

DUPLICATE FOR THE FILE.

No. 103215



# Certificate of Incorporation

I Hereby Certify,

That

STAR ASSURANCE SOCIETY LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this eighteenth day of October One

Thousand Nine Hundred and thirty-four.

Registrar of Companies.

Certificate  
received by }

SIMMONS & SONS,  
1, THREADNEEDLE STREET,

Date

Oct. 22nd 1934.

Number of }  
Company }

502315

Form No. 41.

## THE COMPANIES ACT, 1929.



A 5s.  
Companies'  
Registration  
Fee Stamp  
must be  
impressed  
here.

DECLARATION of Compliance with the requirements of the  
Companies Act, 1929, on application for registration of a Company.

Pursuant to Section 15 (2).

REGISTERED  
18 OCT 1934

Insert the  
Name of the  
Company.

STAR ASSURANCE SOCIETY  
LIMITED.

Presented by

SIMMONS & SIMMONS

1, Threadneedle Street,

London E.C.2.

The Solicitors' Law Stationery Society, Limited,  
22 Chancery Lane, W.C.2; 27 & 28 Walbrook, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
15 Hanover Street, W.1; 19 & 21 North John Street, Liverpool, 2; and 66 St. Vincent Street, Glasgow.  
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

3, EDWARD COLEMAN SIMMONS

of 1 Threadneedle Street in the City of London

(a) Here insert:  
"A Solicitor of the  
"Supreme Court"  
(or in Scotland  
"an Enrolled Law  
"Agent") "engaged  
"in the formation."  
or  
"A person named  
"in the Articles of  
"Association as a  
"Director or  
"Secretary."

Do solemnly and sincerely declare that I am (a) a Solicitor of the  
Supreme Court engaged in the formation —

of Star Assurance Society Limited

Limited, and that all the requirements of the Companies Act, 1929,  
in respect of matters precedent to the registration of the said  
Company and incidental thereto have been complied with, and I make  
this solemn Declaration conscientiously believing the same to be true  
and by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at 3 Finch Lane  
in the City of London

the 13th day of October 1934

Edward C. Simmons

Before me,

H. B. [Signature]

This margin is reserved for binding and should not be written across.

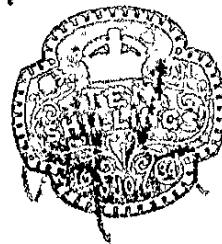
Number of }  
Company }

Form No. 25.

# THE STAMP ACT 1891.

(54 & 55 VICT., CH. 39.)

COMPANY LIMITED BY SHARES.



## Statement of the Nominal Capital

OF

*Star Assurance Society*

REGISTERED

18 OCT 1934

LIMITED.

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, by Section 39 of the Finance Act 1920, and Section 41 of the Finance Act 1933.

**NOTE.**—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Memorandum of Association or other Document when the Company is registered.

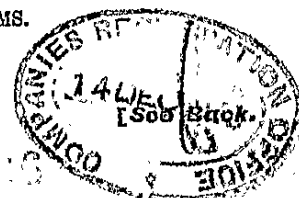
Presented by

*James James*

*1. Remembrance Street  
E.C.2.*

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED,  
22 Chancery Lane, W.C.2, 27 & 28 Walbrook, E.C.4, 49 Bedford Row, W.C.1, 6 Victoria Street, S.W.1,  
15 Hanover Street, W.1, 19 & 21 North John Street, Liverpool; and 66 St. Vincent Street, Glasgow.  
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies Form 6.



# THE NOMINAL CAPITAL

OF

Star Assurance Society, Limited,  
is £ 100, divided into 100  
Shares of One pound each.

\*Signature Samuel S. Simon

Officer Director for the Company

Dated the 13<sup>th</sup> day of October 1938

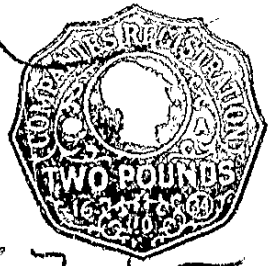
m g  
m h.

