



Companies House
— for the record —

AR01 (ef)

Annual Return



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Company Name: **Scarborough Group Developments Limited**

Company Number: **SC222340**

Date of this return: **17/08/2013**

SIC codes: **68209**

Company Type: **Private company limited by shares**

Situation of Registered Office: **93 GEORGE STREET
EDINBURGH
UNITED KINGDOM
EH2 3ES**

Officers of the company

Company Secretary 1

Type: **Corporate**

Name: **ESPLANADE SECRETARIAL SERVICES LIMITED**

*Registered or
principal address:* **EUROPA HOUSE 20 ESPLANADE
SCARBOROUGH
NORTH YORKSHIRE
UNITED KINGDOM
YO11 2AQ**

European Economic Area (EEA) Company

Register Location: **ENGLAND & WALES**

Registration Number: **6133270**

Company Director ***1***

Type: **Person**

Full forename(s): **MR SCOTT RICHARD**

Surname: **MCCABE**

Former names:

Service Address: **EUROPA HOUSE 20 ESPLANADE
SCARBOROUGH
NORTH YORKSHIRE
UNITED KINGDOM
YO11 2AQ**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **04/05/1975** *Nationality:* **BRITISH**

Occupation: **MANAGING DIRECTOR**

Company Director 2

Type: **Person**

Full forename(s): **MR SIMON CHARLES**

Surname: **MCCABE**

Former names:

Service Address: **EUROPA HOUSE 20 ESPLANADE
SCARBOROUGH
NORTH YORKSHIRE
UNITED KINGDOM
YO11 2AQ**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **13/10/1977** *Nationality:* **BRITISH**

Occupation: **DEVELOPMENT EXECUTIVE**

Company Director 3

Type: **Corporate**
Name: **ESPLANADE DIRECTOR LIMITED**

*Registered or
principal address:* **EUROPA HOUSE 20 ESPLANADE
SCARBOROUGH
NORTH YORKSHIRE
UNITED KINGDOM
YO11 2AQ**

European Economic Area (EEA) Company

Register Location: **ENGLAND & WALES**
Registration Number: **6133267**

Statement of Capital (Share Capital)

Class of shares	A ORDINARY	<i>Number allotted</i>	499
		<i>Aggregate nominal value</i>	499
<i>Currency</i>	GBP	<i>Amount paid</i>	1
		<i>Amount unpaid</i>	0

Prescribed particulars

THE A SHARES, B SHARES AND THE C SHARES SHALL CONSTITUTE SEPARATE CLASSES OF SHARES BUT EXCEPT AS SPECIFICALLY PROVIDED BELOW SHALL OTHERWISE RANKS PARI PASSU IN ALL RESPECTS. THE C SHAREHOLDER SHALL HAVE NO RIGHT TO RECEIVE NOTICE OF OR TO ATTEND OR VOTE AT ANY GENERAL MEETING OF THE COMPANY AND REGULATION 54 OF TABLE A SHALL BE AMENDED ACCORDINGLY; THE C SHAREHOLDER SHALL HAVE NO RIGHT TO RECEIVE ANY DIVIDEND OR OTHER DISTRIBUTION; ON A WINDING UP OR OTHER RETURN OF CAPITAL, THE SURPLUS ASSETS OF THE COMPANY REMAINING AFTER PAYMENT OF ITS LIABILITIES SHALL BE APPLIED:- FIRST, IN PAYING TO THE HOLDERS OF THE A SHARES AND THE B SHARES THE AMOUNT PAID UP OR TREATED AS PAID UP ON SUCH SHARES; SECOND, IN PAYING TO THE HOLDERS OF THE A SHARES AND THE B SHARES PRO RATA A SUM OF UP TO A£1,000,000 PER A SHARE OR B SHARE (AS APPLICABLE); AND THIRD, IN PAYING TO THE C SHAREHOLDER THE AMOUNT PAID UP OR TREATED AS PAID UP ON THE C SHARES AND THE C SHARES SHALL NOT CONFER UPON THE C SHAREHOLDER ANY FURTHER RIGHT OF PARTICIPATION IN THE PROFITS OR ASSETS OF THE COMPANY. SUBJECT TO COMPLIANCE WITH THE STATUTES THE COMPANY MAY AT ANY TIME SERVE NOTICE ON THE C SHAREHOLDER TO PURCHASE THE A SHARES (A??PURCHASE NOTICEA??) AT A PRICE OF 0.001P PER SHARE (THE A??PURCHASE PRICEA??). A C SHAREHOLDER UPON WHOM NOTICE HAS BEEN SERVED (A A??VENDORA??) SHALL, SUBJECT TO PAYMENT OF THE PURCHASE PRICE, BE BOUND WITHIN 21 DAYS OF SERVICE OF A PURCHASE NOTICE TO SELL THE C SHARES HELD BY THE VENDOR (THE A??SALE SHARES A??) TO THE COMPANY UPON THE FOLLOWING TERMS: THE PRICE PAID WILL BE THE PURCHASE PRICE; THE SALE SHARES ARE FREE FROM ALL LIENS, CHARGES AND ENCUMBRANCES AND WITH ALL RIGHTS ATTACHING TO THEM; AND THE VENDOR IS THE BENEFICIAL OWNER OF THE SALE SHARES AND THE SAME ARE NOT SUBJECT TO ANY OPTION, AGREEMENT, LIEN, CHANGE, ENCUMBRANCE OR COMMITMENT WHATSOEVER. IF AFTER BECOMING SO BOUND, THE VENDOR MAKES DEFAULT IN TRANSFERRING ANY OF THE SALE SHARES THE COMPANY MAY RECEIVE THE PURCHASE PRICE AND THE VENDOR SHALL BE DEEMED TO HAVE APPOINTED ANY ONE DIRECTOR OR THE COMPANY SECRETARY AS HIS AGENT TO EXECUTE ANY DOCUMENTS RELATING TO THE SALE OF THE SALE SHARES IN ACCORDANCE WITH THIS ARTICLE 4 AND UPON EXECUTION OF ANY SUCH DOCUMENTS THE COMPANY SHALL HOLD THE PURCHASE PRICE UPON TRUST FOR THE VENDOR.

Class of shares	A ORDINARY	<i>Number allotted</i>	1
		<i>Aggregate nominal value</i>	1
<i>Currency</i>	GBP	<i>Amount paid</i>	0
		<i>Amount unpaid</i>	1

Prescribed particulars

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Class of shares	B ORDINARY	<i>Number allotted</i>	500
		<i>Aggregate nominal value</i>	500
<i>Currency</i>	GBP	<i>Amount paid</i>	1
		<i>Amount unpaid</i>	0

Prescribed particulars

THE A SHARES, B SHARES AND THE C SHARES SHALL CONSTITUTE SEPARATE CLASSES OF SHARES BUT EXCEPT AS SPECIFICALLY PROVIDED BELOW SHALL OTHERWISE RANKS PARI PASSU IN ALL RESPECTS. THE C SHAREHOLDER SHALL HAVE NO RIGHT TO RECEIVE NOTICE OF OR TO ATTEND OR VOTE AT ANY GENERAL MEETING OF THE COMPANY AND REGULATION 54 OF TABLE A SHALL BE AMENDED ACCORDINGLY; THE C SHAREHOLDER SHALL HAVE NO RIGHT TO RECEIVE ANY DIVIDEND OR OTHER DISTRIBUTION; ON A WINDING UP OR OTHER RETURN OF CAPITAL, THE SURPLUS ASSETS OF THE COMPANY REMAINING AFTER PAYMENT OF ITS LIABILITIES SHALL BE APPLIED:- FIRST, IN PAYING TO THE HOLDERS OF THE A SHARES AND THE B SHARES THE AMOUNT PAID UP OR TREATED AS PAID UP ON SUCH SHARES; SECOND, IN PAYING TO THE HOLDERS OF THE A SHARES AND THE B SHARES PRO RATA A SUM OF UP TO A£1,000,000 PER A SHARE OR B SHARE (AS APPLICABLE); AND THIRD, IN PAYING TO THE C SHAREHOLDER THE AMOUNT PAID UP OR TREATED AS PAID UP ON THE C SHARES AND THE C SHARES SHALL NOT CONFER UPON THE C SHAREHOLDER ANY FURTHER RIGHT OF PARTICIPATION IN THE PROFITS OR ASSETS OF THE COMPANY. SUBJECT TO COMPLIANCE WITH THE STATUTES THE COMPANY MAY AT ANY TIME SERVE NOTICE ON THE C SHAREHOLDER TO PURCHASE THE A SHARES (A??PURCHASE NOTICEA??) AT A PRICE OF 0.001P PER SHARE (THE A??PURCHASE PRICEA??). A C SHAREHOLDER UPON WHOM NOTICE HAS BEEN SERVED (A A??VENDORA??) SHALL, SUBJECT TO PAYMENT OF THE PURCHASE PRICE, BE BOUND WITHIN 21 DAYS OF SERVICE OF A PURCHASE NOTICE TO SELL THE C SHARES HELD BY THE VENDOR (THE A??SALE SHARES A??) TO THE COMPANY UPON THE FOLLOWING TERMS: THE PRICE PAID WILL BE THE PURCHASE PRICE; THE SALE SHARES ARE FREE FROM ALL LIENS, CHARGES AND ENCUMBRANCES AND WITH ALL RIGHTS ATTACHING TO THEM; AND THE VENDOR IS THE BENEFICIAL OWNER OF THE SALE SHARES AND THE SAME ARE NOT SUBJECT TO ANY OPTION, AGREEMENT, LIEN, CHANGE, ENCUMBRANCE OR COMMITMENT WHATSOEVER. IF AFTER BECOMING SO BOUND, THE VENDOR MAKES DEFAULT IN TRANSFERRING ANY OF THE SALE SHARES THE COMPANY MAY RECEIVE THE PURCHASE PRICE AND THE VENDOR SHALL BE DEEMED TO HAVE APPOINTED ANY ONE DIRECTOR OR THE COMPANY SECRETARY AS HIS AGENT TO EXECUTE ANY DOCUMENTS RELATING TO THE SALE OF THE SALE SHARES IN ACCORDANCE WITH THIS ARTICLE 4 AND UPON EXECUTION OF ANY SUCH DOCUMENTS THE COMPANY SHALL HOLD THE PURCHASE PRICE UPON TRUST FOR THE VENDOR.

Class of shares	C ORDINARY	<i>Number allotted</i>	1000000
		<i>Aggregate nominal value</i>	10000
<i>Currency</i>	GBP	<i>Amount paid</i>	1
		<i>Amount unpaid</i>	0

Prescribed particulars

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Statement of Capital (Totals)

<i>Currency</i>	GBP	<i>Total number of shares</i>	1001000
		<i>Total aggregate nominal value</i>	11000

Full Details of Shareholders

The details below relate to individuals / corporate bodies that were shareholders as at 17/08/2013 or that had ceased to be shareholders since the made up date of the previous Annual Return

A full list of shareholders for the company are shown below

Shareholding 1 : **500 A ORDINARY shares held as at the date of this return**
Name: **SCARBOROUGH HOLDINGS LIMITED**

Shareholding 2 : **500 B ORDINARY shares held as at the date of this return**
Name: **SCARBOROUGH HOLDINGS LIMITED**

Shareholding 3 : **1000000 C ORDINARY shares held as at the date of this return**
Name: **UBERIOR INVESTMENTS PLC**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor.