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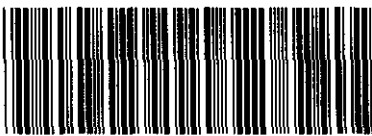
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 4195737

The Registrar of Companies for England and Wales hereby certifies that  
MODEL LODGING HOUSE (MANAGEMENT) LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 6th April 2001



\*N04195737N\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC007B

Please complete in typescript, or in bold black capitals.

CHFP014

## Declaration on application for registration

Company Name in full

**MODEL LODGING HOUSE (MANAGEMENT) LIMITED**

I, **JOSEPHINE DAVIES**

of **THE COTTAGES, REGENT ROAD, ALTRINCHAM, CHESHIRE, WA14 1RX**

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] ~~[Person named in Notice of Address of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985]~~† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

† Please delete as appropriate

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

Declarant's signature

*Davies*

Declared at

**THE COTTAGES, REGENT ROAD, ALTRINCHAM, CHESHIRE, WA14 1RX**

Day Month Year

On

04 04 2001

① Please print name.

before me ①

**ALAN JAMES COCKERILL**

Signed

*A. Cockerill*

Date

4 April 2001

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor~~

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

**NEIL MYERSON SOLICITORS, THE COTTAGES**

**REGENT ROAD, ALTRINCHAM, CHESHIRE**

**WA14 1RX**

Tel **0161 941 4000**

DX number

DX exchange

When you have completed and signed the form please send it to the Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF14 3UZ** DX 33050 Cardiff  
for companies registered in England and Wales

or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**

for companies registered in Scotland

**DX 235 Edinburgh**



code

A49 0227  
COMPANIES HOUSE 05/04/01

Form revised June 1998

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Please complete in typescript,  
or in bold black capitals.

## First directors and secretary and intended situation of registered office

CHFP014

Notes on completion appear on final page

Company Name in full

**MODEL LODGING HOUSE (MANAGEMENT) LIMITED**

Proposed Registered Office

**THE COTTAGES**

(PO Box numbers only, are not acceptable)

**REGENT ROAD**

Post town

**ALTRINCHAM**

County / Region

**CHESHIRE**

Postcode

**WA14 1RX**

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

Agent's Name

**NEIL MYERSON SOLICITORS**

Address

**THE COTTAGES**

**REGENT ROAD**

Post town

**ALTRINCHAM**

County / Region

**CHESHIRE**

Postcode

**WA14 1RX**

Number of continuation sheets attached

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

**NEIL MYERSON SOLICITORS, THE COTTAGES**

**REGENT ROAD, ALTRINCHAM**

**CHESHIRE** Tel **0161 941 4000**

DX number                      DX exchange



**COMPANIES HOUSE** 05/04/01

Form revised July 1998

When you have completed and signed the form please send it to the  
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for companies registered in England and Wales

or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**

for companies registered in Scotland

**DX 235 Edinburgh**

**Company Secretary** (see notes 1-5)

Company name

**NAME** \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address**

*Usual residential address*

For a corporation, give the registered or principal office address.

Post town

County / Region

Country

THE COTTAGES

REGENT ROAD

ALTRINCHAM

CESHIRE

Postcode

WA14 1RX

ENGLAND

I consent to act as secretary of the company named on page 1

**Consent signature**

*Davies*

Date

4.4.01

FOR AND ON BEHALF OF DOWNS NOMINEES LIMITED

**Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME** \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

**Address**

*Usual residential address*

For a corporation, give the registered or principal office address.

Post town

County / Region

Country

THE COTTAGES

REGENT ROAD

ALTRINCHAM

CESHIRE

Postcode

WA14 1RX

ENGLAND

Day Month Year

Date of birth

2 1 1 1 1 9 9 5

Nationality

BRITISH

Business occupation

ACTING AS COMPANY DIRECTOR

Other directorships

I consent to act as director of the company named on page 1

**Consent signature**

*Davies*

Date

4.4.01

FOR AND ON BEHALF OF REGENT ROAD NOMINEES LIMITED

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	<b>*Style / Title</b>	<input type="text"/>	<b>*Honours etc</b>	<input type="text"/>						
<small>* Voluntary details</small>	<b>Forename(s)</b>	<input type="text"/>								
	<b>Surname</b>	<input type="text"/>								
	<b>Previous forename(s)</b>	<input type="text"/>								
	<b>Previous surname(s)</b>	<input type="text"/>								
<b>Address</b>										
<b>Usual residential address</b>										
For a corporation, give the registered or principal office address.										
	<b>Post town</b>	<input type="text"/>								
	<b>County / Region</b>	<input type="text"/>	<b>Postcode</b>	<input type="text"/>						
	<b>Country</b>	<input type="text"/>								
	<b>Date of birth</b>	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">Day</td> <td style="width: 20px; text-align: center;">Month</td> <td style="width: 20px; text-align: center;">Year</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table>	Day	Month	Year				<b>Nationality</b>	<input type="text"/>
Day	Month	Year								
	<b>Business occupation</b>	<input type="text"/>								
	<b>Other directorships</b>	<input type="text"/>								
		<input type="text"/>								
	I consent to act as director of the company named on page 1									
	<b>Consent signature</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>						

**This section must be signed by**

**Either**

**an agent on behalf of all subscribers**

**Signed**  **Date**

**Or the subscribers**

**Signed**  **Date**

*(i.e those who signed as members on the memorandum of association).*

**Signed**  **Date**

**Signed**  **Date**

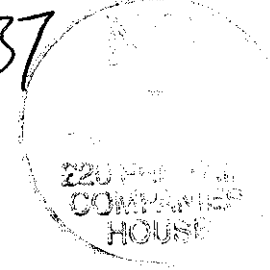
**Signed**  **Date**

**Signed**  **Date**

103375

4195737

007121



38  
2

**COMPANIES ACT 1985**

**Private Company Limited by Shares**

**MEMORANDUM OF ASSOCIATION**

of



**MODEL LODGING HOUSE (MANAGEMENT) LIMITED**

1. The name of the company is Model Lodging House (Management) Limited.
2. The registered office of the company will be situated in England or Wales.
3. The objects for which the company is established are:
  - 3.1 to manage and administer such freehold or leasehold property or properties ('the Estate') as the company by special resolution may determine and any other land buildings and real property either on its own account or as trustee nominee or agent of any other company or person;
  - 3.2 to acquire and deal with and take options over any property real or personal including the Estate and any rights or privileges of any kind over or in respect of any property and to improve develop sell lease accept surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the company;
  - 3.3 to collect all rents charges and other income and to pay any rates taxes charges duties levies assessments or other outgoings charged assessed or imposed on or in respect of the Estate or any part of the Estate;
  - 3.4 to provide services of every description in relation to the Estate and to maintain repair renew redecorate repaint clean construct alter and add to the Estate and to arrange for the supply to the Estate of services and amenities and the maintenance of the same and the cultivation maintenance landscaping and planting of any land gardens and grounds comprised in the Estate and to enter

into contracts with builders tenants contractors and others and to employ appropriate staff and managing or other agents;

- 3.5 to insure the Estate or any other property of the company or in which it has an interest against damage or destruction and such other risks as may be considered necessary appropriate or desirable and to insure the company against public liability and any other risks that it may consider prudent or desirable to insure against;
- 3.6 to establish and maintain capital reserves management funds and any form of sinking fund in order to pay or contribute towards all fees costs and other expenses incurred in the implementation of the company's objects and to require the members of the company to contribute towards such reserves or funds at such times in such amounts and in such manner as the company may think fit and to invest and deal in and with such money not immediately required in such manner as may from time to time be determined;
- 3.7 to carry on any other trade or business that can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the company;
- 3.8 to improve manage construct repair develop exchange let on lease or otherwise mortgage charge sell dispose of turn to account grant licences options rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the company;
- 3.9 to invest and deal with the moneys of the company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- 3.10 to lend and advance money or give credit on any terms and with or without security to any person firm or company to enter into guarantees contracts of

indemnity and suretyships of all kinds to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person firm or company;

- 3.11 to borrow and raise money in any manner and to secure the repayment of any money borrowed raised or owing by mortgage charge standard security lien or other security upon the whole or any part of the company's property or assets (whether present or future) charge standard security lien or security to secure and guarantee the performance by the company of any obligation or liability it may undertake or that may become binding on it;
- 3.12 to draw make accept endorse discount execute and issue cheques, bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments;
- 3.13 to enter into any arrangements with any government or authority (supreme, principal, local or otherwise) which may seem conducive to the attainment of the company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions that the company may think desirable and to carry out exercise and comply with any such charters, decrees, rights, privileges and concessions;
- 3.14 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person firm or company to pay the same and to pay commissions to brokers and others for underwriting placing selling or guaranteeing the subscription of any shares or other securities of the company;
- 3.15. to distribute among the members of the company in kind any property of the company of whatever nature;



- 3.16 to do all such other things as may be deemed incidental or conducive to the attainment of the company's objects or any of them.
- 4 The liability of the members is limited.
- 5 The share capital of the company is £38.00 divided into 38 shares of £1.00 each of such classes and with such rights as are defined by the articles of association attached.
- 6 The rights for the time being attached to the said classes of shares respectively may be modified or dealt with in the manner mentioned in clause 4 of the accompanying articles of association but not otherwise and that clause shall be deemed to be incorporated in this memorandum and have effect accordingly.
- 7 Except upon the winding up or dissolution of the company the income and property of the company shall be applied solely towards the promotion of the objects of the company as set forth in this memorandum of association and no portion shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to the members of the company provided that nothing in this clause shall prevent the payment in good faith of reasonable and proper remuneration to an officer or servant of the company nor prevent the payment of interest at a rate not exceeding a reasonable market rate on money lent or reasonable and proper rent for premises demised or let by any member to the company.

WE the subscribers to this memorandum of association wish to be formed into a company pursuant to this memorandum and we agree to take the number of shares shown opposite our respective names.

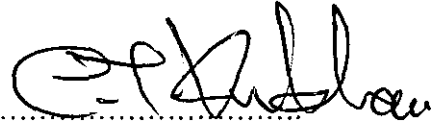
Names and Addresses  
of Subscribers

Number of shares taken  
by each subscriber

1 CHRISTOPHER TAYLOR KERKHAM  
of 9 Bloom Street Salford  
Greater Manchester M3 6AJ

One

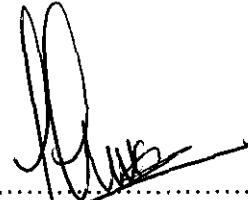
Signed.....



2 JOHN FRANCIS LOWE  
of 9 Bloom Street Salford  
Greater Manchester M3 6AJ

One

Signed.....



Total shares taken Two

Dated this

4<sup>th</sup>

day of

April

2001

Witness to the above signatures



Name: C I Goussman, FCA

Address: 36 Chester Road  
Old Trafford  
Manchester  
M16 9F4

COMPANIES ACT 1985

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

of

Model Lodging House (Management) Limited

**1 Preliminary**

In these articles:

- 1.1 'Table A' means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1958
- 1.2 'the Estate' means the lands and buildings and real property now and from time to time situate at Model Lodging House Bloom Street Salford M3 6AJ
- 1.3 'the Freeholder' means J.F. Lowe (Building Contractors) Limited and Esprit Property Care Limited trading as Bloom Street Developments or other the person or persons from time to time entitled in fee simple to the Estate;
- 1.4 'Flat' means a unit of residential accommodation in the building erected upon the Estate and the expression 'the Flats' shall have a corresponding meaning;
- 1.5 'a Long Lease' in relation to a Flat means a lease for a term of years expiring on 31<sup>st</sup> December 2125 and the expression 'Long Leases' shall have a corresponding meaning;
- 1.6 'Owner' means in relation to a Flat:
  - 1.6:1 the person who is for the time being the tenant of the Flat under a Long Lease; or

- 1.6:2 if and for so long as there is no Long Lease subsisting in respect of the Flat, the company if and so long as it is the freeholder or a tenant of the Estate or any part of the Estate for a term expiring on the same day as or later than a Long Lease; but
- 1.6:3 in any other case the Freeholder  
and the expression 'Owners' shall have a corresponding meaning;
- 1.7 'Change in Ownership' means in relation to a Flat any change in the Owner;
- 1.8 'Subscribers Share' means a share in the company that is for the time being held by either:
- 1.8:1 a subscriber or
- 1.8:2 the Freeholder or a nominee on behalf of a subscriber and the expression 'Subscribers Shares' shall have a corresponding meaning;
- 1.9 'the Operative Date' means the date upon which Long Leases shall have been granted in respect of all Flats and transfers of all the shares allocated to such Flats shall have been executed and registered;
- 1.10 'Election Meeting' means any meeting of those members of the company who are for the time being the owners of shares that are allocated to Flats after the Operative Date has been reached which is a meeting held in accordance with these articles for the purpose either of removing or electing a director;
- 1.11 except where the context otherwise requires the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.

## **2 Application of Table A**

- 2.1 The regulations contained in Table A shall except as provided in these articles and in so far as not inconsistent with the provisions of these articles apply to the company to the exclusion of all other regulations or articles of association.
- 2.2 References to regulations are to regulations in Table A unless otherwise stated.

### **3 Share Capital**

- 3.1 The share capital of the company is £ 38 divided into 38 shares of £1.00
- 3.2 The shares shall rank pari passu in all respects.
- 3.3 The rights attached to the shares shall not be modified or dealt with except by a special resolution of the company in general meeting.

### **4 Allocation of shares**

- 4.1 The numbers and classes of shares in the company to be allotted to each Flat respectively shall be decided by the directors.
- 4.2 All the shares to be allotted as above shall in the first place be allotted in the following manner that it is to say one share to each of the subscribers (who shall hold these shares as nominees for the Freeholder) and the remainder of the shares to the Freeholder and his other nominees if any.

### **5 Rights of shareholders**

Subject to the provisions contained in article 9:

- 5.1 all shares in the company shall confer the right to receive notice of and to attend and address general meetings of the company;
- 5.2 all Subscribers' Shares shall confer the right to vote at general meetings of the company (subject to the provision of article 10.4);
- 5.3 save as provided in article 10.4, no share in the company other than a Subscribers' Share shall confer the right to vote at general meetings of the company;
- 5.4 where in accordance with the provisions of these articles any share confers voting rights, such share shall confer one vote only;
- 5.5 all shares in the company shall confer the right to vote on any extraordinary resolution;

5.6 all shares in the company shall confer the right to vote on any resolution at any meeting of the company concerning, consequent on, or in the course of any winding up or dissolution or concerning the amalgamation or re-construction of the company.

## **6 Transfer of shares**

6.1 Subject to article 6.3, all shares that have been allocated to a Flat shall be transferred and may only be transferred with a Change of Ownership of the said Flat and to the person who shall upon such Change of Ownership become the Owner of such Flat.

6.2 The price to be paid upon such transfer of a share or shares shall in default of agreement between transferor and transferee be its or their nominal value.

6.3 If there is default in the transfer of a share or shares in accordance with this article the chairman for the time being of the directors or failing him one of the directors duly nominated by resolution of the board for the purpose shall forthwith be deemed to be the duly appointed attorney of the holder of that share or those shares with full power in the holder's name and on his behalf to execute complete and deliver a transfer of that share to the person to whom it should be transferred and the company may receive and give a good discharge for the purchase money and enter the name of the transferee in the register of members as the holder of that share.

6.4 Nothing in this article shall prohibit a transfer of a share by a subscriber or other nominee for the Freeholder to the Freeholder or any other nominee for the Freeholder made at a time when the Freeholder is still the Owner of the Flat to which such share has been allocated.

## **7. Restrictions on shareholders**

- 7.1 No share shall be allotted or transferred to or be registered in the name of any person other than a person who is an Owner of a Flat.
- 7.2 Any person holding a share or shares shall only be entitled to the rights attached to that share or those shares during such time or times as he shall be an Owner of the Flat in respect of which such share or shares has or have been allocated by the directors.
- 7.3 No person other than the Freeholder or a nominee for the Freeholder shall hold at any one time a greater number of shares in the company than the number of shares allocated to the Flats of which that person shall at such time be an Owner.
- 7.4 Any person holding a share as subscriber or other nominee of the Freeholder shall for the purposes of this article be treated as if he were an Owner of a Flat.

**8. Registration of transfer of shares**

The directors may decline to register the transfer of any share in the company unless and until there shall have been produced to them such evidence as they may require in order to satisfy themselves beyond doubt that the provisions of these articles have been complied with.

**9 Directors**

- 9.1 Unless otherwise determined by ordinary resolution there shall be not less than two and not more than five directors of the company.
- 9.2 Until the Operative Date the following provisions shall govern the appointment term and conditions of office retirement and removal from office of directors:
- 9.2:1 The said office shall be held by the person or persons from time to time appointed to such office by the Freeholder.
- 9.2:2 Such persons as above shall (subject however to earlier retirement resignation or removal from office under the provisions contained in these articles or any regulations otherwise applicable to the company) hold office for a term of five years (or as is extended in any case by the

provisions of article 9.8) or such shorter term as the Freeholder shall determine at the date of his appointment.

9.2:3 The Freeholder may in his absolute discretion remove from office any person holding office by virtue of article 9.2.

9.2:4 Every appointment determination or removal of a director shall be effected by written notice signed on behalf of the Freeholder addressed to the company and delivered to the secretary or registered office and shall take effect from the date of receipt.

9.2:5 The provisions contained in article 8 shall be incorporated in this article.

9.3 As from the Operative Date the following provisions shall govern the appointment term and conditions of office retirement and removal from office of each director:

9.3:1 The said office shall continue to be held by the persons who are the directors at the Operative Date until such time as the appointment of the first persons to be elected as directors.

9.3:2 Subject to the provisions of article 9.2 the directors shall be such persons as shall from time to time have been elected to that office by an Election Meeting.

9.3:3 The appointment of a person so elected shall take effect from the date of receipt of a written notice to that effect signed by the chairman of the Election Meeting at which such person was elected and delivered to the secretary of the company or to its registered office.

9.3:4 As soon as practicable after the Operative Date the directors shall convene an Election Meeting for the purpose of electing persons to take office as the directors.



- 9.3:5 No person shall be eligible for election unless he is at the date of such election both a member of the company and an Owner of a Flat.
- 9.3:6 Any person appointed to be a director:
- 9.3:6.1 shall automatically vacate his office upon his ceasing to be either a member or an Owner of a Flat; and
- 9.3:6.2 may be removed from office by an Election Meeting.
- 9.3:7 Any person ceasing to hold office as a director shall be eligible for re-election to that office if otherwise qualified to hold the same.
- 9.3:8 The directors may as often as they think necessary convene an Election Meeting and the directors shall (notwithstanding the provisions contained in article 9.4) on the requisition of members holding at the date of deposit of the requisition not less than one-third of the shares immediately proceed to convene such a meeting.
- 9.3:8.1 The said requisition must state the object of the meeting and must be signed by the requisitionists and deposited at the registered office of the company.
- 9.3:8.2 If the directors do not within 21 days from the date of the deposit of the requisition proceed duly to convene a meeting the requisitionists may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months from the said date.
- 9.3:8.3 A meeting convened by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the directors.