\* This Statement should be signed by an Officer of the Company.



298215/3

THE COMPANIES ACT, 1929.



COMPANY LIMITED BY SHARES.

REGISTERED

18 OCT 1934

## Memorandum of Association

OF

# STAR ASSURANCE SOCIETY LIMITED.

1. The name of the Company is "STAR ASSURANCE SOCIETY LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:—
  - (a) To carry on the business of insurance in any of its branches and to reinsure or counter-insure all or any of the risks undertaken by the Company.
  - (b) To insure or guarantee commercial and general credits including the guarantee of loans of bankers and others, trade debts, overdrafts, acceptances, promissory notes and all other debts and liabilities whether present or contingent, and the indemnification of sureties, guarantors and others against loss of every description, to guarantee moneys secured by or payable under or in respect of debentures, bonds, contracts, mortgages, charges, obligations and securities of any company, corporation or authority supreme municipal local or otherwise.

- (c) To guarantee the fidelity of persons filling situations of trust or confidence official or otherwise including Liquidators Receivers Attorneys Brokers Agents Guardians Trustees and Executors and to guarantee any such persons against liabilities resulting from misconduct of colleagues, fraud or tortious act, insolvency, bankruptcy, error of judgment or misfortune or the insufficiency, imperfection or deficiency in any security.
- (d) To undertake and execute the office of trustee, receiver and liquidator (whether official or otherwise) executor, administrator, committee, manager, attorney, delegate, substitute treasurer and any other offices or situations of trust or confidence, both public and private, and to perform and carry out the duties, functions and business incident thereto and connected therewith, either gratuitously or otherwise, and generally to transact all kinds of trust and agency business, either gratuitously or otherwise.
- (e) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or rights.
- (f) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (g) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures, mortgage debentures or debenture stock, payable to bearer or otherwise, and either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a Trust Deed or other assurance.
- (h) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way

of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose business or undertakings the Company is interested, whether directly or indirectly.

- (i) To accept and receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the debts, obligations and contracts of any person, firm or company whatsoever.
- (j) To lend money either with or without security, and generally to such persons or companies and upon such terms and conditions as the Company may think fit.
- (k) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or the dependents of such persons, and to establish and support, or to aid in the establishment and support, of any schools and any educational, scientific, literary, religious or charitable institution or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or not, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or of the persons employed by the Company.
- (l) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable or transferable instruments.
- (m) To purchase or otherwise acquire, hold sell and dispose of any real or personal property of any description, including lands, buildings and hereditaments, shares, stocks, debentures, debenture stocks, bonds, obligations, choses-in-action, and securities issued or guaranteed by any company constituted or carrying on business in the United Kingdom of Great Britain and Northern Ireland or in any British Dominions, colony, or dependency, or possession thereof, or in any foreign countries, and debentures, debenture stock, bonds, obligations and securities, issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad and to sell all or any of such



shares, stocks, debentures, debenture stocks, bonds, obligations, choses-in-action and securities or otherwise deal with the same as may from time to time be determined.

- (n) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid up shares, with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (o) To effect and maintain insurances against loss of or injury to any property of or any persons employed by the Company or against any other loss to the Company.
- (p) To pay all expenses incurred in connection with the formation, promotion, and incorporation of the Company, and any company formed by the Company or any company in which this Company is or may contemplate being interested, 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, debentures or securities of this Company or any company promoted by this Company.
- (q) To promote, form, establish, or aid in the promotion, formation or establishment of any company or companies, association or associations, subsidiary to this Company or otherwise, for the purpose of acquiring or purchasing or taking over the entire undertaking of this Company, or any of its subsidiary undertakings, or any property or rights of this Company, or any of its contracts, options or liabilities, or for any other purpose which the Company or its Directors may deem directly or indirectly calculated to benefit this Company, or any land or estate in which it is interested, or to assist in the attainment or promotion of its objects, and to subscribe for, place, guarantee the placing of, underwrite or pay commissions, to secure the subscription of the capital or securities of or loans to any such company.
- (r) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions

of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.

- (s) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner, deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (t) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking subject to the liabilities of this or any such other company as aforesaid, with or without winding up or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership or any arrangement of the nature of partnership or in any other manner.
- (u) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (v) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (w) To do all such other things as are incidental or may be thought conducive to the attainment of the above objects or any of them, and it is hereby declared that the word "Company" in this Memorandum when applied otherwise than to this Company shall be deemed to include any partnership or other body of persons, whether corporate or not, and whether domiciled in the United Kingdom or

Provided that nothing herein contained shall empower the Company to carry on the business of assurance or to grant annuities within the meaning of the Assurance Companies Act, 1909, as extended by the Industrial Assurance Act, 1923, and the Road Traffic Act, <sup>1930 to 1934</sup> ~~1930~~, or to re-insure or counter-insure any risks under any class of assurance business to which these Acts apply.

4. The liability of the Members is limited.
5. The share capital of the Company is £100, divided into 100 shares of £1 each.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<p><i>M. Gumprecht</i>  <i>12. Mount Pleasant</i>  <i>Mansions</i>  <i>Upper Clapton E.5</i>  <i>clerk</i></p>	<p><i>one</i></p>
<p><i>M. Howard</i>  <i>2, Gloucester Gardens,</i>  <i>The Drive,</i>  <i>Ilford,</i>  <i>Essex.</i>  <i>clerk</i></p>	<p><i>one</i></p>

Dated the <sup>4th</sup> *13*- day of <sup>October</sup> ~~December~~, 193~~4~~<sup>7</sup>

Witness to the above Signatures—

*A. R. Stephens*  
*Solicitor*  
*1 Broadmead Street.*  
*E.C. 2.*



293215



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Articles of Association  
OF

REGISTERED  
18 OCT 1934

**STAR ASSURANCE SOCIETY**  
**LIMITED.**

PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained in Table "A" in the First Schedule to the Companies Act, 1929 (hereinafter referred to as "Table A.") shall apply to the Company.

2. Clauses 19, 45, 50, 64, 65, 66, 69, 72, 82, 101 and 104 of Table "A" shall not apply to the Company, but the clauses hereinafter contained, and the remaining clauses of Table "A," subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

PRIVATE COMPANY.

3. The Company is a "Private Company" within the meaning of Section 26 of the Companies Act, 1929, and accordingly (1) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company; (2) the number of the Members of the Company (not including persons who are in the employment of the Company, and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares



in the Company jointly, they shall be treated as a single Member; and (3) the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.

#### SHARES.

4. The shares shall be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, subject always to Clause 3 hereof, and provided that no shares shall be issued at a discount, except as provided by Section 47 of the Companies Act, 1929.

5. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, provided that the commission does not exceed 10 per cent. of the price at which such shares are issued, or an amount equivalent thereto, and such commission may be paid, in whole or in part, in cash or fully or partly paid shares of the Company, as may be arranged. The statement required by Section 43 of the Companies Act, 1929, shall be duly delivered to the Registrar of Companies for registration, and Section 42 of the same Act shall where necessary be duly complied with, and the amount of any such commission shall be stated in the balance sheets and annual returns of the Company as required by Sections 44 and 108 of the same Act.

#### TRANSFER OF SHARES.

6. No transfer of any share in the capital of the Company to any person not already a Member of the Company shall be made or registered without the previous sanction of the Directors, who may, without assigning any reason, decline to give any such sanction, and shall so decline in the case of any transfer the registration of which would involve a contravention of Clause 3 hereof. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year. The Directors may decline to recognise any instrument of transfer unless (A) such fee, not exceeding two shillings and sixpence, as the Directors may from time to time determine, is paid to the

Company in respect thereof; and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The Directors may decline to register any transfer of any shares on which the Company has a lien. If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by Section 66 of the Companies Act, 1929.

#### PROCEEDINGS AT GENERAL MEETINGS.

7. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Two Members personally present shall be a quorum.

8. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two Members entitled to vote at the meeting or by the holder or holders present in person or by proxy of at least one-twentieth part of the issued ordinary share capital of the Company, and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company, shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

#### DIRECTORS.

9. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than five. The first Directors shall be appointed by the subscribers hereto by an instrument in writing under their hands.

10. The Directors shall be entitled by way of remuneration to such sums as shall from time to time be voted to them by the Company in General Meeting and such sums shall be divided among the Directors as they shall agree or failing agreement equally. The Directors shall

also be entitled to be repaid all travelling hotel and other expenses incurred by them in or about the business of the Company including their expenses of travelling to and from Board or Committee Meetings.

### POWERS AND DUTIES OF DIRECTORS.

11. Clause 68 of Table "A" shall be modified by omitting therefrom all the words therein after the words "from any cause to be a Director."

12. The Directors may borrow or raise from time to time for the purposes of the Company such sums as they think fit and may secure the repayment or payment of any such sums by mortgage or charge upon all or any of the property or assets of the Company or by the issue of debentures (whether at par or at a discount <sup>or</sup> premium) or otherwise as they may think fit.

*4/19/29*  
*Moh.*

### DISQUALIFICATION OF DIRECTORS.

13. The office of a Director shall be vacated:—

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he absents himself from the meetings of the Directors during a continuous period of six months without special leave of absence from the other Directors (if at any time there are more than two Directors), and they pass a resolution that he has by reason of such absence vacated office.
- (3) If he becomes bankrupt or insolvent, or enters into any arrangement with his creditors.
- (4) If he ceases to hold the number of shares required to qualify him for office or does not acquire the same within two months after election or appointment.
- (5) If he is prohibited from being a Director by an order made under any of the provisions of the Companies Act, 1929, Section 217 or Section 275.



(6) If he is found lunatic or becomes of unsound mind.

14. A Director may hold any other office or place of profit under the Company, except that of Auditor, upon such terms as to remuneration, tenure of office and otherwise as may be determined by the Board.

15. Each Director shall have the power from time to time to nominate any person approved for that purpose by a majority of the other Directors of the Company to act as alternate Director in his place and stead at all meetings and in all proceedings on which, and on all occasions when he shall not himself act, and on such appointment being made the alternate Director shall, except as to qualification and remuneration, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and the Director so nominated shall not be responsible for the acts and defaults of the alternate Director so appointed. An alternate Director shall, *ipso facto*, vacate office if and when the Director so nominating him vacates office as a Director or removes the nominee from office; every such nomination and removal under this clause shall be effected in writing under the hand of the Director making the same.

16. A Director or alternate Director may contract with and be interested in any contract or arrangement with the Company in the same manner as if he were not a Director or alternate Director and shall not be liable to account for any profit made by him by reason of any such contract or arrangement and may vote thereon notwithstanding that there may not be an independent Board or that the only Members of the Board are interested parties, provided that the nature of the interest of the Directors in any such contract or arrangement must be declared at a meeting of the Directors as required by Section 149 of the Companies Act, 1929.

#### PROCEEDINGS OF DIRECTORS.

17. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.

18. A resolution in writing signed by every Member of the Board shall have the same effect and validity as a resolution of the Board duly passed at a meeting of the Board duly convened and constituted.

## WINDING UP.

19. In a winding up the Liquidator may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the Members in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is determined to be made otherwise than in accordance with the existing rights of the Members, every Member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed pursuant to Section 234 of the Companies Act, 1929.

## INDEMNITY.

20. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities (including any such liability as is mentioned in Paragraph (c) of the proviso to Section 152 of the Companies Act, 1929) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the said section.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

---

M. Gamfrucht  
 12, Mount Pleasant Mansions  
 Upper Clapton E-5  
 Clerk.

M. Howard,  
 2, Gloucester Gardens,  
 The Drive,  
 Ilford,  
 Essex.

Clerk.

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Dated the 13<sup>th</sup> day of <sup>October</sup> ~~December~~, 1934

Witness to the above Signatures—

M. Stephens

S. Maister

1, Threadneedle Street,  
 London. E.C.2.