



Plymouth Argyle Football Company Limited (The) (In Administration)

Joint Administrators' report to creditors pursuant to paragraph 49 of Schedule B1 to the Insolvency Act 1986 and proposal for a Company Voluntary Arrangement.



The P&A Partnership
Business Recovery & Insolvency

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED (THE)

Brendan Ambrose Guilfoyle, Christopher Michael White & John Russell appointed Joint Administrators on 4 March 2011.
The Joint Administrators act as agents of the company without personal liability.

Correspondence to the Joint Administrator of Plymouth Argyle Football Company Limited (The)

Registered Office: 93 Queen Street, Sheffield, S1 1WF

Telephone: 0114 275 5033 Facsimile: 0114 276 8556

Registered in England & Wales - Company No. : 00110819

TO ALL KNOWN CREDITORS

Our Ref: P368311/G/JJPP/CMW/JLH/DH/LEM

Your Ref:

Date: 21 April 2011

Contact: Joanne Hammond/Daniel Hitchen

Dear Sirs

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED (THE) - IN ADMINISTRATION **Joint Administrators – Brendan Ambrose Guilfoyle, Christopher Michael White and John Russell**

As you may be aware, I was appointed joint administrator of the above Company on 4 March 2011, together with Christopher Michael White and John Russell.

I enclose for your attention a copy of our proposals in accordance with Paragraph 49 of Schedule B1 of the Insolvency Act 1986 and Rule 1.12 of the Insolvency Rules 1986 and attach notices of two meetings of creditors to be held on 6 May 2011 at Home Park Stadium, Plymouth PL2 3DQ.

The first meeting at 2.00 pm is for creditors to vote on the administrators' proposals. The key resolution is to propose a Company Voluntary Arrangement ("CVA").

The second meeting will be at 2.30 pm and is for creditors to vote on the CVA proposal itself. In the event the first meeting has not concluded by 2.30 pm then I will adjourn the CVA meeting as appropriate.

A company may vote either by proxy or through a representative appointed by Board resolution. A creditor who is an individual can either vote in person at the meeting or by proxy.

There are three documents that require completion should you wish to register a claim and/or vote at both or either of the meetings.

1. Creditors' statement of claim – this form is to be used by creditors to confirm their debt in both the CVA and in the administration. It should be completed if you wish to vote at either or both meetings and to vote at the administration meeting, must be received by the joint administrators no later than 12 noon on 5 May 2011.

For your information, a secured creditor is entitled to vote in respect of any unsecured balance of claim after deduction of the estimated security value. A creditor claiming retention of title must deduct the estimated value of any such rights and a creditor claiming under a hire purchase, conditional sale or chattel leasing agreement is entitled to vote only for the amount due and payable at the date of the administration, being 4 March 2011.

2. Proxy form for administrators' proposals – this form allows creditors to vote to accept, reject or modify the administrators' proposals. It must be completed if you wish to vote at the Administration meeting but cannot attend, or if a company wishes to vote and it must be received by the Joint Administrators no later than 12 noon on 5 May 2011.
3. Proxy form for CVA proposal – this form enables creditors to vote to accept, reject or modify the proposed CVA as sent out. It must be completed if you wish to vote at the CVA meeting but cannot attend, or if a company wishes to vote and it must be received by the joint administrators no later than 12 noon on 5 May 2011.

The completed creditors statement of claim form and proxy forms (if applicable) should be sent to the above office (by post, by fax or email, epost@thepandapartnership.com) for the attention of Joanne Hammond or Daniel Hitchen.

Acting on legal advice we have circulated season ticket holders who were technically creditors at 4 March 2011.

Yours faithfully

For and on behalf of Plymouth Argyle Football Company Limited (The)


B A GUILFOYLE
Joint Administrator
Acting as Agent of the Company without Personal Liability

Enclosures:

The administrators' proposals pursuant to Paragraph 49

The administrators' proposals for a CVA

Appendices as referred to within both sets of administrators' proposals

Statement of claim form

Formal notice of the meeting of creditors to vote on the administrators' proposals

Formal notice of the meeting of creditors to vote on the CVA

Form 8.2 – proxy for the meeting of creditors to vote on the administrators proposals

Form 8.1 – proxy for the meeting of creditors to vote on the CVA

**PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED (THE)
- IN ADMINISTRATION**

Report to creditors pursuant
to Paragraph 49 to
Schedule B1 of the
Insolvency Act 1986 ("**Report**")

This Report contains 16 pages

Notice: about this Report

This Report has been prepared by Brendan Ambrose Guilfoyle, Christopher Michael White and John Russell, the Joint Administrators of Plymouth Argyle Football Company Limited (The), solely to comply with their statutory duty under Paragraph 49 of Schedule B1 to the Insolvency Act 1986 to lay before creditors a statement of their proposals for achieving the statutory purposes of the Administration and for no other purpose. It is not suitable to be relied upon by any other person, or for any other purpose, or in any other context.

This Report has not been prepared in contemplation of it being used, and it is not suitable to be used, to inform any investment decision in relation to the debt of or any financial interest in Plymouth Argyle Football Company Limited (The).

Any estimated outcome for creditors included in this Report is illustrative only and cannot be relied upon as guidance to the actual outcome for creditors.

Any person that chooses to rely on this Report for any purpose or in any context other than under Paragraph 49 of Schedule B1 to the Insolvency Act 1986 does so at their own risk. To the fullest extent permitted by law, the Joint Administrators do not assume any responsibility and will not accept any liability in respect of this Report.

The Joint Administrators act as agents for and on behalf of Plymouth Argyle Football Company Limited (The) and contract without personal liability. The appointments of the Joint Administrators are personal to them and, to the fullest extent permitted by law, The P&A Partnership does not assume any responsibility and will not accept any liability to any person in respect of this Report or the conduct of the Administration.

CONTENTS

1. Glossary
2. Introduction
3. Background and events leading up to the appointment of the Joint Administrators
4. Purpose, initial strategy and progress of the Administration
5. Sale of business and assets
6. Future conduct of the Administration
7. Creditors' meeting
8. Joint Administrators' proposals to achieve the statutory purpose of the Administration
9. Future reporting

APPENDICES

1. Statutory information
2. Estimated statement of affairs as at 4 March 2011
3. Summary of Joint Administrators' time costs to 15 April 2011
4. Receipts and payments account for the period from 4 March to 20 April 2011
5. Creditors' guide to the fees, expenses and disbursements charged by The P&A Partnership
6. List of Unsecured Creditors' names, addresses and amounts

1 GLOSSARY

Act	The Insolvency Act 1986 (as amended);
Administration	the Notice of Appointment filed in the High Court of Justice, Chancery Division, Leeds District Registry, in respect of Plymouth Argyle Football Company Limited (The), dated 4 March 2011 by the directors of the Company. Court Administration Number 270 of 2011;
Company	Plymouth Argyle Football Company Limited (The) – In Administration;
CVA	a company voluntary arrangement pursuant to Part 1 of the Act;
EC Regulations	The Council Regulation (E/C) 1346/2000 of 29 May 2000 on Insolvency Proceedings (as amended);
FA	The Football Association Limited (CRN: 77797) of registered address Wembley Stadium, Wembley, London, HA9 0WS;
Football League	The Football League Limited (CRN: 80612) of registered address Edward VII Quay, Navigation Way, Preston, Lancashire, PR2 2YF;
Football League Share	the Club's shareholding in the share capital of the Football League;
Football Regulations	the current articles, rules, regulations and policies of the Football League and the Football Association;
HMRC	Her Majesty's Revenue & Customs;
Joint Administrators	Brendan Ambrose Guilfoyle, Christopher Michael White and John Russell all of The P&A Partnership;
PFA	the Professional Footballers' Association;
Premier League	The Football Association Premier League Limited (CRN: 2719699) of registered address 30 Gloucester Place, London, W1U 8PL;
Rules or Rule	The Insolvency Rules 1986 (as amended).

2 INTRODUCTION

Brendan Ambrose Guilfoyle, Christopher Michael White and John Russell were appointed as Joint Administrators of the Company on 4 March 2011 following the filing at court of a notice of appointment of administrators by the directors of the Company.

The Joint Administrators are authorised to act as insolvency practitioners by the Insolvency Practitioners Association, 4-10 Heneage Lane, London, EC3A 5DQ.

In accordance with Paragraph 100(2) of the Act the functions of the Joint Administrators are being exercised by any one of them.

In accordance with Paragraph 49 of the Act, the Joint Administrators set out their proposals in this Report for achieving the statutory purpose of the Administration and for the conduct of the Administration (see section 8 below).

The Report also includes certain information required to be provided to creditors in accordance with Rule 2.33 of the Rules.

The appropriate statutory information is set out at Appendix 1.

The EC Regulation applies to the Administration and the proceedings are main proceedings as defined in article 3 of the EC Regulation. Therefore the Administration will be conducted according to UK insolvency legislation and is not governed by the insolvency law of any other European Union member.

3 BACKGROUND AND EVENTS LEADING UP TO THE APPOINTMENT OF THE JOINT ADMINISTRATORS

3.1 The information provided in paragraphs 3.2 to 3.4 below is based upon the Company's records and information provided by its directors, the accuracy of which the Joint Administrators are unable to substantiate. The Joint Administrators cannot be held personally liable for errors or misstatement of fact contained therein.

3.2 Football history

3.2.1 Plymouth Argyle Football Club was founded in 1886 as Argyle FC (the **Club**).

3.2.2 The Club is a professional association football club based in Plymouth.

3.2.3 The Company is the legal trading entity of the Club. The Company was incorporated in 1910 a few years after the Club had turned professional in 1903. The Club became a member of The Football League in 1920.

3.2.4 The principal objective of the Company was to maintain the existence of the Club and promote a successful future for the Club by supporting a professional first team for business and social benefits.

- 3.2.5 The Club currently competes in League One of The Football League, having been relegated from The Championship, the highest tier of The Football League, at the end of the 2009/10 season.
- 3.2.6 The Club has enjoyed a relatively successful past ten years in terms of performance on the field. Between the 2001/02 and 2003/04 seasons, the Club gained promotion from Division Three (now known as League Two) to Division One (now known as The Championship). The Club therefore commenced the 2004/05 season in the Championship where it retained its status and continued to improve its league position year on year, finishing 10th in The Championship at the end of the 2007/08 season, continuing the Club's unprecedented record of improving their league position every season since the start of the millennium. However 2008 saw the departure of a number of key players and so began the decline of the Club on the field.
- 3.2.7 On 2 July 2009, Sir Roy Gardner took over as chairman of the Club with Keith Todd MBE, Yasuki Kagami and George Synan being appointed to the board of directors.
- 3.2.8 The Club subsequently suffered relegation to League One following a poor performance during the 2009/10 season after a number of player sales had been made during the 2008 January and summer transfer windows.
- 3.2.9 Following on from relegation to League One, Peter Reid was appointed as manager on 24 June 2010.
- 3.2.10 On 23 November 2010, the Club won 2-1 at home to Dagenham & Redbridge FC in front of a crowd of just 4,960 which was their lowest league attendance since they were in the bottom tier of The Football League. Shortly after, HMRC issued a winding up petition on the Company and appeared in court on 8 December 2010. The Company managed subsequently paid. The potential of the Club was evident three days later when a sell out crowd of 14,347 turned up at Home Park to watch the Club beat local rivals Exeter City FC 2-0.
- 3.2.11 Despite attempts to secure the Company's finances, it was clear that the Company required significant investment to take it forward and avoid future winding up petitions from creditors of the Company. England's failure to win its bid to host the 2018 World Cup also had an impact on cash flows as Home Park had been listed as a site for matches. On 24 December 2010 it was announced that Keith Todd MBE had stood down as Executive Director, to be replaced temporarily by Paul Stapleton, but Mr Todd remained on the board of directors. On 27 December 2010 it was announced that Sir Roy Gardner had relinquished his role as chairman and stood down from the board. This was part of a proactive attempt to attract investment into the Company.

- 3.2.12 On 21 February 2011, after a period of attempts to attract investment into the Company, the Company had to seek court protection and the board of directors filed a notice of intention to appoint administrators over the Company. This triggered an immediate 10 league point deduction from The Football League. This points deduction dropped the Club to the bottom of League One where the Company remains as at the date of this proposal. A notice of appointment of administrators was issued at court on 4 March 2011 when the Club formally entered administration.

3.3 Home Park Stadium

- 3.3.1 The Club largely demolished its stadium, Home Park (the **Stadium**), after the millennium and undertook a major redevelopment of the site. The Stadium was reopened in phases between 2001 and 2003. The Stadium refurbishment is still ongoing but completion has been halted by the Club's financial position. The new stadium was funded by Plymouth City Council.
- 3.3.2 In December 2006, the Club purchased the freehold of the Stadium from Plymouth City Council for £2.7million, releasing the Stadium from a 125 year lease.

3.4 Finance

- 3.4.1 On 18 October 2010, HMRC issued a winding up petition against the Company for the sum of £503,252.54 (**Petition**). The Petition was due to be heard on 8 December 2010 but the Club obtained a 63 day adjournment within which time they satisfied the petition debt.
- 3.4.2 Throughout December 2010 and up to the Administration, the Joint Administrators are aware that attempts were made between the Company and HMRC to agree a form of standstill on enforcement by HMRC in an attempt to avoid any further winding up petitions and administration but these were unsuccessful due to a failure of both parties being able to reach agreement.
- 3.4.3 On 4 March 2011 the Directors filed a notice for the appointment of the Joint Administrators pursuant to Paragraph 14 of Schedule B1 to the Act.

4 PURPOSE, INITIAL STRATEGY AND PROGRESS OF THE ADMINISTRATION

4.1 Purpose of the Administration

- 4.1.1 In accordance with Paragraph 3(1) of Schedule B1 to the Act the Joint Administrators of the Company must perform their functions with the objective of:
- (a) rescuing the Company as a going concern; or

- (b) achieving a better result for the Company's creditors as a whole than would be likely if the Company were wound up; or
- (c) realising assets in order to make a distribution to one or more secured or preferential creditors.

4.1.2 The first objective of rescuing the Company (as a separate legal entity) as a going concern, as set out in Paragraph 3(1)(a) of Schedule B1 to the Act, is not possible due to the high level of liabilities incurred by the Company and because there is no possibility of securing further funding from third parties.

4.1.3 In the event a sale of the Club's business and assets can be achieved, as outlined below at paragraph 4., the objective of the Administration will be that set out in Paragraph 3(1)(b) of Schedule B1 to the Act, namely achieving a better result for the Company's creditors as a whole than would be likely if the Company were wound up.

4.2 Initial administration strategy

4.2.1 Following the appointment of the Joint Administrators, a review of the Company's business was immediately undertaken.

4.2.2 The Joint Administrators identified that the major value in the Club derived from its ability to compete in the Football League and various knockout competitions. To do so, the Club must hold a share in each of the Football League and the Football Association. Pursuant to the Football Regulations, the share can only be transferred to a new company, without further sanctions, via either a CVA or scheme of arrangement.

4.2.3 Upon their appointment, the Joint Administrators were unable to realise any funds from the sale of player registrations to secure future trading prospects as they were appointed outside the transfer window. The Joint Administrators were however able to explore the possibility of a transfer of the Club's scholars with a view to receiving a compensation payment from the acquiring club.

4.2.4 Other tangible assets appeared to be minimal when compared to ongoing trading costs. Such assets principally comprised furniture, fixtures and fittings in offices/banqueting suites and stocks of merchandise. Such assets were insufficient to secure funding for continued trading.

- 4.2.5 Cash flow forecasts were prepared by the Joint Administrators which showed that the Club could not trade on a day-to-day basis without the urgent need for additional funding and 100% wage deferrals from all staff and players. The Joint Administrators approached The Football League to see if they could provide the funding necessary in order to keep the Club trading and, more importantly, satisfy the Football League's requirement of the Club being able to honour all remaining fixtures in the 2010/11 season. Unfortunately, The Football League was not in a position to assist with the Joint Administrators' funding requirement. The Joint Administrators therefore could only trade the Club by arranging for 100% wage deferrals for all staff and players.

4.3 Progress of the Administration

Trading position

- 4.3.1 As explained above, as the transfer window was closed and the Club had assigned all of its central distribution monies from The Football League, there was minimal ability to raise any funds to trade the Club. The Joint Administrators therefore entered into 100% wage deferrals for both the staff and players.
- 4.3.2 As stated at paragraph 4.2.3, the Joint Administrators were able to explore the possibility of a transfer of the Club's scholars, whose registrations can be transferred outside of the transfer window, with a view to receiving a compensation payment from the acquiring company. The Joint Administrators instructed football agency specialists, Hart Sport & Media Limited (**Hart Sport**), to advise in this respect.
- 4.3.3 Upon Hart Sports' advice, Jack Stephens was transferred to Southampton FC for the sum of £150,000. The Joint Administrators also negotiated a 10% sell on clause for the future benefit of the Club.
- 4.3.4 Throughout the course of the Administration, the Joint Administrators have liaised with the PFA concerning the payment of the players' wages and the deferral of the players' wages on a monthly basis and will continue to do so until a sale of the Club's business is achieved.

Meetings & reports

- 4.3.5 The Joint Administrators have provided reports to the Football League and discussed with them its current insolvency policy and to update the Football League on the progress made in terms of rescuing the Club.
- 4.3.6 The Joint Administrators have provided reports and met with representatives of the Company's secured creditors on a number of occasions.

5 SALE OF BUSINESS AND ASSETS

5.1 Sale of the business and assets

- 5.1.1 Owing to the lack of funding and the requirements of the Football League Insolvency Policy as outlined above, it was absolutely critical that the Joint Administrators set an early deadline for potential purchasers to declare their interest in buying the Club.
- 5.1.2 Before the Club entered into administration, HMRC had sought to wind up the Club and it was, therefore, widely known that the football club was for sale. Moreover it was widely known in the football community that Peter Ridsdale had at the end of December 2010 been appointed as a consultant by the Club to advise the board and had been trying to find prospective purchasers since early January 2011.
- 5.1.3 Immediately upon their appointment the Joint Administrators put in place a sales process. The Administrators marketed the Club through the media. There were six expressions of interest with three of those six expressions leading to firm bids. The three potential purchasers were instructed to submit their best and final offers by noon on Monday 14 March 2011. The best and final offers were to include the production of the requisite proof of funds and the signing of a confidentiality agreement.
- 5.1.4 In the normal course of events a preferred purchaser would be identified and would then provide funds to assist in helping the Administrators meet the ongoing trading costs of the administration. In return for providing such funds, the preferred purchaser would be granted exclusivity whilst undertaking their due diligence process.
- 5.1.5 There are currently a number of interested parties who have expressed an interest in purchasing the business and assets of the Company as a going concern. At present, none of these interested parties are prepared to fund the Administration and as a result none of them have been granted preferred bidder status.
- 5.1.6 Any bid will provide for the following:
 - (a) For a purchaser to pay all football creditors in full; and
 - (b) For a purchaser to make a one off contribution on completion of any sale and purchase agreement for the Company's business and assets of £100,000 into the Company's CVA to provide for a estimated dividend of less than 1p in the pound to non-football creditors in the CVA.
- 5.1.7 The Joint Administrators are hopeful that one of the interested parties will enter into a sale agreement shortly. Given the circumstances surrounding the Stadium and that this is a football club administration, the Joint Administrators believe that a successful sale of the Club's business is likely to

be conditional upon a number of points including the following:

- (a) a CVA being accepted by the requisite majority of creditors and which remains effective after the statutory 28 day "cooling off" period has elapsed under section 6(3) of the Act;
- (b) the Football League agreeing to a transfer of the Football League Share to a purchaser;

5.1.8 If a sale of the Club's business and assets to a purchaser is agreed and subsequently approved by the requisite majority of creditors at a CVA creditors' meeting, provided approval is given from the Football League for the transfer of the Football League Share to a purchaser (the requirements are briefly outlined at paragraph 5.2 below) and any other agreed conditions are satisfied, then the Joint Administrators would look to complete the sale as soon as reasonably possible.

5.1.9 In the event a sale cannot be agreed, then the Joint Administrators will have no option but to implement the alternative strategies outlined in paragraph 5.4 below.

5.2 The Football League Share

5.2.1 As stated above, the proposed purchase is likely to be dependent upon the successful transfer of the Football League Share.

5.2.2 The Company's right to compete in the Football League and remain as a member of the Football Association depends upon it holding a share in each of the Football League and the Football Association. When a football club enters into an insolvency procedure the Football League and the Football Association have the right to require the club in question to transfer its share to another club or organisation. Under the Football League's Articles of Association it is a condition of continued membership of the Football League that all creditors classified by the Football League as Football Creditors are paid in full and the Football League's insolvency policy is complied with in full. The Football Association also require compliance with the Football League's insolvency policy.

5.2.3 The Joint Administrators have been advised, and are aware from previous sector experience, that a CVA for the Company as an exit route from administration is the Football League's preferred mechanism pursuant to which the Company's business and assets can be transferred to any new company. The main asset of the Club is its shareholding in the Football League. Under the rules of the Football League, the Football League Share can only be transferred by a sale to a "newco" which has been approved via a CVA or, as we understand it, in exceptional circumstances (and the decision as to whether exceptional circumstances exist is at the sole discretion of the board of the Football League).

- 5.2.4 The Football League has suspended the Company's share in the Football League generally subject to the possibility of a transfer of the Company's share to a "newco", which may be subject to conditions dependant upon whether a CVA, is approved. The Joint Administrators intend to propose a CVA to creditors.

5.3 Further strategies

- 5.3.1 The Joint Administrators preferred option is to agree a going concern sale of the business and assets of the Company within a short timescale and to secure funding from a purchaser forthwith. If both of these objectives cannot be achieved for whatever reason, the Joint Administrators will have no alternative other than to initially proceed with further strategy (a) as outlined below:

- (a) considering the lack of funding that has been available to the Joint Administrators during the administration, the Joint Administrators will have to proceed to realise assets, including selling player registrations. The proceeds of these player sales (after all appropriate deductions including agent's fees and other associated liabilities taking into account the requirement for all proceeds to be placed in the transfer fee account at the Football League) would be used to satisfy the following in order of priority;
 - (i) to pay any shortfall in the costs and expenses of running the Club and any shortfall in the fees and expenses of the Joint Administrators.
 - (ii) Any surplus after the above will be used to pay any preferential claims;
- (b) However, if the Joint Administrators conclude at their sole discretion that there is no possibility of securing a going concern sale of the business and assets of the Company and once other assets have been realised then given the lack of funding available to them following the end of the 2010/11 season they will have little alternative but to resign from office and invite HMRC to petition as they deem appropriate. In the Joint Administrators' opinion, this outcome needs to be avoided to preserve the playing future of the Club at Home Park.

5.4 Joint Administrators' recommendation

- 5.4.1 It is for the reasons set out above, that the Joint Administrators believe strongly that a proposed sale of the Club as a going concern is in the best interests of all the Club's creditors and is the best possible way of ensuring a football club remains in existence at Home Park. It is therefore imperative that a sale is agreed as soon as possible given the lack of funding available to the Club during the close season and in general.

- 5.4.2 The further strategies listed above are ones which the Joint Administrators wish to avoid if at all possible. The Joint Administrators strongly recommend a sale of the business and assets of the Company as a going concern and therefore have no desire to resign from office but if a sale of the Club cannot be agreed along with requisite funding to fund the costs, fees and trading expenses of the administration whether through funding from a purchaser or the sale of assets, the Joint Administrators will have no option other than to obtain as much as possible for the available assets to cover the costs of the administration and to resign from office as the purpose of the administration will have been defeated.

6 FUTURE CONDUCT OF THE ADMINISTRATION

6.1 Conclusion of the Administration

- 6.1.1 The Joint Administrators' strategy of preserving the playing of the Clubs future of the Club at Home Park is dependent upon a successful and an agreed CVA. If a CVA is accepted such that a sale of the Club's business and assets completes and the Football League and Football Association agree to the transfer of the Club's shares to a purchaser, then the Joint Administrators propose to exit from office pursuant to Paragraph 80 of the Act on the basis that the purpose of the Administration has been sufficiently achieved in relation to the Club.
- 6.1.2 If a sale of the Club's business and assets does not occur and depending on the circumstances at the relevant time, then the Joint Administrators propose to resign from office and invite HMRC to petition for the winding up of the Company.

6.2 Other Matters

- 6.2.1 As required by the Company Directors Disqualification Act 1986 the Joint Administrators will be preparing a report on the conduct of the directors of the Company. This report will be lodged with the Department of Trade & Industry but its contents will remain confidential.

6.3 Joint Administrators' fees

- 6.3.1 The basis of the Joint Administrators' fees is time properly spent at The P&A Partnership's complex hourly rates. These rates are included in Appendix 3 to this report.
- 6.3.2 In the period from our appointment to 15 April 2011, the Joint Administrators have incurred time costs of £228,626, representing 855 hours at an average rate of £267.54 per hour.

- 6.3.3 In accordance with Statement of Insolvency Practice 9, a breakdown of these costs and expenses for each grade of staff is attached at Appendix 5.
- 6.3.4 A creditors' guide to the Joint Administrators' fees is available and provides explanations of creditors' rights. This can be accessed via the internet at www.thepandapartnership.com/resources or alternatively a copy is available on request by telephoning the Help Desk on 0114 2755033.
- 6.3.5 Please note that all staff who have worked on this assignment, including cashiers and secretarial staff, have charged time directly to the assignment and are included in the analysis of time spent.

6.4 Statement of Affairs

- 6.4.1 A copy of the estimated statement of affairs is attached at Appendix 3.

7 CREDITORS' MEETING

- 7.1 In accordance with Paragraph 51 of the Act, a meeting of creditors will be held at 2.00 pm at Home Park Stadium, Plymouth PL2 3DQ on 6 May 2011.
- 7.2 Formal notice of the meeting, Form 2.20B is enclosed.
- 7.3 The purpose of this meeting is to enable creditors to vote on the Joint Administrators' proposals as detailed in section 8 of this report.
- 7.4 This meeting will be followed at 2.30 pm by the meeting called under Section 3 of the Insolvency Act 1986 to allow the creditors to vote on the proposed CVA.

8 JOINT ADMINISTRATORS' PROPOSALS TO ACHIEVE THE STATUTORY PURPOSE OF THE ADMINISTRATION

- 8.1 The Joint Administrators are of the opinion that a successful sale to the Prospective Purchaser which is approved by the requisite majority of creditors at a CVA meeting, would achieve the second statutory objective under Paragraph 3(1)(b) of Schedule B1 to the Act namely, achieving a better result for the Company's creditors as a whole than would be likely if the Company were wound up. In the event that a sale of the Club's business and assets is not agreed with a purchaser for whatever reason, then the alternative strategies outlined above would achieve the third statutory objective under Paragraph 3(1)(c) of Schedule B1 to the Act; namely realising assets in order to make a distribution to one or more secured or preferential creditors. The Joint Administrators therefore propose the following resolutions:

Resolution (1):

- to agree a sale of the club and propose a CVA (together with any modifications);

- whether or not a CVA is approved, to seek to complete a sale of the club or if the Administrators believe in their absolute discretion whether or not the Football League Share is transferred and upon such further terms (if necessary) as the Joint Administrators deem fit and the Joint Administrators be authorised to liaise with all relevant parties, bodies or organisations which they deem necessary and/or appropriate for achieving that purpose and to exit the Administration as the Joint Administrators deem appropriate;
- If the sale of the Club is not agreed by the required timescale set by the Joint Administrators, the Joint Administrators shall have the power to take all such action as is deemed necessary in their sole discretion to realise assets and exit from administration;
- In the event a CVA is not approved and the sale of the Club does not complete, to conclude a sale of the whole, or part of the business, property and assets of the Company and to sell players, without having to obtain the sanction of the Company's creditors at further creditors' meetings, upon such terms as the Joint Administrators deem fit and they be authorised to liaise with all relevant parties, bodies or organisations which they deem necessary and/or appropriate for achieving that purpose and to exit the Administration as the Joint Administrators deem appropriate.

Resolution (2):

- that the Joint Administrators be authorised to draw fees on account from the assets of the Company from time to time during the period of the Administration based on time properly spent at The P&A Partnership's complex charge out rates reflecting the difficulty of the assignment. Also, that the Joint Administrators be authorised to draw disbursements from time to time to include category two disbursements; and
- that any costs incurred by The P&A Partnership in respect of advice relating to legal, valuation, tax, VAT, pensions, health & safety and forensic matters for the purpose of the Administration be based upon time costs and shall be paid out of the assets of the Company as an expense of the Administration.

Resolution (3):

- that the Joint Administrators be fully entitled to exercise any and all the powers listed in Schedule 1 of the Act for any of the purposes set out in these proposals;
- to explore any other reasonable option available to realise the assets of the Company without further recourse to creditors;
- to continue to do all such things reasonably expedient and generally exercise all their powers as Joint Administrators as they, in their discretion, consider desirable in order to maximise realisations from the assets of the Company in accordance with the objective as set out above;
- to investigate and, if appropriate, pursue any claims the Company may have;

- to seek an extension to the Administration period if deemed necessary by the Joint Administrators;
- if the Joint Administrators deem it appropriate, to apply to court pursuant to Paragraph 65 of Schedule B1 to the Act to distribute the prescribed part to the unsecured creditors;
- to exit the Administration at such time as the Joint Administrators deem appropriate by filing at Companies House and the Court a notice pursuant to Paragraph 80 of Schedule B1 to the Act;

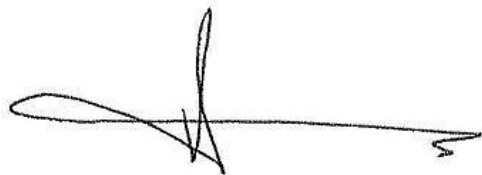
Resolution (4):

- that the Joint Administrators be discharged from liability in respect of any action of them as Joint Administrators pursuant to Paragraph 98 of the Act to the Act with immediate effect upon the Joint Administrators filing their final report to creditors.

9 FUTURE REPORTING

The Joint Administrators are required to provide a progress report within one month of the expiry of the first six months of the Administration.

Dated this 21st day of April 2011

A handwritten signature in black ink, appearing to be 'B A Guilfoyle', with a long horizontal stroke extending to the right.

**B A Guilfoyle
Joint Administrator
Acting as Agent of the Company
Without Personal Liability**

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

LEEDS DISTRICT REGISTRY

**PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED (THE)
IN ADMINISTRATION**

AND

IN THE MATTER OF THE INSOLVENCY ACT 1986

**PROPOSAL FOR A COMPANY
VOLUNTARY ARRANGEMENT BY THE
ADMINISTRATORS OF PLYMOUTH
ARGYLE FOOTBALL COMPANY LIMITED
(THE) TO ITS CREDITORS AND
SHAREHOLDERS PURSUANT TO PART I
OF THE INSOLVENCY ACT 1986**

**THIS DOCUMENT IS IMPORTANT AND
REQUIRES YOUR IMMEDIATE
ATTENTION IN CONJUNCTION WITH THE
REPORT TO CREDITORS DATED 21 APRIL
2011**

21 April 2011

If you are in any doubt about the action you should take, please consult your solicitor, accountant or other professional advisor immediately. If you have assigned the debt owed to you by Plymouth Argyle Football Company Limited (The) - In Administration, please pass this document and the accompanying proxy form to the purchaser or assignee. For any other information pertaining to the information contained herein please contact the offices of The P&A Partnership on 0114 275 5033.

CONTENTS

1.	NOMINEE AND SUPERVISOR.....	5
2.	INTRODUCTION.....	5
3.	INTERPRETATION AND DEFINITIONS.....	7
4.	STATUTORY INFORMATION	11
5.	BACKGROUND INFORMATION	11
6.	COMPANY VOLUNTARY ARRANGEMENT.....	11
7.	PROGRESS OF THE ADMINISTRATION	12
8.	RECEIPTS & PAYMENTS	13
9.	SALE OF THE CLUB.....	13
10.	CVA PROPOSAL	14
11.	BENEFIT TO CREDITORS OF CVA/EFFECT OF REJECTION OF CVA	18
12.	THE REQUIREMENT FOR A CVA AND FOOTBALL REGULATORY MATTERS	19
13.	FOOTBALL CREDITOR (‘FC’) RULE.....	24
14.	FOOTBALL CREDITORS	25
15.	DURATION AND TERMINATION	26
16.	NOMINEES AND SUPERVISORS	27
17.	STATEMENT OF AFFAIRS.....	27
18.	SECURED CREDITORS.....	28
19.	PREFERENTIAL CREDITORS	30
20.	GUARANTORS.....	30
21.	CONNECTED CREDITORS.....	30
22.	ORDER OF PRIORITY	30
23.	PROOF OF DEBTS	31
24.	DIVIDEND DISTRIBUTION.....	32
25.	HIRE PURCHASE ARRANGEMENTS	33
26.	EMPLOYEE CLAIMS.....	34
27.	SUPERVISORS' FUNCTIONS	34

28.	RELEASE	36
29.	CVA CREDITORS' COMMITTEE	36
30.	VARIATION	37
31.	VACANCY IN OFFICE OF SUPERVISORS.....	37
32.	CVA TRUST MONIES.....	38
33.	POTENTIAL CLAIMS BY A LIQUIDATOR OF THE CLUB.....	38
34.	NO PERSONAL LIABILITY	39
35.	EC REGULATION	39
36.	RULE 1.3 CHECKLIST	40

APPENDICES

- Appendix 1 - Statutory information
- Appendix 2 - Estimated directors' statement of affairs as at 4 March 2011
- Appendix 3 - Summary of Joint Administrators' time costs to 15 April 2011
- Appendix 4 - Receipts and payments account for the period from 4 March 2011 to 15 April 2011
- Appendix 5 - Creditors' guide to the fees, expenses and disbursements charged by The P&A Partnership
- Appendix 6 - List of Unsecured Creditors' names, addresses and amounts
- Appendix 7 - Estimated Outcome Statement as at 21 April 2011

**IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
LEEDS DISTRICT REGISTRY
IN THE MATTER OF THE INSOLVENCY ACT 1986**

AND

**IN THE MATTER OF PLYMOUTH ARGYLE FOOTBALL
COMPANY LIMITED (THE) -IN ADMINISTRATION
("COMPANY OR CLUB")**

**THE JOINT ADMINISTRATORS PROPOSAL TO MEMBERS AND
CREDITORS FOR A COMPANY VOLUNTARY ARRANGEMENT IN
SATISFACTION OF ITS DEBTS**

We, Brendan Ambrose Guilfoyle, Christopher Michael White and John Russell being all of the Administrators of Plymouth Argyle Football Company Limited (The) make the following proposal to the Company and its creditors for a proposal in satisfaction of its debts and all other claims of whatsoever nature.

1. NOMINEE AND SUPERVISOR

- 1.1 The Nominees and proposed Supervisors of the voluntary arrangement are Brendan Ambrose Guilfoyle, Christopher Michael White and John Russell of The P&A Partnership, 93 Queen Street, Sheffield, South Yorkshire, S1 1WF.
- 1.2 Brendan Ambrose Guilfoyle, Christopher Michael White and John Russell are all authorised to act as insolvency practitioners by the Insolvency Practitioners Association.

2. INTRODUCTION

- 2.1 The financial problems being experienced by the Club are well known by its Creditors after the Club was placed into administration by its directors on 4 March 2011.

- 2.2 This document sets out our proposal for a company voluntary arrangement (**CVA**) and we recommend that the CVA as outlined in this document should be placed before Creditors. This is a formal procedure introduced by Part I of the Insolvency Act 1986, which enables a company to agree with its creditors how its debts should be paid and in what proportions. A CVA requires the approval of in excess of 75% in value of those creditors (including Connected Creditors) voting on the resolution in person or by proxy. In addition there is a second vote excluding associated creditors which requires a simple majority. Once the CVA has been approved it will bind all creditors who were entitled to receive notice of the meeting and were entitled to vote at it, whether or not they received such notice and whether or not they chose to vote.
- 2.3 This proposal provides for the implementation of a scheme of arrangement with creditors of the Club under the supervision of a licensed insolvency practitioner.
- 2.4 The proposal aims to allow the Club to continue to trade whilst a sale of the Club's business and assets is completed and part of the consideration therefrom be used to make a partial repayment to its creditors of their total debt over the course of the 12 months following its approval and becoming unconditional following the expiry of the relevant appeal period.
- 2.5 We are of the view that this proposal provides a means by which the creditors of the Club will receive a better return than would otherwise be achieved on a liquidation of the Club. The terms of the Proposal are set out in the following sections of this document.
- 2.6 As Administrators and Nominees, our principal duties are to achieve as beneficial an outcome as possible for Creditors and to keep a football club in Plymouth. To this end we have been engaged in detailed discussions and negotiations with various parties over the last few weeks who want to ensure the survival of the Club. Having considered various options we are now able to make and recommend a proposal to Creditors which we believe will provide for some repayment to Creditors and guarantee a future for the Club.

- 2.7 Following the appointment of the Administrators on 4 March 2011, the Club seeks the approval of its creditors and shareholders to this Proposal for a CVA.
- 2.8 References to "the Act" and "the Rules" mean the Insolvency Act 1986, the Insolvency Act 2000 and the Insolvency Rules 1986 (as amended) respectively. Words and expressions used in this proposal shall have the same meanings attributed to them as in the Act or the Rules unless otherwise stated in this proposal.

3. INTERPRETATION AND DEFINITIONS

"Administration" means the appointment of the Administrators pursuant to the notice of appointment filed at the High Court of Justice, Chancery Division, Leeds District Registry in respect of the Club by the Directors pursuant to paragraph 14 of Schedule B1 to the Act (Court Number 270 of 2011) on the Appointment Date;

"Administrators" means Brendan Ambrose Guilfoyle of the P&A Partnership, 1 Whitehall, Leeds, LS1 4HR and John Russell and Christopher Michael White both of the P&A Partnership, 93 Queen Street, Sheffield S1 1WF;

"Administrators' Proposals" means the proposals of the Administrators dated 20 May 2011, enclosed with this document;

"Appointment Date" means 4 March 2011;

"Articles of the Football League" or **"Articles"** means the current Articles of Association of the Football League;

"Club" means Plymouth Argyle Football Company Limited (The);

"Creditor" means (as the context permits in this Proposal) Secured Creditors, Preferential Creditors, Connected Creditors and Unsecured Creditors;

"Connected Creditor" means a creditor who is connected with the Club within the meaning of Section 249 of the Act;

"CVA" means a voluntary arrangement (if approved at the CVA Creditors' meeting by the requisite majority of Unsecured Creditors in accordance with rule 1.19 of the Rules together with any modifications consented to by the

Administrators) as proposed by the Administrators (acting as agents of the Club without personal liability) in this Proposal;

"Directors" means the directors and former directors of the Club, namely Robert Dennerly, Yasuaki Kagmi, Paul Stapleton, George Synan, Keith Todd and Anthony Wrathall;

"Effective Date" means the day on which the CVA becomes effective by its approval at a meeting of Creditors convened for that purpose or such later day if such meeting is adjourned;

"FCR" means the so called football creditor rule whereby Football Creditors must be paid in full in accordance with Article 80 of the Articles of the Football League (or TUPE) notwithstanding the administration or liquidation of a Member Club;

"FCR Claims" means any and all claims of the Club or any officeholder (as defined in the Act) of the Club arising out of the operation of the FCR whether under the Act or at common law and in particular under the so called "anti deprivation principle" whether against the Football League, the Football Creditors (and any subrogated claims) including, for the avoidance of doubt, the Prospective Purchaser;

"Football Association" means the Football Association Limited of Wembley Stadium, Wembley, London, HA9 0NS;

"Football Creditors" means those creditors referred to in article 80 of the Articles of the Football League and which the Football League determines must be paid as a condition of the transfer to the Prospective Purchaser of the Club's membership of the Football League and the Football Association and/or as a condition of the Football League not imposing a transfer embargo on the Club upon terms agreeable to the Prospective Purchaser;

"Football League Board" or **"Board"** means the board of the Football League at any particular time;

"Football League's Exceptional Circumstances Route" means the provisions of the current Insolvency Policy which enables membership of the Football League to be transferred to a "newco" purchaser upon a Football League Member Club's insolvency in "exceptional circumstances" and at the Football

League Board's absolute discretion without either a company voluntary arrangement under Part I of the Act being approved in advance or upon the failure of any CVA;

"Football League Share" means the Club's shareholding in the share capital of the Football League;

"Football Shares" means the Club's shares in the Football League and the Football Association;

"HMRC" means Her Majesty's Revenue and Customs;

"Initial Creditors' Meeting" means the initial meeting of creditors held on 6 May 2011 to consider the Administrators' Proposals in accordance with paragraph 51 of Schedule B1 to the Act;

"Insolvency Policy" means the insolvency policy of The League which offers guidance to clubs and insolvency practitioners as to how the Board will react to a club insolvency and how an exit from insolvency may be achieved;

"Member Club" has the meaning attributed to it in the current Regulations;

"Nominees" means the Administrators in their capacity as nominees under section 1(3)(a) of the Act for the purposes of this Proposal;

"PFA" means the Professional Footballers' Association of 20 Oxford Court, Bishopsgate, Manchester M2 3WQ;

"Pool Account" means the account established by The Football League in accordance with Article 65 for the receipt of TV and other income and gate levies prior to payment to member clubs in accordance with the formula set out in the Articles;

"Preferential Creditor" means any creditor of the Club whose claim is preferential within the meaning of section 386 of the Act whether the claim may be present, future, contingent or prospective;

"Prescribed Part" means the fund which at the relevant time shall comprise of the Club's net realisations of property to be set to one side by the Administrators for the satisfaction of the debts of Unsecured Creditors pursuant to section 176A of the Act (and which shall not be distributed to the proprietor of a floating

charge except in so far as it exceeds the amount required for the satisfaction of unsecured debts);

"Proposal" means this proposal by the Administrators for a company voluntary arrangement of the Club under Part I of the Act;

"Regulations" means the current Regulations of The Football League

"Rules" means the Insolvency Rules 1986 (as amended);

"Season Ticket Holders" means those individuals who benefit from a season ticket in respect of all Club home games at Home Park for any future seasons;

"Secured Creditors" means each of Lombard North Central plc, The Supporters Trust, Mastpoint Limited and Sir Roy Gardner;

"Stadium" means the football stadium at Home Park, Plymouth, at which the Club plays its home fixtures;

"Supervisors" means Brendan Ambrose Guilfoyle of the P&A Partnership, 1 Whitehall, Whitehall Road, Leeds LS1 4HR and Christopher Michael White and John Russell of the P&A Partnership, 93 Queen Street, Sheffield S1 1WF or such other person as may be nominated and accepted at the CVA Creditors' meeting;

"The Football League" or **"The League"** means the Football League Limited of Edward VII Quay, Navigation Way, Preston, Lancashire PR2 2YF;

"Transfer Date" means the date on which the Football League provides to the Club and/or the Prospective Purchaser written confirmation that the conditions required to be satisfied for the Football League Share to be transferred to the Prospective Purchaser have been fulfilled and that the Football League Share will be registered in the name of the Prospective Purchaser;

"Transfer of Undertakings Regulations" or **"TUPE"** means The Transfer of Undertakings (Protection of Employment) Regulations 2006; and

"Unsecured Creditor" means any person, other than a Secured Creditor and/or a Preferential Creditor, who has or claims to have any claim against the Club arising out of, or having its origin in, any matter occurring prior to the Appointment Date or arising out of any transaction, act or omission of the Club

or any person on or before the Appointment Date whether the claim may be present, future, contingent or prospective and/or whether liquidated or unliquidated and/or for damages and/or whether arising in contract or tort howsoever arising.

4. STATUTORY INFORMATION

4.1 The Club was incorporated under company number 00110819 on 15 July 1910.

4.2 The business of the Club is that of operating a professional association football club (the **Business**). The Club operates from its main site at Home Park Stadium, Plymouth, Devon, PL2 3DQ.

5. BACKGROUND INFORMATION

5.1 The background to the Club is set out in detail in the Administrators' Proposals. In short, the Club has had a relatively successful progression over the last 10 years on the field. However, following relegation from The Championship at the end of the 2009/10 season, dwindling crowd revenue and a sale of a number of the Club's key players to fund a trading deficit, the Club has found itself unable to fund its liabilities as and when they fall due. As such, revenue has dropped at a time when overheads have remained relatively constant or increased which has left the Club in financial difficulties.

5.2 In an attempt to restore the Club to stability since the Appointment Date and to allow the Administrators to trade the Club whilst a sale of the business and assets of the Club is pursued, the Club has had to enter into 100% wage deferrals with all players and staff in order assist cash flows and to reduce costs. In addition, the Administrators have implemented intense cost cutting measures across the board.

6. COMPANY VOLUNTARY ARRANGEMENT

6.1 A CVA is a formal procedure introduced by Part 1 of the Insolvency Act 1986 which enables a company to agree with its creditors how its debts should be paid or otherwise compromised, and in what proportions. It requires the approval of a majority of more than 75% in value of the creditors voting on the resolution in person or by proxy.

- 6.2 If approved by a majority in excess of 75% of creditors, a second round of voting is undertaken. The second round vote requires a simple majority in value of unconnected creditors voting in person, or by proxy, to achieve the approval of the Proposals. The approval will consequently bind all creditors who received notice of the meeting and were entitled to vote at the meeting, whether or not they did so.

7. PROGRESS OF THE ADMINISTRATION

- 7.1 Following the Club entering administration on 4 March 2011, the financial problems experienced by the Club are well known to its Creditors and these have been set out in the Administrators' Proposals, a copy of which is enclosed with this report.
- 7.2 The background to the Club is set out in detail in the Administrators' Proposals. The Administrators' Proposals were posted on the notified website (**www.pafc.pandareports.com**) in accordance with rule 12A.13 of the Rules, after the Administrators had obtained a court order allowing them to use the website to circulate all relevant documentation (including this Proposal) in accordance with the Rules, thus saving considerable costs and expenses in the Administration.
- 7.3 As set out in the Proposals, and in more detail below, the Administrators are of the opinion that the proposed sale of the Club's business and assets as a going concern to a purchaser is the best outcome achievable in the circumstances for the Creditors as it would maximise realisations (as well as offer a realistic route for the survival of the Club's football business) and, therefore, achieve the second statutory objective of paragraph 3 of Schedule B1 of the Act.
- 7.4 Given the precarious finances of the Club, the Administrators have continued with their preferred strategy of seeking the best outcome for Creditors and preserving the playing future of a football club at the Stadium. This approach has been highly challenging for the Administrators because of the acute lack of funding to meet on-going trading liabilities of the Club.

8. RECEIPTS & PAYMENTS

8.1 The Administration Receipts and Payments account is presented at Appendix 4.

8.2 The Administrators have paid, and will continue to pay, all costs and expenses of the Administration as and when they fall due, other than player and staff wages which are currently subject to 100% wage deferrals. The Administrators are aware that the Professional Footballers Association have loaned a proportion of the wages due to the players and paid the players directly. Any purchaser of the Club's business and assets would by operation of TUPE become liable for the unpaid wages of all employees, not just players, and as a result the PFA loans will be repaid directly by the purchaser in satisfaction of its obligations under TUPE.

9. SALE OF THE CLUB

9.1 As explained in the Administrators' Proposals, there are currently a number of interested parties who have expressed an interest in purchasing the business and assets of the Club as a going concern but none of the interested parties will agree to fund the administration at present. However, if an interested party reaches agreement with the Secured Creditors, the Administrators at their sole discretion, propose to enter into a sale agreement with a purchaser on the following terms;

9.1.1 That the Club becomes subject to an "approved" CVA (being one which is not appealed on any basis); and

9.1.2 That the Football League consenting to the Football Shares being transferred to a purchaser.

9.2 It is important for Creditors to appreciate there can be no absolute guarantee that any sale to any of the current interested parties will complete because any sale is subject to a number of third party considerations outside the direct control of the Administrators including any deal reached with The Football League. As far as the Administrators are aware, the description of these third party considerations is correct at the date shown on the front of this Proposal,

but may change before the CVA Creditors' meeting. The Administrators will up-date Creditors at the CVA Creditors' meeting regarding the current status of these matters because they have a bearing on the successful outcome of the Administration.

- 9.3 Any sale agreement will be a confidential document and not open to inspection by Creditors. The Administrators are able to state however that substantially all of the Club's business and assets will be sold to any purchaser on completion of the Sale Agreement.
- 9.4 To this end, the Proposals offer the Club the opportunity to continue trading so as to allow for a sale of the Club with an approved CVA, which under the Regulations of The Football League would not involve a further points deduction, to complete and thereby enhancing the Club's business value and achieve a better realisation for creditors than they would otherwise achieve from its immediate dissolution.
- 9.5 The Nominees therefore believe that it is in the best interest of the creditors to accept these Proposals.

10. CVA PROPOSAL

- 10.1 It is proposed, by approval of this Proposal, that the Administrators shall continue to manage the affairs, business and property of the Club in accordance with the Act and Rules and that the Club's affairs be reorganised and its liabilities compromised as a consequence of the approval of the CVA on the basis of the following proposals:
- 10.2 Upon the acceptance of these Proposals, by the requisite majorities of creditors, the Club will enter into a CVA for a period of 12 months or such further period as the creditors may allow. In the event that a distribution is made to creditors prior to the 12 month anniversary of the CVA becoming unconditional and the Supervisor is of the opinion that the CVA can be terminated, the CVA can be brought to an end sooner than 12 months. The Administrators will continue to trade the Club and any purchaser will pay the Administrators £100,000 to pay a dividend of less than 1 pence in the pound before costs and expenses to all unsecured creditors in full and final settlement of their debt. This obligation will be formalised by way of a binding sale and purchase agreement in

consideration of the transfer of the business and assets to a purchaser. The 12 month CVA period should provide the Administrators with a sufficient period of time to oversee the transfer of the business and assets of the Club to a purchaser and also to facilitate the transfer of The Football League share to a purchaser. The Administrators shall seek to complete a sale of the business and assets of the Club to a purchaser as soon as reasonably practicable subject to conditions including compliance with the Insolvency Policy;

- 10.3 At the end of the CVA period, the Company will be dissolved.
- 10.4 On completion of any sale of the business and assets of the Company, the following liabilities of the Club shall be waived by relevant creditors such that they shall not rank as claims for dividend distribution purposes in the Administration, CVA (once implemented) and/or any subsequent liquidation of the Club ("**Waived Claims**");
 - 10.4.1 the Football Creditors;
 - 10.4.2 the players' entitlements by the operation of TUPE;
 - 10.4.3 season ticket holders and ticket sales; and
 - 10.4.4 all monies due from the Club to a purchaser (including in respect of any funding loan) whether secured or unsecured;
 - 10.4.5 any sum paid to any employee by the a purchaser by the operation of TUPE;
- 10.5 save for the Waived Claims, the claims of Creditors for dividend distribution purposes shall be dealt with in accordance with the terms of this Proposal;
- 10.6 on completion of the sale of the business and assets of the Club to a purchaser the Administrators and the Club (acting with the authority of and at the direction of the Administrators) shall be treated as having waived any and all FCR Claims (whether past, present or future) and such claims shall be thereby released and compromised in their entirety;

- 10.7 the CVA will run concurrently with the Administration (with the Administrators retaining management conduct of the Club's affairs, business and property during the period of the CVA) until the other conditions of any sale agreement under paragraph 10.4 above have been satisfied, allowing completion to occur. When the CVA terminates in accordance with paragraph 15 below, and as required by the Administrators' Proposals, the Administrators will exit the Administration pursuant to paragraph 80 of Schedule B1 to the Act;
- 10.8 We understand that the Football Creditors will be paid in full by a purchaser either by operation of TUPE in the case of employees, or by The Football League by way of a deduction from the Club's Pool Account entitlement, of any payments. It is to be noted that all such payments as may be received in the future have (subject to any deductions) been assigned to Mastpoint Finance Limited.
- 10.9 The Club has four secured charge holders in order of priority as follows, Lombard North Central plc, the Supporters Trust, Mastpoint Limited and Sir Roy Gardner. It is not intended that this Proposal will affect the rights of the secured creditors and they will be dealt with outside of the CVA.
- 10.10 The licensed insolvency practitioners acting in relation to this Proposal, as Nominees and subsequently Joint Supervisors, will be Brendan Ambrose Guilfoyle, Christopher Michael White and John Russell. The Nominees and proposed Joint Supervisors are members of the Insolvency Practitioners Association and have agreed to act in this arrangement pursuant to Part 1, section 212(2) of the Insolvency Act 1986.
- 10.11 By the acceptance of this Proposal by the requisite majority of creditors, the Prescribed Part will be disapplied.
- 10.12 in accepting the Proposal and upon a sale of the business and assets of the Club to a purchaser, and notwithstanding the fact that the Club (acting with the authority of and at the direction of the Administrators) shall have waived all FCR Claims (whether past, present or future) Creditors agree following such approval not to direct or fund a

subsequently appointed liquidator(s) of the Club (if any) to challenge the operation of the FCR in any manner whatsoever. It is fully intended by the Administrators to allow the Football League to have a right to enforce this provision against any of the Creditors under the Contracts (Rights of Third Parties) Act 1999 ("**1999 Act**"). No other parties or Creditor shall have any rights under the 1999 Act whatsoever regarding this Proposal (or at all);

- 10.13 An approved CVA in respect of the Club is required by the Insolvency Policy before the Football Shares can be transferred a purchaser without the risk of a further points deduction as described below.
- 10.14 If the CVA is approved and a sale of the Club's business and assets completes, then Unsecured Creditors can expect to receive a dividend in the CVA. This must be compared to the only alternative available to the Administrators of having to try and sell some or all of the players' registrations in "forced sale circumstances", which is the Administrators' least preferred strategy, as this would simply serve to cover some of the costs, fees and trading expenses of the Administration . This strategy would result in no payment to Unsecured Creditors and only a partial payment of the Administrators' running costs and expenses. Bearing in mind the assignment by the Club of future revenue streams which may become due from the Pool Account, the Administrators' objective in the case of the Club is to achieve the statutory purpose of the administration in accordance with the Administrators' Proposals for a better realisation of the Club's assets, or to make a distribution to the Club's secured creditors) whilst at the same time seeking to satisfy the requirements of the Football League applicable to all of its Member Clubs. It should be noted that the Football League has requested the Club to waive any and all FCR Claims (whether past, present or future) that the Club may have against the Football League as a pre-condition to consenting to the transfer of the Football Shares a purchaser, assuming that the Sale Agreement completes and The Football Shares transfer on terms satisfactory to The Football League.

11. BENEFIT TO CREDITORS OF CVA/EFFECT OF REJECTION OF CVA

- 11.1 The approval of the CVA at the CVA Creditors' meeting is a necessary step both in terms of satisfying a key condition of any sale agreement and the Insolvency Policy which would allow the business of the Club to continue as a going concern (albeit in a different legal entity) subject to any additional conditions imposed by the Football League. This would achieve the secondary objective of the Administration, namely a better result for the Club's Creditors as a whole than would be achieved in a liquidation of the Club.
- 11.2 If the CVA is approved by the requisite majority of Unsecured Creditors and a sale agreement completes, then the Waived Claims (including the FCR Claims), would not prove for dividend purposes in the Administration or CVA.
- 11.3 If the CVA is rejected as a result of a failure to achieve the requisite majority in value of Unsecured Creditors, then the Administrators will seek to complete a sale of the business and assets of the Club so far as they are able to do so in the circumstances. This may involve exploring whether the Football League's Exceptional Circumstance Route would be available. However, as understood by the Administrators, completing a sale and purchase of the Club's business and assets in "exceptional circumstances" is entirely a matter of discretion for the Football League and it may also impose further conditions including other sporting sanctions. In these circumstances, the playing future of the Club in the Football League could not be guaranteed.
- 11.4 The Administrators believe that if the CVA is rejected then it is unlikely that any of the current interested parties would continue to pursue a sale of the Club. The Administrators also understand that if the CVA is accepted at the CVA Creditors' meeting but subsequently challenged for whatever reason under section 6 of the Act or otherwise (whether successfully or not), then the current interested parties would be likely to withdraw from the entire sale and purchase process (including any acquisition of the Stadium). Each of the interested parties has informed the Administrators that it has no interest in acquiring the Club's business and assets in contentious circumstances. The interested parties are

looking for the Creditors' support in acquiring the business and assets of the Club so that they can pursue the important business of running a successful football club next playing season in the community.

11.5 If the CVA is not approved (or it fails after approval), and/or the Sale Agreement does not complete, then the Waived Claims (including the FCR Claims) will fall to be dealt with in a subsequent liquidation of the Club which would, in turn, increase total claims. The likelihood of a dividend distribution in these circumstances is nil, for the reasons explained above. Without completion of a sale, the Club is at greater risk of the Football League imposing further sanctions or, in a worst case scenario, seeking the transfer of the registrations of the players to the Football League ahead of any compulsory liquidation or dissolution of the Club thus removing any asset value from the Club. If these circumstances arose, there would be no prospect of any dividend distribution to the Unsecured Creditors and the Club may be relegated by at least two divisions.

11.6 The Administrators are, therefore, firmly of the view that approval of the CVA by the requisite majority in value of Creditors is the only way the Unsecured Creditors will receive any dividend distribution and the Club can continue to play in the Football League's competitions, for the reasons set out above. The Administrators believe that this Proposal is the only viable way of preserving the prospect of achieving the statutory purpose of the Administration thus preserving the future of a football club at the Stadium.

12. THE REQUIREMENT FOR A CVA AND FOOTBALL REGULATORY MATTERS

12.1 The Insolvency Policy advises that a CVA for the Club is the preferred mechanism pursuant to which the Club can continue play in The Football League's competitions. Under the rules of The Football League, if a CVA is not approved, exceptional circumstances may apply whereby, under the sole discretion of The Football League Board, the Club will only be permitted to start the 2011/2012 season with a further points deduction.

- 12.2 The Football League is a limited company. Each member club owns one 5p share in The Football League and is bound by its Articles and Regulations which provide that a Club will receive money from the Pool Account in consideration of the Club playing in The League's competitions and providing playing facilities. Until the end of the season Pool Account payments to a Club are repayable on demand from the Football League.
- 12.3 The Insolvency Policy provides guidance on the manner in which The Football League will apply its Articles and Regulations in respect of member clubs suffering an insolvency event.
- 12.4 When suffering an insolvency event, a member club is automatically deducted an immediate 10 league points in accordance with the Regulations. Upon exiting an insolvency process, a member club must either pass a CVA with the support of the requisite majority of creditors, or exit insolvency by way of the exceptional circumstances route without a CVA being approved which may lead to a further penalty being imposed on the Club.
- 12.5 The Insolvency Policy indicates that the Football League prefers that any member club which enters into a form of insolvency exits from that process with a sale to a "newco" coupled with a company voluntary arrangement (CVA) approved by the requisite majority of creditors, which assures that they approve the process going forward.

- 12.6 If a club cannot exit administration via a CVA, its only option under the Insolvency Policy is to persuade the Football League to allow it to continue in membership in what are described as 'exceptional circumstances'. The exceptional circumstances discretion allows a member club to exit administration via a sale to a newco without a CVA, but that sale may be subject to the newco agreeing to adopt a penalty for the club's failure to adhere to the terms of the Articles and Regulations as amplified by the Insolvency Policy. This can involve both a points deduction and/or a financial penalty. The precedent set by The Football League in recent years for failing to complete a CVA on exit from administration has been a points deduction.
- 12.7 The consequences of such sanctions have been devastating to clubs that have exited administration in this way, often entailing a rapid descent down the divisions in the Football League and even into the Conference. A further effect of the sanctions imposed where a club cannot exit administration via a CVA is to reduce the value of the club to any proposed buyer and therefore to reduce the sums available for distribution to creditors. Clubs in lower divisions receive less cash from the Pool Account than those playing in higher divisions.
- 12.8 As such, the Club must exit administration via a CVA in accordance with the Regulations to avoid a further points deduction. The Club currently plays in League One of the Football League but they sit at the bottom of that league following the automatic deduction of 10 league points upon the filing of a Notice of Intention to Appoint Joint Administrators. Relegation at the end of the current 2010/11 season therefore is a distinct possibility which would mean the Club is most likely to start the 2011/12 season in League Two. If the Club is unable to pass a CVA in accordance with the Regulations but a sale is agreed it may start next season on minus 15 points in a best case scenario.

- 12.9 It is clear that the most beneficial and most stable exit route for the Club is a CVA and a sale to a newco, rather than the 'exceptional circumstances' route. Therefore in order to avoid the consequences of the exceptional circumstances route and to achieve the best possible result for creditors, our fundamental objective in this administration from the outset has been to find a purchaser for the Club as soon as possible, to propose to its creditors a CVA, to have the CVA approved and to complete a sale of the business and assets of the Club, so that it may continue playing in The Football League's competition for the benefit of supporters and other stakeholders in the community.
- 12.10 By its nature, this preferred exit route is a process which takes several months to implement. During this period, the Administrators have to trade the Club. As explained further below, the funds available to continue to trade are extremely limited. Put bluntly, the Administrators need further funding urgently to meet the ongoing trading costs of the Club. If funding is not made available as a matter of urgency, or a sale is not agreed, the Administrators will have no option other than to realise assets, including player registrations. Subsequent to this the Club would have to be dissolved. This would result in the Club losing its place in the Football League and ceasing to exist as a football club.
- 12.11 The Club's right to compete in the Football League and remain as a Member Club of the Football Association depends upon it holding a share in each of the Football League and the Football Association and complying at all times with the Articles and Regulations. When a football club enters into an insolvency process the Football League and the Football Association have the right to require the Member Club to transfer its share to another club or organisation for a nominal consideration. Under the Football Leagues' Articles of Association it is a condition of continued membership of the Football League that all creditors classified by the Football League as Football Creditors are paid in full. It is not tenable to force non defaulting clubs to play fixtures against clubs which are unable to pay their debts either by accounting for the share of gate receipts or in respect of unpaid transfer fees. The

Football Association also requires compliance with the Football League's insolvency policy applicable to all Member Clubs.

- 12.12 The Administrators are advised, and are aware from previous sector experience, that a CVA for the Club is the Football League's preferred mechanism pursuant to which the Club's business and assets can then be transferred to a new company purchaser (provided that party also complies with any additional criteria imposed by the Football League). In addition to the Stadium and the player registrations, the other main assets of the Club is its shareholding in the Football League. Under the rules and regulations of the Football League, the Football League Share can only be transferred by a sale to a "newco" purchaser which has been approved following implementation of a CVA or, as understood by the Administrators, in "exceptional circumstances" (and the decision as to whether "exceptional circumstances" exist is at the sole discretion of the Football League Board). The League Share has no value ascribed to it in the Club's statutory accounts since it carries with it the burden of numerous obligations set out in the Articles and Regulations.
- 12.13 As a consequence of the Administration, the Football League has withdrawn The Football League share and suspended the withdrawal notice generally. The transfer of the Club's share to a new company purchaser may be subject to further conditions imposed by the Football League dependent upon whether this Proposal is approved by the requisite majority of Unsecured Creditors. The burden of obligations which any Purchaser of The Football League Share will have to assume will depress its value, it is not readily saleable in the open market.
- 12.14 The purposes, therefore, of this Proposal (if approved at the CVA creditors' meeting) essentially are two-fold to satisfy the Insolvency Policy and, in effect, to seek the approval of the Unsecured Creditors to the proposed Sale Agreement so that a transfer of The Football League Share may take place.
- 12.15 The Administrators sent an advance copy of this Proposal to the Football League prior to its circulation to Creditors and have discussed the contents in detail with the Football League including the reasons why this Proposal, in the Administrators' opinion, satisfies the Insolvency

Policy. The response from the Football League has been broadly positive. Especially since £100,000 is to be made available to the Supervisors for distribution if the CVA is approved and the Sale Agreement completes and which will not be available otherwise. The Football League also has stated that it does not object to the approach taken by the Administrators in this Proposal particularly since the Club (acting with the authority of and at the direction of the Administrators) waives all FCR Claims (whether past, present or future). The Football League has however reserved its position regarding any modifications made to this Proposal at the CVA creditors' meeting. The transfer of the Football Shares, however, will remain subject to a purchaser satisfying the other stipulations of the Insolvency Policy and other membership conditions including adequate financing by a purchaser to ensure that it is able to compete in The League's competitions for the foreseeable future.

12.16 The Administrators hope that a preferred bidder will shortly be able to meet with the Football League to discuss its detailed requirements so as to obtain its outline consent in due course to transfer the Football League Share.

12.17 The Administrators therefore believe that the conditions referred to in this Proposal should be satisfied in accordance with the terms of any sale agreement.

13. FOOTBALL CREDITOR ('FC') RULE

13.1 The so called 'Football Creditor Rule' in simple terms, requires that each member of The Football League holds one share in The Football League and agrees to abide by the Articles and Regulations. The Articles provide that member clubs of The Football League must pay FCs as defined in the Articles if they want to retain their membership of The Football League.

13.2 If FCs are not paid by defaulting clubs, then a club will lose its share in The Football League and will have to reapply to be a member of a league at least two steps down the football pyramid.

- 13.3 Pari passu distribution to all creditors of an insolvent company's available assets (or their realisable cash value) is at the core of the Act. While the Administrators sympathise with unsecured creditors who will only receive a certain percentage in the pound, whereas FCs get paid in full, the FCs will not be paid from assets of the Company, by any purchaser. The Club has no means of satisfying FC claims, therefore, as we have tried to explain in this Proposal, voting against this Proposal will have no impact on the FC Rule. Voting against the proposal may result in the Club suffering a further points deduction for failing to achieve a CVA, which is the result of non compliance with The Football League requirements in respect of a CVA. In this instance, unlike other clubs, we are of the opinion that it is likely that FCs will not be paid by the Club or any subsequent purchaser of the Club but outside of the control of the Club. If FCs are not discharged they will have to be paid by a subsequent purchaser of the Club to abide by The Football League rules. Creditors are therefore asked to distinguish between their dislike of the Football Creditor Rule and voting for the CVA, which are two separate and distinct matters.
- 13.4 The benefit of creditors approving this Proposal is that the Club will not suffer a further points deduction.

14. FOOTBALL CREDITORS

- 14.1 All interested parties have been informed that Football Creditors (as set out in the Articles) will need to be dealt with by any purchaser to the satisfaction of the Football League upon the Football League Share being transferred to a purchaser. It is the intention of a purchaser to assume responsibility for Football Creditors. It should be emphasised that such payment to the Football Creditors will be made outside the terms of the CVA and payment will be made directly to Football Creditors by a purchaser, not by the Company. It is not intended therefore that any provision of the CVA shall disturb the statutory order of priority of payments to Creditors as set out in the Act by ranking Football Creditors ahead of the Preferential Creditors or other Unsecured Creditors. Notwithstanding the Football Creditor Rule unpaid wages of all employees including players will become the responsibility of a purchaser in any event under TUPE, In addition the Secured Creditors

have claims of £4.9m over the tangible assets of the Club which will not be available to meet the claims of unsecured creditors.

- 14.2 If the Football Creditors are not paid, then there is a real risk that the Club would not retain its membership of the Football League and would have to re-apply to be a member of a lower league (i.e. outside the Football League).
- 14.3 If a sale of the Club completes and the Proposal is approved at the CVA Creditors' meeting and a liquidation follows, the Football Creditors will not prove in the Administration, the CVA or the Club's subsequent liquidation for dividend purposes as those debts are still likely to be settled by third parties outside of any insolvency regime.
- 14.4 If the Proposal is rejected and/or one of the current interested parties or other party fails to obtain the Football League Share then the Football Creditors (and any creditor standing in their shoes by way of subrogation or assignment) will be at liberty to prove in any Club liquidation but most likely will receive nothing in a dissolution, there will be nothing left.
- 14.5 The PFA represents the interests of the players. Under the Insolvency Policy the Club would not be able to retain its membership of the Football League unless it reaches an arrangement with the PFA in respect of the players' contracts and arrears of wages due to them. The vast majority of such sums would fall to be met by the purchaser upon completion of any sale agreement as explained above. The players would not rank therefore for dividend purposes in the Administration, the CVA (once implemented) or the liquidation of the Club upon completion of the Sale Agreement, thus improving the dividend distribution prospects for the Unsecured Creditors.

15. DURATION AND TERMINATION

- 15.1 This Proposal (if approved at a CVA Creditors' meeting) shall run concurrently as the CVA alongside the Administration so that a sale of the Company's business and assets can complete. The CVA shall continue in full force and effect until the earlier of the following whereupon the CVA shall terminate immediately:

- 15.1.1 the Sale Agreement does not complete (for whatever reason);
- 15.1.2 the period of 12 months (less a day) after the Effective Date expires;
- 15.1.3 the Supervisors having agreed all claims of the Unsecured Creditors and distributed the CVA Fund to them in accordance with the terms of this Proposal; or

16. NOMINEES AND SUPERVISORS

- 16.1 It is proposed that the Nominees and the Supervisors shall act as joint nominees and joint supervisors of the CVA.
- 16.2 The Nominees and intended Supervisors are qualified to act as insolvency practitioners in relation to the Club and all powers conferred upon them shall be exercisable jointly and severally.
- 16.3 The Joint Nominees and Supervisors will not receive any remuneration.
- 16.4 If, for whatever reason, all claims of the Unsecured Creditors have not been agreed by the Supervisors by the time the CVA terminates, and some part of the CVA Fund has not been distributed at that time, the Supervisors shall pass the remaining part of the CVA Fund to the subsequently appointed liquidator(s) of the Club to finalise Creditors' claims and distributions.

17. STATEMENT OF AFFAIRS

- 17.1 All the Club's assets, with estimates of their respective values, and the extent to which they are charged in favour of Creditors, together with full details of the Company's liabilities, are disclosed in the Statement of Affairs as set out in **Appendix 2**.
- 17.2 All of the Club's assets, including the Stadium, are excluded from the CVA unless otherwise specified. No other property or assets are being made available for the purposes of the CVA by the Prospective Purchaser (or another third party).

18. SECURED CREDITORS

18.1 There are four secured chargeholders over the Club's assets. They are as follows, with the identity of the chargeholder given in bold below:

18.1.1 **Lombard North Central plc (Lombard)** - to the value of circa £2.1m. Lombard has four securities registered at Companies House:

18.1.1.1 A legal charge over the leasehold interest in the Stadium (title number DN455662), created on 25 September 2002 and registered at Companies House on 12 October 2002;

18.1.1.2 A mortgage debenture over the undertaking and all property and assets, created on 25 September 2002 and registered at Companies House on 12 October 2002;

18.1.1.3 Charge by way of legal mortgage over land around the Stadium (title number DN525203) created 26 January 2007 and registered at Companies House 2 February 2007;

18.1.1.4 Chattel mortgage over stage electrics, ean speaker, public address system, Wright and Owen floodlighting system created 15 January 2008 and registered at Companies House on 17 January 2008.

18.1.2 **The Plymouth Argyle Supporters Training and Development Trust (the Supporters Trust)** - in the sum of £330,000. The Supporters Trust legal charge was created on 25 January 2011 and registered at Companies House on 9 February 2011. It is secured by way of legal mortgage over

the Stadium giving all right title estate and interests in the Stadium (title number DN547659).;

18.1.3 **Mastpoint Limited (Mastpoint)** - in the sum of circa £2.1m. The Mastpoint legal charge was created on 23 December 2009 and was registered at Companies House on 9 January 2010. It is secured by way of fixed charge over the undertaking and all property and assets present and future, including goodwill, all plant and machinery, the benefits of all rights, claims and permits, guarantees, insurance or compensation and an assignment of the Pool account;

18.1.4 **Sir Roy Gardner** - in the sum of £400,000. Sir Roy Gardner's legal charge was created on 27 October 2010 and registered at Companies House on 16 November 2010. It is secured by way of legal charge over the Stadium (title number DN547659).

18.2 A deed of priorities dated 25 January 2011 , regulates the order of repayment as between Supporters Trust, Mastpoint and Sir Roy Gardner. Taking that document into account, the overall order of the Club's secured creditors is as follows:

(a) First – Lombard

(b) Second – The Supporters Trust

(c) Third – Mastpoint

(d) Fourth - Sir Roy Gardner

18.3 Sir Roy Gardner and Keith Todd (a director of the Club) are security trustees for the loan note holders of Mastpoint.

18.4 The Secured Creditors are the only secured creditors in relation to the Club. The CVA cannot affect the rights of any Secured Creditor to enforce their security (unless any Secured Creditor decides to voluntarily

surrender its security for the general benefit of Unsecured Creditors). Further, there is to be left out of account for CVA voting purposes any claim or part of a claim which is secured.

19. PREFERENTIAL CREDITORS

Details of the amounts payable to Preferential Creditors are set out in the Estimated Outcome Statement at **Appendix 7**. It is proposed that the CVA Fund will be utilised by the Supervisors to pay the amount shown in **Appendix 7** to Preferential Creditors in full. The CVA cannot affect the priority treatment of the Preferential Creditors.

20. GUARANTORS

No guarantees have been given by the Company or by any person in connection with this Proposal or in connection with any of the Creditors by any person.

21. CONNECTED CREDITORS

21.1 There are no connected creditors of the Company so far as the Administrators are currently aware on the basis of information provided to them to date, other than current employees and/or directors who remain in office as at the date of the creditors meeting or any adjourned meeting of the Company in respect of arrears of wages and future sums due to them under their employment contracts;

21.2 Any Connected Creditors will be dealt with in the same way as other Creditors in the CVA (if approved) and for voting purposes will be dealt with in accordance with the Act and the Rules.

22. ORDER OF PRIORITY

22.1 It is proposed that upon receipt of the CVA Fund by the Supervisors, the CVA Fund shall be distributed in accordance with the CVA so as to pay, in the first instance, dividends in the following order of priority once claims have been agreed for distribution purposes (the balance of the CVA Fund in hand after any interim dividend being distributed in accordance with this Proposal to the extent that the Supervisors are able to do so and for so long as the CVA has not been terminated and/or the balance of the CVA Fund has not been handed over by the Supervisors

to a liquidator(s) of the Club to distribute to Creditors (having taken account of any prior dividend distributions to Creditors):

22.1.1 Preferential Creditors; and

22.1.2 Unsecured Creditors.

22.2 The Supervisors shall open a separate bank account in their names for the benefit of the Club into which the CVA Fund shall be paid and held on trust for the benefit of the Preferential Creditors and the Unsecured Creditors, as further confirmed at paragraph 24 below.

22.3 In the event the CVA subsequently terminates in accordance with paragraph 7 above, the Supervisors shall hand over the CVA Fund (or so much as remains in their hands at the relevant time) to a subsequently appointed liquidator(s) of the Club and, subject to paragraph 24 below, the Club's liquidator(s) will finalise any claims and distribute any remaining dividend(s) to the Unsecured Creditors.

23. PROOF OF DEBTS

23.1 In admitting proofs of debt under the CVA, the Supervisors shall apply, wherever applicable and subject to the provisions of the CVA, those provisions of the Act and the Rules relating to (i) proving of debts; and (ii) quantification of claims as are applicable in a compulsory liquidation (save that no advertisements will be made). The Supervisors shall not admit any claim for dividend distribution purposes of any Creditor (including but not limited to contingent claims) unless such claim is proven to their satisfaction pursuant to and in accordance with the provisions of the Act and the Rules applicable in compulsory liquidation (as modified by this Proposal so as to give effect to the CVA).

23.2 The amount of any indebtedness owed by the Club to any Creditor shall be the total amount owing as at the Appointment Date.

23.3 Rules 4.73 to 4.94 inclusive of the Rules shall apply to the CVA, except that:

23.3.1 references to proving or claiming to prove shall be taken as references to the submission of a claim calculated in accordance with the terms of the CVA;

23.3.2 the reference to "section 98" shall be read as a reference to "section 3" of the Act;

23.3.3 references to "the liquidator" shall be read as references to "the Supervisors".

24. DIVIDEND DISTRIBUTION

24.1 Rules 11.1 to 11.13 inclusive of the Rules and rule 4.182 (1) and (2) inclusive of the Rules shall apply to the CVA except that:

24.1.1 references to "the liquidator" and/or "the office-holder" (where relevant) shall be read as references to "the Supervisors";

24.1.2 references to "creditors" shall be read as references to "Preferential Creditors and Unsecured Creditors";

24.1.3 references to "the insolvent" shall be read as references to "the Club";

24.1.4 references to proving or claiming to prove shall be taken as references to the submission of a claim calculated in accordance with the terms of the CVA; and

24.1.5 no action shall be permitted against the Supervisors for a dividend including a refusal by them to pay a dividend for whatever reason they think fit.

24.2 The Supervisors shall have sole discretion to determine the amount to be distributed out of the CVA Fund from time to time and they shall be under no obligation to distribute all of the CVA Fund in one distribution.

- 24.3 If the CVA terminates, then the CVA Fund (less any dividend distribution payment(s) made already by the Supervisors to the Unsecured Creditors) shall be handed over by the Supervisors without liability to the subsequently appointed liquidator(s) of the Club to finalise claims and distribute the CVA Fund (or remaining part thereof) to the Unsecured Creditors, taking account of any dividend distributions already made by the Supervisors under the terms of the CVA. The subsequently appointed liquidator(s) of the Club may also have additional realisations to distribute as a result of any realisations made in the Club's liquidation. There can be no guarantee in this respect for Unsecured Creditors.
- 24.4 If any dividend(s) remain unclaimed when the Supervisors vacate office, they shall hand over without liability such amounts to the subsequently appointed liquidator(s) of the Club who shall then be responsible to the Creditors concerned for the amounts of such dividends and distribution thereof notwithstanding the termination of the CVA and no action or claim shall lie against the Supervisors in this respect by any Unsecured Creditor.
- 24.5 Creditors shall not be entitled to receive any payment or dividend under the terms of the CVA unless they are bound by the CVA, either by virtue of section 5 of the Act, or by virtue of an undertaking to that effect, and their claim has been admitted in whole or in part by the Supervisors (or a subsequently appointed Club liquidator in circumstances described elsewhere in this Proposal) for dividend distribution purposes.

25. HIRE PURCHASE ARRANGEMENTS

The majority of assets subject to hire purchase or chattel leasing agreements or other similar agreements, as set out in the Statement of Affairs, may be required by a purchaser in connection with the acquisition of the Club's business and assets under a sale agreement. It is intended that, a purchaser will enter into negotiations with some or all of the hire purchase and/or chattel leasing companies concerning the chattels and/or equipment which (in the opinion of the purchaser) will be required by the purchaser for on-going trading as from the Transfer Date. The purchaser will only assume on-going liability for those assets in respect of which the purchaser has notified the relevant hire purchase or

chattel leasing companies of its requirement for the particular assets specified, such notification being within 30 days of the Transfer Date (or as otherwise agreed between the parties). All unpaid arrears arising from any hire purchase or chattel leasing agreements or similar agreements entered into by the Club shall be dealt with as unsecured claims for the purpose of the Administration and subsequent liquidation of the Club.

26. EMPLOYEE CLAIMS

Following approval by Creditors of this Proposal (so it becomes the CVA), no employee claims are expected to rank for dividend in the Administration, the CVA and/or a subsequent liquidation of the Club other than those employees whose contracts were determined prior to the Transfer Date either during or prior to the administration and any claims from the redundancy fund. No other claims by employees are anticipated prior to the Transfer Date as the Club has either paid or deferred the wages of the Club's staff which had accrued prior to the Transfer Date. To facilitate the on-going business of the Club, the deferred wages of the Club's staff (if any) will be paid by a purchaser pursuant to the Transfer of Undertakings Regulations.

27. SUPERVISORS' FUNCTIONS

27.1 The Supervisors shall have no duties or responsibilities save those expressly set out in this Proposal (as approved by the Creditors and the Club (acting by the Administrators)) or otherwise imposed by the provisions of the Act and the Rules.

27.2 Each of the Creditors and the Club agree and acknowledge that, the Supervisors are not subject to and shall not assume any fiduciary or other special responsibilities to the Creditors or the Club and that all information supplied to the Administrators and the Nominees has been obtained from the Club and/or its management and directors and/or its former employees and/or its former trading partners and/or any associated company and that each of the Administrators, Nominees and Supervisors do not warrant or represent the accuracy of that information or any part thereof. They accept no liability in respect of it whatsoever.

27.3 The proposed functions of the Supervisors are:

- 27.3.1 to receive all of the CVA Fund for the purposes of the CVA;
- 27.3.2 to supervise the appropriate banking of the CVA Fund;
- 27.3.3 to utilise the CVA Fund in accordance with the terms of the CVA;
- 27.3.4 to agree the Creditors' claims whether in whole or in part, as the Supervisors deem fit (subject to the terms of the CVA);
- 27.3.5 to make a dividend distribution(s) to the Creditors in due order of priority as prescribed under the terms of the CVA from time to time as and when the Supervisors consider that circumstances permit;
- 27.3.6 to employ solicitors and other professional advisers to act and advise them in connection with any matters on which they consider such assistance is appropriate;
- 27.3.7 to deal with administrative matters in relation to the CVA, to report to Creditors and/or any CVA Creditors' committee as to the progress of the CVA from time to time (if required);
- 27.3.8 to do all such things as they consider necessary or expedient to give effect to the purposes of the CVA. Subject to the right of Creditors or others under Section 6 of the Act, the Supervisors may take such action, enter such agreements and do such things as they deem fit and which in their opinion are in the best interests of the Creditors so as to give effect to the CVA; and
- 27.3.9 the Nominees and the Supervisors, in the absence of bad faith or wilful misconduct on their part, shall not be personally liable for any debt or obligation incurred by the Club howsoever arising during the period of the CVA and shall in any event be entitled to a full indemnity from the assets of the Club in respect of any claim or demand made against the Nominees or the Supervisors and/or their firm and/or their staff and/or any agents employed by them for

any such liability or any other liability of the Nominees or the Supervisors arising out of their position as Nominees or Supervisors and in relation to any steps taken or not taken. If the Nominees or Supervisors make a claim upon this indemnity such claim will rank pari passu with the Nominees' or Supervisors' remuneration and expenses under this Proposal and the CVA.

28. RELEASE

In respect of the Nominees on the Effective Date and in respect of the Supervisors on the date of termination of the CVA (in accordance with paragraph 7 above), the Nominees and Supervisors shall be released respectively by each Creditor from all liabilities and obligations in respect of all acts and/or omissions of theirs or otherwise in relation to their conduct as Nominees or Supervisors respectively. Each Creditor shall and hereby does waive all claims or rights which he may have against the Nominees and/or the Supervisors' in respect of such matters.

29. CVA CREDITORS' COMMITTEE

- 29.1 Where it is so resolved at the CVA Creditors' meeting approving the CVA, or at the request of the Supervisors, a CVA creditors' committee ("**CVA Committee**") will be established. The rules, functions, powers and administration of the CVA Committee will be those contained in rules 2.50 to 2.65 inclusive of the Rules except references therein to "administrator" or "administration" shall be read as references to the Supervisors or the CVA respectively.
- 29.2 The Administrators propose that, if a CVA Committee is required by the Creditors, the Committee (i.e. as formed following the Initial Creditors' Meeting) shall automatically form the CVA Committee for the purposes of the CVA. However, this will be subject to the Creditors' approval and subject to any suggested alternative Unsecured Creditors putting themselves forward as members of the CVA Committee.
- 29.3 For the avoidance of doubt, any resolution to appoint a CVA Committee (and any members thereof) will require in excess of one half in value of

the Creditors present in person or by proxy to vote in favour of its establishment (and membership), as set out in rule 1.19 of the Rules.

30. VARIATION

30.1 The Supervisors may at any time convene general meetings of the Company and the Creditors for the purpose of varying the CVA. The notice of the meetings shall set out the proposed variation and be accompanied by the Supervisors' report on the reasons for the variation and its expected effect.

30.2 So far as is possible, any variation meetings shall be conducted in accordance with section 4 of the Act and rules 1.13 to 1.21 inclusive of the Rules except that:

30.2.1 references to the "creditors' meeting" or "meeting" shall be taken as references to the proposed meetings to consider and approve variation(s) to the CVA;

30.2.2 references to the Nominees shall be taken as references to the Supervisors;

30.2.3 modifications may not include one intended to replace the Supervisors or which intend the CVA to be non-compliant with Part 1 of the Act;

30.2.4 Creditors' claims shall be calculated as at the Effective Date; and

30.2.5 references to 14 days' notice shall be read as 7 days or such other period as the Supervisors shall in their absolute discretion determine.

30.3 Section 6 of the Act shall not apply to such a meeting as it does to a meeting under section 4 of the Act.

31. VACANCY IN OFFICE OF SUPERVISORS

31.1 Should a vacancy arise in the office of the Supervisors, by death or otherwise, the following provisions will apply:

- 31.1.1 the remaining Supervisor(s) shall continue in office as sole or joint Supervisor(s);
- 31.1.2 if the Supervisor is the sole remaining supervisor then the office may be assumed by a partner in the former Supervisor's firm within one month of the date of the vacancy arising;
- 31.1.3 if no alternative Supervisor can continue in or assume office in accordance with the above provisions, then a Creditors' meeting will be convened in accordance with the provisions dealing with variation set out in this paragraph 21 in order to determine the identity of a suitable replacement willing to accept the appointment.

32. CVA TRUST MONIES

In the event that the CVA terminates, in accordance with paragraph 7 above, then the CVA Fund (or so much of the CVA Fund as remains in hand at the relevant time) shall remain on trust for the benefit of those entitled to it under the CVA, as referred to in sub-paragraph 14.1 above, and the trust in their favour shall not fail upon the subsequent liquidation of the Club. The CVA Fund shall be handed over by the Supervisors to a subsequently appointed liquidator(s) of the Club on this basis so as to preserve the CVA Fund (or any remaining balance thereof) for the benefit of the parties so entitled.

33. POTENTIAL CLAIMS BY A LIQUIDATOR OF THE CLUB

- 33.1 The Directors have been made aware by the Administrators of their obligations to disclose information relating to circumstances which may give rise to the possibility of claims under the following sections of the Act:
 - 33.1.1 Section 238 (Transactions at an Undervalue);
 - 33.1.2 Section 239 (Preferences);
 - 33.1.3 Section 244 (Extortionate Credit Transactions);
 - 33.1.4 Section 245 (Invalidity of a Floating Charge).

- 33.2 Other than as detailed below in the CVA and what is available from the Club's books and records, the Directors have informed the Administrators in their statement of affairs that they are not aware of any other claims that could be made under any of the above provisions and the Directors have not made the Nominees aware of any such claims.
- 33.3 The subsequently appointed liquidator(s) of the Club shall investigate any potential claims which may fall into any of the above categories. It should be noted, however, that the Administrators do not have sufficient funds to retain for the purpose of an investigation into the prior conduct of the Directors and/or to fund any form of action against them (should any such action be deemed appropriate). It will be for a liquidator(s) of the Club (if so appointed) to arrange such funding with the Creditors or any other form of arrangement sufficient to enable him (or them) to investigate the causes of the Club's failure and take appropriate action (if any) against the Directors. There can be no guarantee of any recoveries by the Club's liquidator(s) since this will be dependent upon a wide variety of factors.

34. NO PERSONAL LIABILITY

Neither the Administrators nor the Nominees, nor the Supervisors nor their staff or any agents employed by them accept any personal liability in connection with the CVA. Further, neither the Administrators nor the Nominees nor the Supervisors nor their staff or any agents employed by them give any warranties and make no representations whatsoever in connection with the contents of this Proposal and any warranties and/or representations whether express or implied, or of any description, are hereby expressly excluded.

35. EC REGULATION

The Council Regulation (EC) No. 1346/2000 of 29/05/2000 on Insolvency Proceedings ("**Regulation**") applies to these proceedings which are main proceedings as defined by Article 3 of the Regulation.

36. RULE 1.3 CHECKLIST

Creditors are referred to **Appendix 5** which consists of a checklist of the matters addressed in this Proposal for the purposes of complying with rules 1.3(2) and 1.10(1) of the Rules.

SIGNED by **BRENDAN GUILFOYLE** for)
himself and on behalf of **JOHN RUSSELL**)
and **CHRISTOPHER WHITE**, the)
Administrators)

A handwritten signature in black ink, appearing to be 'Brendan Guilfoyle', written over a horizontal line.

No. 270 of 2011

IN THE High COURT OF JUSTICE

CHANCERY DIVISION

LEEDS DISTRICT REGISTRY

PLYMOUTH ARGYLE FOOTBALL COMPANY
LIMITED (THE)
IN ADMINISTRATION

AND

IN the MATTER OF THE INSOLVENCY ACT 1986

No. 270 of 2011

IN THE High COURT OF JUSTICE

Chancery Division

LEEDS District Registry

PLYMOUTH ARGYLE FOOTBALL COMPANY
LIMITED (THE)
IN ADMINISTRATION

and

in the MATTER OF THE INSOLVENCY ACT 1986

**PROPOSAL FOR A COMPANY VOLUNTARY
ARRANGEMENT BY THE
ADMINISTRATORS OF PLYMOUTH**

Walker Morris
Kings Court
12 King Street
Leeds
LS1 2HL
Tel: +44 (0)113 283 2500
Fax: +44 (0)113 245 9412

Ref: DWH/JBM/POP.8-65
Solicitors for the Administrators

**ARGYLE FOOTBALL COMPANY LIMITED
TO ITS CREDITORS AND SHAREHOLDERS
PURSUANT TO PART I OF THE
INSOLVENCY ACT 1986**

Walker Morris
Kings Court
12 King Street
Leeds
LS1 2HL
Tel: +44 (0)113 283 2500
Fax: +44 (0)113 245 9412

Ref: DWH/JBM/POP.8-65
Solicitors for the Administrators

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED – IN ADMINISTRATION

APPENDIX 1

STATUTORY INFORMATION

Company Name:	Plymouth Argyle Football Company Limited
Registered Address:	93 Queen Street Sheffield S1 1WF Formerly:- Home Park Plymouth PL2 3DQ
Company Number:	00110819
Date of Incorporation:	15 July 1910
Objects:	Professional Football League Club
Authorised Capital:	150,000 Ordinary £1 Shares
Issued Capital:	Ordinary £1 Shares
Shareholders:	Plymouth Argyle football Co. (Holdings) Limited - 53,880 Ordinary £0.25 Shares Other Individual Shareholders - 6,120 Ordinary £0.25 Shares
Debenture Holder:	Lombard North Central Plc hold a debenture dated 12 September 2002.
Directors:	Mr Paul D Stapleton Mr Robert E Dennerly Mr Anthony E Wrathall Mr Yasuki Kagami Mr Thomas K Todd Mr George Z Synan
Company Secretary:	Mr Paul D Stapleton

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED – IN ADMINISTRATION

APPENDIX 2

ESTIMATED DIRECTORS' STATEMENT OF AFFAIRS AS AT 4 MARCH 2011

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED (THE)
Estimated Statement of Affairs as at 4 March 2011

