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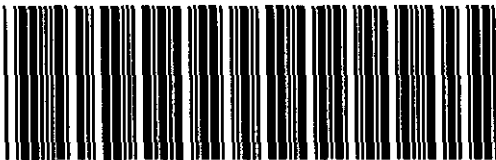
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 4210919

The Registrar of Companies for England and Wales hereby certifies that  
KINGFISHER GIFT VOUCHERS 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 3rd May 2001



\*N04210919D\*

*R Reaues*  
Miss C Reaues  
For The Registrar Of Companies



COMPANIES HOUSE

## Declaration on application for registration

Please complete in typescript,  
or in bold black capitals.

CHFP010.

**Company Name in full**

KINGFISHER GIFT VOUCHERS LIMITED

I, MARTIN HOWARD STOKES

of 1 HAZEL GROVE, WINCHESTER, HAMPSHIRE SO22 4PQ

† Please delete as appropriate

do solemnly and sincerely declare that I am a † ~~Solicitor engaged in the formation of the company~~ [person named as director or secretary 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.

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**



Declared at NORTH WEST HOUSE, 119 MARYLEBONE ROAD, LONDON NW1 5PX

Day Month Year

on

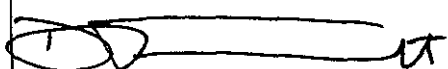
19 04 2001

● Please print name

● before me

DAVID NOEL LLOYD FAWCETT

**Signed**

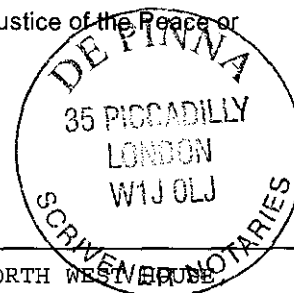


Date

19th APRIL 2001

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

D.N.L. FAWCETT  
Scrivener Notary of London, England



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.

MRS K BROWN, C/O KINGFISHER PLC, NORTH WEST HOUSE

119 MARYLEBONE ROAD, LONDON NW1 5PX

Tel 0202 7725 5762

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**

Please complete in typescript,  
or in bold black capitals.

CHFP010.

Notes on completion appear on final page

## Company Name in full

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

KINGFISHER GIFT VOUCHERS LIMITED

## Proposed Registered Office

(PO Box numbers only, are not acceptable)

Post town

County / Region

NORTH WEST HOUSE
119 MARYLEBONE ROAD
LONDON
Postcode NW1 5PX

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

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

<input type="checkbox"/>	

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.

MRS K BROWN, C/O KINGFISHER PLC, NORTH WEST HOUSE, 119	
MARYLEBONE ROAD, LONDON NW1 5PX	
Tel 020 7725 5762	
DX number	DX exchange



A37  
COMPANIES HOUSE

0277  
03/05/01

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

for companies registered in Scotland

**DX 235 Edinburgh**

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


Company name		KINGFISHER GIFT VOUCHERS LIMITED	
Name	* Style / Title	MR	* Honours etc FCA
Forename(s)		MARTIN HOWARD	
Surname		STOKES	
Previous forename(s)			
Previous surname(s)			
Address		1 HAZEL GROVE	
Usual residential address		WINCHESTER	
For a corporation, give the registered or principal office address.		Post town	HAMPSHIRE
County / Region		Postcode	SO22 4PQ
Country			
I consent to act as secretary of the company named on page 1			
Consent signature			Date 12/4/01

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

Please list directors in alphabetical order

Name	* Style / Title	MS	* Honours etc	FCIS
Forename(s)		HELEN MARY		
Surname		JONES		
Previous forename(s)				
Previous surname(s)				
Address		HOUGHTON PARK FARM		
Usual residential address		HAZELWOOD LANE		
For a corporation, give the registered or principal office address.		Post town	AMPTHILL	
County / Region		BEDFORDSHIRE	Postcode	MK45 2EZ
Country				
Date of Birth		Day 2	Month 8	Year 041955
Nationality		BRITISH		
Business occupation		COMPANY SECRETARY		
Other directorships		SEE ATTACHED LIST		
I consent to act as director of the company named on page 1				
Consent signature			Date 12th April 2001	


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

* Voluntary details.	<b>Name</b>	* Style / Title	MS	* Honours etc						
		Forename(s)	HELEN							
		Surname	WEIR							
		Previous forename(s)								
		Previous surname(s)	LUING							
	<b>Address</b>	OLD BASING HOUSE								
	<b>Usual residential address</b>	THE STREET								
For a corporation, give the registered or principal office address.		Post town	OLD BASING							
		County / Region	HAMPSHIRE	Postcode	RG24 7DA					
		Country								
	<b>Date of Birth</b>	Day	Month	Year	<b>Nationality</b>					
		1	7	0	8	1	9	6	2	BRITISH
	<b>Business occupation</b>	FINANCE DIRECTOR								
	<b>Other directorships</b>	SEE ATTACHED LIST								
	I consent to act as director of the company named on page 1									
	<b>Consent signature</b>				<b>Date</b>					
					12 <sup>th</sup> April 2001					

This section must be signed by Either  
an agent on behalf of all  
subscribers

**Signed**  **Date**

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

<b>Signed</b>	 FOR KINGFISHER GROUP LIMITED	<b>Date</b>	12 <sup>th</sup> April 2001
<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>
<b>Signed</b>	<input type="text"/>	<b>Date</b>	<input type="text"/>

# **List of other directorships** **Schedule to form 10**

**Company Number**

**Company name in full**

Kingfisher Gift Vouchers Limited

**Name**

Ms Helen Mary Jones

<b>Company Name</b>
B&Q (Guernsey) Limited
Budget Video Services Limited
e-Kingfisher Limited
Electric Finance Limited
Entertainment Europe Limited
Entertainment Express Limited
Entertainment USA Limited
eUK Direct Limited
Flogistics Limited
Halcyon Electrics Limited
Halcyon Finance Limited
Halcyon GM Limited
Halcyon Retail Services Limited
Halcyon Sourcing Limited
Hera Finance Limited
Kidstore Limited
Kingfisher Challenges Limited
Kingfisher Entertainment Group Limited
Kingfisher Finance Ireland
Kingfisher Group Limited
Kingfisher Insurance Limited
Kingfisher International Holdings Limited
Kingfisher Investments Ireland
Kingfisher Nominees Limited
Kingfisher Quest Trustee Limited
Kingfisher Reinsurance Limited
Sandelcroft Jersey Limited
Sandelcroft Limited
Signpost Retail plc
Starvision Enterprises Limited
Woolco Limited
Woolworth Holdings Limited
Woolworth Services Limited
Zeus Land Investments Limited
British Retail Consortium
Crown Prosecution Service Inspectorate

# **List of other directorships** **Schedule to form 10**

## **Company Number**

**Company name in full** Kingfisher Gift Vouchers Limited

**Name** Ms Helen Weir

<b>Company Name</b>
Aromatic Duck Limited
B&Q (Guernsey) Limited
B&Q Estates
B&Q plc
Budget Video Services Limited
Dickens Limited
e-Kingfisher Limited
Electric Finance Limited
Entertainment Europe Limited
Entertainment Express Limited
Entertainment USA Limited
eUK Direct Limited
Halcyon Electrics Limited
Halcyon Finance Limited
Halcyon GM Limited
Halcyon Retail Services Limited
Halcyon Sourcing Limited
Hera Finance Limited
Kingfisher Entertainment Group Limited
Kingfisher Finance Ireland
Kingfisher Group Limited
Kingfisher International France Limited
Kingfisher International Holdings Limited
Kingfisher Investments Ireland
Kingfisher Limited
Kingfisher Nominees Limited
Kingfisher plc
Sandelcroft Jersey Limited
Sandelcroft Limited
Signpost Retail plc
Starvision Enterprises Limited
Time Finance Limited
Time Retail Finance Limited
Woolco Limited
Woolworth Holdings Limited
Zeus Land Investments Limited
Chambre de Commerce Francaise de Grande-Bretagne
Skillsgroup plc

114708 4210919 008292 L20 S10AY

**THE COMPANIES ACT 1985 & 1989**

100

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**A PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION**

**of**

**INGFISHER GIFT VOUCHERS LIMITED**

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1. The name of the Company is "Kingfisher Gift Vouchers Limited".
2. The registered office of the Company is to be situated in England and Wales.
3. The objects for which the Company is established are:
  - (a) To carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to the board of directors directly or indirectly to advance the interests of the Company.
  - (b) To enter into such commercial or other transactions in connection with any trade or business of the Company as may seem to the board of directors desirable for the purpose of the Company's affairs.
  - (c) To apply for, purchase or otherwise acquire, protect, maintain and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired and to experiment with any such rights which the Company may propose to acquire.
  - (d) To invest and deal with the moneys of the Company not immediately required in any manner and hold and deal with any investment so made.



- (e) To pay or to provide or to make such arrangements for providing such gratuities, pensions, benefits, share option and acquisition schemes, loans and other matters and to establish, support, subsidise and subscribe to any institutions, associations, clubs, schemes, funds or trusts (whether to or for the benefit of present or past directors or employees of the Company or its predecessors in business or of any company which is a subsidiary company of the Company or is allied to or associated with the Company or with any such subsidiary company or to or for or for the benefit of persons who are or were related to or connected with or dependants of any such directors or employees) as may seem to the board of directors directly or indirectly to advance the interests of the Company.
- (f) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable and transferable instruments.
- (g) To act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co-operation, joint venture or otherwise) with other persons or companies as may seem to the board of directors to advance the interests of the Company and to vest any property of the Company in any person or company on behalf of the Company and with or without any declaration of trust in favour of the Company.
- (h) To apply for, promote and obtain any Act of Parliament, charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem to the board of directors to be expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
- (i) To sell, lease, dispose of, grant rights over or otherwise deal with the whole or any part of the undertaking, property or assets of the Company on such terms as the board of directors may decide, and to distribute any property or assets of the Company of whatever kind in specie among the members of the Company.
- (j) To pay for any rights or property acquired by the Company and to remunerate any person or company, whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part, or by any other method the board of directors thinks fit.
- (k) To establish or promote companies and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, hold, dispose of and deal with, and guarantee the payment of interest, dividends and capital on all or any of the shares, debentures, debenture stock or other securities or obligations of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue on such terms as the board of directors may decide.

- (l) To co-ordinate, finance and manage all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of the Company and generally to carry on the business of a holding company.
  - (m) To carry on through any subsidiary or associated company any activities which the Company is authorised to carry on and to make any arrangements whatsoever with such company (including any arrangements for taking the profits or bearing the losses of any such activities) as the board of directors thinks fit.
  - (n) To raise or borrow money in such manner as the board of directors thinks fit and to receive deposits and to mortgage, charge, pledge or give liens or other security over the whole or any part of the Company's undertaking, property and assets (whether present or future), including its uncalled capital, for such purposes and in such circumstances and on such terms and conditions as the board of directors thinks fit.
  - (o) To lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, and whether secured or unsecured, whether in respect of its own obligations or those of some other person or company, in such circumstances and on such terms and conditions as the board of directors thinks fit.
  - (p) To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company.
  - (q) To contribute to or support any public, general, political, charitable, benevolent or useful object, which it seems to the board of directors to be in the interests of the Company or its members to contribute to or support.
  - (r) To do all or any of the things stated in this clause 3 in any part of the world whether as principal, agent or trustee or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise.
  - (s) To do all such other things as the board of directors considers will further the interests of the Company or to be incidental or conducive to the attainment of all or any of the objects stated in this clause 3.
4. The objects stated in each part of clause 3 shall not be restrictively construed but shall be given the widest interpretation. In clause 3, the word "company" shall be deemed, except where used to refer to the Company, to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere. Except where the context expressly so requires, none of the sub-clauses of clause 3, or the objects stated in clause 3, or the powers conferred by clause 3 shall be limited by, or be deemed subsidiary or auxiliary to, any other sub-clause of clause 3, or any other object stated in clause 3 or any other power conferred by clause 3.

5. The liability of the members is limited.
6. The share capital of the Company is £100, divided into 100 Ordinary shares of £1.00 each.

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

No. of shares taken  
By each Subscriber  
Two

Kingfisher Group Limited  
North West House  
119 Marylebone Road  
London NW1 5PX

  
.....  
Signed on behalf of Kingfisher Group Limited

Dated 12th April 2001

Witness to the above signatures:



Martin H Stokes, 1 Hazel Grove, Winchester, Hampshire SO22 4PQ

# THE COMPANIES ACT 1985 & 1989

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A PRIVATE COMPANY LIMITED BY SHARES

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## ARTICLES OF ASSOCIATION of KINGFISHER GIFT VOUCHERS LIMITED

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### PRELIMINARY

- Table A      1.(1)      Subject as otherwise provided herein, the regulations in Table A in the Companies (Tables A-F) Regulations 1985 as amended prior to the adoption of the articles ("Table A") shall apply to the company to the exclusion of any other regulations which would fall to constitute the company's articles of association pursuant to section 8(2) of the Act.
- (2)      The following provisions of Table A shall not apply to the company:-
- (a)    in regulation 1, the definitions of "the articles", "executed" and "the seal";
  - (b)    regulation 2;
  - (c)    in regulation 38, the final sentence;
  - (d)    regulation 54;
  - (e)    regulations 60 and 61;
  - (f)    in regulation 62:-
    - (i)    the words "not less than 48 hours" in subparagraph (a);
    - (ii)   the words "not less than 24 hours" in subparagraph (b);
  - (g)    regulation 72;

- (h) regulation 88;
- (i) regulations 93 to 98 inclusive;
- (j) regulation 112;
- (k) regulation 115;
- (j) regulation 118.

Interpretation 2.(1) In the articles, except where the subject or context otherwise requires, the words defined in the first column of the following table shall bear the meanings set opposite them respectively in the second column.

The articles	These articles of association, incorporating Table A (as applicable to the company), as altered from time to time by special resolution.
Director	A director of the company.
The directors	The directors or any of them acting as the board of directors of the company.
Dividend	Dividend or bonus.
Member	A member of the company.
Paid	Paid or credited as paid.
The seal	The common seal of the company and includes any official seal kept by the company by virtue of sections 39 or 40 of the Act.

References to a document being executed include references to its being executed under hand or under seal or by any other method.

References to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form.

Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include corporations.

Subject to the final paragraph of regulation 1 of Table A (as applicable to the company), references to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force.

Headings are inserted for convenience only and do not affect the construction of the articles.

- (2) In the articles, (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given thereto; (b) the word "directors" in the context of the exercise of any power contained in the articles includes any committee consisting of one or more directors, any directors holding executive office and any local or divisional board, manager or agent of the company to which or, as the case may be, to whom the power in question has been delegated; (c) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and (d) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under the articles or under another delegation of the power.

#### SHARE CAPITAL

- |                            |    |   |
|----------------------------|----|---|
| Share capital              | 3. | The share capital of the Company upon adoption of the articles is £100, divided into 100 Ordinary shares of £1 each.  |
| Shares with special rights | 4. | Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares or class of shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine or, subject to and in default of such determination, as the directors shall determine.  |
| Allotment                  | 5. | Subject to the provisions of the Act relating to authority, pre-emption rights or otherwise and of any resolution of the company in general meeting passed pursuant thereto, and, in the case of redeemable shares, to the provisions of regulation 3 of Table A (as applicable to the company), all unissued shares for the time being in the capital of the company shall be at the disposal of the directors, and the directors may (subject as aforesaid) allot (with or without conferring a right of renunciation), grant options over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as it thinks fit. |

#### NOTICE OF GENERAL MEETINGS

- |                              |    |  |
|------------------------------|----|--|
| To whom notice must be given | 6. | At the end of regulation 38 of Table A (as applicable to the company) there shall be added the following sentence:-<br><br>"Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the Members and to all persons entitled to a share in consequence of the death or bankruptcy of a Member, but need not be given to the directors in their capacity as such." |
|------------------------------|----|--|

## PROCEEDINGS AT GENERAL MEETINGS

- |  |    |  |
|--|----|--|
| Effectiveness of special and extraordinary resolutions | 7. | Where for any purpose an ordinary resolution of the company is required, a special or extraordinary resolution shall also be effective and where for any purpose an extraordinary resolution is required a special resolution shall also be effective. |
|--|----|--|

## VOTES OF MEMBERS

- |               |    |  |
|---------------|----|--|
| Right to vote | 8. | Subject to any rights or restrictions attached to any shares, on a show of hands every member who is present in person or by proxy shall have one vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder. |
|---------------|----|--|

## PROXIES AND REPRESENTATIVES OF BODIES CORPORATE

- |                             |     |   |
|-----------------------------|-----|---|
| Appointment of proxy        | 9.  | An instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney or, if the appointor is a corporation, either under its common seal or the hand of a duly authorised officer, attorney or other person authorised to sign it.  |
| Form of proxy               | 10. | Instruments of proxy shall be in any usual form or in any other form which the directors may approve.   |
| Validity of form of proxy   | 11. | The instrument of proxy shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.  |
| Proxies of bodies corporate | 12. | For so long as the company is a subsidiary, any director or secretary of a body corporate which is a member of the company (each such person being hereafter referred to as a "Qualifying Representative") shall be recognised as the proxy of that body corporate unless the body corporate has delivered to the company in relation to the meeting a valid instrument of proxy which has not been revoked. If more than one Qualifying Representative of a body corporate is present at any meeting of the company, such persons shall agree between them who shall act as proxy for the body corporate. In default of their promptly so agreeing, the Chairman of the meeting shall direct which person shall act as proxy of the body corporate and his decision shall be final. All acts done by a Qualifying Representative who acts as proxy pursuant to the provisions of this article shall, notwithstanding that it afterwards be discovered that there was a defect in his appointment or that he was disqualified from holding office, or had vacated office, or that he was not authorised by the body corporate to do the act in question, be as valid as if such Qualifying Representative had been duly appointed and was qualified and had continued to hold the relevant office and had been duly authorised to do the act in question. |

## ALTERNATE DIRECTORS

- |  |  |
|--|--|
| Alternates representing more than one director | 13.(1) At the end of regulation 66 of Table A (as applicable to the company) there shall be added the following sentence:-<br><br>“A director or any other person approved pursuant to regulation 65 of Table A (as applicable to the company) may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the directors or any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.” |
| Termination of appointment                     | (2) At the end of regulation 67 of Table A (as applicable to the company) there shall be added the following sentence:-<br><br>“The appointment of an alternate director shall also determine automatically on the happening of any event which, if he were a director, would cause him to vacate his office as director.”   |
| Mode of appointment and removal                | (3) The words “or in any other manner approved by the directors” in regulation 68 of Table A (as applicable to the company) shall be deleted and the following shall be added to that regulation:-<br><br>“and shall take effect in accordance with the terms of the notice, subject to any approval required by regulation 65 of Table A (as applicable to the company), on receipt of such notice at the registered office of the company.”  |

## DELEGATION OF POWERS OF THE DIRECTORS

- |                             |  |
|-----------------------------|--|
| Committees of the directors | 14. The directors may delegate any of their powers to any committee consisting of one or more directors. The directors may also delegate to any director holding any executive office such of their powers as the directors consider desirable to be exercised by him. Any such delegation shall, in the absence of express provision to the contrary in the terms of delegation, be deemed to include authority to sub-delegate to one or more directors (whether or not acting as a committee) or to any employee or agent of the company all or any of the powers delegated and may be made subject to such conditions as the directors may specify, and may be revoked or altered. Subject to any conditions imposed by the directors, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying. |
|-----------------------------|--|



Local boards,  
etc.

15. The board may establish local or divisional boards or agencies for managing any of the affairs of the company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of the local or divisional boards, or any managers or agents, and may fix their remuneration. The board may delegate to any local or divisional board, manager or agent any of the powers, authorities and discretions vested in or exercisable by the board, with power to sub-delegate, and may authorise the members of any local or divisional board, or any of them, to fill any vacancies and to act notwithstanding vacancies. Any appointment or delegation made pursuant to this article may be made upon such terms and subject to such conditions as the board may decide and the board may remove any person so appointed and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it.