9.3:8.4 Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors to convene a meeting shall be repaid to the requisitionists by the company.

9.3:8.5 An Election Meeting shall be called by at least 21 days' notice in writing and shall specify the place the day and hour of the meeting provided that an Election Meeting shall notwithstanding that it is called by shorter notice be deemed to have been duly called if it is so agreed by a majority in number of the members having the right to attend and vote at the meeting being a majority together holding not less than 75% in number of the shares.

9.3:9 Save as is otherwise provided in these articles regulations 39-45 inclusive, 46 (as modified by article 10.1 below), 47-63 inclusive, 111, 112 (as modified by article 10.8 below), and 113-116 inclusive of Table A shall apply to Election Meetings as if there were substituted in such regulations for references to meetings or general meetings references to Election Meetings.

9.4 From and after the Operative Date each share (which expression for the purpose of this paragraph of this article does not include any share that remains a Subscribers' Share) shall confer on the Owner the right to vote at the general meetings of the company and Election Meetings of the company.

9.5 The directors of the company shall have the power at any time to appoint any person to fill a casual vacancy in the office of any director but so that any director so appointed shall hold office only until a person is appointed to that office under the provisions contained in this article.

9.6 Regulation 64 of Table A shall not apply.

- 9.7 Regulations 73-80 inclusive of Table A shall not apply.
- 9.8 Any director appointed under these articles to hold office for a fixed term shall notwithstanding the expiration of such term continue to hold office until another director is appointed in his place in accordance with the provisions of these articles.

#### **10 Amendments to Table A**

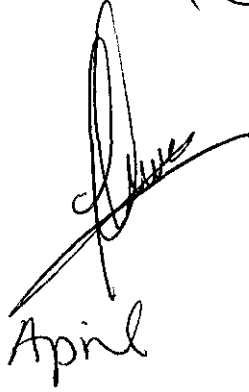
- 10.1 In regulation 1 of Table A the words 'and in any articles adopting the same' shall be inserted immediately after the words 'regulations' where it first occurs.
- 10.2 In regulation 8 of Table A the words '(not being a fully paid share)' shall be omitted.
- 10.3 Regulations 30 and 31 of Table A shall not apply.
- 10.4 In regulation 46 (b) of Table A for the words 'at least two members' there shall be substituted the words 'any member' and regulation 46 (c) and (d) shall not apply.
- 10.5 In regulation 82 of Table A the words 'subject to the provisions contained in Clause 3.7 of the Memorandum of Association' shall be inserted immediately before the words 'the remuneration'.
- 10.6 In regulation 84 of Table A the words 'subject to the provisions in Clause 3.7 of the Memorandum of Association' shall be inserted immediately before the words 'the directors may'.
- 10.7 In regulation 99 of Table A the words 'and subject to the provisions contained in Clause 3.7 of the Memorandum of Association' shall be inserted immediately after the words 'the Act'.
- 10.8 In regulation 112 of Table A the words 'at the Flat of which he shall be an Owner' shall be substituted for the words 'at his registered address' and the last sentence shall be deleted.
- 10.9 Regulations 102-108 inclusive and 110 of Table A shall not apply.

Name and Address of Subscribers

1. Christopher Taylor Kerkham  
of 9 Bloom Street  
Salford  
Greater Manchester M3 6AJ



2. John Francis Lowe  
of 9 Bloom Street  
Salford  
Greater Manchester M3 6AJ



Dated the 4th day of April 2001

Witness to the above signatures:-



Witness Name.. C.I. Gorman PCT

Witness Address.. 266 CHESTER ROAD  
OLD TRAFFORD  
MANCHESTER M16 9FH