

SH01

Return of allotment of shares

BLUEPRINT

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

✗ **What this form is NOT**
You cannot use this form
notice of shares taken by
on formation of the com
for an allotment of a new
shares by an unlimited c

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21/05/2010

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COMPANIES HOUSE

1 Company details

Company number 0 2 7 9 2 4 1 1

Company name in full Sheldon Holdings Limited

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Allotment dates ①

From Date ^d2 ^d7 ^m0 ^m1 ^y2 ^y0 ^y1 ^y0

To Date ^d ^d ^m ^m ^y ^y ^y ^y

① **Allotment date**
If all shares were allotted on the
same day enter that date in the
'from date' box. If shares were
allotted over a period of time,
complete both 'from date' and 'to
date' boxes.

3 Shares allotted

Please give details of the shares allotted, including bonus shares

② **Currency**
If currency details are not
completed we will assume currency
is in pound sterling

Class of shares (E.g. Ordinary/Preference etc.)	Currency ②	Number of shares allotted	Nominal value of each share	Amount paid (including share premium)	Amount (if any) unpaid (including share premium)
Ordinary shares of £1.00 each	GBP	1,266,378,133	1.00	1.00	0.00

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

Details of non-cash
consideration

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

1,288,427,366 shares of £1.00 each in Zeus Land Investments Limited

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Statement of capital

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

4 Statement of capital (Share capital in pound sterling (£))

Please complete the table below to show each class of shares held in pound sterling. If all your issued capital is in sterling, only complete Section 4 and then go to Section 7

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Ordinary shares of £1.00 each	1.00	0.00	1,760,399,139	£ 1,760,399,139
				£
				£
				£
Totals			1,760,399,139	£ 1,760,399,139

5 Statement of capital (Share capital in other currencies)

Please complete the table below to show any class of shares held in other currencies.
Please complete a separate table for each currency.

Currency				
Class of shares (E g Ordinary / Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

6 Statement of capital (Totals)

	Please give the total number of shares and total aggregate nominal value of issued share capital	③ Total aggregate nominal value Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc.
Total number of shares	1,760,399,139 Ordinary shares of £1.00 each	
Total aggregate nominal value ③	£1,760,399,139.00	

① Including both the nominal value and any share premium

② E.g. Number of shares issued multiplied by nominal value of each share

Continuation Pages
Please use a Statement of Capital continuation page if necessary

③ Total number of issued shares in this class


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7 Statement of capital (Prescribed particulars of rights attached to shares)

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section 4 and Section 5		① Prescribed particulars of rights attached to shares The particulars are a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares A separate table must be used for each class of share Continuation page Please use a Statement of Capital continuation page if necessary
Class of share	Ordinary shares of £1 00 each		
Prescribed particulars ①	Please see continuation page		
Class of share			
Prescribed particulars ①			
Class of share			
Prescribed particulars ①			

8 Signature

	I am signing this form on behalf of the company		② Societas Europaea If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership ③ Person authorised Under either section 270 or 274 of the Companies Act 2006
Signature	Signature X  X MARTIN CHAMBERS		
	This form may be signed by Director ②, Secretary, Person authorised ③, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager		

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Presenter information

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

Contact name Ines Watson

Company name Kingfisher plc

Address 3 Sheldon Square

Post town Paddington

County/Region London

Postcode W 2 6 P X

Country UK

DX

Telephone



Checklist

We may return the forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



Where to send

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

For companies registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

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

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

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

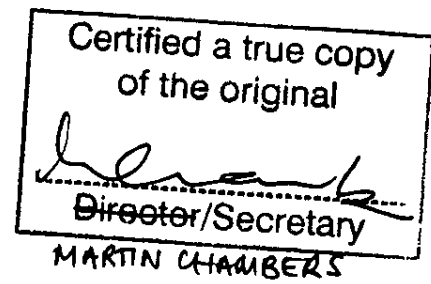
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

SH01 - continuation page

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7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Ordinary shares of £1 00 each	
Prescribed particulars	<p>ORDINARY SHARES</p> <p>Subject to the law, the Ordinary shares have the rights and restrictions set out in the Articles of Association of Sheldon Holdings Limited including the following</p> <p>Voting rights</p> <p>Subject to any rights or restrictions attached to the shares, every member attending a general meeting in person, or by duly appointed proxy, shall have one vote on a show of hands, and one vote for every share held on a poll</p> <p>Rights to dividends</p> <p>Members have rights to dividends declared by Ordinary Resolution, or interim dividends declared by the Board Dividends are paid based on the amounts paid up on the shares during the period for which the dividend is paid A share can be issued on terms that it ranks for a dividend from a particular date Subject to shareholders' authority, the board may direct the dividend be satisfied wholly or partly by the distribution of assets and may make any arrangements it thinks fit to settle any difficulty arising in connection with the distribution</p> <p>Rights re capital</p> <p>On winding up, subject to shareholders' authority and any other sanction required by law, the assets of the company may be distributed between the members or vested in trustees for the benefit of members</p> <p>Rights re redemption</p> <p>The Ordinary shares are non redeemable shares and are not liable to redemption either by the shareholder or by the company</p>	

27 January 2010



Kingfisher plc

&

Sheldon Holdings Limited

**SHARE SALE AND PURCHASE
AGREEMENT**

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PARTICULARS OF THE COMPANY AND THE SHARES	4

THIS AGREEMENT is made on 27 January 2010

BETWEEN

- (1) **Kingfisher plc**, a public listed with limited liability incorporated under the laws of England and Wales (registered number 01664812), having its registered office at 3 Sheldon Square, Paddington, London W2 6PX (the *Seller*)
- (2) **Sheldon Holdings Limited**, a private company with limited liability incorporated under the laws of England and Wales (registered number 02792411), having its office at 3 Sheldon Square, Paddington, London W2 6PX (the *Purchaser*)

WHEREAS

The Seller has agreed to sell the Shares to the Purchaser for the consideration and upon the terms set out in this Agreement

IT IS AGREED as follows

1. INTERPRETATION

1.1 In this Agreement

Company means the company, details of which are set out in the Schedule,

Schedule means the schedule to this Agreement,

Shares means 1,288,427,366 ordinary shares of £1 nominal value issued by the Company (representing 100% of the Company's Issued share capital) registered in the name of the Seller

1.2 The headings in this Agreement are for ease of reference only and do not affect its interpretation

1.3 The Schedule to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include the Schedule

2. SALE OF THE SHARES AND CONSIDERATION

2.1 The Seller agrees to sell (or procure the sale of) the Shares and the Purchaser agrees to purchase the Shares with effect from the date of this Agreement

2.2 The total purchase price for the Shares shall be the payment by the Purchaser to the Seller of the sum of £1,266,378,133 33 (the *Purchase Price*)

2.3 The payment of the Purchase Price shall be made through the issue of 1,266,378,133 shares of £1 00 each in the Purchaser to the Seller

3. COMPLETION

- 3.1 The sale and purchase of the Shares shall be completed immediately after this Agreement is signed

4. ENTIRE AGREEMENT

This agreement sets out the entire agreement and understanding between the parties in respect of the sale and purchase of the Shares. It is agreed that

- (a) No party has entered into this agreement in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Agreement
- (b) Neither party shall have any claim or remedy under this Agreement in respect of misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in, this agreement) or untrue statement made by any other party
- (c) This clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation

5. COUNTERPARTS

This agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which is an original, but all of which together constitute one and the same instrument

6. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this agreement but without invalidating any of the remaining provisions of this agreement. The parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision

7. VARIATION

No variation of this agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected

8. ASSIGNMENT

Either party may assign or transfer its rights under this agreement, including any right to receive the purchase price for the Shares in any form whatsoever and including by way of dividend, without the prior consent of the other party

9. GOVERNING LAW

This agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the law of England and Wales

SCHEDULE 1

Particulars of the Company and the Shares

(a) Company Name

Zeus Land Investments Limited

(b) Issued Share Capital and Shareholder

Issued Share Capital

£1,288,427,366

Shareholder

Kingfisher plc

(c) Directors

Kevin O'Byrne

Nick Folland

David Paramor

(d) Registered Office

3 Sheldon Square, Paddington, London W2 6PX

Paul Grank