in accordance with Section 555 of the Companies Act 2006

SH01

Return of allotment of shares



You can use the WebFiling service to file this form online Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to give
notice of shares allotted following
incorporation

What this form is NOT f You cannot use this form t notice of shares taken by s on formation of the compa for an allotment of a new shares by an unlimited cor



A31

15/04/2014 COMPANIES HOUSE

#333

1 Company details

Company number 8 7 3 7 8 1 5

Company name in full

THM PROPERTIES LIMITED.

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

All fields are mandatory unless specified or indicated by *

2 Allotment dates •

From Date d O

0 2

y 2 0 y 1 4

Aliotment date

If all shares were allotted on the same day enter that date in the 'from date' box If shares were allotted over a period of time, complete both 'from date' and 'to date' boxes

Shares allotted

Please give details of the shares allotted, including bonus shares (Please use a continuation page if necessary)

© Currency

If currency details are not completed we will assume currency is in pound sterling

Class of shares (E g Ordinary/Preference etc)	Currency ②	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
ORDINARY	£ı	49	£ı	Eı	

If the allotted shares are fully or partly paid up otherwise than in cash, please state the consideration for which the shares were allotted

Continuation page
Please use a continuation page

Please use a continuation page if necessary

Details of non-cash consideration

If a PLC, please attach valuation report (if appropriate)

TRANSFER (BY WAY OF A DISTRIBUTION) OF THE ENTIRE SHARE (APITAL OF MEADOWCROFT LIMITED (CO NO 8673076) TO THE COMPANY BY MOORCO SIX LIMITED (CON° 8736979) PURSUANT TO RECONSTRUCTION UNDER SIIO INSOLVENCY ACT 1986.

SH01

Return of allotment of shares

Statement of capital

Section 4 (also Section 5 and Section 6, if appropriate) should reflect the company's issued capital at the date of this return

	Company 5 issued (apriar at the date of a	na recuiri			
4	Statement of c	apital (Share capıt	al in pound sterling (£))		W
Please complete the ta issued capital is in ster			ld in pound sterling. If all you to Section 7	our		
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share	Number of sha	res 9	Aggregate nominal value
ORDINARY		Ei .		50)	£ 50
						£
						£
						E
			Totals	S	0	£ SO.
5	Statement of c	apital (Share capit	al in other currencies)			
Please complete the ta Please complete a sep			d in other currencies			
Currency Class of shares		Amount payd up an	Amount (if any) unpaid	Number of sha	· · · · · ·	Ammanata namanal milina S
(E.g. Ordinary / Preference et	tc)	Amount paid up on each share	on each share •	Number of Sha	res 👽	Aggregate nominal value
			Totals			
Currency						
Class of shares (E g Ordinary/Preference etc.)		Amount paid up on each share ①	Amount (if any) unpaid on each share •	Number of shares • Aggregate n		Aggregate nominal value 🛭
					· <u></u>	
			 Totals			
6	Statement of ca	apıtal (Totals)		<u> </u>		ļ
	Please give the total		d total aggregate nominal v	value of	Please in	gregate nominal value st total aggregate values in
Total number of shares	different currencies separately For example £100 + \$100 etc					
Total aggregate nominal value ©	Łso					
Including both the noming share premium	nal value and any	© E g Number of shares nominal value of each	share Plea			al continuation
Total number of issued s	hares in this class		pagı	e if necessary		

SH01 Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to sh	nares)
	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section 4 and Section 5	• Prescribed particulars of rights attached to shares
Class of share	ORDINARY	The particulars are a particulars of any voting rights,
Prescribed particulars •	THE SHARES RANK EQUALLY IN RESPECT OF VOTING CAPITAL, AND DIVIDENDS AND ENTITLE THE HOLDERS OF SUCH TO PARTICIPATE IN ANY DIVIDENDS OR OTHER DISTRIBUTION ON A PRO RATA BASIS. THE ORDINARY SHARES ARE NOT REDEMARS	c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be
Class of share	1	to redemption of these shares
Prescribed particulars		A separate table must be used for each class of share
Class of share Prescribed particulars		Continuation page Please use a Statement of Capital continuation page if necessary
8	Signature	
	I am signing this form on behalf of the company	Societas Europaea
Signature	Signature X	If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership
	This form may be signed by Director Q , Secretary, Person authorised Q , Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager	● Person authorised Under either section 270 or 274 of the Companies Act 2006
 		HEBOOO

SH01

Return of allotment of shares

Presenter information

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

Contact name
COMPANY NAME & SMALLEY LLP.
RICHARD HOUSE
WINCKLEY SQUARE
PEESTON
COUNTY/REGION LANC ASHIRE
Posicode P E I 3 H P
ENGLAND
DX
Telephone 01772 821021.

✓ Checklist

We may return the forms completed incorrectly or with information missing

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- ☐ You have shown the date(s) of allotment in section 2
- ☐ You have completed all appropriate share details in section 3
- ☐ You have completed the appropriate sections of the Statement of Capital
- ☐ You have signed the form

Important information

Please note that all information on this form will appear on the public record

Where to send

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

For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1

i Further information

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

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

DATED 10 FEBRUARY.

2014

MOORCO SIX LIMITED (IN LIQUIDATION) (1)

and

MR MARK J COLMAN and MR JOHN M TITLEY (2)

and

TNM PROPERTIES LIMITED (3)

and

GEM PROPERTY SOLUTIONS HOLDINGS LIMITED (4)

AGREEMENT FOR THE DISPOSAL OF CERTAIN ASSETS OF MOORCO SIX LIMITED
Under Section 110 Insolvency Act 1986

- 1. MOORCO SIX LIMITED (in liquidation) a company incorporated in England and Wales with company registration number 8736979, whose registered office is at 173 Albert Road, Farnworth, Bolton BL4 3HP ("Company").
- 2. MR MARK J COLMAN and MR JOHN M TITLEY of Leonard Curtis, Hollins Mount, Hollins Lane, Bury BL9 8DG ("Liquidators"),
- 3. TNM PROPERTIES LIMITED a company incorporated in England and Wales with company registration number 8737815, whose registered office is at Back Lane, Out Rawcliffe, Preston PR3 6TU",
- 4. GEM PROPERTY SOLUTIONS HOLDINGS LIMITED a company incorporated in England and Wales with company registration number 8762945, whose registered office is at 52 Dam Lane, Rixton, Warrington, WA3 6LB, and
- 5. The person whose respective names and addresses are set out in column 1 of the Schedule ("Shareholders").

BACKGROUND

- (A) By a resolution of the Directors of the Company past at a duly convened board meeting, it was resolved that the Directors of the Company execute a statutory declaration of solvency pursuant to section 89 of the Insolvency Act 1986 ("Declaration of Solvency") and the documents were respectively sworn and executed
- By a shareholder resolution ("Resolution") of the Company passed on the date hereof ("Date of Liquidation") the Company's Shareholders resolved that (1) the Company would be wound up voluntarily by way of a members voluntary liquidation, (11) that the liquidators be appointed joint Liquidators for the purposes of winding up the Company's affairs and distributing its assets, (111) that the Liquidator's fees be agreed in the sum of &[NUMBER] together with disbursements and VAT, (iv) that the Liquidators be authorised and instructed pursuant to section 110 of the Insolvency Act 1986 in consequence of the liquidation of the Company to enter into and give effect to an agreement in the terms of the draft agreement attached to the written resolution (being the draft of this agreement), (v) that the Liquidators may distribute a whole or any part of the assets of the Company in specie to the members of the Company (or as they may direct) and, (vi) that the powers contained in Schedule 4 Part 1 of the Insolvency Act 1986 be conveyed to the Liquidators

NIL

- (C) TNM Properties Limited has been incorporated under the Companies Act 2006 and at the date hereof has an issue share capital of £1 divided into 1 ordinary share of £1 00 each and wishes to acquire the Meadowcroft Shares as herein defined
- (D) GEM Property Solutions Holdings Limited has been incorporated under the Companies Act 2006 and has at the date hereof an issue share capital of £1 divided into 1 ordinary share of £1.00 each and it wishes to acquire the Medmas Properties Shares and GEM Property Solutions Shares as herein defined

IT IS AGREED

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement

Articles: the articles of association of the Company,

Completion Date: the date of actual completion of the matters in clause 6 and completion shall be construed accordingly;

Consideration: the purchase price for the Sale Shares to be satisfied in accordance with clause 3.