	Book value	Estimated to realise	
	£	£	£
ASSETS			
Stock, fixtures and fittings	652,000		1,000
Debtors	214,000		-
Players	348,000		-
Assets specifically pledged			
Freehold Property - Home Park Stadium	10,567,000	2,250,000	
	<u>11,781,000</u>		
deduct : Secured Creditors			
Lombard North Central plc		2,180,000	
Plymouth Argyle FC Supporters Trust		330,000	
Mastpoint Limited		2,118,248	
Sir Roy A. Gardner		<u>403,643</u>	
		(5,031,891)	
<i>Shortfall to secured creditors ,carried down to unsecured creditors</i>		<u>(2,781,891)</u>	
LIABILITIES			
Preferential creditors			
Unpaid wages and holiday pay - redundant staff			<u>24,000</u>
<i>Deficiency as regards preferential creditors</i>			(23,000)
Unsecured Creditors			
<i>Shortfall from secured creditors</i>		2,781,891	
Redundancy & notice pay - redundant staff		40,000	
Unpaid wages - non playing staff		444,304	
Barclays Bank Plc		247,440	
Players' contractual claims		2,874,151	
Season ticket holders		355,588	
Ticketus Services 34 Limited		1,261,743	
Mastpoint Finance Limited		437,000	
Football creditors (other FL clubs)		56,000	
HMRC		293,000	
Football League Loan		281,380	
Sir Roy A Gardner		25,438	
FL Pension deficit		50,909	
Tony campbell		55,084	
PAFCH loans		1,511,549	
Mastpoint Limited		1,328,845	
Trade & Expense creditors, per attached schedule		<u>3,382,197</u>	
			(15,426,519)
<i>Deficiency as regards unsecured creditors</i>			<u>(15,449,519)</u>
SHARE CAPITAL			
Ordinary shareholders			(150,000)
Deficiency			<u><u>(15,599,519)</u></u>

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED – IN ADMINISTRATION

APPENDIX 3

SIP 9 TIME COSTS ANALYSIS

SIP 9 - Time & Cost Summary

Period: 04/03/11..15/04/11

Time Summary

Hours						Time Cost (£)	Average hourly rate (£)
Classification of work function	Partner	Manager	Other Senior Professionals	Assistants	Total Hours		
Administration & planning	21.00	14.50	57.90	18.30	111.70	28,025.60	250.90
Investigations	0.00	0.00	0.10	0.00	0.10	16.00	160.00
Realisations of assets	90.70	0.00	69.40	1.70	161.80	50,962.20	314.97
Trading	39.50	0.00	183.80	4.10	227.40	48,918.60	215.12
Creditors	70.50	0.00	168.05	21.10	259.65	74,135.40	285.52
Case specific matters	38.00	0.00	55.50	0.40	93.90	26,568.30	282.94
Pre Sip9 Time Recording	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Hours	259.70	14.50	534.75	45.60	854.55	228,626.10	267.54
Total Time Cost (£)	115,568.00	5,787.50	105,446.60	1,824.00			

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED – IN ADMINISTRATION

APPENDIX 4

ANALYSIS OF RECEIPTS AND PAYMENTS

	Estimated Statement of Affairs (£)	Actual (£)
RECEIPTS		
Ticket office sales		101,105
Retail sales		43,006
Corporate hospitality		12,156
Transfer fees/loan agreement income		150,000
Income from football authorities		4,800
Miscellaneous trading income		27,335
Book debts		7,951
Cash at bank and in hand		19,531
VAT payable		74,962
Freehold Property	2,250,000	-
Stock, Fixtures & fittings	1,000	-
	<u>2,251,000</u>	<u>440,846</u>

**PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED – IN
ADMINISTRATION**

APPENDIX 4

PAYMENTS

Receipts held by Barclaycard	85,285
Matchday expenditure	78,004
Physiotherapy & fitness training	200
Wages including PAYE/NIC	21,954
Health trust contributions	12,496
Shop purchases	55
Utilities & mobile phones	16,390
Hire of equipment	144
Stadium consumables	291
Catering supplies & services	13,434
Insurance	4,412
Football Authorities charges/fines	115
Credit card & bank charges	550
Repairs and maintenance	137
Sundry expenses	91
Commercial expenditure	487
Postage & stationery	1,556
Licence fees	783
FA/FL Levies	1,367
Subscriptions	1,064
Accommodation/travel expenses	22,166
Employees expenses	9,770
Public relations	1,283
Professional fees	3,951
Statutory advertising	70
Incidental outlay	
– Category 1 disbursements	
searches	25
– Category 2 disbursements	
Postage and stationery	440
Travel, accommodation and expenses	7,595
	284,115
Balance in Hand	156,731
	440,846

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED – IN ADMINISTRATION

APPENDIX 5

**CREDITORS GUIDE TO FEES, EXPENSES AND DISBURSEMENTS CHARGED BY THE
P&A PARTNERSHIP**

Creditors Guide to the Fees, Expenses and Disbursements charged by The P&A Partnership

Rates applicable from the 1st April 2011

Details of Insolvency Practitioners Licensing Bodies

John Russell, Brendan Ambrose Guilfoyle, Andrew Philip Wood, Christopher Michael White, Gareth David Rusling, Filippa Connor and Ashleigh William Fletcher are all licensed by the Insolvency Practitioners Association of Valiant House, 4-10 Heneage Lane, London, EC3A 5DQ. Philip Andrew Revill is licensed by the Institute of Chartered Accountants of England & Wales of Silbury Court, 412/416 Silbury Boulevard, Milton Keynes, MK9 2AF. Derek Ewan Simpson is licensed by The Institute of Chartered Accountants of Scotland of CA House, 21 Haymarkets Yard, Edinburgh EH12 5BH

Insolvency Practitioners Fees

The Insolvency Rules 1986 entitles the Insolvency Practitioner to receive remuneration for his services and sets out the basis of how such remuneration shall be fixed which includes a percentage of the assets realised and monies distributed to creditors; a set amount; by reference to the time properly given by the office holders, their partners and staff in attending to matters arising; or one or more of the above bases and different basis may be fixed for different things. Where it has been agreed by resolution of the secured creditors, a creditor's committee or creditors generally, that the office holders remuneration will be calculated by reference to a time basis, then such remuneration will be calculated in units of 6 minutes at the following hourly standard rates:-

Grade	Total Hourly Standard Rates £	Total Hourly Complex Rates £
Partners/Associate	320 – 435	480 – 600
Partners & Directors		
Senior Manager & Managers	215 – 290	320 – 440
Administrators	176 – 215	
Assistants	40 – 176	

These are our current hourly charge out rates and are exclusive of value added tax. Rates are reviewed annually and creditors will be advised of any alteration thereto. In cases of exceptional complexity or risk, the insolvency practitioner reserves the right to obtain authority from the secured creditors, creditor's committee or the creditors generally, that their remuneration on such time as is agreed shall be charged on the above higher hourly complex rate.

Debt Collection, Contested Asset Recovery and Related Services

Contested debt collection will be referred to P&A Receivables Services PLC, an associated company of The P&A Partnership and its dedicated legal firm James Peters & Co. The fees of P&A Receivables Services PLC shall be charged by reference to the time properly given by their staff; such fees will be calculated in units of 6 minutes at the hourly rate of £80. P&A Receivable Services PLC may also be used to recover items such as plant and machinery, to locate debtors and to serve documents. The fees for work of this nature will be calculated in accordance with P&A Receivables Services PLC's standard rates. James Peters & Co fees will be charged by reference to time costs properly incurred, calculated in 6 minute units at an hourly rate of between £109 and £213, plus their disbursements. These fees are in accordance with the guideline rates for summary assessment of costs following consultation between the legal profession and the Designated Civil Judge and are typical of legal firms in this geographical area.

Expenses and Disbursements

The payment of **Category 1** disbursements will be a charge against the estate to recover the actual cost of the disbursement paid out in respect of the administration of the estate. A separate amount will be charged by way of an expense to recover the cost of **Category 2** disbursements for services provided by the insolvency practitioner's firm. Category 2 disbursements will include storage of company's books and records at the insolvency practitioner's own storage facility. The books and records will be stored in banker's boxes and a storage fee will be charged at the rate of £7.50 per box per month. This charge covers the transportation of records from the company's premises, storage, retrieval of books and records in storage for administration purposes and the destruction of such books and records after the first anniversary of the completion of the insolvency administration. The recharge for company searches and electronic identification procedures for all new clients will depend on the documentation requested. The charges will be £10 per set of financial accounts, £5 for an annual return, £5 for a mortgage summary, £10 for a company report, £35 for the Memorandum and Articles of Association, £15 for credit references, £5 for any other documents and £15 for electronic verification searches. These charges reflect the insolvency practitioners costs to cover the administration costs of collating the information in addition to the direct costs in obtaining the documents. An annual fee of £175 will be charged on corporate matters for the maintenance of the company's registered office at our office addresses. The charge for the use of meeting rooms will be a flat rate of £100 per meeting or £150 in our London premises. This includes where requested, the use of computer and media facilities. Travelling by motor vehicle on business for the administration of the insolvency will be charged to the estate per mile at the appropriate rate currently published by the "AA" for the type of vehicle and engine size used. All circulars will be sent out by first class post and the actual postage costs will be charged as an expense to the estate. In respect of circulars, stationery and photocopying will be charged out at the rate of 50p per letterhead; 25p per copy paper or facsimile; 09p per proxy form, 09p creditor's guide, 20p large envelope, 18p small envelope, 16p address labels. No charge will be made in respect of individual letters relating to the administration of the estate as the costs of these disbursements are reflected in the hourly rate. The charges stated above are subject to small annual increments and creditors will be advised of these with future circulars.

Introduction to Lending Sources

The P&A Partnership may make referrals to P&A Lender Services Ltd ('PALS') being an associated company. PALS and its authorised representatives are not authorised under the Financial Services and Markets Act 2000 or by the Financial Services Authority to provide specific investment advice but they may be able to introduce funding seeking parties ('FSP's') to one or more reputable lending services ('Lender'). In such circumstances where any party associated with the referral is subsequently subject to any formal insolvency procedure and the Partners of The P&A Partnership are appointed office holders in relation to any formal insolvency, then any arrangement fees or commissions or payments becoming due to PALS (if any) from any Lender in respect of the acquisition or future trading of the business and assets of the insolvent party, will be paid into the realisation fund in the formal insolvency for the benefit of creditors.

Our Ref: «LQCASE_CC0DE»/J«LQCASE_MAN_SEN»

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED – IN ADMINISTRATION

APPENDIX 6

LIST OF UNSECURED CREDITORS' CLAIMS

Summary of Unsecured Creditor Claims

Trade & Expense creditors – per enclosed list	3,382,197
Unpaid wages – non playing staff	444,304
Redundancy & notice pay – redundant staff	40,000
Players' contractual claims	2,874,151
Barclays Bank Plc	247,440
Season Ticket Holders*	355,588
Ticketus Services 34 Limited	1,261,743
Mastpoint Finance Limited	437,000
Mastpoint Limited	1,328,845
Sir Roy A Gardner	25,438
Tony Campbell	55,084
Plymouth Argyle Football Company (Holdings) Limited loans	1,511,549
HMRC	293,000
Football creditors (other Football League clubs)	56,000
Football League pension deficit	50,909
Football League loan	281,380
	12,644,628

*Each season ticket holder has an approximate claim of £74.81.

The P&A Partnership
Plymouth Argyle Football Company Limited (The)
B - Company Creditors

Key	Name	Address	£
CA00	BFS Limited TA 3663	Credit Control Department, Black Moss Lane, Ormskirk, L40 9RW	6,126.61
CA01	2GServices Limited	Drake Circus, 1 Charles Street, Plymouth, PL1 1EA	95.00
CA02	AB TV - Roger Baker Television	2A Whitleigh Avenue, Crownhill, Plymouth, Devon, PL5 3BQ	2,250.00
CA03	Achievement Training Limited	Norwich Union House, 2 St Andrews Cross, Plymouth, Devon, PL1 1DN	82.25
CA04	Adidas (UK) Limited	The Adidas Centre, PO Box 39, Pepper Road, Hazel Grove, Stockport Sk7 5SD	100,810.29
CA05	Adidas Gift of Kit	The Adidas Centre, PO Box 39, Pepper Road, Hazel Grove, Stockport SK7 5SD	34,324.09
CA06	Alliance Disposables Limited	Alliance House, Marshfield Bank, Crewe, Cheshire, CW2 8UY	229.10
CA07	AON Limited	8 Devonshire Square, London, EC2M 4PL	1,682.16
CA08	Gill Akaster	Solicitors, 25 Lockyer Street, Plymouth, Devon, PL1 2QW	929.63
CB00	Barclays Merchant Service	Dept. CSD, Northampton, NN4 7SG	5,147.66
CB01	Base Soccer Agency Limited	33 Great Portland Street, London, W1W 8QF	14,687.50
CB02	Baytek Office Solutions Limited	Unit 26, Teignbridge Business Centre, Cavalier Road, Heathfield Industrial estate, Newton Abbot TQ12	263.08
CB03	The Beer Piper Company	Green Road, Wivelsfield Green, East Sussex, RH17 7QA	991.53
CB04	Belvoir Lettings & Management	2 Lynher Building, Queen Annes Battery, Plymouth, Devon, PL4 0LP	1,200.00
CB05	Bespoke Frames - B Nettleship	39 Langdale Close, Estover, Plymouth, Devon, PL6 8SP	3,131.00
CB06	Bluefin Insurance Services Limited	4th Floor City Exchange, 11 Albion Street, Leeds, LS1 5ES	592.61
CB07	BMW Finance Services Limited	Europa House, Bartley Way, Hook, Hampshire, RG27 9UF	670.79
CB08	BOC Limited	Customer Service Centre, PO Box 12, Priestley Road, Worsley, Manchester M28 2UT	390.89
CB09	Bolton Gate Services Limited	Unit 28, Scott Business Park, Beacon Park Road, Plymouth, Devon PL2 2PB	600.00
CB0A	Booker Cash & Carry	Burrington Way, Honicknowle Industrial Estate, Plymouth, Devon, PL5 3NY	399.39
CB0B	Brandon Tool Hire	Plympton Depot, Lister Close, Plympton, Plymouth, Devon	750.60
CB0C	Brentford FC	Griffin Park, Braemar Road, Brentford, TW08 0NT	10,387.00
CB0D	British Gas Business	c/o Moon Beever Solicitors, 260 Avenue West, Skyline 120, Great Notley, Braintree, Essex, CM77 7AA	16,324.38
CB0E	Bupa Insurance Limited	Anchorage Quay, Salford Quays, Salford, M50 3XL	504.20
CB0F	Business Card Xpress	Suite 8, Bowker House, Lee Mill, Ivybridge, PL21 9EF	306.68
CB0G	Business Partner	Heathside Park, Heathside Park Road, Stockport, Cheshire, SK3 0RB	3,855.94
CC00	Clarke Willmott LLP	1 Georges Square, Bath Street, Bristol, BS1 6BA	81,443.36
CC01	Crownhill Village Butchers Limited	c/o Lloyds TSB Commercial Finance, PO Box 10484, Harlow, CM20 9GY	1,209.12

Signature _____

The P&A Partnership
Plymouth Argyle Football Company Limited (The)
B - Company Creditors

Key	Name	Address	£
CC02	Camelot Hotel	5 Elliott Street, The Hoe, Plymouth, Devon, PL1 2PP	55.00
CC03	Campbell Medical Supplies	Unit 2, Vistoria Estate, Violet Street, Paisley, PA1 1PA	1,629.08
CC04	Campbell Publications	14 Knights Crescent, Clyst Heath, Exeter, EX2 7TG	79.90
CC05	Canterbury Europe Limited	First Floor, Houldsworth Mill, Houldsworth Street, Reddish, Stockport SK5 6DS	800.88
CC06	Cardsafe Limited	1a Causewayside, High Street, Hazlemere, Surrey, GU27 2JZ	108.57
CC07	CB Richard Ellis	St Martins Court, 10 Patemoster Row, London, EC4M 7HP	4,228.88
CC08	Capital Bank Vehicle Management Limited	Motvity Customer Care, 3rd Floor, Premier House, Charterhall Drive, Chester CH88 3AN	23.50
CC09	Chubb Electronic Security Limited	No One @ The Beehive, Lions Drive, Shadsworth Business Park, Blackburn, BB1 2QS	286.80
CC0B	Clear Pest	Unit 2A, Trevol Business Centre, Trevol Business Park, Torpoint, Cornwall PL11 2TB	780.30
CC0C	Clear Water Corporation Limited	14 Courtyard Mews, The Dell, Chapmore End, Herts, SG12 0PW	24,813.95
CC0D	Coffee Buyer.co.uk	Refreshment Systems Limited, 31 Bolling Road, Bradford, BD4 7HN	61.25
CC0E	Compass Group plc	Royal Berkshire Conference Centre, Madejski Stadium, Reading, Berkshire, RG2 0FL	2,216.00
CC0F	Cornish Farm Produce	72 Fore Street, Saltash, Cornwall, PL12 6JW	4,328.34
CC0G	Countrywide Farmers plc	Defford, Earls Croome, Worcester, WR8 9DF	1,352.71
CC0H	College of St. Mark & St. John	Accounts Office, Derriford Road, Plymouth, Devon, PL6 8BH	4,000.00
CC0I	Mr Tony Campbell	14 Lord Louis Crescent , Mountbatten, Plymouth	0.00
CC0K	City Scape Digital Limited	69-85 Tabernacle Street, Shoreditch, London, EC2A 4BD	7,250.00
CD00	Dagenham & Redbridge FC Limited	The LB Barking & Dagenham Stadium, Victoria Road, Dagenham, Essex, RM10 7XL	16.30
CD01	DanZo Limited	c/o Lloyds TSB Commercial Finance Limited, PO Box 100, Banbury, Oxfordshire, OX16 1SG	2,289.38
CD02	D & C Police Authority	Force HQ, Middlemoor, Exeter, EX2 7HQ	36,478.11
CD03	Devonport Carpets	22 Marlborough Street, Devonport, Plymouth, Devon, PL1 4AH	2,331.00
CD04	Devonshire Health & Racquet Club	Plymbridge Lane, Derriford, Plymouth, Devon, PL6 8BB	755.09
CD05	Diamond Disposables	Unit B1, Breakwater Works, Breakwater Road, Plymouth, Devon PL6 7HJ	908.33
CD06	DTZ DTL Limited	1 Colmore Square, Birmingham, B4 6AJ	38,287.38
CE00	Elfordleigh Hotel Golf & Country Club	Colebrook, Plympton, Plymouth, Devon, PL7 5EB	584.55
CE01	Elite Consulting ApS	Erik Eriksens Gade 6, Copenhagen, 2. tv. DK-2300	7,000.00
CE02	Exeter City FC	St James' Park, Exeter, EX4 6PX	2,761.25
CE03	EDF Energy	334 Outland Road, Plymouth, Devon, PL3 5TU	432.11
CF00	Famgu Properties Limited	Unit 7, Eastwood Park Estate, Penryn, TR10 8LA	352.50

