

**16 August 2022**

**AUTHENTIC BRANDS GROUP, LLC**

**ABG-ROBIN BIDCO (UK) LIMITED**

**TED BAKER PLC**

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**COOPERATION AGREEMENT**

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**Freshfields Bruckhaus Deringer**

100 Bishopsgate  
London EC2P 2SR

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**THIS AGREEMENT** is made on 16 August 2022

**BETWEEN:**

- (1) **AUTHENTIC BRANDS GROUP, LLC**, a limited liability company registered in Delaware with Secretary of State file number 4789754, whose registered office is at 1411 Broadway, 21<sup>st</sup> Floor, New York, New York 10018 (**ABG**);
- (2) **ABG-ROBIN BIDCO (UK) LIMITED**, a private limited company registered in England and Wales with registered number 14290411, whose registered office is at 3rd Floor, 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT (**Bidco**); and
- (3) **TED BAKER PLC**, a public limited company registered in England and Wales with registered number 03393836, whose registered office is The Ugly Brown Building, 6a St Pancras Way, London NW1 0TB (**Ted Baker**),

(each a *party* and together the *parties*).

**WHEREAS:**

- (A) Bidco proposes to announce immediately following execution of this Agreement a firm intention to make a recommended offer for the entire issued and to be issued share capital of Ted Baker pursuant to Rule 2.7 of the Code.
- (B) The Acquisition will be made on the terms and subject to the conditions set out in the Announcement and this Agreement.
- (C) The parties intend that the Acquisition will be implemented by way of the Scheme although Bidco reserves the right, subject to the terms of this Agreement and the Announcement, to implement the Acquisition by way of a Takeover Offer.
- (D) The parties are entering into this Agreement to set out certain obligations and commitments in relation to the implementation of the Acquisition (whether by way of the Scheme or a Takeover Offer).

**IT IS AGREED** as follows:

**1. Definitions and interpretation**

- 1.1 In this Agreement (including the recitals but excluding Schedule 1), the terms and expressions listed in this clause 1.1 shall have the meanings set out in this clause 1.1. Terms and expressions used in Schedule 1 shall have the meanings given to them in Schedule 1.

**ABG Board** means the board of directors of ABG from time to time;

**Acceptance Condition** means the acceptance condition to any Takeover Offer;

**Acquisition Document** means (i) in respect of the Scheme, the Scheme Document; or (ii) if there is a Takeover Offer, the Offer Document;

**Acquisition** means the direct or indirect acquisition of the entire issued and to be issued share capital of Ted Baker by Bidco to be effected by way of: (i) the Scheme; or (ii) a Takeover Offer (as the case may be);

**Agreed Switch** means a Switch in circumstances in which the Ted Baker Board Recommendation is given in respect of the Takeover Offer;

**Announcement** means the announcement detailing the terms and conditions of the Acquisition to be made pursuant to Rule 2.7 of the Code, in substantially the form set out in Schedule 1;

**Bidco Board** means the board of directors of Bidco from time to time;

**Bidco Directors** means the directors of Bidco from time to time and **Bidco Director** shall be construed accordingly;

**Bidco Group** means Bidco, ABG and each of their subsidiaries and subsidiary undertakings from time to time and **member of the Bidco Group** shall be construed accordingly; and

**Business Day** means a day other than a Saturday or Sunday or public holiday in England and Wales or the United States on which banks in London and New York are open for general commercial business;

**CMA** means the United Kingdom's Competition and Markets Authority;.

**Clearances** means any approvals, consents, clearances, permissions, confirmations, comfort letters and waivers that may need to be obtained, all filings that may need to be made and all waiting periods that may need to have expired, from or under any of the Laws, regulations or practices applied by any Relevant Authority (or under any agreements or arrangements to which any Relevant Authority is a party), in each case that are necessary and/or advisable to satisfy one or more of the Regulatory Conditions; and any reference to Clearances having been "satisfied" shall be construed as meaning that the foregoing have been obtained or, where appropriate, made or expired;

**Code** means the City Code on Takeovers and Mergers, as issued from time to time by or on behalf of the Panel;

**Companies Act** means the Companies Act 2006;

**Competing Proposal** means

- (a) an offer (including a partial, exchange or tender offer), merger, acquisition, dual-listed structure, scheme of arrangement, reverse takeover, Rule 9 waiver proposal and/or business combination (or the announcement of a possible offer or a firm intention to do the same), the purpose of which is to acquire, directly or indirectly, 30 per cent. or more of the issued or to be issued ordinary share capital of Ted Baker (when aggregated with the shares already held by the acquirer and any person acting or deemed to be acting in concert with the acquirer) or any arrangement or series of arrangements which results in any party acquiring, consolidating or increasing "control" (as defined in the Code) of Ted Baker;

- (b) the acquisition (or the announcement by or on behalf of Ted Baker of a proposed acquisition), directly or indirectly, of all or a significant proportion of the business, assets and/or undertakings of the Ted Baker Group calculated by reference to any of its revenue, profits or value taken as a whole;
- (c) a demerger, any material reorganisation and/or liquidation (or the announcement by or on behalf of Ted Baker of a proposed demerger, material reorganisation and/or liquidation) involving all or a significant proportion of the Ted Baker Group calculated by reference to any of its revenue, profits or value taken as a whole; or
- (d) any other transaction undertaken by, or with the public consent or support of, Ted Baker without Bidco's consent which would be substantially alternative to, or inconsistent with, or would otherwise be reasonably likely materially to preclude, impede or delay or otherwise prejudice the implementation of the Acquisition,

in each case, which is not effected (or proposed to be effected) by Bidco (or a person acting in concert with Bidco) or at Bidco's direction, and whether implemented (or proposed to be implemented) in a single transaction or a series of transactions and whether conditional or otherwise;

**Conditions** means:

- (a) the conditions to the implementation of the Acquisition (including the Scheme) as set out in Appendix 1 to the Announcement and to be set out in the Acquisition Document, as may be amended by Bidco with the consent of the Panel and Ted Baker; and
- (b) if the Acquisition is being implemented by means of a Takeover Offer, the conditions referred to in (a) above, as amended by replacing the Scheme Conditions with the Acceptance Condition, and as may be further amended by Bidco with the consent of the Panel and Ted Baker,

and **Condition** shall be construed accordingly;

**Confidentiality Agreement** means the confidentiality agreement between ABG and Ted Baker in relation to the Acquisition dated 4 May 2022;

**Connected Persons** has the meaning given to it in the Confidentiality Agreement;

**Costs** means losses, damages, costs (including reasonable legal costs) and expenses (including taxation), in each case of any nature whatsoever;

**Court** means the High Court of Justice in England and Wales;

**Court Hearing** means the hearing by the Court of the petition to sanction the Scheme and to grant the Court Order;

**Court Hearing Date** means the date upon which the Court Hearing is held;

**Court Meeting** means the meeting(s) of the Scheme Shareholders to be convened by order of the Court pursuant to section 896 of the Companies Act, notice of which will

be set out in the Scheme Document, for the purpose of considering and, if thought fit, approving (with or without modification) the Scheme, including any adjournment thereof;

**Court Order** means the order(s) of the Court sanctioning the Scheme under section 899 of the Companies Act;

**Effective Date** means:

- (a) the date on which the Scheme becomes effective in accordance with its terms; or
- (b) if Bidco elects to implement the Acquisition by means of a Takeover Offer, the date that the Takeover Offer becomes or is declared unconditional in all respects;

**Formal Sale Process** means the formal sale process for Ted Baker within the context of the Code and which commenced on 4 April 2022 pursuant to an announcement made by the Ted Baker Board;

**Group** means, in relation to any person, that person and any bodies corporate which are subsidiaries or subsidiary undertakings of that person;

**Law** means any applicable statute, law, rule, regulation, ordinance, code, order, judgment, injunction, writ, decree, directive, policy, guideline, interpretation or rule of common law issued, administered or enforced by any Relevant Authority, or any judicial or administrative interpretation thereof;

**Listing Rules** means the rules and regulations made by the Financial Conduct Authority in its capacity as the UK Listing Authority under the Financial Services and Markets Act 2000, and contained in the UK Listing Authority's publication of the same name;

**London Stock Exchange** means London Stock Exchange plc or its successor;

**Longstop Date** means 16 May 2023 or such later date as may be agreed in writing by Bidco and Ted Baker (either with the Panel's consent if required or at the direction of the Panel under Note 3 on Section 3 of Appendix 7 to the Code) and as the Court may approve (if such approval is required);

**Offer Document** means, if (following the date of this Agreement) Bidco elects to implement the Acquisition by way of a Takeover Offer in accordance with clause 6.1, the document to be sent to (among others) Ted Baker Shareholders setting out, among other things, the full terms and conditions of the Takeover Offer, including (as the context requires) any revised or supplementary offer document;

**Panel** means the UK Panel on Takeovers and Mergers;

**Regulatory Conditions** means the conditions set out in paragraph 3 of Part A of Appendix 1 to the Announcement;

**Regulatory Information Service** means any information service authorised from time to time by the Financial Conduct Authority for the purpose of disseminating regulatory announcements;

**Relevant Authority** means any central bank, ministry, governmental, quasi-governmental, supranational (including the European Union), statutory, regulatory or investigative body, authority or tribunal (including any national or supranational (including the European Commission) anti-trust, competition or merger control authority, any sectoral ministry or regulator and foreign investment review body), national, state, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional body in any jurisdiction, and **Relevant Authorities** means all of them;

**Scheme** means the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Ted Baker and the Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Ted Baker and Bidco;

**Scheme Conditions** means the conditions referred to in paragraph 2 of Part A of Appendix 1 to the Announcement;

**Scheme Document** means the document to be sent to (among others) Ted Baker Shareholders containing and setting out, among other things, details of the Acquisition, the full terms and conditions of the Scheme and the explanatory statement required pursuant to Part 26 of the Companies Act and containing the notices convening the Court Meeting and the Ted Baker General Meeting, including (as the context requires) any revised or supplementary scheme document;

**Scheme Record Time** means the time and date specified as such in the Scheme Document or such later time as Ted Baker and Bidco may agree;

**Scheme Shareholders** means the holders of Scheme Shares;

**Scheme Shares** has the meaning given in the Announcement;

**Switch** has the meaning given in clause 6.1;

**Takeover Offer** means a takeover offer (within the meaning of section 974 of the Companies Act) to be made by or on behalf of Bidco to acquire the entire issued and to be issued share capital of Ted Baker on the terms and conditions to be set out in the Offer Document;

**Ted Baker Board** means the board of directors of Ted Baker from time to time;

**Ted Baker Board Recommendation** means a unanimous and unqualified recommendation from the Ted Baker Directors to Ted Baker Shareholders in respect of the Acquisition: (i) to vote in favour of the Ted Baker Resolutions; or (ii) if Bidco elects to proceed with a Takeover Offer in accordance with the terms of this Agreement, to accept the Takeover Offer;

**Ted Baker Directors** means the directors of Ted Baker from time to time;

**Ted Baker General Meeting** means the general meeting of Ted Baker to be convened in connection with the Scheme, notice of which will be set out in the Scheme

Document, and to be held on the same date as the Court Meeting to consider and, if thought fit, approve the Ted Baker Resolutions, including any adjournment thereof;

**Ted Baker Group** means Ted Baker and its subsidiaries and subsidiary undertakings from time to time and **member of the Ted Baker Group** shall be construed accordingly;

**Ted Baker Remuneration Committee** means the remuneration committee of the Ted Baker Board;

**Ted Baker Resolutions** means such shareholder resolutions of Ted Baker as are necessary to approve, implement and effect the Scheme, the Acquisition and changes to Ted Baker's articles of association;

**Ted Baker Share Plans** has the meaning given in Schedule 2;

**Ted Baker Shareholder Meetings** means the Court Meeting and the Ted Baker General Meeting;

**Ted Baker Shareholders** means the holders of Ted Baker Shares from time to time;

**Ted Baker Shares** means the ordinary shares of 5 pence each in the capital of Ted Baker, from time to time;

**UK** or **United Kingdom** means the United Kingdom of Great Britain and Northern Ireland;

**Working Hours** means 9.30 a.m. to 5.30 p.m. in the relevant location on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) the expressions **subsidiary** and **subsidiary undertaking** have the meanings given in the Companies Act;
- (b) the expressions **acting in concert**, **concert parties**, **control** and **offer** shall be construed in accordance with the Code;
- (c) **interest** in shares or securities shall be construed in accordance with the Code;
- (d) a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;
- (e) references to a **person** include any individual, an individual's executors or administrators, a partnership, a firm, a body corporate (wherever incorporated), an unincorporated association, government, state or agency of a state, local or municipal authority or government body, a joint venture, association, works council or employee representative body (in any case, whether or not having separate legal personality);



- (f) references to a recital, paragraph, clause or Schedule (other than a schedule to a statutory provision) shall refer to those of this Agreement unless stated otherwise;
- (g) headings do not affect the interpretation of this Agreement, the singular shall include the plural and *vice versa*, and references to one gender include all genders;
- (h) references to time are to London time;
- (i) any reference to a *day* (including within the phrase *Business Day*) shall mean a period of 24 hours running from midnight to midnight;
- (j) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (k) references to *£, GBP, pounds sterling, Sterling, pence* and *p* are references to the lawful currency from time to time of the United Kingdom;
- (l) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (m) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied or supplemented at any time; and
- (n) references to this Agreement include this Agreement as amended or supplemented in accordance with its terms.

1.3 The Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.

## **2. Publication of the Announcement and the terms of the Acquisition**

2.1 The obligations of the parties under this Agreement, other than this clause 2.1 and clauses 10 to 18 (inclusive) and 20 to 24 (inclusive), shall be conditional on the release of the Announcement via a Regulatory Information Service on the date of this Agreement or such later date as the parties may agree (and, where required by the Code, the Panel may approve). This clause 2.1 and clauses 10 to 18 (inclusive) and 20 to 24 (inclusive) shall take effect on and from execution of this Agreement.

2.2 The terms of the Acquisition shall be as set out in the Announcement, together with such other terms as may be agreed by the parties in writing (save in the case of an improvement to the terms of the Acquisition, which will be at the absolute discretion of Bidco) and, where required by the Code, approved by the Panel.

2.3 The terms of the Acquisition at the date of publication of the Acquisition Document shall be set out in the Acquisition Document. Should Bidco or ABG elect to implement

the Acquisition by way of an Offer in accordance with clause 6, the terms of the Acquisition shall be set out in the announcement of the Switch made in accordance with paragraph 8 of Appendix 7 of the Code and in the Acquisition Document.

### **3. Regulatory clearances**

3.1 Bidco and ABG undertake to use all reasonable endeavours to ensure that the Clearances are obtained as soon as is reasonably practicable following the date of this Agreement and, in any event, by the Longstop Date.

3.2 Except where otherwise required by Law or a Relevant Authority, Bidco and ABG shall:

- (a) with prior consultation with Ted Baker and having considered (acting in good faith) Ted Baker's reasonable requests in connection therewith, determine the strategy for obtaining the Clearances including (i) the timing and sequencing for contacting and corresponding with any Relevant Authorities; and (ii) if applicable, the strategy for offering or accepting any remedies that may be required as a basis for, or by, any Relevant Authority to obtain its Clearance;
- (b) contact and correspond with the Relevant Authorities in relation to such Clearances (including submitting and preparing all necessary filings, notifications and submissions after prior consultation with Ted Baker); and
- (c) be responsible for the payment of any filing, administrative or other merger notice fees incurred in connection with obtaining any Clearances.

3.3 Except to the extent that to do so is prohibited by Law, Ted Baker shall provide to Bidco and its legal advisers, in a timely manner all such information and assistance (including reasonable access to Ted Baker management and employees) as may be reasonably required for:

- (a) Bidco and ABG to determine, after prior consultation with Ted Baker, in which jurisdictions any merger control, regulatory or other filing, notification or submission with a Relevant Authority may be necessary for the purposes of obtaining the Clearances;
- (b) Bidco and ABG to include in any filings, notifications or submissions with any Relevant Authority for the purposes of obtaining the Clearances or in any responses to any requests for further information consequent upon such filings, notifications or submissions; and
- (c) the parties to make any filings, notifications or submissions to the Relevant Authorities as are necessary for the purposes of obtaining the Clearances, taking into account all applicable waiting periods.

3.4 Except to the extent that to do so is prohibited by Law:

- (a) Bidco and/or ABG will:
  - (i) submit a filing, notification or submission (as required) to each Relevant Authority as soon as is reasonably practicable after the

signing of this Agreement and in any event within any applicable mandatory time periods where it is necessary or advisable to do so to obtain the Clearances;

- (ii) commence any pre-notification processes, as applicable, in respect of the filings required to obtain the Clearances as soon as reasonably practicable following the date of this Agreement,

in each case, subject to Bidco being provided with all such information and assistance from Ted Baker as may be reasonably required in order to submit such filings, notifications or submissions, or commence such pre-notification processes, in each case, in accordance with clause 3.3;

- (b) Ted Baker shall provide such reasonable cooperation as is reasonably required by Bidco and/or ABG in connection with the preparation of all such filings, notifications or submissions (as required) referred to in clause 3.4(a) and in relation to the preparation of any other submissions, material correspondence or material communications to any Relevant Authority for the purposes of obtaining the Clearances;
- (c) Bidco and/or ABG shall provide, or procure the provision of, draft copies of all filings, submissions, material correspondence and material written communications (unless of a minor administrative nature) intended to be sent or communicated to any Relevant Authority in relation to obtaining any Clearances to Ted Baker and its legal advisers at such time as will allow Ted Baker and its legal advisers a reasonable opportunity to provide comments on such filings, submissions, correspondence and communications before they are submitted, sent or made and Bidco and/or ABG shall provide Ted Baker with copies of all such filings, submissions, material correspondence and material written communications (unless of a minor administrative nature) in the form finally submitted or sent;
- (d) Bidco and/or ABG shall have regard in good faith to reasonable comments made in a timely manner by Ted Baker on draft copies of filings, submissions, material correspondence and material written communications provided pursuant to clause 3.4(c);
- (e) Bidco and/or ABG shall notify Ted Baker and provide copies (including, in the case of non-written communications, reasonable summaries of material non-written communications), in a timely manner of any material correspondence or material communication (unless of a minor administrative nature) from any Relevant Authority in relation to obtaining any Clearance;
- (f) Bidco and/or ABG shall keep Ted Baker reasonably informed as to the progress of any notification submitted pursuant to clause 3.4(a) and shall allow Ted Baker and its advisers:
  - (i) to attend all meetings or material calls with any Relevant Authority or other persons or bodies (unless prohibited by the Relevant Authority, Law or other person or body) relating to obtaining any Clearance; and

- (ii) to make reasonable oral submissions at such meetings or calls, provided that such oral submissions have been discussed by the parties in advance of each such meeting or call; and
  - (g) where reasonably requested by Ted Baker, and insofar as permitted by the Relevant Authority, Bidco and/or ABG shall make available appropriate representatives for meetings and calls with any Relevant Authority in connection with the obtaining of any Clearances.
- 3.5 Bidco and ABG undertake to keep Ted Baker informed promptly of: (a) developments which are material or potentially material to the obtaining of a Clearance; and (b) the satisfaction of the Regulatory Conditions.
- 3.6 Bidco and ABG undertake not to withdraw a filing, submission or notification made to any Relevant Authority pursuant to clause 3.4(a) without the prior written consent of Ted Baker.
- 3.7 If a provision of this Agreement obliges Ted Baker or Bidco (the *Disclosing Party*) to disclose any information to the other party:
  - (a) that is personally identifiable information of a beneficial owner, director, partner, officer or employee of the Disclosing Party or any member of its group or any of their respective affiliates, unless that information can reasonably be anonymised (in which case, the Disclosing Party shall provide the relevant information on an anonymous basis);
  - (b) which the Disclosing Party reasonably considers to be commercially or competitively sensitive;
  - (c) which the Disclosing Party is prohibited from disclosing by Law or the terms of an existing contract; or
  - (d) where such disclosure would result in the loss of privilege that subsists in relation to such information (including legal professional privilege),  
  
at its sole election, the Disclosing Party shall, to the extent permitted by Law, disclose the relevant information to the other party, including to the other party's legal counsel and, to the extent reasonably necessary in connection with any anti-trust Clearance, its other advisers on an external counsel only basis.
- 3.8 Except with the prior written consent of Ted Baker, each of Bidco and ABG undertakes to Ted Baker that until the Regulatory Conditions are satisfied it shall not, and shall procure that no other member of the Bidco Group shall not, and shall use all reasonable endeavours to procure that none of Bidco's concert parties nor ABG's concert parties shall, enter into an agreement for, or consummate, any acquisition or other transaction (including but not limited to partnerships, joint ventures and commercial agreements) which would, or would be reasonably likely to, have the effect of preventing or materially delaying satisfaction of the Regulatory Conditions.
- 3.9 Where obligations of Ted Baker in this clause 3 are expressed to relate to the provision of information or assistance for the purposes of obtaining any Clearances, the defined term "Clearances" shall be deemed to be amended to remove the term "advisable".