Consideration Shares: TNM Properties Consideration Shares and the GEM Property Solutions Holdings Consideration Shares,

Encumbrance: any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

TNM Properties Consideration Shares: means the 49 ordinary shares of £1 00 each in the capital of TNM Properties Limited comprising 49 new ordinary shares of £1 00 each to be allotted and issued to the Shareholders in the proportions set out opposite their respective names in column 2 of the Schedule on Completion;

GEM Property Solutions Holdings Consideration Shares: the 49 ordinary shares of £1 00 each in the capital of GEM Property Solutions Holdings Limited comprising 49 new ordinary shares of £1 00 each to be allotted and issued to the Shareholders in the proportions set out opposite their respective names in column 3 of the Schedule on Completion,

Purchasers: TNM Properties Limited and GEM Property Solutions Holdings Limited;

Reorganisation Indemnity: the indemnity to be given by each of the Shareholders, TNM Properties Limited and GEM Property Solutions Holdings Limited in favour of the Liquidators and the Company in the agreed form;

Medmas Properties Shares: whatever right, title and interest the Company has in and to the 100 ordinary shares of £1 each in the capital of Medmas Properties Limited (Company Number 03420706) comprising issued share capital of such Company,

GEM Property Solutions Shares: whatever right, title and interest the Company has in the 1 ordinary share of £1 each in the capital of GEM Property Solutions Limited (Company Number 8663999) comprising the entire issued share capital of such Company,

Meadowcroft Shares: whatever right, title and interest the Company has in the 1 ordinary share of £1 each in the capital of Meadowcroft Limited (Company Number 08673076) comprising the entire issued share capital of such Company;

Sale Shares: the Medmas Properties Shares, GEM Property Solution Shares and the Meadowcroft Shares;

Transaction: the transaction contemplated by this agreement or any part of that transaction,

Transaction Documents: an document or agreement or similar to be entered into by any of the parties in connection with the Transaction,

- 1 2 References to clauses and schedules are unless otherwise stated to the clause and schedules of this Agreement.
- Any document expressed to be "in agreed form" means a document in a form approved by (and for the purposes of identification signed by or on behalf of) the parties hereto
- Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.
- 1 5 The headings to the clauses are for convenience only and have no legal effect

2 DISTRIBUTION OF THE SHARES

- On and subject to the terms of this Agreement, with effect from Completion, the Company acting by the Liquidators shall distribute by way of transfer (and in accordance with the Articles) such right, title and interest as it has in the Medmas Property Shares and GEM Property Solutions Shares to GEM Property Solutions Holdings Limited shall receive and acquire such rights, title and interest as the Company has in the Medmas Property Shares and GEM Property Solutions Shares but on the terms that they are subject to all claims, liens, charges, encumbrances, enquiries and all other third party rights relating thereto
- On and subject to the terms of this Agreement with effect from Completion, the Company acting by Liquidators shall distribute by way of transfer (and in accordance with the Articles) such right, title and interest as it has in the Meadowcroft Shares to

TNM Properties Limited and TNM Properties Limited shall receive and acquire such right, title and interest as the Company has in the Meadowcroft Shares

3 ISSUE OF SHARES BY THE PURCHASERS

- 31 In consideration of the transfers referred to in clause 2.1 above, GEM Property Solutions Holdings Limited shall allot and issue on Completion to the Shareholders at the direction of the Liquidators 49 of the new GEM Property Solutions Holdings Consideration Shares (credited as fully paid up) in the proportions set out opposite their respective names in column (2) of the Schedule
- 3 2 In consideration of the transfer referred to in clause 2 2 above, TNM Properties Limited shall allot and issue to the Shareholders at the direction of the Liquidators 49 of the new TNM Properties Consideration Shares (credited as fully paid up) in the proportions set out opposite against their respective names in column (3) of the Schedule

4 TRANSFER OF THE RELEVANT SHARES

The transfers of the Shares transferred pursuant to this Agreement shall be prepared, completed, stamped and registered at the expense of the relevant Purchaser

5 LIQUIDATOR LIABILITY

- Each of the Purchasers shall accept without investigation such right, title and interest to the Shares to be acquired by them pursuant to this Agreement as the Company may possess and the Liquidators shall not be required nor deemed to have entered to enter into any covenant in that regard.
- The Liquidators have entered into and signed this Agreement as agents for the Company and shall (save in respect of their fraud with default or negligence or omission (in respect of which the parties acknowledge and accept that the distribution by the Liquidators of the assets of the Company in specie in accordance with this Agreement prior to canvassing for the Company's creditors (shall not be treated as such an act or omission) incur no personal liability whatsoever in respect of any of the obligations undertaken by themselves and/or the Company or in respect of any failure on the parties themselves, their staff or employees or any employees of any Company controlled by their agents or representatives thereof or any of them and/or the Company to observe, perform or comply with any such obligations under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this Agreement.
- The Purchasers confirm that they have made all investigations they wish concerning the Shares and they enter into this Agreement solely as a result of investigations and on the basis of the terms of this Agreement are not in reliance upon representations or warranties whether written or oral expressed or implied made by or on behalf of the Company or the Liquidators or their staff or agents or representatives or any of them
- 5.4 This Agreement supersedes any previous agreement between any of the parties hereto in relation to matters herein and each of the Purchasers and the Shareholders

- irrevocably and unconditionally waives any right it may have to claim damages and/or rescind the Agreement for misrepresentation whether or not contained in this Agreement or for breach of any warranty whether or not contained in this Agreement
- The Purchasers hereby confirm that they have no claims against the Company and waive any claims which they have howsoever and whensoever occurring including without limitation claims arising at the date of liquidation and thereafter

6 COMPLETION

6 l Completion of the transfers hereby agreed shall take place on the Completion Date immediately following exchange of this Agreement at the registered office of the Company or at such other place as the parties may agree in writing

62 At Completion

- the Liquidators shall deliver to GEM Property Solutions Holdings Limited a duly executed share transfer in favour of GEM Property Solutions Holdings Limited in respect of the Medmas Properties Shares and GEM Property Solutions Shares together with a share certificate (or duly executed indemnity) in respect of such Sale Shares for cancellation,
- (b) the Liquidators shall deliver to TNM Properties Limited a duly executed share transfer in favour of TNM Properties Limited in respect of Meadowcroft Shares together with a share certificate (or duly executed indemnity) in respect of such Sale Shares for cancellation;
- (c) GEM Property Solutions Holdings Limited shall allot and issue the new GEM Property Solutions Holdings Consideration Shares, credited as fully paid to the Shareholders in the proportions set out opposite their respective names at column 2 of the Schedule and issue and delivery duly completed share certificates to each of the relevant Shareholders in respect of the GEM Property Solutions Holdings Consideration Shares
- (d) TNM Properties Limited shall allot and issue the new TNM Properties Consideration Shares credited as fully paid up to the Shareholders in the proportions set out opposite their respective names at column 3 of the Schedule and issue and deliver duly completed share certificates to each of the relevant Shareholders in respect of the TNM Properties Consideration Shares
- (e) the Company will procure the delivery of the duly executed Reorganisation Indemnity

7 SATISFACTION OF INTERESTS

Each of the Shareholders separately confirm and agree that the Consideration Shares to be allotted and issued to them are (as the case may be) credited as fully paid up pursuant to this Agreement are in full satisfaction and discharge of their respective interests in so much of the assets of the Company as are comprised in the Sale Shares which have been transferred to GEM Property Solutions Holdings Limited and TNM Properties Limited respectively pursuant to this Agreement.

8 FURTHER ASSURANCE

Each of the parties shall (at his own expense) promptly execute and deliver all such documents, and do all such things, as the Liquidators may from time to time require for the purpose of giving full effect to the provisions of this Agreement

9 ASSIGNMENT

- Except as provided otherwise in this Agreement, no party may assign, or grant any Encumbrance or security interest over, any of its rights under this Agreement or any document referred to in it.
- 9 2 Each party that has rights under this Agreement is acting on its own behalf.

10 ENTIRE AGREEMENT

This Agreement and any documents referred to in it, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any arrangements, understanding or previous agreement between the parties relating to the subject matter of this Agreement

11 VARIATION AND WAIVER

- 11 1 Any variation of this Agreement shall be in writing and signed by or on behalf of the parties
- 11 2 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived
- 11 3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof
- 11.4 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy

- 11.5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.
- 11.6 Any variation of this Agreement shall be in writing and signed by or on behalf of the parties.

12 NOTICE

- 12.1 A notice given under this Agreement.
 - (a) shall be in writing,
 - (b) shall be
 - (i) delivered personally, or
 - (11) sent by pre-paid first-class post or recorded delivery, or
 - (iii) (if the notice is to be served by post outside the country from which it is sent) sent by airmail
- 12.2 The addresses for service of notice are those specified in this agreement or notified in writing to the other parties

13 AGREEMENT SURVIVES COMPLETION

This Agreement (other than obligations that have already been fully performed) remains in full force after the date hereof.

14 THIRD PARTY RIGHTS

This Agreement and the documents referred to in it are made for the benefit of the parties and their successors and permitted assigns and are not intended to benefit, or be enforceable by, anyone else.

15 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together shall constitute one agreement and shall have the same effect as if each party had signed the same document

16 GOVERNING LAW AND JURISDICTION

- 16.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England
- 16 2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement

EXECUTED as a **DEED** and **DELIVERED** by the parties or their duly authorised representatives on the date of this Agreement

SCHEDULE: Shareholders and Consideration Shares

Shareholders	Number of new GEM Property Solutions Holding Consideration Shares	Number of TNM Properties Consideration Shares
(1)	(2)	(3)
Mr Michael Medcalf The Meads 216 Church Road Astley M29 7FS	2	-
Mrs Denise Medcalf The Meads 216 Church Road Astley M29 7FS	-	2
Mr Richard Medcalf 52 Dam Lane Rixton Warrington WA3 6LB	47	-
Mrs Nicola Medcalf Meadowcroft Back Lane Out Rawcliffe Preston PR3 6TU	_	47

EXECUTED as a DEED by MR MARK J COLMAN for and on behalf of MOORCO SIX LIMITED in the presence of

Witness Signature

Witness Name

Witness Address

LAUREN FAWCETT.

C/OLEONARD CURTIS

HOLLINS MOUNT, HOLLINS LANE, BURY BLG 8DG

EXECUTED as a DEED by MR JOHN M TITLEY

for and on behalf MOORCO SIX LIMITED

in the presence of

Witness Signature

Witness Name

Witness Address

LAUREN FANCETT

clo Leanara Curtis

Hours Mount,

Nauns Lone, Bury Loncosnive B19800

EXECUTED as a DEED by MR MARK J COLMAN

in his capacity as joint liquidator in the presence of

Witness Signature

Witness Name

Witness Address

LAUREN FANCETT

C/O LEGNARD CURTIS

HOLLING MOUNT, HOLLING LANG

BURY BL9 8DG.

EXECUTED as a **DEED** by MR JOHN M TITLEY

in his capacity as joint liquidator

in the presence of

Witness Signature

Witness Name

Witness Address:

LAURENFAWCETT

CLOLEONARD CURTIS,

EVITOHITATIOM EVITORY

LANE, BURY, LANCS, BUS 8DG

EXECUTED as a **DEED** by **GEM PROPERTY SOLUTIONS** 1. whiled

HOLDINGS LIMITED acting by

RICHARD MEDCALF in the presence of

Witness Occupation

Witness Signature

Witness Name.

Witness Address

Ultayler ...

MISS M TAYLOR.

clo RICHARD HOUSE

WINCKLEY SQUARE

PRESTON, PRI 3HP.

CHARTERED ACCOUNTANT. Witness Occupation

EXECUTED as a **DEED** by **TNM PROPERTIES** LIMITED acting by NICOLA MEDCALF

in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED as a **DEED** by MR MICHAEL MEDCALF in the presence of:-

Witness Signature

Witness Name

Witness Address

Witness Occupation

Witaylar. Miss MTAYLOR.

RICHARD HOUSE

WINCKLEY SQUARE

PRESTON, PRI 3HP.

CHARTERED ACCOUNTANT.

M. Mediae! Ul Taylu. Miss M TAYLOR.

RICHARD HOUSE

WINCKLEY SQUARE

PRESTON, PRI 3HP.

CHARTERED ACCOUNTANT,

EXECUTED as a **DEED** by **MRS DENISE MEDCALF** in the presence of -

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED as a **DEED** by **MR RICHARD MEDCALF** in the presence of -

Witness Signature

Witness Name

Witness Address

Witness Occupation

MISS MTAYLOR.

CLA RICHARD HOUSE
WINCKLEY SQUARE
PRESTON, PRI 3HP.

CHARTERED ACCOUNTANT.

Mulaliant.

Miss M. TAYLOR.

MISS MTAYLOR.

Clo RICHARD HOUSE '
WINCKLEY SQUARE'
PRESTON, PRI 34P.

CHARTERED ACCOUNTANT,

EXECUTED as a **DEED** by **MRS NICOLA MEDCALF** in the presence of -

Witness Signature

Witness Name

Witness Address

Witness Occupation.

Ul-Taylor:
Miss M. TAYLOR.

Clo Richard House
Winckiey Souare
PRESTON PRI 3HP
CHARTERED ACCOUNTANT.