

DATED

4 October

2021

(1) APINDER GHURA

and

(2) MIP HOLDINGS LTD

SHARE SALE AGREEMENT

SH[∞]SMITHS

The XYZ Building
2 Hardman Boulevard
Spinningfields
Manchester
M3 3AZ
Ref. M-00958321

THIS AGREEMENT is made on 4 October 2021

BETWEEN:-

- (1) **APINDER GHURA** of [REDACTED] (the "**Seller**");
and
- (2) **MIP HOLDINGS LTD**, a private limited company registered in England and Wales under company registration number 12981062, whose registered office is at Units 1-10 116-118 Bury New Road, Manchester, United Kingdom, M8 8EB (the "**Buyer**").

The parties agree as follows:-

1 INTERPRETATION

1.1 In this Agreement the following definitions apply:

| | |
|--------------------------------|--|
| "Acquisition" | the recommended acquisition by the Buyer of the entire issued and to be issued ordinary share capital of the Company not currently owned by the Seller to be effected by means of the Scheme or by means of a Takeover Offer and, in either case, where the context admits, any subsequent variation, revision, extension or renewal thereof; |
| "Acquisition Condition" | the Acquisition becoming Effective; |
| "Completion" | completion of the sale and purchase of the Shares in accordance with clause 4 of this Agreement; |
| "Companies Act" | the Companies Act 2006; |
| "Company" | French Connection Group plc, a public limited company incorporated in England and Wales (company number 01410568) whose registered office is at First Floor Centro One, 39 Plender Street, London, NW1 0DT; |
| "Consideration" | the consideration for the purchase of the Shares as set out in clause 3; |
| "Court Order" | the order of the Court sanctioning the Scheme under section 899 of the Companies Act; |
| "Effective" | in the context of the Acquisition: <ol style="list-style-type: none">(a) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms, upon the delivery of the Court Order to the Registrar of Companies;(b) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or become unconditional in all respects |

in accordance with the requirements of the Takeover Code;

| | |
|-------------------------|--|
| “Encumbrance” | any mortgage, charge (fixed or floating), pledge, lien, hypothecation, option, restriction, right of pre-emption, assignment by way of security, reservation of title, trust, set-off, claim, third party interest or right (legal or equitable) or other encumbrance or security interest of any kind however created or arising and any other agreement or arrangement (including a sale and re-purchase arrangement) having similar effect; |
| “Loan Agreement” | any loan facility agreement made between the Seller (and/or such person as the Seller may nominate) and the Buyer on Completion in respect of such balance of the Consideration as is not paid in cash on Completion in accordance with clause 3.1.2; |
| “Panel” | the Panel on Takeovers and Mergers; |
| “Scheme” | the proposed scheme of arrangement under Part 26 of the Companies Act between the Company and the Company’s shareholders in connection with the Acquisition; |
| “Shares” | the 24,518,465 ordinary shares of £0.01 each, credited as fully paid in the capital of the Company; |
| “Takeover Code” | the City Code on Takeovers and Mergers as issued from time to time by or on behalf of the Panel; and |
| “Takeover Offer” | a takeover offer as defined in section 974 of the Companies Act. |

1.2 In this Agreement:

- 1.2.1 any phrase introduced by the terms **“including”**, **“includes”**, **“in particular”** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms;
- 1.2.2 a **“party”** means a party to this Agreement and includes its assignees (if any) and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his or her estate and personal representatives;
- 1.2.3 a **“person”** includes any natural person, individual, company, firm, corporation, partnership, foundation, association, organisation, trust, government, state or agency of a state or any undertaking (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.4 the singular includes the plural and vice versa and reference to any gender includes the other genders;
- 1.2.5 any:

- a) statute, statutory provision or subordinate legislation (“**legislation**”) or accounting standard shall be construed as referring to such legislation or accounting standard as it is in force as at the date of this Agreement and:
 - i such legislation or accounting standard as amended and in force for the time being and to any legislation or accounting standard which (either with or without modification) re-enacts, consolidates, enacts in rewritten form or supersedes any such legislation or accounting standard; and
 - ii any former legislation or accounting standard which it re-enacts, consolidates or enacts in rewritten form or supersedes,
- b) European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended or re-enacted on or after Exit Day (as defined in the European Union (Withdrawal) Act 2018) from time to time;

provided that, in the case of those matters which fall within clause 1.2.5a)i and 1.2.5b), as between the parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation liability or restriction on, or otherwise adversely affect the rights of, any party.

1.3 In this Agreement:

- 1.3.1 (unless otherwise specified) reference to “**clauses**”, “**paragraphs**” or “**Schedules**” are to clauses and paragraphs of and Schedules to this Agreement;
- 1.3.2 the Schedules form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Schedules; and
- 1.3.3 the headings are for information only and shall not affect the interpretation of this Agreement.

2 SALE AND PURCHASE

- 2.1 On and subject to the terms of this Agreement, the Seller shall sell, or procure the sale, with full title guarantee and free from all Encumbrances and the Buyer shall buy the Shares, together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after Completion.
- 2.2 The Seller hereby irrevocably waives any right of pre-emption or other restriction on transfer in respect of the Shares or any of them conferred on him under the articles of association of the Company or otherwise and shall procure the irrevocable waiver of any such right or restriction conferred on any other person who is not a party to this Agreement.

3 CONSIDERATION

- 3.1 The Consideration for the sale and purchase of the Shares shall be 30p (thirty pence) per share, being an aggregate of £7,355,539.50 pounds (seven million three hundred and fifty five thousand five hundred and thirty nine pounds and fifty pence sterling) which shall be satisfied by:

3.1.1 £99,915 (ninety nine thousand nine hundred and fifteen pounds sterling) in cash on Completion; and

3.1.2 the balance of £7,255,624.50 (seven million two hundred and fifty five thousand six hundred and twenty four pounds and fifty pence sterling) left outstanding as a loan on the terms of the Loan Agreement.

4 CONDITIONS

Completion of this Agreement shall be conditional upon the Acquisition Condition.

5 COMPLETION

5.1 Completion shall take place immediately following satisfaction of the Acquisition Condition at such venue as the parties shall agree or at such time and place as may otherwise be agreed.

5.2 At Completion the Seller shall deliver or cause to be delivered to the Buyer:

5.2.1 a duly executed transfer of the Shares in favour of the Buyer or as it directs; and

5.2.2 the share certificates for the Shares in the names of the registered holders or an indemnity in the agreed form for any lost certificates.

5.3 Subject to the Seller complying with his obligations under clause 5.2, at Completion the Buyer shall:

5.3.1 pay the Consideration in accordance with clause 3; and

5.3.2 deliver to the Seller a copy of the minutes of a meeting of the board of directors of the Buyer authorising the execution by the Buyer of this Agreement and all other documents ancillary to it or the transactions contemplated in this Agreement, and appointing the relevant signatory or signatories to execute this Agreement and any such other documents on its behalf.

6 WARRANTIES

6.1 The Seller warrants to the Buyer that each of the warranties set out in this clause 6 is true and accurate and not misleading at the date of this Agreement:

6.1.1 the Seller has all requisite power and authority to enter into and perform this Agreement in accordance with its terms;

6.1.2 the execution and delivery of, and the performance by the Seller of his obligations under, this Agreement will not result in a breach of, or constitute a default under, any instrument or of any order, judgment or decree of, or undertaking to, any court or government body to which the Seller is a party or by which the Seller is bound;

6.1.3 the Shares constitute the only shares in the share capital of the Company held by the Seller and are fully paid or credited as fully paid;

6.1.4 the Seller is the sole legal and beneficial owner of the Shares; and

6.1.5 the Shares are free from all Encumbrances and there is no agreement or commitment given to create an Encumbrance affecting the Shares.

7 POWER OF ATTORNEY

- 7.1 The Seller declares that for so long as he remains the registered holder of any of the Shares after Completion he shall:-
- 7.1.1 hold the Shares and the dividends and any other monies paid or distributed in respect of them after Completion and all rights arising out of or in connection with them in trust for the Buyer; and
 - 7.1.2 deal with the Shares and all such dividends, distributions and rights as the Buyer may direct for the period between Completion and the day on which the Buyer is entered in the register of members of the Company as the holder of the Shares.
- 7.2 The Seller hereby irrevocably appoints the Buyer as his attorney for the purposes of exercising any rights, privileges or duties attaching to the Shares including receiving notices of and attending and voting at all meetings of the members of the Company with effect from Completion.
- 7.3 For the purposes of this clause 7, the Seller hereby authorises:-
- 7.3.1 the Company to send any notices in respect of his shareholdings to the Buyer; and
 - 7.3.2 the Buyer to complete and return proxy cards, consents to short notice and any other documents required to be signed by the Buyer as a member of the Company.

8 GENERAL

- 8.1 Each party shall (at the cost of the Buyer) promptly do, or procure to be done, all such further acts or things and execute, or procure the execution of, all such other documents as may reasonably be required to give full effect to this Agreement and the transaction intended to be effected pursuant to it.
- 8.2 Neither party may assign, transfer, charge, create a trust over or otherwise deal in its rights and/or obligations under this Agreement without the other party's prior written consent.
- 8.3 A failure to exercise or delay in exercising a right, power or remedy provided by this Agreement or by law does not constitute a waiver of that right, power or remedy nor shall any single or partial exercise of any such right, power or remedy preclude its further exercise.
- 8.4 The rights and remedies provided by this Agreement are cumulative and (save as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.
- 8.5 This Agreement (and the documents referred to in it) constitute the entire agreement and understanding of the parties and supersedes any previous agreement between them relating to its subject matter.
- 8.6 Each party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any party or other person which is not expressly set out in this Agreement. An action for breach of contract is the only remedy for any statement, representation or warranty set out in this Agreement (whether made innocently or negligently). Nothing in this clause 8.6 shall limit or exclude liability for fraud.
- 8.7 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

- 8.8 If any provision of this Agreement (the “**Void Provision**”) is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable:
- 8.8.1 such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect;
 - 8.8.2 if the Void Provision would be valid or enforceable if some part of it were deleted, the Void Provision shall apply with such modification as may be necessary to make it valid and enforceable; and
 - 8.8.3 if that is not possible, the parties shall attempt to substitute for the Void Provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the Void Provision.
- 8.9 Any notice or similar communications under this Agreement shall be in writing, in English, and shall be delivered personally, sent by pre-paid registered post or recorded delivery (and registered air mail if overseas) to the recipient party at their address set out at the beginning of this Agreement or such other address as that party may specify by notice to the other party.
- 8.10 Notices and similar communications shall be deemed to have been received:
- 8.10.1 if delivered personally, at the time of delivery to the address referred to in clause 8.9; and
 - 8.10.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting it.
- 8.11 Email and other electronic communications are not valid notices under this Agreement.
- 8.12 This Agreement may be executed in counterparts or duplicates, each of which, when executed and delivered, shall be an original, and such counterparts or duplicates together shall constitute one and the same instrument.
- 8.13 No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being a person other than the parties to this Agreement and their permitted successors and assignees).

9 LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

IN WITNESS of which the parties have executed this Agreement as a deed and it has been delivered on the date stated at the beginning of this Agreement.

Executed as a deed by) [Redacted]
APINDER GHURA) [Redacted]

Signature of witness [Redacted]
Name (in BLOCK CAPITALS) [Redacted]
Address [Redacted]
.....

Executed as a deed by) [Redacted]
MIP HOLDINGS LTD) [Redacted]

acting by a director in the presence of:) Director
Signature of witness [Redacted]
Name (in BLOCK CAPITALS) [Redacted]
Address [Redacted]
.....