#### **4. Scheme Document**

4.1 Save in the event of a Switch, Bidco and ABG each agree:

- (a) promptly to provide to Ted Baker all such information about itself, its directors and the Bidco Group as may reasonably be requested and which is required by Ted Baker (having regard to the Code and other Law) for inclusion in the Scheme Document (including any information required under the Code or other Law);
- (b) promptly to provide Ted Baker with all such other assistance and access as may reasonably be required in connection with the preparation of the Scheme Document and any other document required under the Code or by other Law to be published in connection with the Acquisition, including access to, and ensuring the provision of reasonable assistance by, Bidco's relevant professional advisers; and
- (c) to procure that the Bidco Directors, and any other person who is a "responsible person" for the purposes of the Code, in consultation with the Panel, accept responsibility, in the terms required by the Code, for all the information (including any expressions of opinion) in the Scheme Document and any other document required under the Code or by other Law to be published in connection with the Acquisition relating to themselves (and their close relatives (as defined in the Code), related trusts and persons connected with them), the Bidco Group, the financing of the Acquisition, information on Bidco's future plans for the Ted Baker Group, its business and its management and employees, any statements of opinion, belief, intention or expectation of the Bidco Directors in relation to the Acquisition or the enlarged group of Bidco following the Effective Date and any other information in the Scheme Document for which an offeror and/or its directors are required to accept responsibility under the Code or other Law.

#### **5. Implementation of the Acquisition**

5.1 Where the Acquisition is being implemented by way of the Scheme:

- (a) Bidco undertakes that, by no later than 11.59 p.m. on the Business Day immediately preceding the Sanction Hearing, it shall deliver a notice in writing to Ted Baker either:
  - (i) confirming the satisfaction or waiver of all Conditions (other than the Scheme Conditions); or
  - (ii) confirming its intention to invoke one or more Conditions (if permitted by the Panel) and providing reasonable details of the event which has occurred, or circumstances which have arisen, which Bidco reasonably considers entitle it to invoke such Condition(s) and why Bidco considers such event or circumstance to be sufficiently material for the Panel to permit it to invoke such Condition(s);

- (b) where Bidco confirms the satisfaction or waiver of all Conditions (other than the Scheme Conditions) in accordance with clause 5.1(a)(i), Bidco agrees that Ted Baker shall be permitted to take the necessary steps to procure that the Sanction Hearing is duly held as soon as reasonably practicable thereafter (having regard to the proposed timetable agreed between the parties and included in the Scheme Document or in any subsequent agreed announcement regarding the implementation of the Acquisition); and
  - (c) Bidco shall instruct counsel to appear on its behalf at the Sanction Hearing and undertake to the Court to be bound by the terms of the Scheme in so far as it relates to Bidco.
- 5.2 If the Bidco Board or the ABG Board becomes aware of any fact, matter or circumstance that it considers entitles Bidco to invoke any of the Conditions (which will always be subject to the consent of the Panel), Bidco shall, and ABG shall procure that Bidco shall, (subject to Law) inform Ted Baker providing reasonable details as soon as is reasonably practicable.

## **6. Switching to a Takeover Offer**

- 6.1 The parties currently intend that the Acquisition will be implemented by way of Scheme. However, Bidco shall be entitled, with the consent of the Panel, to implement the Acquisition by way of a Takeover Offer rather than the Scheme (a *Switch*).
- 6.2 In the event of any Agreed Switch, unless otherwise agreed with Ted Baker or required by the Panel:
- (a) the Acceptance Condition shall be set at seventy-five (75) per cent of the Ted Baker Shares to which the Takeover Offer relates (or such lesser percentage as may be agreed between the parties in writing after, to the extent necessary, consultation with the Panel, being in any case more than fifty (50) per cent of the voting rights attaching to the Ted Baker Shares);
  - (b) Bidco shall: (i) consult with Ted Baker in a timely manner as to the form and content and timing of publication of any announcement relating to the Agreed Switch and its implementation, and any proposed changes to the timetable in relation to the implementation of the Agreed Switch, (ii) prepare the Offer Document, (iii) consult reasonably with Ted Baker in relation to the Offer Document and allow Ted Baker a reasonable opportunity to consider the draft Offer Document for review and comment, and (iv) shall consider in good faith comments proposed by Ted Baker on the Offer Document and received by Bidco within a reasonable period prior to publication;
  - (c) Bidco agrees to seek Ted Baker's approval of the contents of the information on Ted Baker contained in the Offer Document before it is published, and to afford Ted Baker sufficient time to consider such document in order to give its approval of information for which Ted Baker or the Ted Baker Directors are taking responsibility (such approval not to be unreasonably withheld or delayed). Bidco shall only publish the Offer Document once the information in the Offer Document for which Ted Baker and the Ted Baker Directors are taking responsibility is in a form satisfactory to Bidco and Ted Baker (both

acting reasonably), provided that if Ted Baker does not approve the Offer Document within 28 days from the date of the Agreed Switch, Bidco shall be entitled to publish the Offer Document containing only information required by Rule 24 of the Code and excluding such information as may be approved by the Panel;

- (d) Bidco and ABG shall not take any action which would cause the Takeover Offer not to proceed, to lapse or to be withdrawn, in each case for non-fulfilment of the Acceptance Condition, prior to midnight on Day 60 (as defined in the Code) (or such later date as may be permitted by the Panel for satisfaction of the Acceptance Condition in accordance with Rule 31.3 of the Code) after publication of the Offer Document and Bidco shall ensure that the Takeover Offer remains open for acceptances until such time;
- (e) Bidco shall not make any acceleration statement (as defined in the Code) unless: (i) all of the Conditions (other than the Acceptance Condition) have been satisfied or waived (if capable of waiver); or (ii) the acceleration statement contains no right for Bidco to set the statement aside (except with Ted Baker consent);
- (f) if at any time following the publication of the Offer Document it is reasonably expected that any outstanding Regulatory Condition is not likely to be satisfied or waived (if capable of waiver) prior to the last date permitted under Rule 31.1 of the Code, Bidco shall consult with Ted Baker as to whether the offer timetable should be suspended in accordance with Rule 31.4(a) or (if Day 39 has passed) Day 60 should be extended in accordance with Rule 31.3 (or, if applicable, further suspended or extended) and , if agreed by Bidco and Ted Baker, seek jointly with Ted Baker the consent of the Panel to suspend or extend the offer timetable no later than the Long Stop Date;
- (g) Bidco shall ensure that, subject to the terms of this Agreement, the Takeover Offer is made on the same terms and conditions as set out in the Announcement and the only conditions to the Takeover Offer shall be the Conditions (subject to replacing the Scheme Conditions with the Acceptance Condition referred to in clause 6.2(a) above, unless the parties agree otherwise in writing or with any modification or amendment to such terms and Conditions as may be required by the Panel); and
- (h) Bidco shall keep Ted Baker informed, on a confidential basis within two Business Days following receipt of a written request from Ted Baker, of the number of Ted Baker Shareholders that have validly returned their acceptance or withdrawal forms or incorrectly completed their acceptance or withdrawal forms, the identity of such shareholders and the number of Ted Baker Shares to which such forms relate.

## **7. Ted Baker Share Plans and employee-related matters**

- 7.1 The provisions of Schedule 2 shall apply in respect of the Ted Baker Share Plans and certain Ted Baker employee-related matters.

7.2 Each of the parties agrees that if the Acquisition is implemented by way of the Scheme, the timetable for its implementation shall be fixed so as to enable options and awards under the Ted Baker Share Plans to be exercised or vest in sufficient time prior to the Scheme Record Time to enable the resulting Ted Baker Shares to be bound by the Scheme on the same terms as Ted Baker Shares held by Ted Baker Shareholders.

## **8. Directors' and officers' insurance**

8.1 If and to the extent such obligations are permitted by Law and if and to the extent any member of the Ted Baker Group has an obligation in its articles of association existing as at the date of this Agreement to indemnify its directors and officers, for six years after the Effective Date, Bidco and ABG shall procure the indemnification of such directors and officers and the advancing of expenses, in each case with respect to matters existing or occurring at or prior to the Effective Date and in a manner consistent with such obligation.

8.2 With effect from the Effective Date, Bidco shall procure the provision of directors' and officers' liability insurance cover for both current and former directors and officers of the Ted Baker Group, including directors and officers who retire or whose employment is terminated as a result of the Acquisition, for acts and omissions up to and including the Effective Date, in the form of runoff cover for a period of six years following the Effective Date. Such insurance cover shall be with reputable insurers and provide cover, in terms of amount and breadth, substantially equivalent to that provided under the Ted Baker Group's directors' and officers' liability insurance as at the date of this Agreement.

## **9. Termination**

9.1 Subject to clauses 9.2 and 9.3, this Agreement shall terminate and all obligations of the parties under this Agreement shall cease, as follows:

- (a) if agreed in writing between the parties, at any time prior to the Effective Date;
- (b) if the Announcement is not released by 5:30 p.m. on the date of this Agreement (unless, prior to that time, the parties have agreed in writing another time in accordance with clause 2.1, in which case the later time and date shall apply for the purposes of this clause 9.1(b));
- (c) upon service of written notice by Bidco to Ted Baker prior to the Longstop Date stating that either:
  - (i) any Condition which has not been waived is (or has become) incapable of satisfaction by the Longstop Date and, notwithstanding that Bidco has the right to waive such Condition, Bidco will not do so; or
  - (ii) any Condition which is incapable of waiver is incapable of satisfaction by the Longstop Date,

in each case in circumstances where the invocation of the relevant Condition (or confirmation that the Condition is incapable of satisfaction, as appropriate) is permitted by the Panel;



- (d) upon service of written notice by Bidco to Ted Baker, if one or more of the following occurs:
  - (i) the Acquisition Document or (if different) the document convening the Ted Baker General Meeting does not include the Ted Baker Board Recommendation or Ted Baker makes an announcement prior to the publication of such document(s) that: (A) the Ted Baker Board no longer intends to make the Ted Baker Board Recommendation or intends to adversely modify or qualify such recommendation; (B) it will not convene the Court Meeting or the Ted Baker General Meeting; or (C) it will not, or does not intend to post the Acquisition Document or (if different) the document convening the Ted Baker General Meeting (provided that neither (B) nor (C) (insofar as it relates to convening the Ted Baker General Meeting) shall apply where a Switch has occurred);
  - (ii) the Ted Baker Board withdraws or adversely modifies or adversely qualifies the Ted Baker Board Recommendation; or
  - (iii) where the Acquisition is being implemented by way of the Scheme, after the approval of the Scheme at the Court Meeting and the Ted Baker Resolutions at the Ted Baker General Meeting, the Ted Baker Board announces that it will not implement the Scheme;
- (e) upon service of written notice by Bidco to Ted Baker, if:
  - (i) in the case of the first limb of the definition of Competing Proposal only: (a) a Competing Proposal is recommended by the Ted Baker Board; or (b) a Competing Proposal completes, becomes effective or is declared or becomes unconditional in all respects; or
  - (ii) in the case of the remaining limbs of the definition of Competing Proposal, there is a Competing Proposal;
- (f) if the Acquisition is, with the permission of the Panel where required, withdrawn or lapses in accordance with its terms prior to the Longstop Date (other than where: (i) such lapse or withdrawal is as a result of the exercise of Bidco's right to effect a Switch; or (ii) it is otherwise to be followed within five (5) Business Days by an announcement under Rule 2.7 of the Code made by Bidco or a person acting in concert with Bidco to implement the Acquisition by a different offer or scheme on substantially the same or improved terms);
- (g) unless otherwise agreed by the parties in writing or required by the Panel, if the Effective Date has not occurred on or before the Longstop Date; or
- (h) if the Effective Date occurs.

9.2 Termination of this Agreement shall be without prejudice to the rights of the parties which have arisen prior to termination, including any claim in respect of a breach of this Agreement.

9.3 The following provisions shall survive termination of this Agreement: clauses 10 to 18 (inclusive), 20 to 24 (inclusive), this clause 9 and all related provisions of clause 1 (*Definitions and Interpretation*).

## **10. Takeover Code**

10.1 Nothing in this Agreement shall in any way limit the parties' obligations under the Code, and any uncontested rulings of the Panel as to the application of the Code in conflict with the terms of this Agreement shall take precedence over such terms of this Agreement.

10.2 The parties agree that, if the Panel determines that any provision of this Agreement that requires Ted Baker to take or not to take any action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.

10.3 Nothing in this Agreement shall oblige Ted Baker or the Ted Baker Directors to recommend a Takeover Offer or a Scheme or offer proposed by Bidco or any member of the Bidco Group.

10.4 Without prejudice to the warranties given by the parties pursuant to clause 11, nothing in this Agreement shall be taken to restrict the directors of any member of the Ted Baker Group or the director of any member of the Bidco Group from complying with Law, orders of court or regulations, including (to the extent applicable) the Code, the Listing Rules and the rules and regulations of the Panel and the UK Listing Authority.

## **11. Representations and warranties**

11.1 Each of Bidco and ABG represents and warrants to Ted Baker and Ted Baker represents and warrants to Bidco and ABG on the date of this Agreement that:

- (a) it has the requisite power and authority to enter into and perform its obligations under this Agreement;
- (b) this Agreement constitutes its legal, valid and binding obligations in accordance with its terms; and
- (c) the execution and delivery of, and performance of its obligations under, this Agreement will not:
  - (i) result in any breach of any provision of its constitutional documents;
  - (ii) result in a breach of, or constitute a default under, any instrument which is material in the context of the Acquisition to which it is a party or by which it is bound; or
  - (iii) result in a breach of any order, judgment, or decree of any court or governmental agency to which it is a party or by which it is bound.

11.2 No party shall have any claim against any other party pursuant to clause 11.1 for misrepresentation or breach of warranty after the Effective Date (without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement).

- 11.3 Subject to the information provided under clause 3.3(b) in respect of Ted Baker and the Ted Baker Group, each of Bidco and ABG acknowledges and agrees that any information and/or assistance provided by Ted Baker and/or any of its Connected Persons, whether before, on or after the date of this Agreement: (i) pursuant to the obligations of Ted Baker or any member of the Ted Baker Group under or otherwise in connection with this Agreement, (ii) in connection with the Acquisition, or (iii) in connection with the Formal Sales Process more generally to the extent it applies to Bidco, ABG and/or their Connected Persons, shall in each case be given on the basis that neither Ted Baker nor any of its Connected Persons shall incur any liability in respect of any loss or damage that Bidco, ABG or any of their respective Connected Persons may suffer as a result of the provision of any such information and/or assistance (save, in each case, for loss or damage resulting from the fraud or fraudulent misrepresentation of Ted Baker or any of its Connected Persons, or any other liability which cannot be excluded by applicable laws or regulations).
- 11.4 ABG represents and warrants to Ted Baker that Bidco is an indirect wholly-owned subsidiary of ABG and ABG has the power to control Bidco and procure its compliance with the terms of this Agreement.

## **12. Costs**

Except as otherwise provided in this Agreement, each party shall pay its own Costs incurred in connection with negotiating, preparing and completing this Agreement or otherwise in connection with the Acquisition.

## **13. Entire agreement**

- 13.1 Without prejudice to the terms of the Announcement or the Acquisition Document, this Agreement and the Confidentiality Agreement together set out the entire agreement between the parties relating to the Acquisition and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the Acquisition.
- 13.2 Each party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement that is not set out in this Agreement or the Confidentiality Agreement.
- 13.3 Except in the case of fraud or fraudulent misrepresentation, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement or the Confidentiality Agreement.
- 13.4 For the purposes of this clause, *pre-contractual statement* means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement or the Confidentiality Agreement made or given by any person at any time prior to the entry into of this Agreement.
- 13.5 Nothing in this Agreement shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

13.6 Each party agrees to the terms of this clause 13 on its own behalf.

#### **14. Assignment**

Unless the parties specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

#### **15. Notices**

15.1 Any notice to be given by one party to the other party in connection with this Agreement shall be in writing in English and signed by or on behalf of the party giving it. It shall be delivered by hand, e-mail, registered post or courier using an internationally recognised courier company.

15.2 A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, (ii) at the time of delivery, if sent by registered post or courier or (iii) at the time of transmission if delivered by e-mail (provided that the sender does not receive a notice of non-delivery). Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

15.3 The addresses and e-mail addresses of the parties for the purpose of clause 15.1 are:

##### **Bidco**

Address: 3<sup>rd</sup> Floor, 1 Ashley Road  
Altrincham  
Cheshire  
United Kingdom  
WA14 2DT

E-mail: [REDACTED]

For the attention of: [REDACTED]

*With a copy (which shall not constitute notice) to:*

Address: Slaughter and May,  
One Bunhill Row,  
London EC1Y 8YY

E-mail: [REDACTED]

For the attention of: [REDACTED]

##### **ABG**

Address: c/o Authentic Brands Group,  
1411 Broadway 21st Floor.

New York, NY 10018  
United States

E-mail: [REDACTED]

For the attention of: [REDACTED]

*With a copy (which shall not constitute notice) to:*

Address: Slaughter and May,  
One Bunhill Row,  
London EC1Y 8YY

E-mail: [REDACTED]

For the attention of: [REDACTED]

**Ted Baker**

Address: The Ugly Brown Building, 6a St Pancras Way, London NW1  
0TB

E-mail: [REDACTED]

For the attention of: [REDACTED]

*With a copy (which shall not constitute notice) to:*

Address: Freshfields Bruckhaus Deringer,  
100 Bishopsgate,  
London, EC2P 2SR

E-mail: [REDACTED]

For the attention of: [REDACTED]

15.4 Each party shall notify the other parties in writing of any change to its details in clause 15.3 from time to time.

**16. Language**

Each language of communication under or in connection with this Agreement shall be in English.

**17. Waivers, rights and remedies**

17.1 The rights and remedies provided for in this Agreement are cumulative and not exclusive of any other rights or remedies, whether provided by Law or otherwise.

17.2 No failure to exercise, or delay in exercising, any right under this Agreement or provided by Law shall affect that right or operate as a waiver of the right. The single or

partial exercise of any right under this Agreement or provided by Law shall not preclude any further exercise of it.

- 17.3 Without prejudice to any other rights or remedies that the other parties may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of this Agreement and that accordingly the other parties may be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement by any party and no proof of special damages shall be necessary for the enforcement by any party of the rights under this Agreement.

**18. No partnership**

No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other parties for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for the other parties in any way or for any purpose.

**19. Further assurances**

At the Cost of the requesting party, each party shall (and shall procure that members of its Group shall) execute such documents and do such acts and things as may be necessary for the purpose of giving the full benefit of this Agreement.

**20. Counterparts**

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

**21. Variations**

- 21.1 No variation of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

- 21.2 If this Agreement is varied:

- (a) the variation shall not constitute a general waiver of any provisions of this Agreement;
- (b) the variation shall not affect any rights, obligations or liabilities under this Agreement that have already accrued up to the date of variation; and
- (c) the rights and obligations of the parties under this Agreement shall remain in force, except as, and only to the extent that, they are varied.

**22. Invalidity**

- 22.1 Each of the provisions of this Agreement is severable.

- 22.2 If and to the extent that any provision of this Agreement:

- (a) is held to be, or becomes, invalid or unenforceable under the Law of any jurisdiction; but
- (b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum deletions or modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the Law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause 22.2.

### **23. Third party enforcement rights**

- 23.1 The persons specified in clause 8 shall each have the right to enforce the relevant terms of that clause by reason of the Contracts (Rights of Third Parties) Act 1999. This right is subject to (i) the rights of the parties to amend or vary this Agreement without the consent of any such persons and (ii) the other terms and conditions of this Agreement.
- 23.2 Except as set out in clause 23.1, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

### **24. Governing law and jurisdiction**

- 24.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.
- 24.2 The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Agreement, including disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For these purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.
- 24.3 ABG shall at all times maintain an agent for service of process and any other documents in proceedings in England and Wales or any other proceedings in connection with this Agreement. That agent shall be Bidco whose registered office as at the date of this Agreement is as stated in this Agreement. Any claim form, judgment or other notice of legal process shall be sufficiently served on ABG if delivered to such agent at its address for the time being. ABG waives any objection to such service.
- 24.4 ABG irrevocably undertakes not to revoke the authority of its agent and if, for any reason, another party requests ABG to do so, ABG shall promptly appoint another such agent with an address in England and advise the other parties of the agent's details. If, following such a request, ABG fails to appoint another agent within 30 days, Ted Baker shall be entitled to appoint one on behalf of ABG at the expense of ABG. Nothing in

this Agreement shall affect the right of ABG to serve process in any other manner permitted by Law.



IN WITNESS WHEREOF this Agreement has been entered into on the date stated on page 1.



for and on behalf of  
**AUTHENTIC BRANDS GROUP, LLC**

)  
)  
)



for and on behalf of  
**ABG-ROBIN BIDCO (UK) LIMITED**

)  
)  
)

**SIGNED** by  
for and on behalf of  
**TED BAKER PLC**

)  
)  
)

IN WITNESS WHEREOF this Agreement has been entered into on the date stated on page 1.

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**SIGNED** by )  
for and on behalf of )  
**ABG-ROBIN BIDCO (UK) LIMITED** )

**SIGNED** by )  
for and on behalf of )  
**TED BAKER PLC** )



**Schedule 1**  
**Form of Announcement**

**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN OR INTO ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

**FOR IMMEDIATE RELEASE**

**16 August 2022**

**RECOMMENDED FINAL CASH OFFER  
for  
Ted Baker plc  
by  
ABG-Robin BidCo (UK) Limited  
(a newly incorporated entity wholly-owned by Authentic Brands Group, LLC)  
to be effected  
by means of a Scheme of Arrangement  
under Part 26 of the Companies Act 2006**

**Summary**

- The boards of directors of Authentic Brands Group, LLC (“ABG”) and Ted Baker plc (“Ted Baker”) announce that they have reached agreement on the terms of a recommended final cash offer by ABG-Robin BidCo (UK) Limited (“Bidco”) (a newly incorporated entity wholly-owned by ABG) to acquire the entire issued and to be issued share capital of Ted Baker. It is intended that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act.
- Under the terms of the Acquisition, Ted Baker Shareholders will be entitled to receive:  
**110 pence in cash for each Ted Baker Share (the “Cash Consideration”)**
- The Acquisition values Ted Baker’s existing issued and to be issued ordinary share capital at approximately £211 million and the price of 110 pence per Ted Baker Share represents a premium of approximately:
  - 18.2 per cent. to Ted Baker’s share price of 93.10 pence at close of business on 15 August 2022, being the last Business Day before the date of this announcement; and
  - 11.4 per cent. to Ted Baker’s share price of 98.75 pence at close of business on 17 March 2022, being the last Business Day before the Offer Period commenced.
- **The Cash Consideration is final and will not be improved or revised, except that Bidco reserves the right to improve or revise the Cash Consideration if there is an announcement on or after the date of this announcement of an offer, possible offer or firm intention to make an offer for Ted Baker by a third party offeror or potential offeror other than ABG or Bidco.**
- If, on or after the date of this announcement and before the Effective Date, any dividend, distribution or other return of value on the shares is announced, declared, made or paid by Ted Baker or becomes payable by Ted Baker in respect of the Ted Baker Shares, Bidco reserves the

right to reduce the consideration payable under the terms of the Acquisition for the Ted Baker Shares by an amount up to the aggregate amount of such dividend and/or distribution and/or return of value on the shares. In such circumstances, Ted Baker Shareholders would be entitled to receive and retain any such dividend and/or distribution and/or return of value on the shares.

## **Recommendation**

- The directors of Ted Baker, who have been so advised by Evercore and Blackdown as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their advice, Evercore and Blackdown have taken into account the commercial assessments of the directors of Ted Baker.
- **Accordingly, the directors of Ted Baker intend unanimously to recommend that Ted Baker Shareholders vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting as they have irrevocably undertaken to do in respect of their own beneficial holdings of Ted Baker Shares (and/or those Ted Baker Shares over which they have control) comprising 101,056 Ted Baker Shares in aggregate, which represent approximately 0.1 per cent. of the issued share capital of Ted Baker on 15 August 2022 (being the last Business Day before the date of this announcement).**
- **Bidco and/or ABG has received irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such offer) from certain Ted Baker Shareholders, including the directors of Ted Baker, in respect of their entire beneficial holdings of Ted Baker Shares (and/or those Ted Baker Shares over which they have control or the ability to control) comprising 93,658,711 Ted Baker Shares in aggregate, which represent approximately 50.7 per cent. of the issued share capital of Ted Baker on 15 August 2022 (being the last Business Day before the date of this announcement).**
- Further details of these irrevocable undertakings are set out in paragraph 6 of, and Appendix 3 to, this announcement.

## **Background to and reasons for the Acquisition**

- ABG believes Ted Baker is a distinctive British lifestyle brand with a rich, authentic heritage and strong worldwide customer recognition. As a leading global brand management company, ABG believes it will be a good custodian of the Ted Baker brand and is well positioned to accelerate its growth and enhance its value.
- ABG intends to use its global network of established operating partners with deep industry expertise, together with its business model that combines leading brand management capabilities, to enhance Ted Baker's revenue and profitability across merchandise categories and geographic regions as it has for other acquired brands including Reebok, Brooks Brothers, Nautica, and Eddie Bauer.
- ABG believes that Ted Baker is better suited to private ownership, as this will facilitate a restructuring of the business in order to maximise its future potential.
- After completion of the Acquisition, ABG intends to separate the Ted Baker business into: (i) an intellectual property holding company which would remain controlled by ABG; and (ii) one or more operating companies which would manage the physical retail, e-commerce and

wholesale operations of the Ted Baker business. ABG intends to explore options to transfer full or partial ownership and control of some or all of such operating companies to partners with established operating businesses.

- In particular, ABG believes there are significant growth opportunities for the Ted Baker brand in North America given the Ted Baker brand's strong consumer recognition in this market. ABG owns 50 per cent. of SPARC Group LLC ("SPARC") a North American retail, e-commerce and wholesale operating joint venture alongside Simon Property Group, a leading owner and operator of regional shopping malls and outlet centres in North America. SPARC operates approximately 1,660 stores in North America and has substantial e-commerce and wholesale activities. Whilst detailed intentions and plans have not yet been formulated, in order to accelerate growth and provide operating economies of scale, one of the options which ABG may explore is the potential to enter into formal discussions to seek to combine Ted Baker Operations in North America with those of SPARC.

### **Information relating to ABG and Bidco**

- ABG is a leading global brand management company headquartered in New York, which owns, manages, and seeks to elevate the long-term value of a global portfolio of brands. During the past twelve years, ABG has acquired majority ownership interests in over 50 consumer and entertainment brands.
- From Reebok to Nautica, Eddie Bauer to Spyder, and David Beckham to Sports Illustrated, ABG's brands span the fashion & lifestyle, active & outdoor, celebrity & entertainment, and sports sectors. Through over 300,000 points of sale and over 8,500 retail stores and shop-in-shops, its brands collectively generate over \$21 billion in annual global retail sales.
- Bidco is a private limited company registered in England and Wales and incorporated on 11 August 2022. Bidco was established for the purposes of making the Acquisition and is an indirect wholly-owned subsidiary of ABG.

### **Timetable and conditions**

- It is intended that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act (although Bidco reserves the right to effect the Acquisition by way of a Takeover Offer, subject to the consent of the Panel and the terms of the Co-operation Agreement).
- The Acquisition will be put to Ted Baker Shareholders at the Court Meeting and General Meeting. The Court Meeting and the General Meeting are required to enable Ted Baker Shareholders to consider, and if thought fit, to vote in favour of the Scheme and the Resolutions to implement the Scheme. In order to become Effective, the Scheme must be (i) approved by a majority in number representing not less than 75 per cent. in value of Scheme Shareholders (or each of the relevant classes thereof, if applicable) present and voting and entitled to vote, either in person or by proxy, at the Court Meeting (and at any separate class meeting which may be required or any adjournment thereof), and (ii) sanctioned by the Court without modification or with modification on terms acceptable to ABG and Ted Baker. In addition, at the General Meeting to implement the Scheme, the Resolutions must be passed by the requisite majority or majorities of Ted Baker Shareholders. The General Meeting will be held immediately after the Court Meeting.
- The Scheme Document will include full details of the Scheme, together with notices of the Court Meeting and the General Meeting and the expected timetable and will specify the action

to be taken by Scheme Shareholders. It is expected that the Scheme Document, containing further information about the Acquisition and notices of the Court Meeting and General Meeting together with the Forms of Proxy, will be sent to Ted Baker Shareholders and (for information only) participants in the Ted Baker Share Plans as soon as practicable and, in any event, within 28 days of the date of this announcement (or such later date as may be agreed between Bidco and Ted Baker with the consent of the Panel).

- Subject, among other things, to the satisfaction or waiver of the Conditions, it is expected that the Scheme will become Effective during the fourth quarter of 2022.

### **Comments on the Acquisition**

- Commenting on today's announcement, Jamie Salter, Founder, Chairman and CEO of ABG said:

*“Ted Baker is a highly regarded, uniquely British brand whose strong fashion credibility resonates with consumers around the world. We are excited to build on the brand's global foundation through a business model focused on licensing, wholesale, retail, digital and strategic marketing partnerships. Under ABG's ownership, we believe that Ted Baker is poised for continued growth and success.”*

- Commenting on today's announcement, Helena Feltham, Interim Chair of Ted Baker said:

*“In April 2022, after receiving a number of unsolicited bid proposals and having consulted with our major shareholders, the Ted Baker Board decided to launch a formal sale process to evaluate interest in the business. The process was thorough and attracted global interest.*

*Today, we are announcing an all-cash offer from ABG. The Ted Baker Board believes the offer, which is supported by Ted Baker shareholders with a majority of shares, represents a fair value for shareholders and balances the company's growth prospects with the risks of the uncertain economic environment in which the business is operating.*

*Ted Baker was founded by Ray Kelvin in 1987 and through imagination, creativity, innovation and a rigorous focus on product design and quality, it has grown into a unique British brand with a strong global presence. The Ted Baker Board would like to recognise and thank all those who have contributed to building the brand, including the management team and Ted Baker teams across the world.*

*The Ted Baker Board believes that ABG will be a strong and supportive owner of the business. We are confident that with ABG's experience, reach and investment, the Ted Baker brand will be capable of achieving its long-term global potential.”*

**This summary should be read in conjunction with, and is subject to, the full text of this announcement (including the Appendices). The Acquisition will be subject to the Conditions and certain further terms set out in Appendix 1 and to the full terms and conditions which will be set out in the Scheme Document. Appendix 2 contains the bases and sources of certain information contained in this summary and the following announcement. Appendix 3 contains details of the irrevocable undertakings received by Bidco and/or ABG. Appendix 4 contains the definitions of certain terms used in this summary and the following announcement.**

The person responsible for making this announcement at Ted Baker is Rishi Sharma, Group General Counsel and Company Secretary.

## **Enquiries**

### **Authentic Brands Group, LLC**

Natasha Fishman (Chief Communications Officer) +1 718 637 4247

Haley Steinberg (SVP, PR & Corporate Communications) +1 814 882 2913

### **BofA Securities (Financial Adviser to ABG)**

+44 (0) 20 7628 1000

Eamon Brabazon

Joshua Maguire

Geoff Iles

### **Ted Baker plc**

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Marc Dench (Chief Financial Officer)

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Slaughter and May is acting as legal adviser to ABG and Bidco in connection with the Acquisition.

Freshfields Bruckhaus Deringer LLP is acting as legal adviser to Ted Baker in connection with the Acquisition.

### ***Further information***

*This announcement is for information purposes only and is not intended to and does not constitute, or form part of, any offer, invitation or the solicitation of any offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities of Ted Baker in any jurisdiction in contravention of applicable law. The Acquisition will be implemented solely by means of the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer Document), which will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition. Any vote in respect of, or other response in relation to, the Acquisition should be made only on the basis of the information contained in the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer Document).*

*Ted Baker and Bidco urge Ted Baker Shareholders to read the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer Document) when it becomes available because it will contain important information relating to the Acquisition.*

*This announcement does not constitute a prospectus, prospectus equivalent document or an exempted document.*

### ***Disclaimers***

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or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Panmure Gordon in connection with this announcement, any statement contained herein or otherwise.

### **Overseas jurisdictions**

*The release, publication or distribution of this announcement in or into certain jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable requirements.*

*The availability of the Acquisition to Ted Baker Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in, or citizens of, the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of persons who are not resident in the United Kingdom to vote their Ted Baker Shares with respect to the Scheme at the Court Meeting, or to execute and deliver forms of proxy appointing another to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.*

*This announcement has been prepared for the purposes of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside of England. The Acquisition will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA.*

*Unless otherwise determined by Bidco or required by the Code, and permitted by applicable law and regulation, the Acquisition will not be made available, in whole or in part, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this announcement and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction, or any jurisdiction where to do so would violate the laws of that jurisdiction, and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of Takeover Offer (unless otherwise permitted by applicable law or regulation), the Takeover Offer may not be made, directly or indirectly, in or into or by the use of the mails or any other means or instrumentality (including, without limitation, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.*

*Further details in relation to Overseas Shareholders will be contained in the Scheme Document.*

### **Notice to US investors in Ted Baker**

*The Acquisition relates to the shares of an English company and is being implemented by means of a scheme of arrangement provided for under English company law. A transaction effected by means of a*

*scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Acquisition is subject to disclosure and procedural requirements and practices applicable in the United Kingdom to schemes of arrangement, which differ from the disclosure and procedural requirements of the United States tender offer and proxy solicitation rules. If, in the future, ABG exercises its right to implement the Acquisition by way of a Takeover Offer and determines to extend the offer into the United States, the Takeover Offer will be made in compliance with applicable US securities laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. Such Takeover Offer would be made in the United States by Bidco and no one else.*

*The financial information included in this announcement and the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer Document) has been or will have been prepared in accordance with generally accepted accounting principles of the United Kingdom and thus may not be comparable to the financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.*

*The receipt of cash pursuant to the Acquisition by a US holder of Ted Baker Shares as consideration for the transfer of its Scheme Shares pursuant to the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Ted Baker Shareholder is therefore urged to consult his or her independent legal, tax and financial advisers in connection with making a decision regarding the Acquisition.*

*It may be difficult for US holders of Ted Baker Shares to enforce their rights and any claims arising out of US federal laws, since Bidco and Ted Baker are each located in a non-US jurisdiction, and some or all of their officers and directors may be residents of non-US jurisdictions. US holders of Ted Baker Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.*

*In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Bidco, certain affiliated companies and their nominees or brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Ted Baker Shares outside of the United States, other than pursuant to the Acquisition, until the date on which the Scheme and/or Takeover Offer becomes Effective, lapses or is otherwise withdrawn. If such purchases or arrangements to purchase were to be made they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Exchange Act. Any information about such purchases will be disclosed as required in the UK, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com).*

### **Forward looking statements**

*This announcement (including information incorporated by reference in this announcement), oral statements made regarding the Acquisition, and other information published by ABG, Bidco and Ted Baker contain statements which are, or may be deemed to be, "forward-looking statements". Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of ABG, Bidco and/or Ted Baker (as applicable) about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.*

*The forward-looking statements contained in this announcement include statements relating to the expected effects of the Acquisition on ABG, Bidco and Ted Baker, the expected timing and scope of the Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as “plans”, “expects” or “does not expect”, “is expected”, “is subject to”, “budget”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates” or “does not anticipate”, or “believes”, or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved. Although ABG, Bidco and/or Ted Baker (as applicable) believe that the expectations reflected in such forward-looking statements are reasonable, ABG, Bidco and Ted Baker can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future.*

*There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include, but are not limited to: the ability to complete the Acquisition; the ability to obtain requisite regulatory and shareholder approvals and the satisfaction of the other Conditions on the proposed terms; changes in local or global political and economic conditions; changes in consumer habits and preferences; legal or regulatory developments and changes; changes in supervisory expectations or requirements; changes in the business, competitive or market environments or forces; changes in the behaviour of other market participants; changes future exchange or interest rates; weak, volatile or illiquid capital and/or credit markets; changes in tax rates; the outcome of any litigation; the impact of any future business acquisitions, disposals, combinations or similar transactions; competitive product or pricing pressures; the relative success of business or operating initiatives; and changes in the level of capital investment. Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.*

*Neither ABG, Bidco nor Ted Baker, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur. Given the risks and uncertainties, you are cautioned not to place any reliance on these forward-looking statements.*

*Other than in accordance with their legal or regulatory obligations (including, where applicable, under the Listing Rules and the Disclosure and Transparency Rules of the FCA), neither ABG, Bidco nor Ted Baker is under any obligation, and ABG, Bidco and Ted Baker expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.*

### ***Rounding***

*Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.*

### ***No profit forecasts, estimates or quantified benefits statements***

*No statement in this announcement is intended as, or is to be construed as, a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this announcement should be interpreted to mean that earnings or earnings per share for Ted Baker for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Ted Baker.*

### ***Dealing and Opening Position Disclosure requirements***

*Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified.*

*An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10<sup>th</sup> Business Day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10<sup>th</sup> Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.*

*Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the Business Day following the date of the relevant dealing.*

*If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.*

*Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).*

*Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.*

### ***Electronic communications***

*Please be aware that addresses, electronic addresses and certain other information provided by Ted Baker Shareholders, persons with information rights and other relevant persons for the receipt of*

*communications from Ted Baker may be provided to Bidco during the Offer Period as required under Section 4 of Appendix 4 to the Code to comply with Rule 2.11(c) of the Code.*

***Publication on website and hard copies***

*In accordance with Rule 26 of the Code, a copy of this announcement will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on ABG's website at [www.authenticbrands.com](http://www.authenticbrands.com) and Ted Baker's website at [www.tedbakerplc.com](http://www.tedbakerplc.com). For the avoidance of doubt, neither the contents of these websites nor the contents of any websites accessible from any hyperlinks are incorporated into or form part of this announcement.*

*Ted Baker Shareholders may request a hard copy of this announcement by contacting Link Group during business hours on +44 (0) 371 664 0300 or by submitting a request in writing to Link Group, at 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL.*

*For persons who receive a copy of this announcement in electronic form or via a website notification, a hard copy of this announcement will not be sent unless so requested. Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.*

***General***

*If the Acquisition is effected by way of a Takeover Offer and such Takeover Offer becomes or is declared unconditional and sufficient acceptances are received, Bidco intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Ted Baker Shares in respect of which the Takeover Offer has not been accepted.*

*Investors should be aware that Bidco may purchase Ted Baker Shares otherwise than under any Takeover Offer or the Scheme, including pursuant to privately negotiated purchases.*

*If you are in any doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriate authorised independent financial adviser.*

**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN OR INTO ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OF SUCH JURISDICTION.**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION**

**FOR IMMEDIATE RELEASE**

**16 August 2022**

**RECOMMENDED FINAL CASH OFFER  
for  
Ted Baker plc  
by  
ABG-Robin BidCo (UK) Limited  
(a newly incorporated entity wholly-owned by Authentic Brands Group, LLC)**

**to be effected  
by means of a Scheme of Arrangement  
under Part 26 of the Companies Act 2006**

**1. Introduction**

The boards of directors of Authentic Brands Group, LLC (“ABG”) and Ted Baker (“Ted Baker”) announce that they have reached agreement on the terms of a recommended final cash offer by ABG-Robin BidCo (UK) Limited (“Bidco”) (a newly incorporated entity wholly-owned by ABG) to acquire the entire issued and to be issued share capital of Ted Baker.

**2. The Acquisition**

It is intended that the Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act. The purpose of the Scheme is to enable Bidco to acquire the entire issued and to be issued share capital of Ted Baker.

Under the terms of the Acquisition, which will be subject to the Conditions and certain further terms set out in Appendix 1 to this announcement and to the full terms and conditions which will be set out in the Scheme Document, Ted Baker Shareholders will be entitled to receive:

**110 pence in cash for each Ted Baker Share (the “Cash Consideration”)**

The price of 110 pence per Ted Baker Share represents a premium of approximately:

- 18.2 per cent. to Ted Baker’s share price of 93.10 pence at close of business on 15 August 2022, being the last Business Day before the date of this announcement; and
- 11.4 per cent. to Ted Baker’s share price of 98.75 pence at close of business on 17 March 2022, being the last Business Day before the Offer Period commenced.

The Acquisition values Ted Baker’s existing issued and to be issued ordinary share capital at approximately £211 million.

**The Cash Consideration is final and will not be improved or revised, except that Bidco reserves the right to improve or revise the Cash Consideration if there is an**



**announcement on or after the date of this announcement of an offer, possible offer or firm intention to make an offer for Ted Baker by a third party offeror or potential offeror other than ABG or Bidco.**

If, on or after the date of this announcement and before the Effective Date, any dividend, distribution or other return of value on the shares is announced, declared, made or paid by Ted Baker or becomes payable by Ted Baker in respect of the Ted Baker Shares, Bidco reserves the right to reduce the consideration payable under the terms of the Acquisition for the Ted Baker Shares by an amount up to the amount of such dividend and/or distribution and/or return of value on the shares. In such circumstances, Ted Baker Shareholders would be entitled to receive and retain any such dividend and/or distribution and/or return of value on the shares.

In the event that the Acquisition is to be implemented by way of a Takeover Offer, the Ted Baker Shares will be acquired pursuant to the Takeover Offer fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto. Any new Ted Baker Shares issued and/or transferred to Bidco pursuant to the Scheme will be issued and/or transferred on the same basis.

### **3. Recommendation**

The directors of Ted Baker, who have been so advised by Evercore and Blackdown as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing their advice, Evercore and Blackdown have taken into account the commercial assessments of the directors of Ted Baker.

Accordingly, the directors of Ted Baker intend unanimously to recommend that Ted Baker Shareholders vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting as they have irrevocably undertaken to do in respect of their own beneficial holdings of Ted Baker Shares (and/or those Ted Baker Shares over which they have control) comprising 101,056 Ted Baker Shares in aggregate, which represent approximately 0.1 per cent. of the issued share capital of Ted Baker) on 15 August 2022 (being the last Business Day before the date of this announcement).

Further details of these irrevocable undertakings, including the circumstances in which they cease to be binding, are set out in Appendix 3.

### **4. Background to and reasons for the Acquisition**

ABG believes Ted Baker is a distinctive British lifestyle brand with a rich, authentic heritage and strong worldwide customer recognition. As a leading global brand management company, ABG believes it will be a good custodian of the Ted Baker brand and is well positioned to accelerate its growth and enhance its value.

ABG intends to use its global network of established operating partners with deep industry expertise, together with its business model that combines leading brand management capabilities, to enhance Ted Baker's revenue and profitability across merchandise categories and geographic regions as it has for other acquired brands including Reebok, Brooks Brothers, Nautica, and Eddie Bauer.

ABG believes that Ted Baker is better suited to private ownership, as this will facilitate a restructuring of the business in order to maximise its future potential. ABG intends to separate the Ted Baker business into: (i) an intellectual property holding company which would remain controlled by ABG; and (ii) one or more operating companies which would manage the physical retail, e-commerce and wholesale operations of the Ted Baker business. ABG intends to explore options to transfer full or partial ownership and control of some or all of such operating companies to partners with established operating businesses.

In particular, ABG believes there are significant growth opportunities for the Ted Baker brand in North America given the Ted Baker brand's strong consumer recognition in this market. ABG owns 50 per cent. of SPARC Group LLC ("SPARC") a North American retail, e-commerce and wholesale operating joint venture alongside Simon Property Group, a leading owner and operator of regional shopping malls and outlet centres in North America. SPARC operates approximately 1,660 stores in North America and has substantial e-commerce and wholesale activities. Whilst detailed intentions and plans have not yet been formulated, in order to accelerate growth and provide operating economies of scale, one of the options which ABG may explore is the potential to enter into formal discussions to seek to combine Ted Baker Operations in North America with those of SPARC.

Further details of ABG's intentions regarding the future of the Ted Baker business under its ownership are set out in paragraph 10 of this announcement.

## **5. Background to and reasons for the recommendation**

On 4 April 2022, the Ted Baker Board announced that, in view of the interest expressed by potential offerors and having consulted its major shareholders, the Ted Baker Board had decided to conduct an orderly process to establish whether there was a bidder prepared to offer a value that would be considered attractive relative to the standalone prospects of Ted Baker as a listed company.

Initial proposals were received based upon publicly available information, with selected interested parties invited to progress to the next phase of the process based on the attractiveness and deliverability of their proposal. These interested parties were given access to due diligence information on the business and a presentation from management, after which Ted Baker received a number of revised proposals. ABG was subsequently selected as the preferred bidder to take forward into a process of confirmatory due diligence.

Following a period of confirmatory due diligence, ABG informed the Ted Baker Board that it did not intend to proceed with an offer for Ted Baker. The decision not to proceed was not linked to any findings of its due diligence review of Ted Baker but rather to the deterioration in the wider macroeconomic environment in the period since the launch of the sales process, which had affected ABG and its potential operating partners' risk appetite and ABG's willingness to proceed at the indicative value originally put forward.

The Ted Baker Board reinitiated discussions with other parties. ABG subsequently submitted a revised indicative proposal to effect the Acquisition and the Ted Baker Board agreed to allow ABG a period of further due diligence.

Having had discussions with a number of other parties, the Ted Baker Board believes that the offer from ABG (as described in this announcement) represents the most attractive and deliverable proposal for Ted Baker and its shareholders.

In recommending the Acquisition, the Ted Baker Board has taken into account a number of factors, including that:

- the Acquisition provides an opportunity for Ted Baker Shareholders to crystallise, in cash, their investment in Ted Baker at a valuation that the Ted Baker Board considers fair in view of the significant recent deterioration of the macro-economic environment and outlook as well as the potential for an extended period of recession in the UK;
- the Acquisition price of 110 pence per Ted Baker Share represents a premium of approximately 18.2 per cent. to Ted Baker's share price of 93.10 pence at close of business on 15 August 2022 (being the last Business Day before the date of this announcement) and a premium of approximately 11.4 per cent. to Ted Baker's share price of 98.75 pence at close of business on 17 March 2022, being the last Business Day before the Offer Period commenced;
- the Acquisition has the full support of Ted Baker's largest shareholders, Toscafund, Ray Kelvin, Schroders and Oasis, each of whom has given an irrevocable undertaking to vote in favour of the Scheme and the Resolutions (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such offer) in respect of their entire beneficial holdings of Ted Baker Shares (and/or those Ted Baker Shares over which they have control or the ability to control) comprising 93,557,655 Ted Baker Shares in aggregate, which represent approximately 50.7 per cent. of the issued share capital of Ted Baker on 15 August 2022 (being the last Business Day before the date of this announcement);
- the Ted Baker Board believes that ABG will be a good custodian of the Ted Baker brand and that ABG's experience, reach and support will help Ted Baker to achieve its long-term global potential; and
- the Ted Baker Board also believes ABG is well positioned to accelerate Ted Baker's growth, benefitting employees, customers and other stakeholders, and that there could be operational benefits from the potential transfer of some or all of Ted Baker's operations to regional operating partners.

The Ted Baker Board welcomes ABG's confirmation that, following completion of the Acquisition, it intends to fully safeguard the existing contractual and statutory employment and pension rights of the management and employees of Ted Baker in accordance with applicable law and does not intend to make any material changes to the conditions of employment of the management and employees of Ted Baker and its group companies. In particular, the Ted Baker Board is pleased that ABG attaches great importance and value to the skills, experience and commitment of the management and employees of Ted Baker and recognises that the employees and management of Ted Baker will be key to the success of Ted Baker going forward. The Ted Baker Board also welcomes ABG's confirmation that, in summary, it has no intention that the Acquisition will result in an alteration of the retail footprint and places of business of Ted Baker or a redeployment of the fixed assets of Ted Baker and, whilst ABG controls Ted Baker UK, ABG intends to maintain Ted Baker's corporate headquarters in London and does not expect any material changes to Ted Baker's creative design capabilities which constitute its research and development activities.

Further details of ABG's intentions regarding the future of the Ted Baker business under its ownership are set out in paragraph 10 of this announcement.

Following careful consideration of the financial terms of the Acquisition, the combination of value and certainty that the terms of the Acquisition provide to shareholders, and the factors set out above, the directors of Ted Baker intend unanimously to recommend the Acquisition to Ted Baker Shareholders. The directors of Ted Baker have irrevocably undertaken to vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting in respect of their own beneficial holdings of Ted Baker Shares (and/or those Ted Baker Shares over which they have control) comprising 101,056 Ted Baker Shares in aggregate, which represent approximately 0.1 per cent. of the issued share capital of Ted Baker) on 15 August 2022 (being the last Business Day before the date of this announcement).

Further details of the irrevocable undertakings described in this paragraph 5 are set out in paragraph 6 of, and Appendix 3 to, this announcement.

## **6. Irrevocable undertakings**

Bidco and/or ABG has received irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such offer) from certain Ted Baker Shareholders, including the directors of Ted Baker, in respect of their entire beneficial holdings of Ted Baker Shares (and/or those Ted Baker Shares over which they have control or the ability to control) comprising 93,658,711 Ted Baker Shares in aggregate, which represent approximately 50.7 per cent. of the issued share capital of Ted Baker on 15 August 2022 (being the last Business Day before the date of this announcement).

The irrevocable undertakings from the directors of Ted Baker are in respect of their entire beneficial holdings of Ted Baker Shares (and/or those Ted Baker Shares over which they have control) comprising 101,056 Ted Baker Shares in aggregate, which represent approximately 0.1 per cent. of the issued share capital of Ted Baker on 15 August 2022 (being the last Business Day before the date of this announcement).

These undertakings also include irrevocable undertakings from Toscafund, Ray Kelvin, Schrodgers and Oasis in respect of their entire beneficial holdings of Ted Baker Shares (and/or those Ted Baker Shares over which they have control or the ability to control) comprising 93,557,655 Ted Baker Shares in aggregate, which represent approximately 50.7 per cent. of the issued share capital of Ted Baker on 15 August 2022 (being the last Business Day before the date of this announcement).

In total, therefore, Bidco and/or ABG has received irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such offer) in respect of 93,658,711 Ted Baker Shares in aggregate, which represents approximately 50.7 per cent. of the issued share capital of Ted Baker on 15 August 2022 (being the last Business Day before the date of this announcement). These irrevocable undertakings will remain binding in the event that a higher competing offer for Ted Baker is made.

Further details of these irrevocable undertakings, including the circumstances in which they would cease to be binding, are set out in Appendix 3 to this announcement.

## **7. Information relating to ABG and Bidco**

### ***ABG***

ABG is a leading global brand management company, which owns, manages, and seeks to elevate the long-term value of a global portfolio of brands. During the past twelve years, ABG has acquired majority ownership interests in over 50 consumer, lifestyle, media and entertainment brands. From Reebok to Nautica, Eddie Bauer to Spyder, and David Beckham to Sports Illustrated, ABG's brands span the fashion & lifestyle, active & outdoor, celebrity & entertainment, and sports sectors. Through over 300,000 points of sale and over 8,500 retail stores and shop-in-shops, its brands collectively generate over \$21 billion in annual global retail sales. ABG's acquisitions this year include Reebok and David Beckham.

ABG also owns 50 per cent. of SPARC, a North American retail, e-commerce and wholesale operating joint venture alongside Simon Property Group, a leading owner and operator of regional shopping malls and outlet centres in North America. SPARC operates approximately 1,660 retail specialty and outlet stores in North America and substantial e-commerce and wholesale businesses for brands including Reebok, Eddie Bauer, Forever 21, Nautica, Aéropostale, Lucky Brand and Brooks Brothers in North America. In addition to SPARC, ABG's network of partners and leading licensees operate over 7,000 licensed and/or franchised stores and concessions around the world under ABG-owned brands. ABG believes that it drives positive social and environmental impact at scale through stakeholder education, sustainable initiatives, purpose-driven partnerships and diversity, equality and inclusion programs.

ABG was founded in New York in 2010 and operates through a global network of offices including Los Angeles, Miami, London, Shanghai, Mexico City and Toronto. ABG's European operations are based in London. ABG currently has 355 employees globally, of whom 62 are in the UK. ABG generated revenue of approximately \$696 million for the year ended 31 December 2021. ABG's significant shareholders include BlackRock, CVC Capital Partners, HPS Investment Partners, General Atlantic, Leonard Green & Partners, Simon Property Group, GIC and Salter Investment Fund.

ABG's portfolio of brands includes Marilyn Monroe, Elvis Presley, Muhammad Ali, Shaquille O'Neal, David Beckham, Dr. J, Greg Norman, Neil Lane, Thalia, Sports Illustrated, Reebok, Eddie Bauer, Spyder, Volcom, Airwalk, Nautica, Izod, Forever 21, Aéropostale, Juicy Couture, Vince Camuto, Lucky Brand, Nine West, Jones New York, Frederick's of Hollywood, Adrienne Vittadini, Van Heusen, Arrow, Tretorn, Tapout, Prince, Vision Street Wear, Brooks Brothers, Barneys New York, Judith Leiber, Herve Leger, Frye, Hickey Freeman, Hart Schaffner Marx, Thomasville, Drexel and Henredon.

### ***Bidco***

Bidco is a private limited company registered in England and Wales and incorporated on 11 August 2022. Bidco was established for the purposes of making the Acquisition and is an indirect wholly-owned subsidiary of ABG. Bidco has not traded since its date of incorporation, nor has it entered into any obligations other than in connection with the Acquisition.

The current directors of Bidco are Kevin Clarke and Jay Dubiner.

Further details in relation to Bidco will be contained in the Scheme Document.

## **8. Information relating to Ted Baker**

Ted Baker, which is listed on the premium segment of the Main Market of the London Stock Exchange, is a global lifestyle brand distributing across five continents through its three main distribution channels: retail (including eCommerce), wholesale and licensing.

Ted Baker has 370 stores and concessions worldwide, comprising 92 in the UK, 75 in Europe, 95 in North America, 97 in the Middle East, Africa and Asia, and 11 in Australasia.

Ted Baker is a highly regarded British lifestyle brand with a broad offering of accessibly priced personal luxury products for multiple consumer groups in multiple categories. The brand has an iconic visual identity and a strong brand code being known for Britishness, optimism, humour and joy delivered with impactful colour, bold print, an infectious charm and an always approachable personality.

## **9. Financing**

The cash consideration payable to Ted Baker Shareholders by Bidco under the terms of the Acquisition will be financed from ABG's existing cash resources.

BofA Securities, in its capacity as financial adviser to ABG and Bidco, is satisfied that sufficient resources are available to Bidco to satisfy in full the cash consideration payable to the Ted Baker Shareholders under the terms of the Acquisition.

Further information on the financing of the Acquisition will be set out in the Scheme Document.

## **10. Intentions of ABG**

ABG believes Ted Baker is a distinctive British lifestyle brand with a rich, authentic heritage and strong worldwide customer recognition. As a leading global brand management company, ABG believes it will be a good custodian of the Ted Baker brand and is well positioned to accelerate its growth and enhance its value.

ABG intends to use its global network of established operating partners with deep industry expertise, together with its business model that combines leading brand management capabilities, to enhance Ted Baker's revenue and profitability across merchandise categories and geographic regions as it has for other acquired brands including Reebok, Brooks Brothers, Nautica, and Eddie Bauer. ABG believes that Ted Baker is better suited to private ownership, as this will facilitate a restructuring of the business in order to maximise its future potential.

After completion of the Acquisition, ABG intends to separate the Ted Baker business (the "Separation") into:

- an intellectual property holding company ("IPCo") which would own and manage the worldwide licensing operations of the Ted Baker brand and be responsible for its global marketing strategy. It is intended that the IPCo will remain controlled by ABG; and
- one or more operating companies which would manage the physical retail, e-commerce and wholesale operations of the Ted Baker business in the UK, Continental Europe, North America and South Africa and the research and development activities of the Ted Baker business in the UK (together, the "Ted Baker Operations"). ABG intends to

explore options to transfer full or partial ownership and control of some or all of the Ted Baker Operations to partners with established operating businesses.

In particular, ABG believes there are significant growth opportunities for the Ted Baker brand in North America given the Ted Baker brand's strong consumer recognition in this market. ABG owns 50 per cent. of SPARC Group LLC ("SPARC") a North American retail, e-commerce and wholesale operating joint venture alongside Simon Property Group, a leading owner and operator of regional shopping malls and outlet centres in North America. SPARC operates approximately 1,660 stores in North America and has substantial e-commerce and wholesale activities. Whilst detailed intentions and plans have not yet been formulated, in order to accelerate growth and provide operating economies of scale, one of the options which ABG may explore is the potential to enter into formal discussions to seek to combine Ted Baker Operations in North America with those of SPARC.

Prior to this Announcement and consistent with market practice, ABG has been granted access to Ted Baker's senior management for the purposes of confirmatory due diligence. However, because of the constraints of the public offer process, ABG has not yet had access to sufficiently detailed information to formulate advanced plans or intentions regarding the impact of the acquisition of Ted Baker, other than the intention to split the business of Ted Baker as described above (the Separation). Whilst ABG has received preliminary indications of interest from potential regional operating partners regarding the Ted Baker Operations, it has not entered into detailed discussions with any parties.

Other than as stated in this announcement, ABG does not intend to make any substantial changes to its own business as a consequence of the Acquisition, including in respect of the continued employment of its current employees and management, its current places of business, the location of its headquarters or headquarters functions. Given the size of Ted Baker's business relative to the size of ABG's business, ABG confirms that the Acquisition will not impact its strategic plans for the ABG business as a whole.

ABG intends to work with Ted Baker's management team to undertake a detailed evaluation of the Ted Baker business (the "Evaluation"). ABG expects the Evaluation will be completed within approximately one to three months following completion of the Acquisition. The Evaluation will include:

- a review of Ted Baker's global and local marketing strategies and the identification of opportunities to further develop the Ted Baker brand;
- a review of the strategy and objectives of the Ted Baker brand globally including existing licensing and joint venture arrangements (such as in Greater China, Australia, Japan and the Middle East) and identification of future potential licensing and/or partnership opportunities with the objective of driving growth;
- an evaluation of the operations, performance and prospects of the Ted Baker Operations and central and regional support functions of Ted Baker; and
- an exploration of potential partnerships with regional operating partners to take full or partial control of some or all of the Ted Baker Operations with the objective of maximising benefits of scale and improving profitability. The potential operating

partners may have intentions for the Ted Baker Operations which differ from those of ABG.

#### *Research and development*

Ted Baker's creative design capabilities, which constitute Ted Baker's research and development activities, are conducted by the central hub for worldwide design which forms part of the Ted Baker Operations in the UK ("Ted Baker UK"). Whilst ABG controls Ted Baker UK, it does not expect any material changes to Ted Baker's research and development activities. It should, however, be noted that the evolving macro-economic situation may negatively impact Ted Baker UK's near-term operational performance and therefore ABG and/or Ted Baker UK may need to be agile to adapt their operational strategy to the impact of the situation.

It is ABG's expectation that in the event of a transfer of control of Ted Baker UK to a regional operating partner, Ted Baker's research and development activities would be maintained by that operating partner. However, whilst it cannot be known at this stage, it is possible that the operating partner may seek to combine Ted Baker's research and development activities with those of its own in the event of a transfer of control of Ted Baker UK.

#### *Headquarters*

Ted Baker's corporate headquarters form part of Ted Baker UK. Whilst ABG controls Ted Baker UK, ABG intends to maintain Ted Baker's corporate headquarters in London. In the event of any transfer of control of Ted Baker UK to a regional operating partner, there would be a range of possible outcomes which is unknown at present. ABG recognises that, for example, a UK regional operating partner may have an existing UK headquarters and may seek to combine UK headquarters.

#### *Places of business, management and employees and fixed assets*

ABG has no intention that the Acquisition will result in an alteration of the retail footprint and places of business of Ted Baker or a redeployment of the fixed assets of Ted Baker, nor does ABG expect that the Acquisition would result in a change in the balance of the skills and functions of Ted Baker employees or management. Ted Baker regularly evaluates its portfolio of stores in the ordinary course. It should, however, be noted that the evolving macro-economic situation may negatively impact Ted Baker UK's near-term operational performance and therefore ABG and/or Ted Baker UK may need to be agile to adapt their operational strategy to the impact of the situation.

As part of the Evaluation and pursuant to the Separation, ABG (and where applicable, its regional operating partners) will review the retail footprint and places of business of Ted Baker and, as a result, locations of business may be consolidated or repurposed.

ABG attaches great importance and value to the skills, experience and commitment of the management and employees of Ted Baker and recognises that the employees and management of Ted Baker will be key to the success of Ted Baker going forward.

ABG anticipates that irrespective of the outcome of the Evaluation, a number of Ted Baker corporate and support functions, including PLC-related functions, will no longer be required



following completion of the Acquisition. The outcome of the Evaluation may be a factor which informs ABG's approach to Ted Baker's headcount in these support functions. Should any of the Ted Baker Operations be combined with the operations of potential regional operating partners, it would likely result in a reduction of certain duplicate roles. It is not possible at this stage to quantify the potential reduction in Ted Baker's headcount given the range of potential outcomes of the Evaluation and the possible change of control of Ted Baker Operations. The formulation, finalisation and implementation of any proposals for restructuring, integration and workforce reductions by ABG will be subject to detailed and comprehensive planning. ABG will comply with applicable law (including any information and consultation obligations) in connection with any headcount reductions.

It is expected that all of the non-executive directors of Ted Baker will resign as directors of Ted Baker with effect from completion of the Acquisition.

#### *Existing rights*

ABG intends to fully safeguard the existing contractual and statutory employment and pensions rights of the management and employees of Ted Baker in accordance with applicable law and does not intend to make any material changes to the conditions of employment of the management and employees of Ted Baker and its group companies.

#### *Management incentivisation arrangements*

ABG intends to review the management, governance and incentive structure of Ted Baker. ABG has not entered into and has not held any discussions on proposals to enter into any form of incentivisation arrangements with members of Ted Baker's current management team, but may put in place incentive arrangements for certain members of Ted Baker's current management team following completion.

#### *Trading facilities*

Ted Baker is currently listed on the Official List and, as set out in paragraph 14, with effect on or shortly following the Effective Date, ABG intends to make a request to the London Stock Exchange to cancel trading in Ted Baker Shares and to the FCA to cancel the listing of the Ted Baker Shares from the Official List, in each case with effect from or shortly following the Effective Date. ABG also intends to re-register Ted Baker as a private limited company and for this to take effect as soon as practicable on or following the Effective Date.

No statements in this paragraph 10 constitute "post-offer undertakings" for the purposes of Rule 19.5 of the Code.

## **11. Ted Baker Share Plans**

Participants in the Ted Baker Share Plans will be contacted regarding the effect of the Acquisition on their rights under the Ted Baker Share Plans and provided with further details concerning the proposals which will be made to them in due course. Details of the proposals will be set out in the Scheme Document or, as the case may be, the Takeover Offer Document and in separate letters to be sent to participants in the Ted Baker Share Plans.

## 12. Offer-related arrangements

### Confidentiality Agreement

ABG and Ted Baker have entered into a confidentiality agreement dated 4 May 2022 (the “Confidentiality Agreement”) pursuant to which ABG has undertaken, amongst other things, to: (a) keep confidential information relating to the Acquisition and Ted Baker and not to disclose it to third parties unless permitted by the terms of the Confidentiality Agreement; (b) use the confidential information for the sole purpose of evaluating, negotiating, advising upon or implementing the potential Acquisition; and (c) promptly inform Ted Baker if ABG becomes aware that confidential information has been disclosed to an unauthorised third party. With certain exceptions, the confidentiality obligations will expire upon the later of: (i) 24 months from the date of the Confidentiality Agreement; and (ii) one year from the date on which the Acquisition either lapses or is successfully completed.

The Confidentiality Agreement also contains certain undertakings from ABG including an undertaking that, for a period of 12 months from the date of the Confidentiality Agreement, ABG, its group undertakings and (so far as ABG is reasonably able to do so) anyone that ABG is acting in concert with shall not, without the prior written consent of Ted Baker, acquire or offer to acquire any interest in shares or other securities of Ted Baker (which undertaking ceases as at the date of this announcement) and an undertaking that, for a period of 24 months from the date of the Confidentiality Agreement, ABG and its group undertakings shall not, without Ted Baker’s prior written consent, solicit certain senior employees or officers, of Ted Baker, in each case subject to customary carve-outs.

### Co-operation Agreement

ABG, Bidco and Ted Baker entered into a co-operation agreement dated 16 August 2022 (the “Co-operation Agreement”) pursuant to which ABG and Bidco have undertaken, amongst other things, to: (a) use all reasonable endeavours to obtain the regulatory clearances and from the relevant authorities in respect of the Acquisition; (b) provide Ted Baker with information and assistance required in connection with the preparation of the Scheme Document; and (c) take steps to effect the implementation of the Acquisition.

ABG, Bidco and Ted Baker have agreed to certain undertakings to co-operate and provide each other with reasonable information, assistance and access in relation to the filings, submissions and notifications to be made in relation to such regulatory clearances and authorisations. ABG and Bidco have also agreed to provide Ted Baker with reasonable information, assistance and access for the preparation of the key shareholder documentation.

The Co-operation Agreement shall be terminated with immediate effect if: (i) ABG, Bidco and Ted Baker so agree in writing prior to the Effective Date; (ii) the Acquisition is, with the permission of the Panel, withdrawn or lapses in accordance with its terms prior to the Longstop Date; or (iii) the Scheme has not become Effective in accordance with its terms by the Longstop Date.

Bidco has the right to terminate the Co-operation Agreement if: (i) the Ted Baker Board withdraws its recommendation of the Acquisition; (ii) a Competing Proposal (as defined in the Co-operation Agreement) is recommended by the Ted Baker Board or completes, becomes effective, or is declared or becomes unconditional, as applicable; or (iii) any Condition is not

satisfied or waived or becomes incapable of satisfaction or waiver (where such invocation has been permitted by the Panel) by the Longstop Date.

The Co-operation Agreement records ABG's, Bidco's and Ted Baker's intention to implement the Acquisition by way of the Scheme, subject to the ability of ABG and Bidco to proceed by way of a Takeover Offer with the consent of the Panel.

The Co-operation Agreement also contains provisions that will apply in respect of the Ted Baker Share Plans and certain other employee incentive arrangements.

### **13. Structure of the Acquisition**

It is intended that the Acquisition will be implemented by means of a Court-sanctioned scheme of arrangement between Ted Baker and the Scheme Shareholders under Part 26 of the Companies Act. Bidco reserves the right to effect the Acquisition by way of a Takeover Offer, subject to the consent of the Panel and the terms of the Co-operation Agreement.

The Scheme is an arrangement between Ted Baker and the Scheme Shareholders. Under the Scheme, the Acquisition is to be achieved by the transfer of the Scheme Shares held by Scheme Shareholders to Bidco in consideration for which Scheme Shareholders will receive the cash consideration on the basis set out in paragraph 2 above. The procedure involves, among other things, a petition by Ted Baker to the Court to sanction the Scheme. The purpose of the Scheme is to enable Bidco to acquire the entire issued and to be issued share capital of Ted Baker.

The Acquisition will be subject to the Conditions and certain further terms set out in Appendix 1 to this announcement and to the full terms and conditions which will be set out in the Scheme Document and will only become Effective if, among other things, the following events occur on or before the Longstop Date (or such later date as Bidco and Ted Baker may, with the consent of the Panel, agree and, if required, the Court may approve):

- the Scheme is approved by a majority in number representing not less than 75 per cent. in value of Scheme Shareholders (or each of the relevant classes thereof, if applicable) present and voting and entitled to vote, either in person or by proxy, at the Court Meeting (and at any separate class meeting which may be required or any adjournment thereof);
- the Resolutions are duly passed by the requisite majority or majorities of Ted Baker Shareholders at the General Meeting;
- following the Court Meeting and General Meeting, the Scheme is sanctioned by the Court without modification (or with modification on terms agreed in writing by Bidco and Ted Baker); and
- following such sanction, an office copy of the Scheme Court Order is delivered to the Registrar of Companies.

Upon the Scheme becoming Effective: (i) it will be binding on all Ted Baker Shareholders, irrespective of whether or not they attended or voted at the Court Meeting and/or the General Meeting (and if they attended and voted, whether or not they voted in favour); and (ii) share certificates in respect of Ted Baker Shares will cease to be valid and entitlements to Ted Baker Shares held within the CREST system will be cancelled.

Any Ted Baker Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. The Resolutions to be proposed at the General Meeting will, amongst other matters, provide that the Articles be amended to incorporate provisions requiring any Ted Baker Shares issued after the Scheme Record Time (other than to Bidco and/or its nominees) to be automatically transferred to Bidco on the same terms as the Acquisition (other than terms as to timings and formalities). The provisions of the Articles (as amended) will avoid any person (other than Bidco and its nominees) holding shares in the capital of Ted Baker after the Effective Date.

If the Scheme does not become Effective on or before the Longstop Date, it will lapse and the Acquisition will not proceed (unless the Panel otherwise consents).

The Scheme Document will include full details of the Scheme, together with notices of the Court Meeting and the General Meeting. The Scheme Document will also contain the expected timetable for the Acquisition and will specify the actions to be taken by Scheme Shareholders. It is expected that the Scheme Document, together with the Forms of Proxy, will be sent to Ted Baker Shareholders and, for information only, to persons with information rights and to holders of options and awards granted under the Ted Baker Share Plans as soon as practicable and, in any event, within 28 days of the date of this announcement (or such later date as may be agreed between Bidco and Ted Baker with the consent of the Panel). Subject, amongst other things, to the satisfaction or waiver of the Conditions, it is expected that the Scheme will become Effective during the fourth quarter of 2022.

#### **14. Delisting, cancellation of trading and re-registration**

It is intended that dealings in Ted Baker Shares will be suspended at 5.00 p.m. London time on the Business Day prior to the Effective Date. It is further intended that an application will be made to the FCA for the cancellation of the listing of the Ted Baker Shares on the Official List and to the London Stock Exchange for the cancellation of trading of the Ted Baker Shares on its main market for listed securities, in each case, with effect on or shortly following the Effective Date.

It is expected that the last day of dealings in Ted Baker Shares on the Main Market of the London Stock Exchange will be the Business Day immediately prior to the Effective Date and no transfers will be registered after 6.00 p.m. (London time) on that date. It is also intended that Ted Baker be re-registered as a private limited company and for this to take effect as soon as practicable on or following the Effective Date.

#### **15. Disclosure of interests in Ted Baker**

Except for the irrevocable undertakings referred to in paragraph 6 above and save as disclosed below, as at close of business on 12 August 2022 (being the latest practicable date before the date of this announcement), neither Bidco, nor any of its directors, nor, so far as Bidco is aware, any person acting in concert (within the meaning of the Code) with Bidco for the purposes of the Acquisition:

- had any interest in, or right to subscribe for, any relevant securities of Ted Baker; or
- had any short position in relevant securities of Ted Baker, including any short position under a derivative, any agreement to sell, any delivery obligation or right to require another person to purchase or take delivery of relevant securities of Ted Baker; or

- had borrowed or lent any relevant securities of Ted Baker or entered into any financial collateral arrangements relating to relevant securities of Ted Baker; or
- was party to any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Code in relation to relevant securities of Ted Baker.

Certain funds managed by the BlackRock Group hold approximately 26 per cent. of the shares in ABG and are therefore deemed to be concert parties of ABG under the Code. As at the close of business on 12 August 2022 (being the latest practicable date prior to the date of this announcement), various index tracker funds managed by the BlackRock Group held 2,240,777 ordinary shares in Ted Baker in aggregate and the Panel has confirmed that holdings and dealings by these index tracker funds have no consequences under Rules 4, 6, 9 or 11 of the Code. In addition, various funds managed by the BlackRock Group have, in aggregate, lent 744,439 ordinary shares in Ted Baker.

An “interest in” securities for these purposes arises, in summary, when a person has long economic exposure, whether absolute or conditional, to changes in the price of securities (and a person who only has a short position in securities is not treated as interested in those securities). In particular, a person will be treated as having an “interest” by virtue of the ownership, voting rights or control of securities, or by virtue of any agreement to purchase, option in respect of, or derivative referenced to securities.

It has not been possible for Bidco to make enquiries of all of its concert parties in advance of the release of this announcement. Therefore, if Bidco becomes aware, following the making of such enquiries, that any of its other concert parties have any additional interests in relevant securities of Ted Baker, all relevant details in respect of Bidco’s concert parties will be included in Bidco’s Opening Position Disclosure in accordance with Rule 8.1(a) and Note 2(a)(i) on Rule 8 of the Code.

## **16. Consents**

BofA Securities, Evercore, Blackdown, Liberum and Panmure have each given and not withdrawn their consent to the publication of this announcement with the inclusion herein of the references to their names in the form and context in which they appear.

## **17. Documents published on a website**

Copies of the following documents will, by no later than 12 noon (London time) on the first Business Day following the date of this announcement, be published on Ted Baker’s website at [www.tedbakerplc.com](http://www.tedbakerplc.com) and ABG’s website at [www.authenticbrands.com](http://www.authenticbrands.com) until the end of the Offer Period:

- this announcement;
- the irrevocable undertakings described in paragraph 6 and listed in Appendix 3;
- the Confidentiality Agreement referred to in paragraph 12;
- the Co-operation Agreement referred to in paragraph 12; and

- the consent letters from each of BofA Securities, Evercore, Blackdown, Liberum and Panmure referred to in paragraph 16.

For the avoidance of doubt, neither the contents of Ted Baker’s website, the contents of ABG’s website nor the contents of any websites accessible from any hyperlinks are incorporated into or form part of this announcement.

## **18. General**

The Acquisition will be subject to the Conditions and certain further terms set out in Appendix 1 and to the full terms and conditions which will be set out in the Scheme Document. It is expected that the Scheme Document, together with the Forms of Proxy, will be published within 28 days of the date of this announcement (or such later date as may be agreed between Bidco and Ted Baker with the consent of the Panel).

Bidco reserves the right to elect (with the consent of the Panel and subject to the terms of the Co-operation Agreement) to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In the circumstances set out in paragraph C2 of Appendix 1, the Takeover Offer will be implemented on the same terms (subject to appropriate amendments), so far as applicable, as those which would apply to the Scheme.

If the Acquisition is effected by way of a Takeover Offer and such Takeover Offer becomes or is declared unconditional and sufficient acceptances are received, Bidco intends to: (i) make a request to the FCA to cancel the listing of the Ted Baker Shares from the Official List; (ii) make a request to the London Stock Exchange to cancel trading in Ted Baker Shares on the London Stock Exchange’s main market for listed securities; and (iii) exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily the remaining Ted Baker Shares in respect of which the Takeover Offer has not been accepted.

The Scheme will be governed by English law and will be subject to the jurisdiction of the courts of England and Wales. The Scheme will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA.

Appendix 2 contains the bases and sources of certain information contained in this announcement. Appendix 3 contains details of the irrevocable undertakings received by Bidco and/or ABG. Appendix 4 contains the definitions of certain terms used in this announcement.

This announcement does not constitute an offer or an invitation to purchase or subscribe for any securities. Such offer will be contained in the Scheme Document.

### **Enquiries**

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Slaughter and May is acting as legal adviser to ABG and Bidco in connection with the Acquisition.

Freshfields Bruckhaus Deringer LLP is acting as legal adviser to Ted Baker in connection with the Acquisition.

### **Further information**

*This announcement is for information purposes only and is not intended to and does not constitute, or form part of, any offer, invitation or the solicitation of any offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities of Ted Baker in any jurisdiction in contravention of applicable law. The Acquisition will be implemented solely by means of the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer Document), which will contain the full terms and conditions of the Acquisition, including details of how to vote in respect of the Acquisition. Any vote in respect of, or other response in relation to, the Acquisition should be made only on the basis of the information contained in the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer Document).*

*Ted Baker and Bidco urge Ted Baker Shareholders to read the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer Document) when it becomes available because it will contain important information relating to the Acquisition.*

*This announcement does not constitute a prospectus, prospectus equivalent document or an exempted document.*

### **Disclaimers**

*Merrill Lynch International ("BofA Securities"), a subsidiary of Bank of America Corporation, which is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority in the United Kingdom, is acting exclusively for ABG and Bidco in connection with the matters set out in this announcement and for no one else and will not be responsible to anyone other than ABG and Bidco for providing the protections afforded to its clients or for providing advice in relation to the subject matter of this announcement or any other matters referred to in this announcement. Neither BofA Securities, nor any of its affiliates, owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of BofA Securities in connection with this announcement, any statement contained herein or otherwise.*

*Evercore Partners International LLP ("Evercore"), which is authorised and regulated by the Financial Conduct Authority in the UK, is acting exclusively as financial adviser to Ted Baker and no one else in connection with the matters described in this announcement and will not be responsible to anyone other than Ted Baker for providing the protections afforded to clients of Evercore nor for providing advice in connection with the matters referred to herein. Neither Evercore nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under*



*statute or otherwise) to any person who is not a client of Evercore in connection with this announcement, any statement contained herein, any offer or otherwise. Apart from the responsibilities and liabilities, if any, which may be imposed on Evercore by the Financial Services and Markets Act 2000 and successor legislation, or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Evercore nor any of its affiliates accepts any responsibility or liability whatsoever for the contents of this announcement, and no representation, express or implied, is made by it, or purported to be made on its behalf, in relation to the contents of this announcement, including its accuracy, completeness or verification of any other statement made or purported to be made by it, or on its behalf, in connection with Ted Baker or the matters described in this document. To the fullest extent permitted by applicable law, Evercore and its affiliates accordingly disclaim all and any responsibility or liability whether arising in tort, contract or otherwise (save as referred to above) which they might otherwise have in respect of this announcement or any statement contained herein.*

*Blackdown Partners Limited ("Blackdown"), which is authorised and regulated by the Financial Conduct Authority in the UK, is acting exclusively as financial adviser to Ted Baker and no one else in connection with the matters described in this announcement and will not be responsible to anyone other than Ted Baker for providing the protections afforded to clients of Blackdown nor for providing advice in connection with the matters referred to herein. Neither Blackdown nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Blackdown in connection with this announcement, any statement contained herein, any offer or otherwise. Apart from the responsibilities and liabilities, if any, which may be imposed on Blackdown by the Financial Services and Markets Act 2000, or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Blackdown nor any of its affiliates accepts any responsibility or liability whatsoever for the contents of this announcement, and no representation, express or implied, is made by it, or purported to be made on its behalf, in relation to the contents of this announcement, including its accuracy, completeness or verification of any other statement made or purported to be made by it, or on its behalf, in connection with Ted Baker or the matters described in this document. To the fullest extent permitted by applicable law, Blackdown and its affiliates accordingly disclaim all and any responsibility or liability whether arising in tort, contract or otherwise (save as referred to above) which they might otherwise have in respect of this announcement or any statement contained herein.*

*Liberum Capital Limited ("Liberum"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for Ted Baker and for no one else in connection with the subject matter of this announcement and will not be responsible to anyone other than Ted Baker for providing the protections afforded to its clients or for providing advice in connection with the subject matter of this announcement.*

*Panmure Gordon (UK) Limited ("Panmure Gordon"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively for Ted Baker and no one else in connection with the possible offer and will not be responsible to anyone other than Ted Baker for providing the protections afforded to clients of Panmure Gordon nor for*

*providing advice in relation to the possible offer or any other matters referred to in this announcement. Neither Panmure Gordon nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Panmure Gordon in connection with this announcement, any statement contained herein or otherwise.*

### ***Overseas jurisdictions***

*The release, publication or distribution of this announcement in or into certain jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable requirements.*

*The availability of the Acquisition to Ted Baker Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are citizens. Persons who are not resident in, or citizens of, the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of persons who are not resident in the United Kingdom, to vote their Ted Baker Shares with respect to the Scheme at the Court Meeting, or to execute and deliver forms of proxy appointing another to vote at the Court Meeting on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.*

*This announcement has been prepared for the purposes of complying with English law and the Code and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside of England. The Acquisition will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA.*

*Unless otherwise determined by Bidco or required by the Code, and permitted by applicable law and regulation, the Acquisition will not be made available, in whole or in part, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this announcement and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction, or any jurisdiction where to do so would violate the laws of that jurisdiction, and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of Takeover Offer (unless otherwise permitted by applicable law or regulation), the Takeover Offer may not be made, directly or indirectly, in or into or by the use of the mails or any other means or instrumentality (including, without limitation, facsimile, email or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Takeover Offer may not be capable of acceptance by any such use, means,*

*instrumentality or facilities. Further details in relation to Overseas Shareholders will be contained in the Scheme Document.*

#### ***Notice to US investors in Ted Baker***

*The Acquisition relates to the shares of an English company and is being implemented by means of a scheme of arrangement provided for under English company law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Acquisition is subject to disclosure and procedural requirements and practices applicable in the United Kingdom to schemes of arrangement, which differ from the disclosure and procedural requirements of the United States tender offer and proxy solicitation rules. If, in the future, ABG exercises its right to implement the Acquisition by way of a Takeover Offer and determines to extend the offer into the United States, the Takeover Offer will be made in compliance with applicable US securities laws and regulations, including Section 14(e) of the US Exchange Act and Regulation 14E thereunder. Such Takeover Offer would be made in the United States by Bidco and no one else.*

*The financial information included in this announcement and the Scheme Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer Document) has been or will have been prepared in accordance with generally accepted accounting principles of the United Kingdom and thus may not be comparable to the financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.*

*The receipt of cash pursuant to the Acquisition by a US holder of Ted Baker Shares as consideration for the transfer of its Scheme Shares pursuant to the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Ted Baker Shareholder is therefore urged to consult his or her independent legal, tax and financial advisers in connection with making a decision regarding the Acquisition.*

*It may be difficult for US holders of Ted Baker Shares to enforce their rights and any claims arising out of US federal laws, since Bidco and Ted Baker are each located in a non-US jurisdiction, and some or all of their officers and directors may be residents of non-US jurisdictions. US holders of Ted Baker Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement.*

*In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, Bidco, certain affiliated companies and their nominees or brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Ted Baker Shares outside of the United States, other than pursuant to the Acquisition, until the date on which the Scheme and/or Takeover Offer becomes Effective, lapses or is otherwise withdrawn. If such purchases or arrangements to purchase were to be made they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Exchange Act. Any information about such purchases will be disclosed as required in the UK, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at [www.londonstockexchange.com](http://www.londonstockexchange.com).*

### ***Forward looking statements***

*This announcement (including information incorporated by reference in this announcement), oral statements made regarding the Acquisition, and other information published by ABG, Bidco and Ted Baker contain statements which are, or may be deemed to be, “forward-looking statements”. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of ABG, Bidco and/or Ted Baker (as applicable) about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.*

*The forward-looking statements contained in this announcement include statements relating to the expected effects of the Acquisition on ABG, Bidco and Ted Baker, the expected timing and scope of the Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as “plans”, “expects” or “does not expect”, “is expected”, “is subject to”, “budget”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates” or “does not anticipate”, or “believes”, or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved. Although ABG, Bidco and/or Ted Baker (as applicable) believe that the expectations reflected in such forward-looking statements are reasonable, ABG, Bidco and Ted Baker can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future.*

*There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include, but are not limited to: the ability to complete the Acquisition; the ability to obtain requisite regulatory and shareholder approvals and the satisfaction of the other Conditions on the proposed terms; changes in local or global political and economic conditions; changes in consumer habits and preferences; legal or regulatory developments and changes; changes in supervisory expectations or requirements; changes in the business, competitive or market environments or forces; changes in the behaviour of other market participants; changes future exchange or interest rates; weak, volatile or illiquid capital and/or credit markets; changes in tax rates; the outcome of any litigation; the impact of any future business acquisitions, disposals, combinations or similar transactions; competitive product or pricing pressures; the relative success of business or operating initiatives; and changes in the level of capital investment. Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.*

*Neither ABG, Bidco nor Ted Baker, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this announcement will actually occur. Given the risks and uncertainties, you are cautioned not to place any reliance on these forward-looking statements.*

*Other than in accordance with their legal or regulatory obligations (including, where applicable, under the Listing Rules and the Disclosure and Transparency Rules of the FCA), neither ABG, Bidco nor Ted Baker is under any obligation, and ABG, Bidco and Ted Baker expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.*

### ***Rounding***

*Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.*

### ***No profit forecasts, estimates or quantified benefits statements***

*No statement in this announcement is intended as, or is to be construed as, a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this announcement should be interpreted to mean that earnings or earnings per share, for Ted Baker for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Ted Baker.*

### ***Dealing and Opening Position Disclosure requirements***

*Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified.*

*An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10<sup>th</sup> Business Day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10<sup>th</sup> Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.*

*Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the Business Day following the date of the relevant dealing.*

*If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.*

*Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).*

*Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.*

### **Electronic communications**

*Please be aware that addresses, electronic addresses and certain other information provided by Ted Baker Shareholders, persons with information rights and other relevant persons for the receipt of communications from Ted Baker may be provided to Bidco during the Offer Period as required under Section 4 of Appendix 4 to the Code to comply with Rule 2.11(c) of the Code.*

### **Publication on website and hard copies**

*In accordance with Rule 26 of the Code, a copy of this announcement will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on ABG's website at [www.authenticbrands.com](http://www.authenticbrands.com) and Ted Baker's website at [www.tedbakerplc.com](http://www.tedbakerplc.com). For the avoidance of doubt, neither the contents of these websites nor the contents of any websites accessible from any hyperlinks are incorporated into or form part of this announcement.*

*Ted Baker Shareholders may request a hard copy of this announcement by contacting Link Group during business hours on +44 (0) 371 664 0300 or by submitting a request in writing to Link Group, at 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL.*

*For persons who receive a copy of this announcement in electronic form or via a website notification, a hard copy of this announcement will not be sent unless so requested. Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.*

### **General**

*If the Acquisition is effected by way of a Takeover Offer and such Takeover Offer becomes or is declared unconditional and sufficient acceptances are received, ABG intends to exercise its rights to apply the provisions of Chapter 3 of Part 28 of the Companies Act so as to acquire compulsorily the remaining Ted Baker Shares in respect of which the Takeover Offer has not been accepted.*

*Investors should be aware that ABG may purchase Ted Baker Shares otherwise than under any Takeover Offer or the Scheme, including pursuant to privately negotiated purchases.*

*If you are in any doubt about the contents of this announcement or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriate authorised independent financial adviser.*

## **Appendix 1**

### **Conditions and Certain Further Terms of the Scheme and the Acquisition**

#### **A. Conditions of the Scheme and the Acquisition**

##### **Longstop Date**

1. The Acquisition will be conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Code, by no later than the Longstop Date.

##### **Scheme approval**

2. The Scheme will be conditional upon:
  - (i) (A) its approval by a majority in number representing not less than 75 per cent. in value of Scheme Shareholders (or each of the relevant classes thereof, if applicable) present and voting and entitled to vote, either in person or by proxy, at the Court Meeting (and at any separate class meeting which may be required and any adjournment thereof); and (B) the Court Meeting (and any separate class meeting which may be required and any adjournment thereof) being held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date (if any) as Bidco and Ted Baker may agree in writing, with the consent of the Panel and/or approval of the Court, if such consent and/or approval is required);
  - (ii) (A) all Resolutions being duly passed by the requisite majority or majorities of Ted Baker Shareholders at the General Meeting; and (B) the General Meeting being held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document in due course (or such later date (if any) as Bidco and Ted Baker may agree in writing, with the consent of the Panel and/or approval of the Court, if such consent and/or approval is required); and
  - (iii) (A) the sanction of the Scheme by the Court without modification (or with modification on terms agreed in writing by Bidco and Ted Baker) and the delivery of the office copy of the Scheme Court Order to the Registrar of Companies; and (B) the Scheme Court Hearing being held on or before the 22nd day after the expected date of the Scheme Court Hearing to be set out in the Scheme Document in due course (or such later date (if any) as Bidco and Ted Baker may agree in writing, with the consent of the Panel and/or approval of the Court, if such consent and/or approval is required).

##### **Antitrust approvals and clearances**

3. In addition, subject as stated in Part B below and to the requirements of the Panel, Bidco and Ted Baker have agreed that the Acquisition will be conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless such Conditions (as amended, if appropriate) have been satisfied or, where relevant, waived:
  - (a) all filings having been made and any applicable waiting period (including any extensions thereof or any time period set forth in any timing agreements with the United States antitrust authorities) under the Hart Scott Rodino Antitrust Improvements Act of



1976 (as amended) and the regulations made thereunder relating to the Acquisition has expired, lapsed or been terminated; and

- (b) the UK Competition and Markets Authority (the “CMA”) either:
- (i) as at the date on which all other Conditions (with the exception of the Conditions set out in paragraphs A.1. and A.2(iii)(A) of Part A of this Appendix 1) are satisfied or waived, having responded to a briefing paper in writing that it has no further questions in relation to the Acquisition, and not having (A) opened an investigation into the Acquisition or (B) indicated that it will open an investigation into the Acquisition (including, for the avoidance of doubt, by providing the parties with the option of submitting a merger notice, sending the parties an enquiry letter or engaging in pre-notification discussions with the parties (in each case in relation to the Acquisition)); or
  - (ii) where the CMA opens an investigation into the Acquisition, confirming that the Acquisition will not be subject to a reference under section 33 of the Enterprise Act 2002.

#### **General Conditions**

4. In addition, subject as stated in Part B below and to the requirements of the Panel, Bidco and Ted Baker have agreed that the Acquisition will be conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless such Conditions (as amended, if appropriate) have been satisfied or, where relevant, waived:

#### ***Official authorisations, regulatory clearances and Third Party clearances***

- (a) all necessary filings or applications having been made in connection with the Acquisition and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the acquisition by any member of the Wider ABG Group of any shares or other securities in, or control of, Ted Baker and all authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exceptions and approvals deemed necessary or appropriate by Bidco or any member of the Wider ABG Group (in each case acting reasonably) for or in respect of the Acquisition (including, without limitation, its implementation and financing) or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Ted Baker or any member of the Wider Ted Baker Group by any member of the Wider ABG Group having been obtained in terms and in a form satisfactory to Bidco from all appropriate Third Parties or persons with whom any member of the Wider Ted Baker Group has entered into contractual arrangements and all such authorisations, orders, grants recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals necessary or appropriate to carry on the business of any member of the Wider Ted Baker Group remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;
- (b) no relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association,

institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction (each a “**Third Party**”) having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or having enacted, made or proposed any statute, regulation, decision or order, or change to published practice or having taken any other steps, and there not continuing to be outstanding any statute, regulation, decision or order, which in each case which would or would reasonably be expected to:

- (i) require, prevent or materially delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider ABG Group or any member of the Wider Ted Baker Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider Ted Baker Group, or the Wider ABG Group, in either case taken as a whole or in the context of the Acquisition (including, without limitation, the financing of the Acquisition);
- (ii) require, prevent or materially delay the divestiture by any member of the Wider ABG Group of any shares or other securities in Ted Baker;
- (iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider ABG Group directly or indirectly to acquire or to hold or to exercise effectively any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Ted Baker Group or the Wider ABG Group or to exercise management control over any such member;
- (iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider ABG Group or of any member of the Wider Ted Baker Group, in each case to an extent which is material in the context of the Wider Ted Baker Group, or the Wider ABG Group, in either case taken as a whole or in the context of the Acquisition (including, without limitation, the financing of the Acquisition);
- (v) make the Scheme or the Takeover Offer or, in each case, its implementation or the acquisition or proposed acquisition by Bidco or any member of the Wider ABG Group of any shares or other securities in, or control of Ted Baker void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise interfere with the same, or impose additional conditions or obligations with respect thereto, or otherwise challenge or interfere therewith;
- (vi) except pursuant to the implementation of the Acquisition, require any member of the Wider ABG Group or the Wider Ted Baker Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Ted Baker Group or the Wider ABG Group owned by any third party;
- (vii) impose any limitation on the ability of any member of the Wider Ted Baker Group to co-ordinate its business, or any part of it, with the businesses of any

other members which is adverse to and material in the context of the Wider Ted Baker Group, or the Wider ABG Group, in either case taken as a whole or in the context of the Acquisition (including, without limitation, the financing of the Acquisition); or

- (viii) result in any member of the Wider Ted Baker Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Scheme or the Takeover Offer or the acquisition or proposed acquisition of any Ted Baker Shares having expired, lapsed or been terminated;

***Certain matters arising as a result of any arrangement, agreement etc.***

- (c) except as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Ted Baker Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, or any circumstance which in consequence of the Acquisition or the proposed acquisition of any shares or other securities (or equivalent) in Ted Baker or because of a change in the control or management of Ted Baker or otherwise, would or would reasonably be expected to result in any of the following to an extent which is material and adverse in the context of the Wider Ted Baker Group taken as a whole or in the context of the Acquisition:
  - (i) any moneys borrowed by or any other indebtedness or liabilities (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
  - (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
  - (iii) any asset or interest of any such member being or falling to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any such member otherwise than in the ordinary course of business;
  - (iv) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interest of any such member otherwise than in the ordinary course of business;
  - (v) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm, company or body (or any

arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;

- (vi) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
- (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
- (viii) the creation or acceleration of any material liability, actual or contingent, by any such member other than in the ordinary course of business,

and, except as Disclosed, no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Ted Baker Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or would reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this condition above, in each case to an extent which is material in the context of the Wider Ted Baker Group, or the Wider ABG Group, in either case taken as a whole or in the context of the Acquisition;

***Certain events occurring since 29 January 2022***

- (d) except as Disclosed, no member of the Wider Ted Baker Group having, since 29 January 2022:
  - (i) save as between Ted Baker and wholly-owned subsidiaries of Ted Baker or for Ted Baker Shares issued under or pursuant to the exercise of options and vesting of awards granted under the Ted Baker Share Plans, issued or agreed to issue, authorised or proposed the issue of additional shares of any class;
  - (ii) save as between Ted Baker and wholly-owned subsidiaries of Ted Baker or for the grant of options and awards and other rights under the Ted Baker Share Plans, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
  - (iii) other than to another member of the Ted Baker Group, prior to the Acquisition becoming Effective, recommended, declared, paid or made or proposed to recommend, declare, pay or make any dividend, distribution or return of value on shares, whether payable in cash or otherwise, or made any bonus issue;
  - (iv) save for intra-Ted Baker Group transactions and transactions in the ordinary course of business, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, other than in the ordinary course of business and, in each case, to an extent which is material in the context of the Wider Ted Baker Group taken as a whole;

- (v) save for intra-Ted Baker Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital;
- (vi) issued, authorised or proposed the issue of, or made any change in or to, any debentures or (save for intra-Ted Baker Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any contingent liability;
- (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraphs (i) or (ii) above, made any other change to any part of its share capital, in each case, to an extent which is material in the context of the Wider Ted Baker Group taken as a whole or in the context of the Acquisition;
- (viii) save for intra-Ted Baker Group transactions and the Acquisition, implemented, or authorised, proposed or announced its intention to implement, any reconstruction, merger, demerger, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business;
- (ix) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which would or could reasonably be expected to involve an obligation of such a nature or magnitude other than in the ordinary course of business, and which is material in the context of the Wider Ted Baker Group taken as a whole;
- (x) (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or steps or had any legal proceedings started or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, manager, trustee or similar officer of all or any part of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;
- (xi) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Ted Baker Group or the Wider ABG Group other than of a nature and extent which is normal in the context of the business concerned;
- (xii) made any material alteration to its memorandum or articles of association or other incorporation documents;
- (xiii) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;

- (xiv) waived or compromised any claim otherwise than in the ordinary course of business, which is material in the context of the Wider Ted Baker Group taken as a whole;
- (xv) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or proposed to, effect any of the transactions, matters or events referred to in this paragraph 4(d);
- (xvi) (except in relation to changes made or agreed as a result of, or arising from, applicable law or changes to applicable law) made or agreed or consented to any change to:
  - (A) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Ted Baker Group for its directors, employees or their dependents;
  - (B) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
  - (C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
  - (D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, to an extent which is material in the context of the Wider Ted Baker Group taken as a whole;

