

Appendix 1

Shoreham Airport: List of Proposals

The aims from both sides perspectives:

1. To get Albemarle Shoreham Airport Limited (ASAL) & Albemarle (Shoreham) LLP (LLP) out of the airport operation.
2. To get BCAL operating the airport on a long term lease.
3. The £1m to be deferred and paid from profits on eastern development.
4. Albemarle to retain its leasehold interest in the east and west development sites (subject to the Councils 20% override and £1m deferred consideration) and the buildings mentioned below.
5. Albemarle be allowed to restructure its leasehold interests.
6. Enhance job creation.
7. Enhance long term viability.
8. Enhance Brighton City Deal and Shoreham Hub.

To achieve this:

- A. That the Councils agree to a deed of variation of the lease to allow the payment of the £1 million deferred payment under the original lease to be further deferred and payment be linked to the development land.
- B. That the Councils agree to ASAL surrendering the airport lease – land edged orange on attached plan 1.
- C. That the Councils agree to grant new simultaneous leases:
 - C1. One to BCAL of the 'open land' they need to operate the airport. (The area of land to the north of the runway needs to be fine-tuned so that it is the land required to comply with CAP 168 that would be demised. The boundary line may need to change depending on the location of the proposed roundabout. If it impacts adversely on the western plot then the boundary line will be pushed back.)
 - C2. One to LLP of the development sites – "west" and "east" plots, the Terminal, Municipal Hanger, Car Parks and small section of land in the south western corner. Exact details to be agreed by negotiation.

- D. The Council's agree to the above on the basis that LLP grant simultaneous full put and repair underlease to BCAL of the Terminal, Municipal Hanger and Car Parks.
- E. The Councils agree to the above on the basis that BCAL take a lease on the same terms as the existing Airport Lease (albeit with a slightly reduce term) and an underlease as per point D.
- F. The Councils agree to. ASAL assigning the commercial headlease to the LLP