Signature _____

The P&A Partnership
Plymouth Argyle Football Company Limited (The)
B - Company Creditors

Key	Name	Address	£
CF01	Field Fisher Waterhouse	35 Vine Street, London, EC3N 2AA	355,602.62
CF02	Football League Limited	Edward VII Quay, Navigation Way, Preston, Lancashire, PR2 2YF	36,618.51
CF03	Flomatic Limited	143-149 Bath Road, Kettering, Northants, NN16 8NE	549.54
CF04	Formation Sports Management	*****GONE AWAY*****, 9-13 Manchester Road, Wilmslow, Cheshire, SK9 1BQ	86.25
CF05	Friary Mill Bakery	8 Oakfield Place, Cattledown, Plymouth, Devon, PL4 0QA	2,316.20
CF06	Football League Pension & Life Assurance Sche	c/o The Football League Limited, Edward VII Quay, Navigation Way, Preston, PR2 2YF	0.00
CF07	Field Fisher Waterhouse	35 Vine Street, London, EC3N 2AA	23,826.61
CG00	GE Capital Equip Fin Ltd t/a Canon	2630 The Quadrant, Aztec West, Almondsbury, Bristol, BS32 4GQ	0.00
CG01	G4S Cash Solutions Limited	Sutton Park House, 15 Carlshatton Road, Sutton, Surrey, SM1 4LD	6,074.75
CG02	Dr P Giles	The Shippens, 3 Hardwick Farm, Plympton, Devon, PL7 1UG	1,000.00
CG03	Ginsters	Tavistock Road, Callington, Cornwall, PL17 7XG	217.96
CG04	Global Koffi	Tregallas House, Piper Close, Pennygillam Industrial Estate, Launceston, Cornwall PL15 7PJ	627.50
CG05	Global Soccer Enterprises	11 Chipcase Court, Cambridge, Ontario, CANADA, N1T 1V9	5,000.00
CG06	Dr Tony Golding-Cook	51 Upland Drive, Derriford, Plymouth, Devon, PL6 6BE	400.00
CG08	Glanville Cleansing Limited	Five Oaks, Crapstone, Yelverton, Devon, PL20 7PW	2,495.00
CH00	Haines Wallace - Norwich Union	Reservoir Court, 47a North Road East, Plymouth, Devon, PL4 6AY	28,704.47
CH01	Hampshire Flag Company	Unit 11, Pipers Wood Industrial Park, Waterberry Drive, Waterlooville, Hampshire PO7 7XU	726.14
CH02	Harsco Infrastructure Services Limited	133 Copland Road, Ibrox, Glasgow, G51 2SJ	6,097.77
CH03	Health Partners Europe Limited	Bridge House, 273 Brighton Road, Belmont, Surrey, SM2 5SU	4,406.28
CH04	Heritage Leisure Designs Limited	517 Etruria Road, Basford, Stoke-on-Trent, ST4 6YT	12,500.01
CH05	Dr Ian Higginson	Maunganui, 4 Leather Tor Close, Yelverton, Devon, PL20 6EQ	200.00
CH06	The Holiday Inn	QMH Limited, Armada Way, Plymouth, Devon, PL1 2HJ	2,521.90
CH07	Julian Holland	5 Arcana Triq il-Prof's A J Arberry, Naxxar, MALTA	2,500.00
CH08	H M Revenue & Customs-VAT	Informal Insolvency Liverpool, 1st Floor, Queens Dock, Liverpool, L74 4AG	0.00
CH09	H M Revue & Customs-Tax	Debt Management Enf & Insolvency, Durrington Bridge, Barrington Road, Worthing, BN12 4SE	0.00
CI00	Interlink Express Parcels Limited	Litigation Dept, Trelawny House, Surrey Street, Bristol, BS2 8PS	0.00
CI01	Inscapes	Wyndham Close, Brockla Industrial Estate, Bridgend, CF31 2AN	352,372.02

Signature _____

The P&A Partnership
Plymouth Argyle Football Company Limited (The)
B - Company Creditors

Key	Name	Address	£
CI02	Impact Sports Management Limited	One The Stablings, Barnet Lane, Elstree, Hertfordshire, WD6 3HJ	12,337.50
CI03	ING Lease (UK) Limited	60 High Street, Redhill, Surrey, RH1 1NY	3.53
CI04	Interlink Express Parcels Limited	Trelawny House, Surrey Street, Bristol, BS2 8AP	1,599.94
CI05	International Sports Agency	10 rue du Val d'Osne, 94410, Saint-Maurice, FRANCE	3,300.00
CI06	Invincibles Pavillion	South Executive Entrance, Lowthorpe Road, Preston, Lancashire, PR1 6SA	198.00
CJ00	Jelf Group plc	Reservoir Court, 47a North Road East, Plymouth, Devon, PL4 6AY	1,797.26
CJ01	Jurys Inn Plymouth	50 Exeter Street, Plymouth, Devon, PL4 0AZ	4,263.71
CJ02	James Mason Limited	Kings, Exebridge Industrial Estate, Exebridge, Somerset, TA22 9BL	300.45
CJ03	J. Redpath Buchanan & Co Limited	Unit 2, Jenkins Dale, Chatham, Kent, ME4 5RD	399.50
CK00	K.F. Bartlett Limited	14-16 Victoria Road, St Budeaux, Plymouth, Devon, PL5 1RG	26.53
CK01	K&K Shonan Management Co. Limited	Toranomon, Minato-ku, TOKYO	13,333.00
CK02	Kcom Group plc	37 Carr Lane, PO Box 195, Hull, HU1 3RE	1,583.42
CK03	Kenroy Thompson Limited	25 Cobourg Street, Plymouth, Devon, PL1 1SR	402.49
CK04	Kinesio UK	Quorum 16, Quorum Business Park, Newcastle Upon Tyne, NE12 8BX	118.08
CK05	P J Kingwell	The Barn, Choakford Farm, Plympton, Plymouth, PL7 5BB	0.33
CK06	Konica Minolta Business Solutions Limited	Mile Gray Road, Basildon, Essex, SS14 3AR	2,204.91
CK08	Kelly Taylor & Associates	c/o Rose Project Services, The Courtyard, Tewkesbury Business Park, Gloucestershire, PL20 8GD	47,000.00
CL00	Leicester City Football Club	Walkers Stadium, Filbert Way, Leicester, LE2 7FL	1,082.25
CL01	Llawnroc Supplies	Unit 4, Bojea Industrial Estate, Trethowel, St Austell, Cornwall PL25 5RJ	86.93
CL02	Lloyds TSB	PO Box 100, Banbury, Oxfordshire, OX16 1SG	9,326.68
CL03	Lyreco UK Limited	Deer Park Court, Donnington Wood, Telford, Shropshire, TF2 7NB	2,356.08
CL04	Loki Leisurewear Ltd	Crompton House, Elsworth Drive, Bolton, BL1 8TE	0.00
CM00	Martin Luck Group Limited	Row Down House, Langage Park, Plymouth, Devon, PL7 5EY	2,552.51
CM01	Mann Brothers Limited	142 High Street, West Bromwich, B70 6JJ	9,537.26
CM02	Marketing Solutions SW Limited	16 Devon Square, Newton Abbot, Devon, TQ12 2HR	75.00
CM03	The Mead Dental Practice	61 Mannamead Road, Plymouth, Devon, PL3 4SS	198.00
CM04	Miko Coffee South West Limited	6 Orchard Court, Heron Road, Sowton Industrial Estate, Exeter, Devon EX2 7LL	347.00
CM05	Moby Nicks	Unit 11, Fish Quay, Sutton Harbour, Plymouth, Devon PL4 0LH	412.05
CM06	Michael Moody	Chichesters, Riddlecombe, Chumleigh, Devon, EX18 7NY	150.00

Signature _____

The P&A Partnership
Plymouth Argyle Football Company Limited (The)
B - Company Creditors

Key	Name	Address	£
CM07	Mr D Morgan - Morgan Catering Services	Huccaby House, 290 Tavistock Road, Derriford, Plymouth, Devon PL6 8AN	6,890.95
CM08	Morplan Limited	PO Box 54, Harlow, Essex, CM20 2TS	111.31
CM09	MW Sentrum Fur Orthopadie & Sportmedizin	Diener Str.12, Alter Hof, D-80331, Munchen	1,670.32
CM0A	Mark Perrow	Capriccia, Wood Park, Ivybridge, Devon, PL21 0PP	200.00
CM0B	Magic Lantern Productions Limited	90 Lond Acre, London, WC2E 9RZ	2,016.82
CM0C	Monaghans Limited	c/o Rose Consulting Limited, The Granary, The Courtyard, Tewkesbury Business Park, Tewkesbury, GL20 8GD	35,250.00
CM0D	Montagu Evans LLP	Clarges House, 6-12 Clarges Street, London, W1J 8HB	72,910.64
CN00	N&C Nicobond Plymouth	Plympton, Plymouth, Devon, PL7 3SR	193.57
CN01	Nagels Multi Graphic	Unit 8, Fyfield Business & Research Park, Fyfield Road, Ongar, Essex CM5 0GM	240.88
CN02	Northcliffe Media Limited	A&N Media Finance Services, PO Box 8667, Leicester, LE1 8BE	4,112.50
CN03	Notts County FC		80.00
CN04	NPower	PO Box 583, Hull, HU5 1YU	13,725.60
CO00	Ocean BMW	St Modwen House, Longbridge Road, Marsh Mills, Plymouth, Devon PL6 8LD	4,216.40
CO01	Oldham Athletic	Boundary Park, Oldham, OL1 2PA	128.00
CO02	Opal - Talk Talk Business	PO Box 136, Birchwood, Warrington, WA3 7WU	62.57
CO03	O Publishing Limited	Floor 2, Branwell's Mill, 68 market Jew Street, Penzance, Cornwall TR18 2LQ	45.00
CP00	Populous Ltd	14 Blades Court, Deodar Road, London, SW15 2NU	0.00
CP01	Paul Gilder Stocktaking	13 Higher Lavourrick, Mevagissey, Cornwall, PL26 6TB	246.75
CP02	Palladium Limited	13/15 Burrington Way, Burrington Way Industrial Estate, Plymouth, Devon, PL5 3LR	775.76
CP03	Pannier Promotions	Grosvenor House, Belgrave Lane, Mutley, Plymouth, Devon PL4 7DS	200.00
CP04	Paperworks	228 Outland Road, Peveril, Plymouth, Devon, PL2 3PE	1,698.00
CP05	Parkhurst Hill	Torrington Chambers, 58 North Road East, Plymouth, Devon, PL4 6AJ	65,725.60
CP06	Plymouth City Council (Rates)	Civic Centre, Plymouth, Devon, PL1 2AA	31,404.89
CP07	PC World Business	Waterfold Park, Rochdale Road, Bury, BL9 7BJ	108.07
CP08	Peake (GB) Limited	Stoneybridge Park, Liskeard, Cornwall, PL14 3NQ	493.50
CP09	Peplows Chartered Accountants	Moorgate House, King Street, Newton Abbot, TQ12 2LG	12,953.25
CP0A	Perform Better	27 Merestone Close, Southam, Warwickshire, CV47 1GU	188.00
CP0B	PHS Group plc	Western Industrial Estate, Caerphilly, CF83 1XH	64.63
CP0C	Planet Soccer International Limited	34 Mayfield Gardens, Edinburgh, EH9 2BY	52,312.50

Signature _____

The P&A Partnership
Plymouth Argyle Football Company Limited (The)
B - Company Creditors

Key	Name	Address	£
CP0D	Platinum One Ltd	244 Robin Hood Lane, Blue Bell Hill, Chatham, Kent, ME5 9JY	3,412.50
CP0E	Plymouth City Council (Rents/Refuge)	Finance Department, Civic Centre, Plymouth, Devon, PL1 2AA	295,280.69
CP0F	Plymouth City Coach Limited	Milehouse, Plymouth, Devon, PL3 4AA	7,020.00
CP0G	Plymouth Chamber of Commerce	22 Lockyer Street, Plymouth, Devon, PL1 2QW	8,252.00
CP0H	Plymouth Argyle Supporters Club		2,796.14
CP0I	Plymouth Packaging Services	Baird House, Darklake Close, Estover Industrial Estate, Plymouth, Devon PL6 7TJ	1,123.05
CP0J	Plymouth Securities Limited	25 Cambridge Road, Ford, Plymouth, Devon, PL2 1PU	4,694.26
CP0K	PMP Consultancy Limited	First Floor, 66068 Margaret Street, London, W1W 8SR	5,896.20
CP0L	PPG Architectural Coatings UK Limited	Huddersfield Road, Birstall, Batley, West Yorkshire, WF17 9XA	20.96
CP0M	Premier Management Holdings plc	11 Central House, High Street, Ongar, London, CM5 9AA	36,957.00
CP0N	Prime Properties - A. Tucker	215 Dunraven Drive, Derriford, Plymouth, Devon, PL6 6BA	13,226.94
CP0O	Printstar Limited	Enterprise House, 6 Avondale Road, Gillingham, Kent, ME7 4QP	575.76
CP0P	ProZone Sports Limited	3 Craven Court, Millshaw, Leeds, West Yorkshire, LS11 8BN	21,189.79
CP0Q	The Performing Right Society	PO Box 4575, Worthing, West Sussex, BN11 9AR	3,992.00
CP0R	Pyramid Prod. Services Limited	c/o HSBC Invoice Finance (UK) Limited, 21 Farncombe Road, Worthing, West Sussex, BN11 2BW	275.42
CP0S	Populous	14 Blades Court, Deodar Road, London, SW15 2NU	399,500.00
CR01	D. Rowntree	26 Fredington Grove, Milehouse, Plymouth, Devon, PL2 3EA	4,385.00
CR02	Mr Oliver Rayner		2,141.00
CR03	Redrok UK Limited	Unit 33, Scott Business Park, Plymouth, Devon, PL2 2PQ	230.19
CR04	Steve Rhodes	62 Peters Park Close, St Budeaux, Plymouth, Devon, PL5 1PP	630.38
CR05	The Ridgeway Practice	Plympton Health Centre, Mudge Way, Plympton, Plymouth, Devon PL7 1AD	3,000.00
CR06	Ripplefleet Studio Limited	5th Floor, The Podium, Old Hall Street, Liverpool, L3 9PP	569.88
CR07	Rosaland Hotel	32 Houndiscombe Road, Mutley, Plymouth, Devon, PL4 6HQ	800.00
CR08	Royal Mail	Revenue Management Centre, Stone Hill Road, Farnworth, Bolton, BL4 9XX	500.00
CR09	Ramboll	60 Newman Street, London, W1T 3D	128,029.60
CR0A	Rose Project Services	The Courtyard, Tewkesbury Business Park, Tewkesbury, Gloucestershire, GL20 8GD	117,502.78
CS02	S & O Machine Services	70 Embankment Road, Plymouth, Devon, PL4 9HY	300.80
CS03	S.A.S. & Trewartha's Plumbing & Heating Limite	1 Miller Court, Miller Business Park, Station Road, Liskeard, Cornwall PL14 4DA	173.96
CS04	Sage (UK) Limited	North Park, Newcastle Upon Tyne, NE13 9AA	205.63

Signature _____

The P&A Partnership
Plymouth Argyle Football Company Limited (The)
B - Company Creditors

Key	Name	Address	£
CS05	Savex Services	16 Acland Way, Tiverton, Devon, EX16 5QA	428.88
CS06	Scottish Power		695.11
CS07	Steve Scott Sport	Parkview Farm, 12 Comber Road, Hillsborough, Northern Ireland	3,384.00
CS08	Scout 7 Limited	Aston Science Park, IBIC Centre, Holt Court South, Birmingham, B7 4EJ	720.00
CS09	Securi-Guard South West Limited	Dark Lake View, Estover, Plymouth, Devon, PL6 7TL	326.64
CS0A	Securit World Limited	Spectrum House, Hillview Gardens, London, NW4 2JQ	64.04
CS0B	Signs Express (Plymouth)	Unit 14, Wolseley Business Park, Wolseley Close, Plymouth, Devon PL2 3BY	2,930.48
CS0C	Southport FC	Haig Avenue, Southport, PR8 6JZ	51,580.00
CS0D	SP Management Limited	29 Howberry Road, Edgware, Middlesex, HA8 6SS	17,625.00
CS0E	Sporter International Limited	The Studios, GD International, Draycott Business Village, Draycott, Moreton in Marsh, Gloucestershire GL56 9JY	1,115.62
CS0F	Sporting iD	Unit 17, Airport Industrial Estate, Kingston Park, Newcastle Upon Tyne, NE3 2EF	64.45
CS0G	Stage Electrics	Accounts Dept., Third Way, Avonmouth, Bristol, BS11 9YL	2,226.00
CS0H	Star Management Signings	The Arc, 14 St Pauls Road, Withington, Manchester, M20 4PG	16,568.62
CS0I	St. Austell Brewery Co. Limited	63 Trevarthian Road, St Austell, Cornwall, PL25 4BY	1,731.66
CS0J	Stem Networks Limited	10 Thornbury Road, Estover, Plymouth, Devon, PL6 7PP	12,787.98
CS0K	St. John Ambulance	County HQ & Training Centre, Par Moor Road, Par, PL24 2SQ	8,192.35
CS0L	St. Mellion Golf & Country Club	St Mellion, Saltash, Cornwall, PL12 6SD	323.13
CS0M	Stonehouse Podiatry	33 Mary Seacole Road, The Millfields, Plymouth, Devon, PL1 3JY	357.68
CS0N	Stonehouse Glass Supply	2 Market Close, Stonehouse, Plymouth, Devon, PL1 3SY	117.27
CS0O	Sunburn Styles Limited	142 High Street, West Bromwich, West Midlands, B70 6JJ	9,872.66
CS0P	Sunday Independent Limited	The Tindle Suite, Webb's House, Liskeard, Cornwall, PL14 6AH	343.75
CS0Q	South Western Ambulance Service	RYF Receivables 6559, Shared Business Services, Phoenix House, Topcliffe Lane, Wakefield WF3 1WE	3.00
CS0R	Swindon Town FC	The County Ground, Swindon, SN1 2ED	0.04
CS0S	South West Water	PO Box 4, Exeter, Devon, EX2 7HS	23,425.29
CS0T	Scot Group Limited t/a Thrifty Car Rental	12 Marsh Barton Road, Marsh Barton, Exeter, Devon, EX2 8LW	1,488.70
CS0V	Steer Davies Gleave	28-32 Upper Ground, London, SE1 9PD	101,490.00
CS0W	STR1 Limited	St Ives Estate, Bingly, West Yorkshire, BD16 1AU	27,256.25
CT01	Thirsty Work Watercoolers	PO Box 240, Exeter, EX4 3YH	78.47

Signature _____

The P&A Partnership
Plymouth Argyle Football Company Limited (The)
B - Company Creditors

Key	Name	Address	£
CT02	Tamar Industrial Services	Unit A, Long Acre, Saltash Parkway Industrial Estate, Saltash, Cornwall PL12 6LX	765.13
CT03	Tamar Labels Limited	Woodlands, Gulworthy, Tavistock, Devon, PL19 8JE	379.29
CT04	Tamar Laundry & Cleaning	Trevol Business Park, Torpoint, Cornwall, PL11 2TB	6,156.89
CT05	Target Travel	Eagle Road, Langage Business Park, Plymouth, Devon, PL7 5JY	11,462.50
CT06	Tarka	c/o Lloyds TSB Commercial Finance Limited, PO Box 10484, Harlow, Essex, CM20 9GY	1,835.40
CT07	Taxibank Limited	c/o Lloyds TSB Commercial Finance Limited, PO Box 10484, Harlow, Essex, CM20 9GY	92.12
CT08	Ticketmaster Systems Limited	International House, Stubbs Gate, Newcastle Under Lyme, Staffordshire, ST5 1LU	23,219.18
CT09	Ticketus Services 34 Limited	8 Angel Court, London, EC2R 7HP	151,676.81
CT0A	Keith Todd		4,111.89
CT0B	Leo Bruno Todd	24 Stevens Avenue, Hackney, London, E9 6RX	150.00
CT0C	Total Employment UK Limited	364 Faraday Mill Trade Park, Cattewater Road, Plymouth, Devon, PL4 0SF	66.96
CT0D	Tottenham Hotspur FC	Bill Nicholson Way, 748 High Street, Tottenham, London, N17 0AP	21,174.17
CT0E	Tower Cabs Limited	138 North Road East, Plymouth, Devon, PL4 6AQ	5.40
CT0F	Tranmere Rovers FC	Ticket Office Manager, Prenton Park, Prenton Road West, Birkenhead, CH42 9PY	3,342.58
CT0G	TSV Munchen Von 1860 GmbH & Co MGaA	Grunwalder Str114, 81547, Munchen	33,123.52
CU00	Updatum Limited	Mansfield Park, Crown Farm Way, Forest Town, Mansfield, Nottinghamshire NG19 0FT	587.50
CV00	Verifone Limited	Symphony House, 7 Cowley Business Park, High Street, Cowley, Uxbridge UB8 2AD	102.82
CV01	Village Hotel & Leisure Club		1,850.00
CV02	VIP Marquees	30 Sercombes Gardens, Starcross, Devon, EX6 8SB	417.72
CV03	Vodafone Retail Limited	Pembroke House, Banbury Business Park, Aynho Road, Adderbury, Oxon OX17 3NS	3,888.70
CV04	Vospers Motor House (Plymouth) Limited	Marsh Mills Retail Park, Marsh Mills, Plymouth, Devon, PL6 8AY	604.29
CW00	Walkers Snack Services Limited	Arlington Business Park, Theale, Reading, Berkshire, RG7 4SA	316.81
CW01	Wasserman Media Group	33 Soho Square, 5th Floor, London, W1D 3QU	4,112.50
CW02	Wernick Hire Limited	Molineux House, Russell Gardens, Wickford, Essex, SS11 8BL	4,289.83
CW03	Western Pwr.Distribution	PO Box 231, Plymouth, Devon, PL4 0YU	432.00
CW04	Western Electrical	Macadam Road, Cattedown, Plymouth, Devon, PL4 0RW	314.38
CW05	WiFi Spark Limited	Unit 9, Teignbridge Business Centre, Newton Abbot, Devon, TQ12 6TZ	204.11
CW06	Wolferstans Solicitors	Deptford Chambers, 60/64 North Hill, Plymouth, Devon, PL4 8EP	297.86
CW07	Wolters Kluwer UK Limited	Croner House, Wheatfield Way, Hinckley, Leicestershire, LE10 1YG	428.75
CW08	World Football	1 Avenue Henri Dunant, Palais de la Scala, 98000, MONACO	5,000.00

Signature _____

The P&A Partnership
Plymouth Argyle Football Company Limited (The)
B - Company Creditors

Key	Name	Address	£
CW09	World in Motion	Chancery House, 1 Lochaline Street, London, W6 9SJ	8,892.62
CW0A	Wright & Owen E.C. Limited	16 Watsons Place, St. Judes, Plymouth, Devon, PL4 9QN	1,850.63
CW0D	Whitelaw Turkington	Grove House, Mansion Gate Drive, Leeds, LS7 4DN	27,612.50
CY00	Yeovil Town FC	Huish Park, Lufton Way, Yeovil, BA22 8YF	14,096.00
233 Entries Totalling			3,382,197.33

Signature _____

PLYMOUTH ARGYLE FOOTBALL COMPANY LIMITED – IN ADMINISTRATION

APPENDIX 7

ESTIMATED OUTCOME STATEMENT AS AT 21 APRIL 2011

Plymouth Argyle Football Company Limited - In Administration

Estimated Outcome Statement as at 21 April 2011

	E to R CVA £	E to R Liquidation £
Assets		
Surplus from administration	100,000	-
	<u>100,000</u>	<u>-</u>
Preferential Creditors		
National Insurance Fund & Employees	(24,000)	(212,800)
	<u>76,000</u>	<u>(212,800)</u>
Unsecured Creditors		
Shortfall to secured creditors	2,521,891	5,031,891
Trade & expense creditors	3,382,197	3,382,197
H M Revenue & Customs	293,000	293,000
Barclays Bank Plc	247,440	247,440
Ticketus Services 34 Limited	-	1,261,743
Mastpoint Limited	1,328,845	1,328,845
Mastpoint Finance Limited	437,000	437,000
Football League Loan	-	281,380
Sir Roy A Gardner	25,438	25,438
FL Pension Deficit	-	50,909
Tony Campbell	55,084	55,084
PAFCH Loans	1,511,549	1,511,549
Estimated liability arising on early termination of players' contracts	-	2,874,151
Football creditors (other clubs)	-	56,000
National Insurance Fund & Employees (non playing staff)	40,000	763,504
Prepayments - hospitality, sponsorship & season tickets	-	177,794
	<u>9,842,444</u>	<u>12,746,034</u>
Deficiency as regards Unsecured Creditors	(9,766,444)	(12,958,834)
p in £ dividend	0.77	0.00

INVITATION TO LODGE A CLAIM, TIME LIMITS TO BE OBSERVED

Plymouth Argyle Football Company Limited (The) – In Administration (“the Company”)

Convocatoria para la presentación de créditos. Plazos aplicables.
Opfordring til anmeldelse af fordringer. Vær opmærksom på fristerne
Aufforderung zur Anmeldung einer Forderung. Etwaige Fristen beachten!
Προ σκληση για αναγγελι α απαιτη σεως. Προσοχη στις προθεσμι ες
Invitation to lodge a claim. Time limits to be observed.
Invitation à produire une créance. Délais à respecter
Invito all' insinuazione di un credito. Termine da osservare
Oproep tot indiening van schuldvorderingen. In acht te nemen termijnen
Aviso de reclamação de créditos. Prazos legais a observar
Kehtus saatavan ilmoittamiseen. Noudatettavat määräajat
Anmodan att anmäla fordran. Tidfrister att iaktta

I was appointed joint administrator of the above Company on 4 March 2011, together with my colleagues, Christopher Michael White and John Russell.

This notice is given pursuant to Article 40 of Council Regulation (EC) (No 1346/2000) (the Regulation) and contains information that I am required by that Regulation to give to you. It should be read together with the documents enclosed with this notice, which are also required by Rule 2.35 of the Insolvency (Amendment) Rules 2003.

If you intend to vote at the creditors' meeting to be held at Home Park Stadium, Plymouth PL2 3DQ at 2.00 pm on 6 May 2011 you must submit a completed proof of debt form or other written details of your claim no later than 12 noon on 5 May 2011. Otherwise, you will not be entitled to vote at the meeting. If you intend to vote by proxy, the form of proxy should be completed and returned no later than 12 noon on 5 May 2011 although the Chairman has the discretion to accept proxies lodged after this time and date.

If you consider your claim is preferential, or secured, you should still lodge your claim on the attached form. If you are a secured creditor you may only vote in respect of the balance of the claim after deducting the value of the security as estimated by you. A secured creditor may voluntarily surrender his security for the general benefit of creditors and then prove for his whole debt as if it were unsecured.

Yours faithfully

For and on behalf of Plymouth Argyle Football Company Limited (The) – In Administration



 **B A GUILFOYLE**
JOINT ADMINISTRATOR
Acting as Agent of the Company
without Personal Liability

Creditor's statement of claim

Plymouth Argyle Football Company Limited (The) – In Administration

Date of Administration – 4 March 2011

Creditor's name and address

Telephone number

Gross amount due to creditor (inclusive of VAT): £

Deduct:

(a) any subsequent payment on account: £()

(b) any subsequent credit notes: £()

(c) the estimated value of any security held: £()

(d) the estimated value of any retention of title rights: £()

Amount of claim for voting purposes: £

Signature

Position in company

Date

Notes:

- 1. the administrators are not in a position to agree creditors' claims:*
- 2. supporting documents must be attached unless copies have previously been forwarded to the administrators.*

For use by the administrators only

Claim admitted for voting purposes [Initials] [Amount] £

Rule 2.35

Notice of a meeting of Creditors

Name of Company

Plymouth Argyle Football
Company
Limited (The)

Company number

00110819

In the
High Court, Leeds District
Registry

(full name of court)

Court case number

270 of 2011

(a) Insert full name(s)
and address(es) of
administrator(s)Notice is hereby given by (a)
Brendan Ambrose Guilfoyle
The P&A Partnership
93 Queen Street
Sheffield
S1 1WF
DX 10616 SheffieldJohn Russell
The P&A Partnership
93 Queen Street
Sheffield
S1 1WF
DX 10616 SheffieldChristopher Michael White
The P&A Partnership
93 Queen Street
Sheffield
S1 1WF
DX 10616 Sheffield(b) Insert full name and
address of registered
office of the companythat a meeting of creditors of (b)

Plymouth Argyle Football Company Limited (The)
93 Queen Street
Sheffield
S1 1WF(c) Insert details of place
of meeting

is to be held at (c) Home Park Stadium, Plymouth PL2 3DQ

(d) Insert date and time
of meeting

on (d) 6 May 2011 at 2.00 pm

The meeting is:

*Delete as applicable

*(1) an initial creditors' meeting under paragraph 51 of Schedule B1 to the Insolvency Act 1986 ('the schedule')

~~*(2) an initial creditors' meeting requested under paragraph 52(2) of the Schedule~~

~~*(3) to consider revisions to my proposals under paragraph 54(2) of the Schedule~~

~~*(4) a further creditors' meeting under paragraph 56 of the Schedule~~

~~*(5) a creditors' meeting under paragraph 62 of the Schedule.~~

I invite you to attend the above meeting.

A proxy form is enclosed which should be completed and returned to me by the date of the meeting if you cannot attend and wish to be represented.

In order to be entitled to vote under Rule 2.38 at the meeting you must give to me, not later than 12.00 hours on the business day before the day fixed for the meeting, details in writing of your claim.

Signed



Joint / Administrator(s)

Dated

21/4/11

*Delete as applicable

A copy of the *proposals/ revised proposals is attached

In the High Court of Justice

In the matter of The Insolvency Act 1986

and

in the matter of Plymouth Argyle Football Company Limited (The)

NOTICE is hereby given pursuant to Section 3 of the Insolvency Act 1986 that a meeting of creditors has been summoned by the Joint Nominees in the above matter for the purposes mentioned in Section 3 and 4 of the said Act. The meeting will be held at Home park Stadium, Plymouth PL2 3DW at 2.30 pm on 6 May 2011.

A copy of the Joint Administrators' Proposals for a Company Voluntary Arrangement are enclosed.

A form of proxy is also enclosed which should be completed and returned to us by the date of the meeting if you cannot attend the meeting and wish to be represented. It is requested that this is lodged at The P&A Partnership, 93 Queen Street, Sheffield, S1 1WF not later than 12.00 noon on 5 May 2011. In order to be entitled to vote at the meeting you must have given to us, either before or at the meeting, details in writing of your claim.

Dated:



B A Guilfoyle
Joint Nominee and Joint Administrator

NOTES

1. The approval of the proposal, or any modification to it, requires a majority in excess of three-quarters in value of creditors present in person or by proxy and voting on the resolution (Rule 1.19(1)).
2. A creditor may not vote in the following circumstances:-
 - (i) Where written notice of the claim is not given at or before the meeting;
 - (ii) Where the claim, or part of it, is secured;
 - (iii) Where the claim, or part of it, is on or secured by a bill of exchange or promissory note, unless all antecedent debtors are treated as security and the value of such security is deducted from the claim for voting purposes (Rule 1.19(3))
3. A resolution is invalid if those voting against it include more than half in value of the creditors, counting in the latter only those:
 - (i) To whom notice of the meeting was sent;
 - (ii) Who are not left out of account under note (2) above;
 - (iii) Who are not, to the best of the chairman's belief, associates of the company (Rule 1.19(4))

Proxy (Administration)

Case: Plymouth Argyle Football Company Limited
(The)

Name of Creditor _____

Address _____

Name of Proxy Holder

Please insert name of person
(who must be 18 or over) or
the Chairman of the Meeting.
If you wish to provide for
alternative proxy holders in
the circumstances that your
first choice is unable to attend
please state the name(s) of the
alternatives as well

1 _____

2 _____

3 _____

Please delete words in
brackets if the proxy holder is
only to vote as directed i.e. he
has no discretion

I appoint the above person to be my/the creditor's proxy holder at the meeting of creditors to be held at 2.00 pm on 6 May 2011, or at any adjournment of that meeting. The proxy holder is to propose or vote as instructed below (and in respect of any resolution for which no specific instruction is given, may vote or abstain at his/her discretion).

Voting Instructions for resolutions

*Please delete as appropriate

1. For the acceptance/rejection* of the administrator's proposals/revised proposals* as circulated

2. For the appointment of

of

representing _____

as a member of the creditors' committee

This form must be signed

Signature _____ Date _____

Name in CAPITAL LETTERS _____

Only to be completed if the
creditor has not signed in
person

Position with creditor or relationship to creditor or other authority for signature

Remember: there may be resolutions on the other side of this form

Proxy (Company or Individual Voluntary Arrangements)

Plymouth Argyle Football Company Limited (The)

Name of Creditor/Member _____

Address _____

Name of Proxy Holder

Please insert name of person (who must be 18 or over) or the Chairman of the Meeting. If you wish to provide for alternative proxy holders in the circumstances that your first choice is unable to attend please state the name(s) of the alternatives as well

1 _____

2 _____

3 _____

Please delete words in brackets if the proxy holder is only to vote as directed i.e. he has no discretion

I appoint the above person to be my/the creditor's/member's proxy holder at the meeting of creditors/members to be held at 2.30 pm on 6 May 2011, or at any adjournment of that meeting. The proxy holder is to propose or vote as instructed below (and in respect of any resolution for which no specific instruction is given, may vote or abstain at his/her discretion).

Voting Instructions for resolutions

*Please delete as appropriate

1. For the acceptance/rejection* of the proposed voluntary arrangement (with the following modifications)

Any other resolutions which the proxy-holder is to propose or vote in favour of or against should be set out in numbered paragraphs in the space provided below Paragraph 1. If more room is required please use the other side of this form

This form must be signed

Signature _____ Date _____

Name in CAPITAL LETTERS _____

Only to be completed if the creditor/member has not signed in person

Position with creditor/member or relationship to creditor/member or other authority for signature

Remember: there may be resolutions on the other side of this form

ENTITLEMENT TO VOTE

RULE 2.38 (RELEVANT PARAGRAPHS)

2.38 - (1) Subject as follows, at a meeting of creditors in administration proceedings a person is entitled to vote only if:

- (a) he has given to the administrator, not later than 12.00 hours on the business day before the day fixed for the meeting, details in writing of the debt which:
 - (i) he claims to be due to him from the company; or
 - (ii) in relation to a member State liquidator, is claimed to be due to creditors in proceedings in relation to which he holds office;
- (b) the claim has been duly admitted under Rule 2.39 or this Rule; and
- (c) there has been lodged with the administrator any proxy which he intends to be used on his behalf;

and details of the debt must include any calculation for the purposes of Rules 2.40 to 2.42.

- (2) The chairman of the meeting may allow a creditor to vote, notwithstanding that he has failed to comply with paragraph (1)(a), if satisfied that the failure was due to circumstances beyond the creditor's control.
- (3) The chairman of the meeting may call for any document or other evidence to be produced to him, where he thinks it necessary for the purpose of substantiating the whole or any part of the claim.
- (4) Votes are calculated according to the amount of a creditor's claim as at the date on which the company entered administration, less any payments that have been made to him after that date in respect of his claim and any adjustment by way of set-off in accordance with Rule 2.85 as if that Rule were applied on the date that the votes are counted.
- (5) A creditor shall not vote in respect of a debt for an unliquidated amount, or any debt whose value is not ascertained, except where the chairman agrees to put upon the debt an estimated minimum value for the purpose of entitlement to vote and admits the claim for that purpose.
- (6) No vote shall be cast by virtue of a claim more than once on any resolution put to the meeting.

(7) Where:

- (a) a creditor is entitled to vote under this Rule and Rule 2.39;
- (b) has lodged his claim in one or more sets of other proceedings;
and
- (c) votes (either in person or by proxy) on a resolution put to the meeting; and
- (d) the member State liquidator casts a vote in respect of the same claim,

only the creditor's vote shall be counted.

(8) Where:

- (a) a creditor has lodged his claim in more than one set of other proceedings; and
- (b) more than one member State liquidator seeks to vote by virtue of that claim,

the entitlement to vote by virtue of that claim is exercisable by the member State liquidator in main proceedings, whether or not the creditor has lodged his claim in the main proceedings.

- (9) For the purposes of paragraph (6), the claim of a creditor and any member State liquidator in relation to the same debt are a single claim.
- (10) For the purposes of paragraphs (7) and (8), "other proceedings" means main proceedings, secondary proceedings or territorial proceedings in another member State.