

DATED. _____ TBD _____ 2023

YORK CITY SUPPORTERS' SOCIETY (1)
LIMITED

and

JULIE-ANNE UGGLA (2)

SHARE PURCHASE AGREEMENT

BETWEEN:

- (1) **Julia-Anne Uggla**, of [REDACTED]
- (2) **York City Supporters' Society Limited** registered under the Co-operative and Community Benefit Societies Act 2014 with number IP29345R of LNER
Community Stadium, Kathryn Ave, Monks Cross Dr, Huntington, York YO32 9AF
(the "**Trust**").

PREAMBLE

For the avoidance of doubt, this preamble is solely for the purposes of providing background information and does not form any part of this Agreement.

The Parties intend to enter into this agreement to enable Julie-Anne Uggla and Matthew Uggla to increase the shareholding in YCFC under their control.

The Trust are currently a 49% shareholder in YCFC, comprised of 137,500 'A' shares and 132,000 'B' shares. The execution of this agreement will reduce the Trust's shareholding to 25%, comprised of 137,500 'A' shares.

394 Sports is currently a 51% shareholder in YCFC, comprised of 280,500 'B' shares, and is wholly owned by Julie-Anne Uggla and Matthew Uggla. The execution of this agreement will increase the shareholding under the control of Julie-Anne Uggla and Matthew Uggla to 75%, comprised of 412,500 'B' shares. This reflects the level of ongoing investment by Julie-Anne Uggla and Matthew Uggla into YCFC.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

“**394 Sports**” means 394 Sports Ltd;

“**Affiliate**” means in respect of a company (i) any holding company or subsidiary of that company or a subsidiary of that holding company (“**holding company**” and “**subsidiary**” having the meanings respectively given to them by Section 548 of the Companies Act 2006) and (ii) any person or group of persons which, or which together, control (within the meaning of Section 840 of the Income and Corporation Taxes Act 1988) that company. For the avoidance of doubt, an Affiliate also includes any individual or corporate body domiciled outside of the United Kingdom;

“**Banking Day**” means a day (other than Saturday or Sunday) when banks are open for business in London;

“**Consideration Sum**” means £112,000;

“**Current Articles**” means the York City Memorandum and Articles of Association dated 23rd February 2007;

“**Football Authorities**” means the National League, Football League and Football Association as relevant to York City’s position within the English football pyramid;

“**The Parties**” means the Trust, 394 Sports & Julie-Anne Uggla and “**Party**” means either or both of the Parties as the context describes;

“**The Trust**” means York City Supporters’ Society;

“**Trust Nominated Bank Account**” means the Trust’s Bank Current Account;

“**YCFC**” means York City Football Club Ltd, a company registered in England and Wales with registration number 04689338 and whose registered office is York Community Stadium, Kathryn Avenue, Monks Cross Drive, Huntington, York, England, YO32 9AF.

2. SHARE PURCHASE

- 2.1 Subject to the terms and conditions of this Agreement, including but not limited to payment of the Consideration Sum, Julie-Anne Uggla shall purchase 24% of the total issued share capital in YCFC, namely 132,000 Ordinary B Shares from the Trust.
- 2.2 The Consideration Sum shall be paid by Julie-Anne Uggla into the Trust Nominated Bank Account within five banking days of the date of this Agreement.
- 2.3 All costs relating to the transfer of funds to the Trust shall be borne by Julie-Anne Uggla.

3. ADDITIONAL CONDITIONS

- 3.1** 394 Sports and Julie-Anne Uggla will continue be bound to honour the Trust's existing rights and protections as defined in the current Articles of Association of York City.
- 3.2** The parties will endeavour to enshrine the new Articles of Association of York City (in line with the draft attached) within 90 calendar days of the Transfer Date.
- 3.3** The parties agree to operate YCFC under the terms of an updated Partnership Agreement (in line with the document attached).