Offices  
including the  
title "director"

16. The directors may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the company such a designation or title and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the company, nor shall the holder thereby be empowered in any respect to act as, or be deemed to be, a director of the company for any of the purposes of the articles.

#### APPOINTMENT AND REMOVAL OF DIRECTORS

Appointment  
and removal by  
Kingfisher plc

17.(1) While the company is a subsidiary, Kingfisher plc ( a company registered in England with registered number 1664812) may appoint any person to be a director or remove any director from office. Every such appointment or removal shall be in writing and signed by or on behalf of the said company and shall take effect upon receipt at the registered office of the company or by the secretary.

Appointment by  
the directors

(2) While the company is a subsidiary, the directors shall have power to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors, subject to any maximum for the time being in force, and, subject to regulation 81 of Table A (as applicable to the company), any director so appointed shall hold office until he is removed pursuant to article 17.(1).

Retirement by  
rotation

(3) While the company is a subsidiary, regulations 73 to 80 (inclusive) shall not apply to the company and all references elsewhere in Table A (as applicable to the company) to retirement by rotation shall be modified accordingly.

Disqualification      18.      At the end of regulation 81 of Table A (as applicable to the company) there shall be added the following sub-paragraph:-

“; or

(f) he is requested to resign in writing by not less than three quarters of the other directors. In calculating the number of directors who are required to make such a request to the director, (I) there shall be excluded any alternate director appointed by him acting in his capacity as such; and (ii) a director and any alternate director appointed by him and acting in his capacity as such shall constitute a single director for this purpose, so that the signature of either shall be sufficient”.

#### DIRECTORS' APPOINTMENTS AND INTERESTS

Exercise by  
company of  
voting rights      19.      The directors may exercise the voting power conferred by the shares in any body corporate held or owned by the company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing any or all of them directors of such body corporate, or voting or providing for the payment or giving of remuneration or other benefits to the directors of such body corporate).

Notification of  
interests      20.      At the end of regulation 86 of Table A (as applicable to the company) there shall be added the following sub-paragraph:-

“; and

(c)      a director shall not in any circumstances be required to disclose to the directors that he is a director or other officer or, or employed by, or interested in shares or other securities of, any body corporate which is the ultimate holding company of the company or is a subsidiary of such ultimate holding company”.

## GRATUITIES, PENSIONS AND INSURANCE

- |                                 |        |  |
|---------------------------------|--------|--|
| Insurance                       | 21.(1) | Without prejudice to the provisions of article 34, the directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, or employees of the company, or of any other company which is its holding company or in which the company or such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the company, or of any subsidiary undertaking of the company or any such other company, or who are or were at any time trustees of any pension fund in which employees of the company or any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in relation to their duties, powers or offices in relation to the company or any such other company, subsidiary undertaking or pension fund. |
| Directors not liable to account | (2)    | Without prejudice to the generality of regulation 85 of Table A (as applicable to the company), no director or former director shall be accountable to the company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company.  |
| Section 719 of the Act          | 22.    | Pursuant to section 719 of the Act, the directors are hereby authorised to make such provision as may seem appropriate for the benefit of any persons employed or formerly employed by the company or any of its subsidiaries in connection with the cessation or the transfer of the whole or part of the undertaking of the company or any subsidiary. Any such provision shall be made by a resolution of the directors in accordance with the said section.  |

## PROCEEDINGS OF DIRECTORS

- |                    |     |  |
|--------------------|-----|--|
| Convening meetings | 23. | Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the company for this purpose. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. Any director may waive |
|--------------------|-----|--|

- Resolutions in writing
24. notice of a meeting and any such waiver may be retrospective. A resolution in writing signed by all the directors entitled to receive notice of a meeting of the directors or of a committee of the directors (not being less than the number of directors required to form a quorum of the directors) shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of the directors duly convened and held and for this purpose: -
- (a) a resolution may consist of several documents to the same effect each signed by one or more directors;
  - (b) a resolution signed by an alternate director need not also be signed by his appointor; and
  - (c) a resolution signed by a director who has appointed an alternate director need not also be signed by the alternate director in that capacity.
- Meetings by telephone, etc.
25. Without prejudice to the first sentence of article 23, a meeting of the directors or of a committee of the directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously. A director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairman of the meeting then is. The word "meeting" in the articles shall be construed accordingly.

- Directors' power to vote on contracts in which they are interested
26. A director may vote at any meeting of the directors or of a committee of the directors on any resolution concerning a transaction or arrangement with the company or in which the company is interested, or concerning any other matter in which the company is interested, notwithstanding that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the company.

#### SEAL

- Official seal for use abroad
27. The company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad.

#### DEEDS

- Execution by company under hand
28. Where the Act so permits, any instrument signed with the authority of a resolution of the directors or a committee of the directors by one director and the secretary or by two directors and expressed to be executed by the company as a deed shall have the same effect as if executed under the seal, provided that no instrument which makes it clear on its face that it is intended by the persons making it to have effect as a deed shall be signed without the authority of the directors.
- Delivery of deeds
29. A document which is executed by the company as a deed shall not be deemed to be delivered by the company solely as a result of its having been executed by the company.

#### CERTIFICATION

- Certified copies
30. Any director or the secretary or any person appointed by the directors for the purpose shall have power to authenticate any documents affecting the constitution of the company and any resolutions passed by the company or the holders of any class of shares of the company or the directors or any committee of the directors, and any books, records, documents and accounts relating to the business of the company, and to certify copies thereof or extracts therefrom as true copies or extracts. A document purporting to be a copy of a resolution, or the minutes of or an extract from the minutes of a meeting of the company or the holders of any class of shares of the company or of the directors or any committee of the directors that is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

## RECORD DATES

- Record dates for dividends, etc. 31 Notwithstanding any other provision of the articles, the company or the directors may fix any date as the record date for any dividend, distribution, allotment or issue, and such record date may be on, or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made.

## NOTICES

- Method of giving notice 32. The company may serve or deliver any notice or other document on or to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by sending it by facsimile transmission to the member at the last telephone number (if any) which the member has given the company for this purpose. In the case of joint holders of a share, all notices or other documents shall be served on or delivered to the joint holder whose name stands first in the register of members in respect of the joint holding and any notice or other document so served or delivered shall be deemed for all purposes sufficient service on or delivery to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise: -

- (a) no such member shall be entitled to receive any notice from the company;
- (b) without prejudice to the generality of the foregoing, any notice of a general meeting of the company which is in fact given or purports to be given to such members shall be ignored for the purpose of determining the validity of the proceedings at such general meeting.

- When notices by post deemed served 33.(1) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice sent by post shall be deemed given:-

- (a) if sent by first class post from an address in the United Kingdom or another country to another address in the United Kingdom or, as the case may be, that other country, on the day following that on which the envelope containing it was posted;

(b) if sent by airmail from an address in the United Kingdom to an address outside the United Kingdom, on the day following that on which the envelope containing it was posted; and

(c) in any other case, on the fifth day following that on which the envelope containing it was posted.

When other notices deemed given (2) A notice left at the registered address of a member or sent by facsimile transmission to a member at the last telephone number (if any) which the member has given the company for this purpose shall be deemed given at the time the notice is received.

### INDEMNITY

Indemnity to directors, officers, etc. 34. Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer of the company shall be indemnified out of the assets of the company against all costs, charges, losses, expenses and liabilities incurred by him in the execution or discharge of his duties or the exercise of his powers or otherwise in relation thereto, including (but without limitation) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.


We, the subscribers to these Articles of Association, wish to be formed into a company pursuant to these articles and agree to take the number of shares shown opposite our respective names.

Names and Addresses of Subscribers

No of shares taken  
By each Subscriber

Kingfisher Group Limited  
North West House  
119 Marylebone Road  
London NW1 5PX

Two

  
.....  
Signed on behalf of Kingfisher Group Limited

Dated 12th April 2001

Witness to the above signature:

Martin H Stokes, 1 Hazel Grove, Winchester, Hampshire  
SO22 4PQ