- (xvii) save as agreed in writing by Bidco (and, if required, by the Panel), proposed, agreed to provide or modified the terms of any Ted Baker Share Plan or any other share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Wider Ted Baker Group in a manner which is material in the context of the Wider Ted Baker Group taken as a whole;
- (xviii) taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Ted Baker Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code; or
- (xix) entered into or varied in a material way the terms of, any contracts, agreement or arrangement with any of the directors or senior executives of any members of the Wider Ted Baker Group;

***No adverse change, litigation or regulatory enquiry***

- (e) except as Disclosed, since 29 January 2022:
  - (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or operational performance or prospects of any member of the Wider Ted Baker Group which, in any such case, is

material in the context of the Wider Ted Baker Group taken as a whole or in the context of the Acquisition;

- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Ted Baker Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no enquiry, review or investigation by, or complaint or reference to, any Third Party or other investigative body against or in respect of any member of the Wider Ted Baker Group having been instituted, announced, implemented or threatened by or against or remaining outstanding in respect of any member of the Wider Ted Baker Group which in any such case is material in the context of the Wider Ted Baker Group taken as a whole (or has had or would reasonably be expected to have a material adverse effect on the Wider Ted Baker Group taken as a whole);
- (iii) no contingent or other liability of any member of the Wider Ted Baker Group having arisen or become apparent to Bidco or increased which has had or might reasonably be expected to have an adverse effect on the Wider Ted Baker Group taken as a whole;
- (iv) no member of the Wider Ted Baker Group having conducted its business in breach of any applicable laws and regulations which is material in the context of the Wider Ted Baker Group taken as a whole; and
- (v) no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Wider Ted Baker Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which has had, or would reasonably be expected to have, a material adverse effect on the Wider Ted Baker Group taken as a whole or in the context of the Acquisition;

***No discovery of certain matters***

- (f) save as Disclosed, Bidco not having discovered:
  - (i) that any financial, business or other information concerning the Wider Ted Baker Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Ted Baker Group is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which was not subsequently corrected before the date of this announcement by Disclosure, in each case, to an extent which is material in the context of the Wider Ted Baker Group taken as a whole;
  - (ii) that any member of the Wider Ted Baker Group or partnership, company or other entity in which any member of the Wider Ted Baker Group has a significant economic interest and which is not a subsidiary undertaking of Ted Baker is subject to any liability (contingent or otherwise), in each case, to an extent which is material in the context of the Wider Ted Baker Group taken as a whole;

- (iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Ted Baker Group and which is material in the context of the Wider Ted Baker Group taken as a whole or in the context of the Acquisition;
- (iv) that any past or present member of the Wider Ted Baker Group has failed to comply with any and/or all applicable legislation or regulation, of any jurisdiction with regard to the use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) which, in any case, would be likely to give rise to any material liability (actual or contingent) or cost on the part of any member of the Wider Ted Baker Group and which is material in the context of the Wider Ted Baker Group taken as a whole;
- (v) that there is, or is likely to be, any material liability (actual or contingent) of any past or present member of the Wider Ted Baker Group to make good, remediate, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Ted Baker Group (or on its behalf) or by any person for which a member of the Wider Ted Baker Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, regulation, notice, circular or order of any Third Party and which, in any case, is material in the context of the Wider Ted Baker Group taken as a whole or in the context of the Acquisition; or
- (vi) that circumstances exist whereby a person or class of persons would be likely to have any material claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Ted Baker Group which is or would be material in the context of the Wider Ted Baker Group taken as a whole or in the context of the Acquisition;

***Intellectual Property***

- (g) except as Disclosed, no circumstance having arisen or event having occurred in relation to any material intellectual property owned or used by any member of the Wider Ted Baker Group, including:
  - (i) any member of the Wider Ted Baker Group losing its title to any material intellectual property used in its business, or any material intellectual property owned by the Wider Ted Baker Group being revoked, cancelled or declared invalid;



- (ii) any claim being asserted in writing or threatened in writing by any person challenging the ownership of any member of the Wider Ted Baker Group to, or the validity or effectiveness of, any of its material intellectual property; or
- (iii) any agreement regarding the use of any material intellectual property licensed to or by any member of the Wider Ted Baker Group being terminated or varied; and

***Anti-corruption, economic sanctions, criminal property and money laundering***

- (h) except as Disclosed, Bidco not having discovered that:
  - (i) any:
    - (A) past or present member, director, officer or employee of the Wider Ted Baker Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks; or
    - (B) any person that performs or has performed services for or on behalf of the Wider Ted Baker Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks; or
  - (ii) any asset of any member of the Wider Ted Baker Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or any member of the Wider Ted Baker Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering;
  - (iii) any past or present member, director, officer or employee of the Wider Ted Baker Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:
    - (A) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or Her Majesty's Revenue and Customs; or

- (B) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the European Union or any of their respective member states;
- (iv) any past or present member, director, officer or employee of the Wider Ted Baker Group or any past or present company or corporate entity forming part of the Wider Ted Baker Group:
  - (A) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the U.S. Anti-Terrorism Act;
  - (B) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State;
  - (C) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or
  - (D) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organization or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or
- (v) any member of the Wider Ted Baker Group is or has been engaged in any transaction which would cause Bidco to be in breach of any law or regulation upon its Acquisition of Ted Baker, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control, or Her Majesty's Revenue and Customs, or any other relevant government authority.

**B. Waiver and invocation of the Conditions**

1. Subject to the requirements of the Panel and the Code, Bidco reserves the right in its sole discretion to waive, in whole or in part:
  - (i) any of the deadlines set out in paragraph A.2 of Part A of this Appendix 1 for the timing of the Court Meeting, General Meeting and the Scheme Court Hearing. If any such deadline is not met, Bidco shall make an announcement by 7.00 a.m. (London Time) on the Business Day following such deadline confirming whether it has invoked or waived the relevant Condition or agreed with Ted Baker to extend the deadline in relation to the relevant Condition; and
  - (ii) all or any of the Conditions set out in Part A of this Appendix 1, except for the Conditions set out in paragraphs A.1, A.2(i)(A), A.2(ii)(A) and A.2(iii)(A) of Part A of this Appendix 1 which cannot be waived.

2. Bidco shall be under no obligation to waive or treat as satisfied any of the Conditions that it is entitled (with the consent of the Panel and subject to the requirements of the Code) to invoke, by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
3. If Bidco is required by the Panel to make an offer for Ted Baker Shares under the provisions of Rule 9 of the Code, Bidco may make such alterations to any of the above Conditions and the terms of the Acquisition as are necessary to comply with the provisions of Rule 9.
4. Under Rule 13.5(a) of the Code, Bidco may not invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Bidco in the context of the Acquisition. The Conditions set out in paragraphs A.1, A.2(i), A.2(ii) and A.2(iii) of Part A of this Appendix 1 and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Code. Bidco may only invoke a Condition that is subject to Rule 13.5(a) with the consent of the Panel and any Condition that is subject to Rule 13.5(a) may be waived by Bidco.
5. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

**C. Implementation by way of Takeover Offer**

1. Bidco reserves the right to elect to implement the Acquisition by way of a Takeover Offer, as an alternative to the Scheme (subject to the Panel's consent and the terms of the Co-operation Agreement).
2. If the Acquisition is implemented by way of a Takeover Offer in circumstances in which (i) the Co-operation Agreement has not been terminated in accordance with its terms, and (ii) the Ted Baker Board Recommendation is given in respect of such Takeover Offer, then such Takeover Offer will be implemented on the same terms and conditions, so far as applicable, as those which would apply to the Scheme, subject to any modifications and amendments as Ted Baker and Bidco may agree in writing (or as the Panel may require) and other appropriate amendments to reflect the change in method of effecting the Acquisition including (without limitation and subject to the consent of the Panel and the terms of the Co-operation Agreement) the Condition set out in paragraph A.2 (*Scheme approval*) of Part A of this Appendix 1 ceasing to apply and, instead, the Acquisition being conditional on an acceptance condition that is set at 75 per cent. of the Ted Baker Shares to which the Takeover Offer relates (or such lesser percentage as may be agreed between Ted Baker and Bidco in writing after, to the extent necessary, consultation with the Panel, being in any case more than fifty (50) per cent of the voting rights attaching to the Ted Baker Shares).
3. If sufficient acceptances of such Takeover Offer are received and/or sufficient Ted Baker Shares are otherwise acquired, it is the intention of Bidco to apply the provisions of the Companies Act to acquire compulsorily any outstanding Ted Baker Shares to which such Takeover Offer relates.

#### **D. Certain further terms of the Acquisition**

1. The Ted Baker Shares will be acquired pursuant to the Acquisition with full title guarantee, fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of value on the shares (whether by reduction of share capital or share premium account or otherwise) made on or after the Effective Date.
2. The Cash Consideration is final and will not be improved or revised, except that Bidco reserves the right to improve or revise the Cash Consideration if there is an announcement on or after the date of this announcement of an offer, possible offer or firm intention to make an offer for Ted Baker by a third party offeror or potential offeror other than ABG or Bidco.
3. If, on or after the date of this announcement and before the Effective Date, any dividend, distribution or other return of value on the shares is announced, declared, made or paid by Ted Baker or becomes payable by Ted Baker in respect of the Ted Baker Shares, Bidco reserves the right (without prejudice to any right of Bidco, with the consent of the Panel, to invoke the Condition set out in paragraph A.(d)(iii) of Part A of this Appendix 1) to reduce the consideration payable under the terms of the Acquisition for the Ted Baker Shares by an amount up to the aggregate amount of such dividend and/or distribution and/or return of value on the shares, in which case any reference in this announcement or in the Scheme Document to the consideration payable under the terms of the Acquisition will be deemed to be a reference to the consideration as so reduced. In such circumstances, Ted Baker Shareholders would be entitled to receive and retain any such dividend, distribution or return of value on the shares. Any exercise by Bidco of its rights referred to in this paragraph 2 shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition. To the extent that such a dividend, distribution or other return of value on the shares has been declared, paid, made or is payable, and is or shall be: (A) transferred pursuant to the Acquisition on a basis which entitles Bidco to receive the dividend, distribution or other return of value on the shares and to retain it; or (B) cancelled, the consideration payable under the terms of the Acquisition shall not be subject to change and shall not be reduced in accordance with this paragraph 2.
4. The Acquisition will be subject, among other things, to the Conditions and certain further terms set out in this Appendix 1 and to the full terms and conditions which will be set out in the Scheme Document.
5. The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction.
6. The availability of the Acquisition to persons not resident in, or citizens of, the United Kingdom may be affected by the laws of the relevant jurisdictions. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements. Further information in relation to Overseas Shareholders will be contained in the Scheme Document.
7. This announcement and any rights or liabilities arising hereunder, the Acquisition, the Scheme, and any Forms of Proxy are governed by English law and are subject to the jurisdiction of the

courts of England and Wales. The Acquisition will be subject to the applicable requirements of the Code, the Panel, the London Stock Exchange and the FCA.

## **Appendix 2**

### **Bases and Sources**

1. The value attributed to the existing issued and to be issued ordinary share capital of Ted Baker is based upon the 184,616,158 Ted Baker Shares in issue on 15 August 2022 and assumes 7,175,971 Ted Baker Shares which are the subject of options and awards expected to be granted under the Ted Baker Share Plans.
2. Unless otherwise stated, the financial information on ABG is extracted (without material adjustment) from ABG's audited consolidated financial statements for the year ended 31 December 2021 or its internal financial records.
3. Unless otherwise stated, the financial information on Ted Baker is extracted (without material adjustment) from Ted Baker's Annual Report and Accounts for the year ended 29 January 2022 and Ted Baker's Preliminary Results Announcement for the 52 weeks ended 29 January 2022.
4. The market prices of the Ted Baker Shares are the closing middle market quotations as derived from information published by the London Stock Exchange.

### Appendix 3 Details of Irrevocable Undertakings

The following holders of Ted Baker Shares have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Resolutions at the General Meeting in respect of their own beneficial holdings of Ted Baker Shares (and/or those Ted Baker Shares over which they have control or the ability to control):

<b>Name</b>	<b>Total Number of Ted Baker Shares</b>	<b>Percentage of issued share capital of Ted Baker on 15 August 2022 (being the last Business Day before the date of this announcement) (per cent.)</b>
Toscafund	48,218,969	26.118
Ray Kelvin <sup>#</sup>	21,187,002	11.476
Schroders	19,574,743	10.603
Oasis	4,576,941	2.479
Helena Feltham	33,333	0.018
Rachel Osborne	33,333	0.018
Jonathan Kempster	33,333	0.018
Marcus Dench	1,057	0.001

<sup>#</sup> *The irrevocable undertaking given by Ray Kelvin is in respect of (i) 7,004,500 Ted Baker Shares which are held by Ray Kelvin in his own name and on his own behalf, and (ii) 14,182,502 Ted Baker Shares in aggregate which are jointly and/or beneficially held by other persons and in respect of which Ray Kelvin is required, under the terms of his irrevocable undertaking, to procure that the joint and/or beneficial owners of the relevant shares comply with the terms of the irrevocable undertaking only to the extent that Ray Kelvin is reasonably able to do so.*

The irrevocable undertakings given by the above directors of Ted Baker will only cease to be binding if:

1. ABG or Bidco announces that it does not intend to make or proceed with the Acquisition and no new, revised or replacement Takeover Offer or Scheme is announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, in its place or is announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, within 5 days of such lapsing or withdrawal;
2. the Takeover Offer or the Scheme lapses or is withdrawn (which, for the avoidance of doubt, shall not include any suspension of the timetable applicable to any Scheme) and no new, revised or replacement Scheme or Takeover Offer has been announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, in its place or is announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, within 5 days of such lapsing or withdrawal;

3. the Scheme Document or Takeover Offer Document (as applicable) is not posted within 28 days of this announcement (or such longer period as ABG or Bidco, with the consent of the Panel, determines) provided that, if ABG or Bidco elects to exercise its right to implement the Acquisition by way of a Takeover Offer (or vice versa), the time period described in this paragraph 3 shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Takeover Offer Document or Scheme Document (as applicable) as the Panel may require); or
4. the Takeover Offer or the Scheme does not become effective on or before the Longstop Date.

The irrevocable undertakings given by Toscafund, Ray Kelvin and Oasis will cease to be binding if:

1. ABG or Bidco announces that it does not intend to make or proceed with the Acquisition and no new, revised or replacement Takeover Offer or Scheme is announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, in its place or is announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, within 10 days of such lapsing or withdrawal;
2. the Takeover Offer or the Scheme lapses or is withdrawn (which, for the avoidance of doubt, shall not include any suspension of the timetable applicable to any Scheme) and no new, revised or replacement Scheme or Takeover Offer has been announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, in its place or is announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, within 10 days of such lapsing or withdrawal;
3. the Scheme Document or Takeover Offer Document (as applicable) is not posted within 28 days of this announcement (or such longer period as ABG or Bidco, with the consent of the Panel, determines) provided that, if ABG or Bidco elects to exercise its right to implement the Acquisition by way of a Takeover Offer (or vice versa), the time period described in this paragraph 3 shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Takeover Offer Document or Scheme Document (as applicable) as the Panel may require); or
4. the Takeover Offer or the Scheme does not become effective on or before the Longstop Date.

Under the terms of the irrevocable undertaking given by Toscafund, Toscafund can sell Ted Baker Shares to meet fund liquidity requirements, provided that a purchaser of such Ted Baker Shares provides an irrevocable undertaking in substantially the form of the undertaking given by Toscafund.

The irrevocable undertaking given by Schrodgers will cease to be binding:

1. in its entirety if:
  - (A) ABG or Bidco announces that it does not intend to make or proceed with the Acquisition and no new, revised or replacement Takeover Offer or Scheme is announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, in its place or is announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, within 10 days of such lapsing or withdrawal;
  - (B) the Takeover Offer or the Scheme lapses or is withdrawn (which, for the avoidance of doubt, shall not include any suspension of the timetable applicable to any Scheme) and no new, revised or replacement Scheme or Takeover Offer has been announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, in its place or is announced by ABG or Bidco, in accordance with Rule 2.7 of the Code, within 10 days of such lapsing or withdrawal;



- (C) the Scheme Document or Takeover Offer Document (as applicable) is not posted within 28 days of this announcement (or such longer period as ABG or Bidco, with the consent of the Panel, determines) provided that, if ABG or Bidco elects to exercise its right to implement the Acquisition by way of a Takeover Offer (or vice versa), the time period described in this paragraph 3 shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Takeover Offer Document or Scheme Document (as applicable) as the Panel may require); or
  - (D) the Takeover Offer or the Scheme does not become effective on or before the Longstop Date;
2. in part if the Acquisition is implemented by way of the Scheme and the General Meeting has not taken place, or the Ted Baker Shareholders have not voted in favour of the Resolutions, by 5 p.m. (London time) on 7 October 2022; and
  3. solely in relation to any Ted Baker Shares which may be transferred by Schroders or any of its associates, in accordance with applicable law and regulation, to any replacement fund manager or custodian nominated by their underlying client in circumstances where such underlying client has terminated their professional relationship in respect of the relevant Ted Baker Shares or where the relationship continues but their client has changed their investment mandate such that their holding the relevant Ted Baker Shares is no longer consistent with the new mandate.

## Appendix 4 Definitions

The following definitions apply throughout this announcement unless the context requires otherwise.

“£”, “Sterling”, “pence” or “p”	the lawful currency of the UK
“ABG”	Authentic Brands Group, LLC
“ABG Group”	ABG and its subsidiaries and subsidiary undertakings from time to time (including, for the avoidance of doubt, Bidco and its subsidiaries and subsidiary undertakings from time to time)
“Acquisition”	the direct or indirect acquisition of the entire issued and to be issued share capital of Ted Baker by Bidco, to be implemented by way of the Scheme or (should Bidco so elect, subject to the consent of the Panel) by way of the Takeover Offer
“Articles”	the Articles of Association of Ted Baker plc from time to time
“Bidco”	ABG-Robin BidCo (UK) Limited, an indirect wholly-owned subsidiary of ABG
“Blackdown”	Blackdown Partners Limited
“BofA Securities”	Merrill Lynch International
“Business Day”	a day other than a Saturday or Sunday or public holiday in England and Wales or the United States on which banks in London and New York are open for general commercial business
“Cash Consideration”	110 pence in cash for each Ted Baker Share
“Code”	the City Code on Takeovers and Mergers
“Companies Act”	the Companies Act 2006, as amended from time to time
“Conditions”	the conditions to the Acquisition (including the Scheme or, where applicable, any Takeover Offer) as set out in Appendix 1 to this announcement and to be set out in the Scheme Document
“Confidentiality Agreement”	the confidentiality agreement entered into by Ted Baker and ABG on 4 May 2022
“Co-operation Agreement”	the co-operation agreement entered into by Ted Baker, Bidco and ABG on 16 August 2022
“Court Meeting”	the meeting(s) of the Scheme Shareholders to be convened by order of the Court pursuant to section 896 of the Companies Act for the purpose of considering and,

	if thought fit, approving the Scheme (with or without amendment), including any adjournment thereof
“Court”	the High Court of Justice in England and Wales
“CREST”	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755)) in respect of which Euroclear UK & International Limited is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form
“Dealing Disclosure”	an announcement pursuant to Rule 8 of the Code containing details of dealings in interests in relevant securities of a party to an offer
“Disclosed”	information which has been fairly disclosed by or on behalf of Ted Baker: (i) in the annual report and accounts of the Ted Baker Group for the 12 month period ended 29 January 2022; (ii) in this announcement; (iii) in any other public announcement made by, or on behalf of, Ted Baker in accordance with the Listing Rules and/or Disclosure Guidance and Transparency Rules of the FCA (as applicable) via a Regulatory Information Service, in each case prior to the date of this announcement; (iv) in writing prior to the date of this announcement by or on behalf of Ted Baker to ABG (or its respective officers, employees, agents or advisers in their capacity as such); (v) in writing in connection with any management meetings in connection with the Acquisition which were attended by ABG (or its respective officers, employees, agents or advisers in their capacity as such); or (vi) in the virtual data room operated by or on behalf of Ted Baker in respect of the Acquisition prior to the date of this announcement
“Effective Date”	the date upon which the Acquisition becomes Effective
“Effective”	either: <ul style="list-style-type: none"> <li>(a) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms; or</li> <li>(b) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or having become unconditional in all respects in accordance with the requirements of the Code</li> </ul>

“Evaluation”	a detailed evaluation of the Ted Baker business to be undertaken by ABG (working with Ted Baker’s management team)
“Evercore”	Evercore Partners International LLP
“Excluded Shares”	(i) any Ted Baker Shares registered in the name of, or beneficially owned by Bidco, any other member of the ABG Group or their respective nominees; (ii) any Ted Baker Shares held in treasury by Ted Baker; and (iii) any other Ted Baker Shares which Bidco and Ted Baker agree in writing will not be subject to the Scheme
“FCA”	the Financial Conduct Authority of the United Kingdom
“Forms of Proxy”	the form of proxy in connection with each of the Court Meeting and the General Meeting, which shall accompany the Scheme Document
“FSMA”	the Financial Services and Markets Act 2000
“General Meeting”	the general meeting of Ted Baker Shareholders to be convened to consider and if thought fit pass, certain resolutions in connection with the Scheme and the Acquisition (including, without limitation, the Resolution), notice of which will be set out in the Scheme Document, including any adjournment thereof
“IPCo”	an intellectual property holding company which would own and manage the worldwide licensing operations of the Ted Baker brand and be responsible for its global marketing strategy after completion of the Acquisition following the Separation
“Listing Rules”	the rules and regulations made by the FCA in its capacity as the UK Listing Authority under FSMA, and contained in the UK Listing Authority’s publication of the same name
“London Stock Exchange”	London Stock Exchange plc or its successor
“Longstop Date”	16 May 2023, or such later date as may be agreed in writing by Bidco and Ted Baker (with the Panel’s consent and as the Court may approve, if such consent and/or approval is/are required)
“Oasis”	Oasis Management Company Ltd and Oasis Investments II Master Fund Ltd
“Offer Period”	the offer period (as defined in the Code) relating to Ted Baker commencing on 18 March 2022 and ending on the earlier of the Effective Date and the date on which the

	Scheme lapses or is withdrawn (or such other date as the Panel may decide)
“Official List”	the official list maintained by the FCA pursuant to Part 6 of FSMA
“Opening Position Disclosure”	an announcement containing details of interests or short position in, or rights to subscribe for, any relevant securities of a party to the offer if the person concerned has such a position
“Overseas Shareholders”	Ted Baker Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom
“Panel”	the UK Panel on Takeovers and Mergers
“Registrar of Companies”	the Registrar of Companies in England and Wales
“Regulatory Information Service”	any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements
“Resolutions”	the resolution(s) to be proposed at the General Meeting to implement the Scheme including, among other things, to approve the Scheme, to make certain amendments to the Articles in connection with the Scheme, to approve the de-listing and cancellation of the admission to trading of the Ted Baker Shares upon the Scheme becoming effective, and such other matters as may be necessary to approve and implement the Scheme
“Restricted Jurisdiction”	any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Ted Baker Shareholders in that jurisdiction
“Scheme”	the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Ted Baker and the Scheme Shareholders to implement the Acquisition, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Ted Baker and Bidco in writing
“Scheme Court Hearing”	the hearing of the Court to sanction the Scheme under section 899 of the Companies Act
“Scheme Court Order”	the order of the Court sanctioning the Scheme under section 899 of the Companies Act
“Scheme Document”	the document to be sent to (among others) Ted Baker Shareholders containing the particulars required by

	section 897 of the Companies Act and setting out, among other things, the full terms and conditions of the Scheme and containing the notices convening the Court Meeting and General Meeting
“Scheme Record Time”	the time and date to be specified in the Scheme Document, expected to be 6.00 p.m. on the Business Day immediately after the date of the Scheme Court Hearing, or such later time as Bidco and Ted Baker may agree in writing
“Scheme Shareholders”	holders of Scheme Shares
“Scheme Shares”	all Ted Baker Shares: <ul style="list-style-type: none"> <li>(a) in issue as at the date of the Scheme Document;</li> <li>(b) (if any) issued after the date of the Scheme Document and prior to the Scheme Voting Record Time; and</li> <li>(c) (if any) issued at or after the Scheme Voting Record Time and before the Scheme Record Time in respect of which the original or any subsequent holder thereof is bound by the Scheme, or shall by such time have agreed in writing to be bound by the Scheme,</li> </ul> but in each case excluding any Excluded Shares
“Scheme Voting Record Time”	the time and date to be specified in the Scheme Document by reference to which entitlement to vote on the Scheme will be determined
“Schroders”	Schroder Investment Management Limited
“Separation”	the separation of the Ted Baker business into an IPCo and one or more operating companies which would manage the Ted Baker Operations after completion of the Acquisition
“Significant Interest”	a direct or indirect interest in 20 per cent. or more of the voting equity share capital of an undertaking
“SPARC”	SPARC Group LLC
“Takeover Offer”	should the Acquisition be implemented by way of a takeover offer (as defined in Chapter 3 of Part 28 of the Companies Act), the offer to be made by or on behalf of Bidco to acquire the entire issued and to be issued share capital of Ted Baker and, where the context admits, any

	subsequent revision, variation, extension or renewal of such offer
“Takeover Offer Document”	should the Acquisition be implemented by means of the Takeover Offer, the document to be sent to Ted Baker Shareholders which will contain, among other things, the terms and conditions of the Takeover Offer
“Ted Baker”	Ted Baker plc
“Ted Baker Board”	the board of directors of Ted Baker
“Ted Baker Board Recommendation”	a unanimous and unqualified recommendation from the Ted Baker Board to Ted Baker Shareholders in respect of the Acquisition: (i) to vote in favour of the Resolutions; or (ii) if Bidco elects to proceed with a Takeover Offer in accordance with the terms of the Co-Operation Agreement, to accept the Takeover Offer
“Ted Baker Group”	Ted Baker and its subsidiaries and subsidiary undertakings from time to time
“Ted Baker Operations”	the physical retail, e-commerce and wholesale operations of the Ted Baker business in the UK, Continental Europe, North America and South Africa and the research and development activities of the Ted Baker business in the UK
“Ted Baker Share Plans”	(i) the Ted Baker Long Term Incentive Plan approved in general meeting on 20 June 2013 and on 13 June 2017, (ii) the Ted Baker Long Term Incentive Plan approved in general meeting on 21 July 2020, (iii) the Ted Baker Incentive Plan approved in general meeting on 21 July 2020, (iv) the Ted Baker Sharesave Scheme approved in general meeting on 19 July 2000, (v) the Ted Baker Sharesave Scheme approved in general meeting on 21 July 2020, and (vi) one-off buy-out awards over Ted Baker Shares granted to Ted Baker’s Chief Financial Officer that are outstanding on the date of this announcement, each as amended from time to time
“Ted Baker Shareholders”	the registered holders of Ted Baker Shares from time to time
“Ted Baker Shares”	ordinary shares of five pence each in the capital of Ted Baker
“Ted Baker UK”	the Ted Baker Operations in the UK
“Third Party”	any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution, any entity owned or

	controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction
“Toscafund”	Toscafund Asset Management LLP
“treasury shares”	any Ted Baker Shares held by Ted Baker as treasury shares
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“US” or “United States of America”	the United States of America, its territories and possessions, any state of the United States and the District of Columbia
“US Exchange Act”	the United States Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder
“Wider ABG Group”	ABG, Bidco and their respective subsidiaries, subsidiary undertakings, associated undertakings and any other undertaking in which ABG, Bidco and/or such undertakings (aggregating their interests) have a Significant Interest
“Wider Ted Baker Group”	Ted Baker and its subsidiaries and subsidiary undertakings, associated undertakings and any other undertaking in which Ted Baker and/or such undertakings (aggregating their interests) have a Significant Interest

For the purposes of this announcement, “subsidiary”, “subsidiary undertaking” and “undertaking”, have the meanings given by the Companies Act and “associated undertaking” has the meaning given by paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008, other than paragraph 19(1)(b) of Schedule 6 to those regulations which shall be excluded for this purpose.

References to an enactment include references to that enactment as amended, replaced, consolidated or re-enacted by or under any other enactment before or after the date of this announcement.

All references to time in this announcement are to London time unless otherwise stated.



## Schedule 2

### Employee-related matters

Ted Baker and Bidco intend (and, where applicable, agree) that the following arrangements will, where appropriate, be implemented with respect to the Ted Baker Share Plans and certain employment arrangements:

For the purposes of this Schedule:

**Buy-out Award** means the buy-out award over Ted Baker Shares granted to Ted Baker's Chief Financial Officer on 17 March 2022;

**LTIP** means the Ted Baker Long Term Incentive Plan approved in general meeting on 21 July 2020, as amended from time to time;

**Ted Baker Discretionary Plans** means (i) the LTIP, and (ii) the TBIP, each as amended from time to time;

**TBIP** means the Ted Baker Incentive Plan approved in general meeting on 21 July 2020, as amended from time to time;

**Ted Baker Remuneration Committee** means the remuneration committee of the Ted Baker Board;

**Ted Baker Remuneration Policy** means the directors' remuneration policy approved by Ted Baker Shareholders from time to time;

**Ted Baker Share Plans** means the Ted Baker Discretionary Plans, the Buy-out Award, the Ted Baker Long Term Incentive Plan approved in general meeting on 20 June 2013 and on 13 June 2017, and the Ted Baker Sharesave Schemes; and

**Ted Baker Sharesave Schemes** means (i) the Ted Baker Sharesave Scheme approved in general meeting on 19 July 2000, and (ii) the Ted Baker Sharesave Scheme approved in general meeting on 21 July 2020, each as amended from time to time;

#### Ted Baker Share Plans

- 1.1 As at 15 August 2022, the following options and awards were outstanding under the Ted Baker Share Plans:

	Maximum number of shares under option / award	Exercise Price (£)
Vested and unexercised awards	624	<i>n.a.</i>
2020 Level 6 LTIP	1,413,189	<i>n.a.</i>
2020 Level 6 LTIP (Leaver)	708,838	<i>n.a.</i>
2021 Level 6 LTIP	583,031	<i>n.a.</i>
2021 Level 6 LTIP (Leaver)	365,551	<i>n.a.</i>
2022 Level 6 LTIP	1,453,209	<i>n.a.</i>

<b>Level 6 Long Term Incentive Plan (LTIP)</b>	<b>4,523,818</b>	
<i>2021 Level 6 Listing Rule Award</i>	70,882	<i>n.a.</i>
<b>Level 6 Listing Rule Award</b>	<b>70,882</b>	
<i>2020 Level 5 TBIP</i>	1,263,229	<i>n.a.</i>
<i>2021 Level 5 TBIP</i>	1,763,736	<i>n.a.</i>
<i>2022 Level 5 TBIP</i>	3,014,093	<i>n.a.</i>
<b>Level 5 Ted Baker Incentive Plan (TBIP)</b>	<b>6,041,058</b>	
<i>2020 Level 4 TBIP</i>	1,442,461	<i>n.a.</i>
<i>2021 Level 4 TBIP</i>	62,283	<i>n.a.</i>
<i>2022 Level 4 TBIP</i>	170,940	<i>n.a.</i>
<b>Level 4 TBIP</b>	<b>1,675,684</b>	
<i>2019 SAYE</i>	3,239	12.73
<i>2020 SAYE</i>	1,116,629	0.84
<i>2021 SAYE</i>	457,867	1.31
<b>Save as You Earn (SAYE)</b>	<b>1,577,735</b>	

- 1.2 Ted Baker confirms that:
- (a) as at 15 August 2022, other than the options and awards referred to in paragraph 1.1 above, no additional options or awards are outstanding over Ted Baker Shares; and
  - (b) other than as set out in this Schedule 2, Ted Baker has not agreed to make any payment or provide any benefit to any employee of the Ted Baker Group in connection with or arising as a consequence of the Acquisition.
- 1.3 Bidco agrees that Ted Baker may, after written notice to Bidco, amend the rules of the Ted Baker Share Plans in relation to the time at which options may be exercised or awards vest if, in the opinion of the Ted Baker Remuneration Committee or the Ted Baker Board (as applicable), such amendments are necessary or desirable to facilitate the administration of the Ted Baker Share Plans or to obtain or maintain favourable tax treatment for participants in such plans or any member of the Ted Baker Group and may, after written notice to Bidco, make any other amendment reasonably necessary to implement the Acquisition.
- 1.4 Bidco acknowledges that, subject to the consent of the Panel where applicable, Ted Baker shall operate the Ted Baker Share Plans prior to the Court Order in accordance with its normal practice, the rules of the Ted Baker Share Plans and the applicable grant documentation and, where applicable, the Ted Baker Remuneration Policy, and in a manner consistent with historic practice, including in connection with the recruitment, promotion or change in role of any employee of the Ted Baker Group.

- 1.5 Bidco acknowledges that Ted Baker may make any submission to the Panel which it deems necessary to implement the arrangements referred to in this Schedule 2, having consulted with Bidco before making any such submission.
- 1.6 Subject to paragraph 1.7 below, Bidco acknowledges that whether, and the extent to which, options and awards outstanding under the Ted Baker Discretionary Plans at the date of the Court Order vest or become exercisable in connection with the Acquisition is to be determined on or shortly before the date of the Court Order in accordance with the rules of the Ted Baker Discretionary Plans and the actions taken and discretions exercised pursuant to those rules by the Ted Baker Remuneration Committee or the Ted Baker Board (as the case may be) will be in their sole and absolute discretion.
- 1.7 In connection with options and awards granted under the Ted Baker Discretionary Plans prior to the date of this Agreement:
- (a) Ted Baker agrees that:
- (i) options and awards granted between 23 June 2022 and the day before the date of this Agreement (inclusive) will be both: (x) time pro-rated (rounded up to no more than a full year); and (y) subject to the satisfaction of applicable performance conditions, which shall be assessed by the Ted Baker Remuneration Committee or the Ted Baker Board (as applicable) in a formulaic manner (with such adjustments as the Ted Baker Remuneration Committee or the Ted Baker Board consider to be reasonably necessary solely to take account of the fact that applicable performance conditions are being tested early, but no other application of discretion) on, or shortly prior to, the date of the Court Order, without any application of discretion to waive or vary any performance condition; and
- (ii) options and awards granted during 2020, 2021 and on 17 March 2022 will not be time pro-rated, but will be subject to the satisfaction of applicable performance conditions, which shall be assessed by the Ted Baker Remuneration Committee or the Ted Baker Board (as applicable) in a formulaic manner (with such adjustments as the Ted Baker Remuneration Committee or the Ted Baker Board consider to be reasonably necessary solely to take account of the fact that applicable performance conditions are being tested early, but no other application of discretion) on, or shortly prior to, the date of the Court Order, without any application of discretion to waive or vary any performance condition,
- in each case, subject to any decision by the Ted Baker Remuneration Committee or the Ted Baker Board to apply time pro-rating to the date of termination of employment in relation to any options or awards held by any employee of the Ted Baker Group who has ceased or ceases employment before the date of the Court Order; and
- 1.8 Ted Baker and Bidco agree that any part of the Buy-out Award which is unvested immediately prior to the date of the Court Order will, subject to the applicable

performance condition being achieved, vest in full on the date of the Court Order in accordance with its terms and be settled using shares purchased in the market on or before the date of the Court Order and that no Ted Baker Shares will be issued or transferred out of treasury to settle the Buy-out Award.

- 1.9 Bidco agrees that, subject to and conditional on the Effective Date, it will make (or procure payment of) a one-off cash payment to those participants in the Ted Baker Sharesave Schemes who remain in employment on the Effective Date and elect to exercise their options on the date of the Court Order of an amount equal to any additional profit which the participants would have received if they had continued making their monthly savings contributions after the date of the Court Order and exercised their options after the end of the relevant savings contract, and had those Ted Baker Shares been acquired on the terms of the Scheme. Such one-off cash payment will be of such amount as shall, after taking account of the participants' liability to income tax and employee's national insurance contributions thereon, provide them with an after-tax amount equal to the amount of gain they would have received had they continued making their monthly savings contributions after the date of the Court Order and exercised their options (by paying over all savings) on the maturity of the relevant savings contract and had those Ted Baker Shares been acquired on the terms of the Scheme. No such cash payment will be made in respect of any options granted under the Ted Baker Sharesave Schemes on or after the date of this Agreement.

#### **Articles of Association**

- 1.10 Bidco and Ted Baker acknowledge that shareholder approval will be sought for an amendment to the articles of association of Ted Baker so that any Ted Baker Shares transferred or issued after the Scheme Record Time pursuant to the exercise of options or vesting of awards under the Ted Baker Share Plans will be compulsorily acquired by Bidco on the same terms as were available to other Ted Baker Shareholders under the Acquisition (other than the terms in relation to timings and formalities).

#### **Communications**

- 1.11 Ted Baker intends to assist Bidco and its advisers to prepare communications to each of the participants in the Ted Baker Share Plans to enable Bidco to satisfy its obligations under Rule 15 of the Code, and to send or arrange for the sending of any such communications to participants at the appropriate time.

#### **Annual bonus arrangements**

- 1.12 Bidco acknowledges that Ted Baker operates corporate and retail annual bonus arrangements for employees of the Ted Baker Group and that:
- (a) Ted Baker may continue to operate these arrangements for the performance periods completed before the Effective Date in accordance with its normal practice and in a manner consistent with historic practice.
  - (b) For the performance period in which the Effective Date occurs, any bonus decisions will be undertaken by Bidco or any successor operator of any part of

the Ted Baker Group's business at the end of the relevant performance period in accordance with existing performance conditions as at the date of this Agreement in a manner consistent with Ted Baker's historic practice.

### **Employment matters**

- 1.13 Bidco will fully safeguard the existing contractual and statutory employment and pensions rights of the management and employees of the Ted Baker Group in accordance with applicable law.
- 1.14 Without prejudice to paragraph 1.15 below or to any collective consultation or other statutory obligations, Bidco agrees that, for at least 12 months following the Effective Date, in respect of each employee of the Ted Baker Group immediately prior to the Effective Date who remains in employment within the Ted Baker Group, it will use reasonable endeavours to maintain the base salary, pension benefits (including any cash allowance in lieu), benefit provision (including life assurance, healthcare and dental insurance, car allowance and corporate clothing discount, in each case, as applicable to such employee), total variable compensation opportunity (excluding equity incentive compensation opportunities), and redundancy or severance arrangements, that are no less favourable, in the aggregate than those provided to such employee immediately before the Effective Date.
- 1.15 Bidco agrees that if any employee of the Ted Baker Group immediately prior to the Effective Date has their employment terminated in the 12 month period following the Effective Date (other than by reason of their gross misconduct), Bidco will use reasonable endeavours to provide the applicable redundancy and severance payments, benefits and arrangements that are no less favourable than those under Ted Baker's redundancy and severance practices in existence immediately before the Effective Date.