4. FEES & EXPENSES

- 4.1** The parties will each meet their own respective costs in relation to any professional advice or other charges relating to this Agreement.

5. REPRESENTATIONS AND WARRANTIES

- 5.1** Each Party warrants as follows:
 - (a) it is duly incorporated under the laws of England and Wales and has power to execute, deliver and perform its obligations under this Agreement; all necessary action has been taken by it to authorise its acceptance and performance of this Agreement; no limitation on its power will be exceeded as a result of this Agreement; and this Agreement constitutes valid and legally binding obligations enforceable in accordance with its terms;
 - (b) the execution, delivery and performance of this Agreement will not contravene any existing law, regulation or authorisation to which it is subject, result in any breach of or default under any agreement or other instrument to which it is a party or is subject or contravene any provision of its Society Objects or constitutional documents;
 - (c) every authorisation of, or registration with, governmental or public bodies or courts required by it in connection with its acceptance and performance of this Agreement and the validity, enforceability or admissibility in evidence of this Agreement has been obtained or made and is in full force and effect and there has been no default in the observance of any conditions imposed in connection therewith.

6. ASSIGNMENT

- 6.1** This Agreement shall be binding upon the Trust and Julie-Anne Ugkla, and enure for the benefit of the Trust and Julie-Anne Ugkla and each of their respective successors. Julie-Anne Ugkla can only transfer any rights granted under this Agreement with the written consent of the Trust.
- 6.2** The parties may disclose to a potential assignee or to any other person who may propose entering into contractual relations with it in relation to this Agreement such information about YCFC, YCFC's financial affairs and the terms of this Agreement as the Trust or Julie-Anne Ugkla shall consider appropriate. If either Party intends to make such a disclosure it shall inform the other of its intentions and the identity and beneficial ownership of the prospective assignee.

7. MISCELLANEOUS

7.1 Address for, and mode of delivery of, notices

Every notice, demand and other communication under this Agreement shall be in writing and may be given or made by post or email to the addresses stated for the Parties above or to the following email addresses:

(A) to the Trust at: [REDACTED];

(B) to 394 Sports & Julie-Anne Ugkla at: [REDACTED],

or to such other address or email as is notified by the relevant Party to the other Party to this Agreement.

7.2 Delivery of notices

Every notice, demand or other communication shall be deemed to have been delivered (i) in the case of a letter, three calendar days after posting, and (ii) in the case of an email, when a delivery receipt is received by the sender.

7.3 Waivers, remedies cumulative

No failure or delay by either Party in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right or remedy. The rights and remedies herein are cumulative and not exclusive of any rights and remedies provided by law.

7.4 Third Party Contract Rights

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

7.5 Confidentiality and announcements

The terms of this Agreement shall remain confidential amongst the Parties save where a Party is complying with Statute or accounting convention. Any public announcement made by any of the Parties relating to the subject matter of this Agreement must be approved in writing in advance by all Parties.

8. LAW AND JURISDICTION

This Agreement shall be governed by English law. Only the English courts shall have jurisdiction to determine any dispute arising in connection with this Agreement.

IN WITNESS whereof the Parties to this Agreement have caused this Agreement to be duly executed as a deed and delivered it on the date first above written.

SIGNED (but not delivered until the)
date written at the start of this deed) **AS**) Signature of a Director
A
DEED by **YORK CITY SUPPORTERS'**)
SOCIETY LIMITED acting by a director)
in the presence of)
Name of director (BLOCK CAPITALS)

Witness' signature:

Witness' name (BLOCK
CAPITALS):

Witness' address:

.....

Witness' occupation:

EXECUTED (but not delivered until the)
date written at the start of this deed) **AS**) Signature
A
DEED by **JULIE-ANNE UGGLA**)
)
)
the presence of:)
Name (BLOCK CAPITALS)

Witness' signature:

Witness' name (BLOCK
CAPITALS):

Witness' address:

.....

Witness' occupation: