

Manchester City Football Club.



To: Roberto Mancini

Manchester City FC
City of Manchester Stadium
SportCity
Manchester M11 3FF
T 0870 062 1894
F 0161 438 7999
mfc@mfc.co.uk
www.mfc.co.uk

19 December 2009

Dear Roberto,

Heads of Agreement

These heads of agreement (the "Heads") set out the principal terms and conditions on and subject to which Manchester City Football Club Limited ("we" or the "Club") is willing to enter into an agreement with you to employ you as manager of the Team.

1. Definitions

In these Heads, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Contract" means the contract of employment to be entered into between you and the Club;

"Effective Date" means the date of the Contract;

"Job Description" means your job description, to be agreed;

"Performance Objectives" means, in respect of any Season, the following:

- the Team having achieved fourth place or higher at the end of the relevant Season; and
- you having met all the requirements set out in your Job Description;

"Premier League" means the competition organised and run by The Football Association Premier League Limited; and

"Season" means:

- the date of the Contract until 30 June 2010; or
- other than above, a calendar year between 1 July and 30 June; and

"Team" means the first team of the Club.



2. Status

It is intended that these Heads shall be replaced with a long form employment agreement to be entered into between you and us as soon as possible (the "Long Form Agreement").

3. Term

3.1 The Club will enter into the Contract with you on and with effect from the Effective Date until 30 June 2013, subject to earlier termination as set out below.

3.2 The Club shall have the option (by giving notice in writing to you at any time from the date of the last game of the relevant Season until the date of the first game of the following Season) to terminate the Contract early at the end of each Season in the event that the Performance Objectives have not been met. In such event, the Club will pay you an amount equal to 8 months' basic salary.

3.3 In the event of the Club terminating the Contract for any reason other than as set out in clause 3.2, the Club will pay you an amount equal to 14 months' basic salary.

4. Remuneration

4.1 You will receive the following remuneration and benefits:

- (a) subject to (b) below, by way of basic salary from the Club, £1,450,000 per Season (after deduction for and on account of any and all applicable payroll taxes and national insurance contributions) (for the avoidance of doubt, you will receive the pro rata amount of your annual salary in respect of the current Season);
- (b) in the event of the Team having achieved fourth place or higher in the Premier League at the end of a Season, your basic salary will for all subsequent Seasons increase by £200,000 per Season more than you earned by way of basic salary in the Season in which you achieved such fourth place or higher.

All sums due under paragraphs (a) and (b) above are after deduction for and on account of any and all applicable payroll taxes and employee national insurance contributions.

(c) the Club will pay you the following bonuses:

- (i) in the event of the Team being in the following positions in the league table of the Premier League at the end of a Season, the following:
 - (A) first place - £4,000,000;
 - (B) second place - £2,500,000;
 - (C) third place - £2,000,000; or
 - (D) fourth place - £1,500,000;
- (ii) in the event of the Team having achieved the following in respect of the UEFA Champions League in a Season, the following (though, for the avoidance of doubt, only the highest one of any earned):

- (A) winning - £3,000,000;
 - (B) losing finalist - £2,000,000;
 - (C) semi-finalist - £1,500,000; or
 - (D) quarter-finalist - £1,000,000;
- (iii) in the event of the Team having achieved the following in respect of the UEFA Europa League in a Season, the following (though, for the avoidance of doubt, only the highest one of any earned):
- (A) winning - £1,500,000; or
 - (B) losing finalist - £500,000;
- (iv) in the event of the Team having achieved the following in respect of the FA Challenge Cup in a Season, the following (though, for the avoidance of doubt, only the highest one of any earned):
- (A) winning - £1,500,000; or
 - (B) losing finalist - £500,000; and
- (v) in the event of the Team winning the Football League Cup in a Season, the sum of £1,000,000 (except if the Team wins such in the current Season, in which event you will receive the sum of £400,000).

All bonuses under this paragraph (c) are before deduction for and on account of any and all applicable payroll taxes and employee national insurance contributions);

- (d) you will be entitled to 28 days' paid leave per annum;
- (e) the Club will provide you with the following additional benefits:
 - (i) private medical insurance for you, your wife and children;
 - (ii) life assurance to a value to be agreed;
 - (iii) eight return flights per annum between Manchester and Italy for each of you, your wife and your children;
 - (iv) the maximum gross sum of £7,500 per month towards your accommodation costs;
 - (v) six tickets for each home match played by the Club and, subject to availability, up to three tickets for each away match; and
 - (vi) the Club will meet the cost of:
 - (A) accommodation in a hotel or apartment of your choice for a reasonable period while you find suitable permanent accommodation;

- (B) leasing a car to a maximum annual cost to the Club of £24,000;
- (C) personal English language tuition during the first 12 months of the Contract;
- (D) your home telephone, including installation and all bills; and
- (E) a mobile telephone/BlackBerry.

5. **Announcements and confidentiality**

- 5.1 Until such time as the Contract is executed by the Club and you, no announcements shall be made by either party in relation to these Heads or the arrangements contemplated by it without the prior written consent of the other.
- 5.2 Neither you nor the Club shall, without the prior written consent of the other, disclose the existence or terms of these Heads, to any third party. This Clause 5 shall survive the termination or expiry of these Heads and is intended to be legally binding.

6. **General**

To the extent legally binding, these Heads and the negotiations between the parties relating to the subject matter of these Heads, and all disputes and claims arising out of or in connection with it or them, shall be governed by, and construed in accordance with, the laws of England and Wales. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising under or in connection with these Heads.

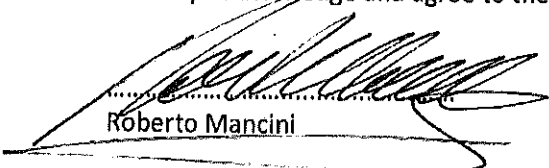
Please sign and return a copy of these Heads as soon as possible to confirm your agreement to the above.

Yours faithfully,



.....
For and on behalf of
Manchester City Football Club Limited

I hereby acknowledge and agree to the terms of these Heads.



.....
Roberto Mancini

Date:

From: Al Jazira Sports and Cultural Club
P.O.Box 2750
Abu Dhabi
United Arab Emirates

To: Roberto Mancini

Date: 19 December 2009

Dear Roberto,

Re. Consulting Agreement – Heads of Agreement

These heads of agreement (these "Heads") set out the principal terms and conditions on and subject to which Al Jazira Sports and Cultural Club (the "Club") is willing to enter into an agreement with your company to procure your services as a consultant to the Club.

1. Status

It is intended that these Heads shall be replaced with a long form consultancy agreement to be entered into between your company and the Club as soon as possible (the "Consultancy Agreement").

2. Term

Your company's consultancy with the Club will be for a term until 30 June 2013, subject to earlier termination, as set out below.

The Club shall have the option (by giving notice in writing to you at any time from 1 June to 30 June in any Year) to terminate the Consultancy Agreement early at the end of each Season in the event that the Performance Objectives (as defined below) have not been met. In such event, the Club will pay you an amount equal to two-thirds of one Year's fee.

In the event of the Club terminating the Contract for any reason other than as set out in the foregoing paragraph, the Club will pay you an amount equal to 7/6 of one Year's fee.

For the purposes of this clause 2, "Performance Objectives" means, in respect of any Year, you having met all the requirements set out in your job description (such job description to be agreed).

3. Consultancy Fee

In return for procuring your services, the Club will pay your company a fee of £1,750,000 per Year (a Year being, for these purposes, the date of the Consultancy Agreement until 30 June 2010 and then 1 July the following 30 June in respect of each following Year).

Your company will receive the pro rata amount of its fee in respect of the current Year.

The Fees will be paid to an account nominated by your company and will be paid without deduction of any taxation.

In addition to the payment of the fees set out, the Club will also pay the costs and expenses of your travel to and accommodation in Abu Dhabi in respect of each personal appearance in Abu Dhabi required under the terms of the Consultancy Agreement. Such travel and accommodation shall consist of business class return flights to Abu Dhabi for you and five star hotel accommodation in Abu Dhabi.

4. Services

Your company will procure that you provide coaching services to the Club in Abu Dhabi. Your company will procure that you provide such services to the Club for a minimum of [4] days per Year.

5. Announcements and confidentiality

Until such time as the Consultancy Agreement is executed by the Club and your company, no announcements shall be made by either party in relation to these Heads or the arrangements contemplated by it without the prior written consent of the other.

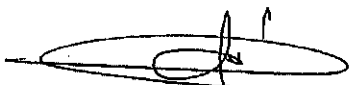
Neither you, your company nor the Club shall, without the prior written consent of the other, disclose the existence or terms of these Heads, to any third party. This Clause 5 shall survive the termination or expiry of these Heads and is intended to be legally binding.

6. General

To the extent legally binding, these Heads and the negotiations between the parties relating to the subject matter of these Heads, and all disputes and claims arising out of or in connection with it or them, shall be governed by, and construed in accordance with, the laws of England and Wales. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the English courts as regards any claim or matter arising under or in connection with these Heads.

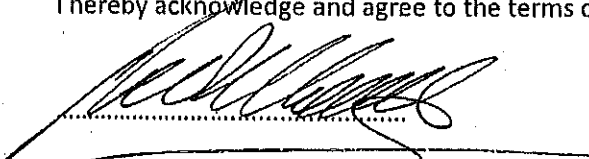
Please sign and return a copy of these Heads as soon as possible to confirm your agreement to the above.

Yours faithfully,



.....
For and on behalf of
Al Jazira Sports and Cultural Club

I hereby acknowledge and agree to the terms of these Heads.


.....
Roberto Mancini

Date:

Dated

1 June

2010

(1) AL JAZIRA SPORTS AND CULTURAL CLUB LIMITED

(2) SPARKLEGLow HOLDINGS LTD

CONSULTANCY AGREEMENT

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This AGREEMENT is made on ~~15~~^{June} day of ~~March~~ 2010

BETWEEN:

- (1) **AL JAZIRA SPORTS AND CULTURAL CLUB LIMITED**, whose address is at P.O. Box 2750, Abu Dhabi, United Arab Emirates, fax number [REDACTED], represented by Mr Phil Anderton acting as CEO ("the Club"); and
- (2) **SPARKLEGLOW HOLDINGS LTD** whose address is at Suite 308, St James Court, St Denis Street, Port-Louis, Republic of Mauritius, fax number [REDACTED] represented by Mr Denis Sek Sum of Fitco (Directors) Ltd whose address is at Suite 308, St James Court, St Denis Street, Port-Louis, Republic of Mauritius, fax number [REDACTED], acting as corporate director (the "**Consultant Company**").

BACKGROUND:

- (A) The Consultant Company represents to the Club that it is capable of providing a Coach who is skilled in the provision of services the same as or similar to the Services.
- (B) The Club wishes to engage the Consultant Company to procure the provision of the Services in Abu Dhabi, United Arab Emirates, and in return for the provision of the Services the Club shall pay to the Consultant Company the fee on the terms of this Agreement.

TERMS AGREED

1 **Definitions and Interpretation**

- 1.1 In this Agreement, including the Background section above, the following terms shall have the following meanings unless the context requires otherwise:

"Club Capacity"

means any representation of the Coach and/or use of the Coach's Image Rights or Underlying Rights for and on behalf of the Club or any brand owned or controlled by the Club in connection or combination with the name, colours, crest, strip, trade marks or logos or other identifying characteristics of the Club or in any manner referring to or taking advantage of any of the same;

"Coach"

shall mean Roberto Mancini of Via [REDACTED] Italy or another coach of equivalent status appointed by the Consultant Company from time to time;

"Commencement Date"

shall mean 1 January 2010;

"Image Rights"

means the right to use anywhere in the Territory an appointed Coach's name, nickname, slogan and signatures developed from time to time, image, likeness, voice, logos, get-ups, initials, reputation, biographical information, graphical representation, electronic, animated or computer-generated representation and/or any other representation and/or right of association and/or any other right or quasi-right of such Coach;

"Law"

shall mean any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance, directions and/or determinations with which the Parties are bound to comply, in each case as may be amended, enacted, extended, replaced, modified, consolidated or repealed from time to time;

"Party"

shall mean the Club and the Consultant Company which together shall be referred to as the "Parties" in this Agreement;

"Performance Objectives"

shall mean those requirements which appear in the Job description, as set out in Schedule 1 to this Agreement [Please see separate document];

"Services"

shall mean the following services: (i) advisory and teaching sessions related to football matters; (ii) marketing advice; (iii) advertising advice; (iv) strategic advice regarding football-related commercial matters. All services to be rendered to the Club's staff and executives in Abu Dhabi.

"Year"

shall mean the period from 1 July to the following 30 June.

1.2 In this Agreement:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 reference to one gender (including the neuter gender) includes all others;
- 1.2.3 the words "include", "including" and "includes" are used without inference of limitation;
- 1.2.4 working days are all days except Saturdays, Sundays and English public holidays; and
- 1.2.5 headings are for convenience only and do not affect construction or interpretation.

2 Basis of Contract

- 2.1 With effect from the Commencement Date, the Club appoints the Consultant Company to procure the provision of the Services to the Club or have them procured by its executives and/or by the Coach on and subject to the terms of this Agreement. The Consultant Company shall not provide the Services at any time by means of any person not being the Coach without the Club's prior consent, which may be withheld at the Club's discretion. The requirement to obtain such consent is of the essence of this Agreement and failure so to obtain shall constitute a serious and material breach of this Agreement.
- 2.2 The Consultant Company and the Coach are not obliged to procure and provide services exclusively for the Club.
- 2.3 The relationship of the Consultant Company to the Club shall be that of independent contractor. Nothing in this Agreement shall create a relationship of employer and employee, principal and agent, any mutuality of obligation or any partnership or other relationship between the Club and the Consultant Company and the Club and the Coach.
- 2.4 Except as expressly provided by this Agreement the Consultant Company shall not pledge the Club's credit or bind or purport to bind the Club in any way howsoever.

3 Services

- 3.1 The Consultant Company shall procure the performance of the Services and have them performed by its executives and/or by the Coach:
- 3.1.1 with all due care, skill and ability and in accordance with best industry practices; and
- 3.1.2 at such times and at such places, for such periods and in such manner as the Club may reasonably require for the timely and proper performance in the Emirate of Abu Dhabi of the Services, provided that the Consultant Company will procure that Services are provided for two (2) days in respect of the period which begins on the Commencement Date and ends on 30 June 2010, and four (4) days per any subsequent Year. The Club shall consult with the Consultant Company and define at the beginning of each calendar year, to the extent possible, what are the provisional dates where the Consultant Company's executives and/or the Coach are required and shall be available in Abu Dhabi.
- 3.2 The Consultant Company shall procure that its executives and the Coach shall:
- 3.2.1 use reasonable endeavours to ensure that they are available as required at all times on reasonable notice (to be provided as per clause 3.1.2) to

provide such assistance and/or information as the Club may reasonably require;

3.2.2 act at all times towards the Club in good faith and not let his own personal interests conflict with the duties owed to the Club under the Agreement or Law;

3.2.3 not do anything or fail to do anything that brings the name of the Club into disrepute and shall use his best endeavours to promote the interests of the Club and shall not engage in any business activity that is dishonest, fraudulent or unlawful or which, in the reasonable opinion of the Club, is prejudicial to the reputation and/or interests of the Club or the Club's customers; and

3.2.4 comply with all other applicable Laws.

3.3 The Club shall permit the Coach to access and use such of its facilities and resources as are reasonably necessary for the performance of the Services.

4 Confidentiality

4.1 No announcements shall be made by either of the Parties in relation to this Agreement or the relationship between the Parties, without the prior written consent of the other Party.

4.2 The Consultant Company shall use solely for the purpose of this Agreement and keep strictly confidential and not disclose to any third party (except in the proper performance of this Agreement) any confidential information obtained in connection with this Agreement.

4.3 Clause 4.2 shall not apply to information that is in or comes into the public domain (other than as a result of the breach of clause 4.2) or that the Consultant Company is required to disclose by Law (but then only for the purpose and to the extent required by Law).

4.4 For the avoidance of doubt, except for the purpose only of exercising the Consultant Company's rights and performing its obligations under this Agreement, nothing in this Agreement shall give the Consultant Company any Intellectual Property Rights owned or used by the Club. Similarly nothing in this Agreement shall give the Club any IP rights owned or used by the Consultant Company.

5 Fees

5.1 In consideration of entering into this Agreement, the Club shall pay the Consultant Company the amount of £62,328.77 (the "Signing On Fee"). The Signing On Fee is to be paid by the Club to the Consultant Company on or before 5 April 2010.

- 5.2 In consideration of procuring the performance of the Services the Consultant Company shall be paid £1,750,000 per Year by the Club (the "Annual Fee"). In respect of the period which begins on the Commencement Date and ends on 30 June 2010, the Consultant Company shall be paid a pro-rata amount of the Annual Fee equivalent to the amount of £867,808.22 (the "Pro-Rata Fee").
- 5.3 The Signing On Fee, the Annual Fee and the Pro-Rata Fee are exclusive of any value added tax or equivalent sales tax (if due).
- 5.4 The Annual Fee will be payable quarterly by the 5th day of each month following the quarter in relation to which payment is due (i.e., 5th July for the first quarter, 5th October for the second quarter, 5th January for the third quarter and 5th April for the final quarter of each Year) to an account nominated by the Consultant Company and will be paid without any deduction or withholding whatsoever in respect of any taxation or any other duty, levy or charge.
- 5.5 The Pro-Rata Fee will be payable on 5 April 2010.
- 5.6 In addition to the Annual Fee, the Club will pay to the Consultant Company without any deduction or withholding whatsoever in respect of any taxation or any other duty, all the costs and expenses of travel from any European city where the Coach departs from to and accommodation in Abu Dhabi, in respect of each of the Coach's personal appearances at the Club in Abu Dhabi, as required under this Agreement. Such travel and accommodation shall consist of business class return flights to Abu Dhabi and five star hotel accommodation.

6 Term and Termination

- 6.1 This Agreement shall come into force on the Commencement Date and shall continue for a term until 30 June 2013 (the "Term"), unless and until it is terminated in accordance with the terms of this Agreement.
- 6.2 The Club shall be entitled to terminate this Agreement immediately upon notice in writing to the Consultant Company if the Consultant Company, its executive/s and/or the Coach (as relevant):
- 6.2.1 commits any act of gross misconduct and/or gross negligence in connection with the business or affairs of the Club;
- 6.2.2 commits any serious and material, or a repeated breach of its obligations under this Agreement and, in the case of such repeated breaches, persists in such behaviour after receiving a formal written warning from the Club;
- 6.2.3 any Coach performing the Services is guilty of conduct, which in the reasonable opinion of the Club, brings the Club into material disrepute or is calculated or likely to materially affect prejudicially the interests of the Club;

- 6.2.4 an order is made or a resolution is passed for the winding-up of the Consultant Company or any Coach performing the Services commits an act of bankruptcy or compounds with his creditors generally;
- 6.2.5 any Coach performing the Services is convicted of a criminal offence in respect of which a custodial sentence is imposed.
- 6.3 The Club shall be entitled to terminate this Agreement immediately upon written notice, at any time from 1 June to 30 June in any Year, in the event that the Club, in its discretion (such discretion to be exercised by the board of directors of the Club acting reasonably), considers that the Performance Objectives have not been met by the Consultant Company. If the Club terminates this Agreement under this clause 6.3, the Club will pay to the Consultant Company an amount equal to 2/3rds of the Annual Fee together with the accrued portion of the Annual fee due, such payment to be made simultaneously with the termination notice.
- 6.4 On termination of this Agreement for any reason and upon payment of the fee as per clause 6.3 or 6.5 (as relevant) the Consultant Company shall immediately cease and shall procure that its executives and the Coach shall immediately cease providing the Services and shall return to the Club all of the Club's information, documentation, property, equipment and materials in his possession or control. If so requested, the Consultant Company shall procure that its executives and the Coach shall, on each occasion he is obliged to deliver up property or delete information pursuant to this clause, provide to the Club a signed statement confirming that he has fully complied with his obligations under this clause.
- 6.5 In the event that the Club terminates this Agreement for any reason, save for as set out in clause 6.2 or 6.3, the Club will pay to the Consultant Company an amount equal to 7/6ths of the Annual Fee together with the accrued portion of the Annual fee due, such payment to be made simultaneously with the termination notice.
- 6.6 The termination of this Agreement shall not affect the Parties' accrued rights, remedies, liabilities and obligations.

7 Assignment and subcontracting

None of the Parties shall be entitled to assign, transfer or otherwise sub-contract the whole or any part of this Agreement without the other Party's prior written consent.

8 Image Rights

The Consultant Company shall procure that any Coach performing the Services shall make available to the Club, solely for the promotion of the Club in its business and commercial interests during the continuation of this Agreement, the Image Rights and Underlying Rights of the Coach in a Club Capacity and grants to the Club the right and licence within the Territory and during the Term to use, exploit, protect,

enforce, licence and sub-licence any and/or all of the Image Rights and Underlying Rights of the Coach in a Club Capacity now or during this Agreement existing or developed, free from encumbrances. For the avoidance of doubt, the Club shall not use any image and/or likeness in a caricature and/or cartoon representation, voice or animated/computer generated representations of any Coach for any purpose whatsoever without such Coach's prior written approval.

9 General

- 9.1 Clause 4 (Confidentiality) shall survive the termination for any reason or expiry of this Agreement.
- 9.2 This Agreement contains all the terms agreed by the Parties in relation to its subject matter. It supersedes any prior agreements, understandings or arrangements between the Parties in relation to its subject matter and may not be varied except with the written agreement of the Parties. Each Party acknowledges that in entering into this Agreement it has not relied upon any matter not set out herein. Nothing in this clause shall, however, exclude any of the Party's liability for fraudulent misrepresentation.
- 9.3 The rights and remedies available to the Parties under this Agreement shall not limit or exclude any other right or remedies that any of the Parties may have against any of the other Parties.
- 9.4 None of the Parties shall be liable to any of the other Parties if its performance of this Agreement is prevented or delayed due to circumstances beyond its reasonable control.
- 9.5 None of the Parties' failure or delay in enforcing or relying on any right or remedy under this Agreement will prevent that Party from later enforcing or relying on that nor any other right or remedy.
- 9.6 If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that part will be deemed to have been severed from this Agreement and the remainder of this Agreement will remain in full force and effect for the duration of the unexpired term of the Agreement.
- 9.7 Any formal notice or communication given under or in relation to this Agreement shall be in writing and shall be delivered by hand or sent by first class post to the other Party at its address set out in this Agreement or to such other address as it has previously notified to the sending Party in writing and shall be deemed to have been served when actually received or, if sent by first class post and returned marked "gone away" or to the like effect, on return of such mail.
- 9.8 Nothing in this Agreement shall otherwise confer any rights or benefits upon or be enforceable by any person who is not a party to it, whether under the Contracts (Rights of the Third Parties) Act 1999 or otherwise.

9.9 This Agreement shall be governed by and construed in accordance with, the laws of England & Wales. All disputes arising out of or in connection with this Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of such arbitration shall be Geneva, Switzerland.

IN WITNESS whereof this **AGREEMENT** has been **EXECUTED** as a **DEED** on the date first written above.

EXECUTED as a **DEED**

by **AL JAZIRA SPORTS AND CULTURAL CLUB LIMITED**

acting by Phil Anderton

CEO

in the presence of:

Name of Witness

SIMON PEARCE

Address of Witness

Signature of Witness

EXECUTED as a **DEED**

by **SPARKLEGLow HOLDINGS LTD**

acting by

Fitco (Directors) Ltd

Mr Denis Sek Sum

Corporate director

in the presence of :

Name of Witness

Varsha RAMPHUL

Address of Witness

Suite 308, St. James Court,
St Denis Street Port-Louis,
Republic of Mauritius.

Signature of Witness

V. Ramphul

Schedule 1

Performance Objectives – SPARKLEGLOW HOLDINGS LTD

| | | | |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| Provision | Football Consultancy | Department | Football |
| Fee | £1.75 million per annum | Location | Abu Dhabi |
| Reporting to | CEO | | |
| Key Tasks | <p>The Consultancy Company will provide to Al Jazira Club (AJC) the services of a coach whose key tasks shall include:</p> <ul style="list-style-type: none">• To provide consultant coaching and football management services to AJC.• To collaborate with football management staff of AJC in relation to coaching and player development strategy.• To assist in developing AJC team coaching program.• To advise on football-related matters, including:<ul style="list-style-type: none">- Scouting and recruitment- Player acquisition- Medical and sports science- Performance analysis- Player development- Facilities• To contribute to annual business strategy (local and global) and provide general strategic advice in relation to football and football-related commercial matters. | | |

SPARKLEGLow HOLDINGS LTD

St James Court, Suite 308, St Denis Street, Port Louis
Republic of Mauritius

Date: 25 March, 2011

Al Jazira Sports and Cultural Club Limited
P.O. Box 2750
AbuDhabi, United Arab Emirates

Dear Sirs,

I refer to the Consultancy agreement in force between Al Jazira Sports and Cultural Club Limited and our Company.

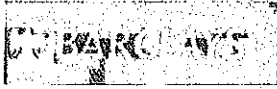
Please kindly proceed with the payment of the amount due to our Company to date, **i.e. GBP 1,805,136.99**, in consideration of the activities performed by Mr Roberto Mancini in accordance with the above agreement, on the following bank account:

| | |
|----------------|-------------------------------------------|
| Account holder | Roberto Mancini Sparkleglow |
| Account number | 1295 |
| IBAN | ████████████████████████████████████████ |
| Bank | Banca Popolare di Ancona, filiale di Roma |
| SWIFT | BLOPIT22 |
| ABI | 05308 |
| CAB | 03200 |

Thank you and best regards,



FITCO (DIRECTORS) LTD
Represented by Denis Sek Sum (Mr.)



Home

Mr ANDREW HARDMAN
FOOTBALL CLUB LTD

MANCHESTER CITY

28/03/2011

Log Out

Accounts

- View Account Sets
- View Inward Payments

Payments

- View Payments
- Make Payment
- Authorise Payments
- View Exchange Rates

Beneficiaries

- View Beneficiaries
- Add Beneficiary
- View Beneficiary Sets
- Add Beneficiary Set
- Approve Beneficiaries

Collections

- View Collections
- Make Collection
- Verify Collections
- Authorise Collections

Debtors

- View Debtors
- View Debtor Sets

Import Files

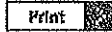
- View Imports
- Import File

Services

- Reminders
- Activity Log
- Export Files
- Organisation Details

View Currency/International Payment/SEPA Credit Transfer

[down to bottom](#)



Payment Identification:

Status: **Completed**

BIB Reference Number: **1000080333**

API Reference Number: **BIB-0871909399**

AFTS Control Reference: **019657**

Sensitive:

Sensitive Payment

Source:

Beneficiary Source: **Entered manually**

Payment Source: **Entered manually**

Payment From:

Account Name: **MCFC STADIUM OPER**

Sort Code: **205534**

Account Number: **[REDACTED]**

Currency: **GBP**

Payment Classification:

Urgency and Type: **Urgent Currency/International Payment**

Payment To:

Beneficiary Name: **ROBERTO MANCINI SPARKLEGLow**

Beneficiary Address:

Beneficiary Country:

Account Number:

IBAN: **[REDACTED]**

Account Currency:

Beneficiary Bank Name: **UBI BANCA (UNIONE DI BANCHE ITALIAN**

Beneficiary Bank Address: **BERGAMO**

PIAZZA V. VENETO 8 24122 BERGAMO

Beneficiary Bank Country: **Italy**

Beneficiary Bank SWIFT Id: **BLOPIT22**

National Clearing Code Type:

National Clearing Code:

Payment Details:

Requested Debit Currency and Amount: **GBP 1,805,136.99**

Sent Currency and Amount: **GBP 1,805,136.99**

Actual Sent Amount: **GBP 1,805,136.99**

Exchange Rate:

Execution Date: **28/03/2011**

Requested Value Date: **28/03/2011**

Available Value Date: **28/03/2011**

Actual Value Date: **28/03/2011**

Payment Reference:

Deal Details:

Deal Number:

Rate Booked:

Indicative Charges:

* Requested Charges: **Deduct all charges from the amount**

* Actual Charges: **Debit only UK charges from the account**

Barclays Charge: **GBP 15.00**
SWIFT Id/IBAN Charge:
Cover Charge:
Overseas Delivery Charge:
Charges to be Debited from:

Authorisation:

Equivalent value of payment in sterling: **GBP 1,805,136.99**
Authorisation: **Authorisation(2)**
Imported By:
Input By: **MR NICHOLAS DODD**
Verified By:
Authorised By: **Mr ANDREW HARDMAN**
Mr ANDREW WIDDOWSON

Notes:

Free Format Notes:

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Sparkleglow Holdings Ltd

Suite 308, St James Court, St Denis Street, Port Louis, Republic of Mauritius

Invoice Date: April 05, 2011

Al Jazira Sports and Cultural
Club Limited
P.O. Box 2750
Abu Dhabi
United Arab Emirates

INVOICE

Invoice No : SH001

| Description | Amount GBP |
|--------------------------------------------------------------------------------------------------------------------|-------------------|
| <i>Fees for Professional Services rendered w.r.t:-</i> | |
| <ul style="list-style-type: none">• Consultancy Agreement with Al Jazira Sports and Cultural Limited | 437,500.00 |
| Total GBP | 437,500.00 |

Account holder: Roberto Mancini Sparkleglow

Account number: [REDACTED]

IBAN: [REDACTED]

Bank: Banca Popolare di Ancona, filiale di Roma

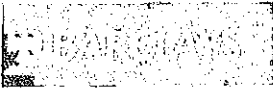
Swift: BLOPIT22

ABI 05308

CAB 03200

With best compliments

Sparkleglow Holdings Ltd



Home

Mr ANDREW HARDMAN
FOOTBALL CLUB LTD

MANCHESTER CITY

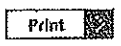
12/04/2011

Log Out

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 - Authorise Payments
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View Currency/International Payment/SEPA Credit Transfer

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Payment Identification:

Status: **Completed**

BIB Reference Number: **1871796733**

API Reference Number: **BIB-1021368793**

AFTS Control Reference: **011792**

Sensitive:

Sensitive Payment

Source:

Beneficiary Source: **Entered manually**

Payment Source: **Entered manually**

Payment From:

Account Name: **MCFC STADIUM OPER**

Sort Code: **205534**

Account Number: **[REDACTED]**

Currency: **GBP**

Payment Classification:

Urgency and Type: **Urgent Currency/International Payment**

Payment To:

Beneficiary Name: **ROBERTO MANCINI SPARKLEGLOW**

Beneficiary Address:

Beneficiary Country:

Account Number:

IBAN: **[REDACTED]**

Account Currency:

Beneficiary Bank Name: **UBI BANCA (UNIONE DI BANCHE ITALIAN**

Beneficiary Bank Address: **BERGAMO**

PIAZZA V. VENETO 8 24122 BERGAMO

Beneficiary Bank Country: **Italy**

Beneficiary Bank SWIFT Id: **BLOPIT22**

National Clearing Code Type:

National Clearing Code:

Payment Details:

