

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the Offer, this document or the action you should take, you are recommended to seek your own personal financial, tax or legal advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 if you are taking advice in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.

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This letter (**Letter**) should be read in conjunction with the offer document to shareholders of Footasylum plc (**Footasylum**) from JD Sports Fashion plc (**JD**) dated on or around the date of this Letter (**Offer Document**), a copy of which you should have received with this Letter. It can also be viewed on the Footasylum plc investor relations website at www.investors.footasylum.com/investor-relations/offer-page. Words and expressions defined in the Offer Document have the same meaning in this Letter unless the context requires otherwise.

22 March 2019

To: Holders of options (**Optionholders**) under the Footasylum plc Save As You Earn Scheme (**SAYE**).

Dear Optionholder

Recommended cash offer for Footasylum by JD

On 18 March 2019, the boards of Footasylum and JD announced that they had reached agreement on the terms of a recommended cash offer for Footasylum by JD, pursuant to which JD would acquire the entire issued and to be issued ordinary share capital of Footasylum (other than Footasylum Shares which JD already owns) (**Offer**). For further details of the background to the Offer, please refer to Part I of the Offer Document.

This Letter explains the effect of the Offer on the option granted to you under the SAYE (**Option**), and sets out the courses of action available to you.

The Offer

1 How does the Offer work?

The purpose of the Offer is to enable JD to become the owner of the entire issued and to be issued share capital of Footasylum. The Offer is conditional upon, amongst other things, valid acceptances being received in respect of Footasylum Shares which constitute not less than 90 per cent. of the Footasylum Shares to which the Offer relates (**Acceptance Condition**).

If the Offer becomes unconditional in all respects, any Footasylum Shares in respect of which the Offer has been accepted will be acquired by JD.

You can find additional information regarding the Offer in the Offer Document.

2 What are the terms of the Offer for shareholders of Footasylum?

Under the terms of the Offer and provided that no dividend and/or other distribution or any other return of capital in respect of the Footasylum Shares is made or paid on or after the Announcement Date, Footasylum Shareholders will be entitled to receive, for each Footasylum Share held:

82.5 pence in cash

As described in more detail in the Offer Document, based on Footasylum's closing share price on 15 March 2019 of 46.5 pence per Footasylum Share, this Offer Price represents a premium of approximately 77.4 per cent per Footasylum Share.

The Offer values the fully diluted issued and to be issued ordinary share capital of Footasylum at up to approximately £90.0 million.

3 Will the Acquisition definitely go ahead?

The Offer is conditional on the Acceptance Condition and various other conditions being satisfied by the closing date of the Offer. If the Offer does not become unconditional in all respects, the Acquisition will not go ahead. For further details on this, please refer to Part A of Appendix 1 to the Offer Document.

4 What if the Acquisition does not go ahead?

If the Offer does not become unconditional in all respects, the Acquisition will not go ahead and your Option will continue unaffected.

Your Option

5 What is my Option?

Your Option gives you the right to acquire a certain number of Footasylum Shares at an exercise price of £1.312 per Footasylum Share on the terms set out in the rules of the SAYE pursuant to which the Option was granted to you.

6 What is the effect of the Offer on my Option?

Your Option will become capable of exercise if the Offer becomes unconditional in all respects. This is earlier than would ordinarily be the case, as an Option would normally only become exercisable following completion of the related three year savings contract. Your Option would only be exercisable over the number of Footasylum Shares that could be purchased with your accumulated savings under your savings contract as at the date of exercise.

However, as your Option has an exercise price per Footasylum Share that is greater than the Offer Price of 82.5 pence for each Footasylum Share, if you were to exercise your Option and then sell your Footasylum Shares as part of the Offer, the amount you would receive would be less than the exercise price you paid (i.e. you would incur a financial loss). Therefore, JD is not making any proposal to Optionholders under the SAYE.

Next Steps

7 What should I do now?

If the Offer becomes unconditional in all respects, we will contact you again to provide instructions as to how to receive your accumulated savings back. If you were to then take no action, you will receive your accumulated savings back in any case when your Option lapses. This will be either six months after the Offer becomes unconditional in all respects or, if earlier, the end of any period during which JD is bound or entitled to acquire Footasylum Shares compulsorily under the Companies Act 2006.

It is your decision as to whether to exercise your Option, although we would recommend that you take independent financial advice before choosing to do so. If you wish to exercise your Option after the Offer becomes unconditional in all respects, notwithstanding that you would make a financial loss, please contact Nancy Kelsall at Footasylum to obtain an exercise form. You would then be able to accept the Offer in respect of any Footasylum Shares you acquire provided that the Offer is still open for acceptance at the time at which you receive Footasylum Shares pursuant to the exercise of such Option.

If you do nothing, your Option will lapse on the expiry of the period of six months from the date on which the Offer became unconditional in all respects, or if earlier, the end of any period during which JD is bound or entitled to acquire Footasylum Shares compulsorily under the Companies Act 2006.

8 Further queries

If you have any queries in relation to this Letter, please contact Nancy Kelsall at Footasylum either by email on Nancy.Kelsall@Footasylum.com or by telephone on 01706 714299. Please note that neither Footasylum nor your Footasylum Group employer will be able to provide you with any legal, financial, tax planning or investment advice or advice on the merits of any particular choice or on the Offer itself. **If you are in any doubt as to the action you should take, you should seek your own independent professional advice.**

Yours faithfully

Barry Bown

Executive Chairman

For and on behalf of Footasylum plc

