7,500	7,500	42,197	42,197
PCA Heritage	Archaeology Advice and Desktop Strategy	3,000	-	-	5,839	5,839
Phicrom Ltd	Air Quality Consultancy Services	1,210	-	-	3,390	3,390
PRC	Masterplan/Architects	48,500	-	-	57,000	57,000
Pre Construct	Wireline Photography and Survey	5,350	-	-	5,350	5,350
Ramboll UK Ltd	Environmental & Site Assessment Reports	-	18,775	18,775	22,675	22,675
Savills Plc	Marketing	-	4,038	-	6,730	2,692
Soils Ltd	Ground Work Investigation	-	24,643	24,643	24,643	24,643
The Ash Partnership UK Ltd	Ecology & Botanical work	4,374	430	430	3,546	3,546
Van Guardia	Noise assessment advice and Strategy	7,500	-	-	7,850	7,850
Vectris	Transport & Traffic advice and Strategy	15,000	7,150	7,150	20,437	20,437
York Aviation LLP	Examination of Aviation Compliance	-	-	-	1,840	1,840
Zara	Topographical Survey	5,395	-	-	5,395	5,395
Total:		196,453	81,805	77,767	310,934	306,895

Schedule of Costs and Payments to Refurbishment and Improvement Agents

Agent	Description	Original Cost Estimate	Costs Incurred 07/03/2018 to 06/09/2018	Costs Paid 07/03/2018 to 06/09/2018	Costs Incurred Total	Costs Paid Total
AD Construction Ltd	Refurbishment Work	626,855	191,818	191,818	649,977	649,977
Bourne Construction	Refurbishment Work	455,640	7,800	7,800	399,122	399,122
Bramber Construction Company Ltd	Refurbishment Work	2,559	-	-	2,559	2,559
Cirpo Limited	Principle Designer - Re: property development	26,342	28,826	28,826	98,634	98,634
Carmack Advertising	Logo Design and Branding	3,500	-	-	7,620	7,620
Hunters Property Investment	Traffic Survey	2,000	-	-	2,000	2,000
Simpson Electrical Solutions Ltd	Electrical Works and Inspection	-	18,383	18,383	18,383	18,383
Tetra	Asbestos Removal	700	-	-	6,120	6,120
Brighton City Airport Limited	Refurbishment Work (works undertaken by Woodland (Earthmoving) Ltd)	-	49,250	49,250	49,250	49,250
Total:		1,117,496	296,076	296,076	1,233,664	1,233,664

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.