Requested Debit Currency and Amount: **GBP 437,500.00**

Sent Currency and Amount: **GBP 437,500.00**

Actual Sent Amount: **GBP 437,500.00**

Exchange Rate:

Execution Date: **12/04/2011**

Requested Value Date: **12/04/2011**

Available Value Date: **12/04/2011**

Actual Value Date: **12/04/2011**

Payment Reference: **INVOICE NUMBER SH001**

Deal Details:

Deal Number:

Rate Booked:

Indicative Charges:

* Requested Charges: **Deduct all charges from the amount**

* Actual Charges: **Debit only UK charges from the account**

Barclays Charge: **GBP 15.00**
SWIFT Id/IBAN Charge:
Cover Charge:
Overseas Delivery Charge:
Charges to be Debited from:

Authorisation:

Equivalent value of payment in sterling: **GBP 437,500.00**
Authorisation: **Authorisation(2)**
Imported By:
Input By: **MR NICHOLAS DODD**
Verified By:
Authorised By: **Mr ANDREW WIDDOWSON**
Mr ANDREW HARDMAN

Notes:

Free Format Notes:

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From: gc@mcfc.co.uk
To: [REDACTED]
Cc: "Graham Wallace"<Graham.Wallace@mcfc.co.uk>
Sent: July 6 2011 23:51
Subject: RE: Correct mail. R: Roberto's contract ammendment requests.

Silvia,

Thank you for your e.mail and your patience. Please see the below changes in blue. I hope we can re-visit the issues you are disappointed by at a later date.

Regards

garry

Garry Cook
Chief Executive Officer
Manchester City Football Club
e: gc@mcfc.co.uk
w:mcfc.co.uk

This email is from Manchester City Football Club, (Company Reg No. 40946).

City of Manchester Stadium, SportCity, Manchester, M11 3FF

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From: [REDACTED]
Sent: 04 July 2011 23:01
To: Garry Cook
Cc: [REDACTED]
Subject: Correct mail. R: Roberto's contract ammendment requests.

I'm sorry. This is the correct email. Please ignore the previous mail.

Dear Garry
thank you for your email and the proposal you made in it.

When we met in Manchester we talk to you mainly about three issues:

i) a new term of the contract with one year extension and a roll over criterium ;

As discussed there is no change to the current existing manager contract.

ii) a compensation for the higher taxes to be paid ;see below in red

We are agreed on the reconciliation with thanks to you for explaining the reconciliation payment calculation.

Reconciliation payment due for period Dec 20 2009 to March 31 2011 £1,842,312

Future quarterly payments due from July 1 2011 £796,903

iii) a new fixed salary running from july 2011.

We appreciate from your email that only the second issue has been accepted by the Club no other proposal has been made on the other two issues. So We do honestly have to say you that Roberto and us are a little disappointed for the contents of the proposal made.

Could you please confirm us the following issues:

i) the amount of the compensation is a net amount to be gross up $1.842.311,99 (1.805.137 + 437.500 = 2.242.637 \text{ net} + \text{italian tax } 45.1\% \text{ is } 1.842.311,99 = 4.084.948,99 \text{ gross} - 2.242.637 \text{ paid} = 1.842.311,99 \text{ due sum})$ and it is payable by the Club immediately;

ii) the new consulting agreement with the Abu Dhabi club to be performed since 1 april 2011 by the Italian company Italy International Services srl, please find attached the draft

the consultancy agreement as we discussed last march (the Consultant Company shall be paid by the Club the sum of £7.172.131,147 (3.937.500 net +italian tax 45.1% is 3.234.631,147=7.172.131,147 gross) ,

which shall be payable in equal quarterly instalments of £796.903,46 (437,500 net +italian tax 45.1% is 359. 403,46 = 796.903,46 gross) in arrears on the following dates: 1 July 2011, 1 October 2011, 1 January

2012, 1 April 2012, 1 July 2012, 1 October 2012, 1 January 2013, 1 April 2013 and 1 July 2013).

iii) the consultancy contract to be signed immediatly (by 8 july 2011) ;

iv) you will provide us all the reference's contact and detail of the person/s to be in charge for the service to be delivered by the contract signed;

This will be handled immediately by Graham Wallace

v) we could send an invoice from Italy International Services srl and the bank details for the payment of the 5th jule 2011.

Looking forward to hearing from you.

Best Regards,
Silvia and Roberto

----Messaggio originale----

Da: gc@mcfc.co.uk

Data: 29-giu-2011 18.30

A: [REDACTED]

Ogg: Roberto's contract ammendment requests.

Dear Silvia and Roberto,

Further to my E.mail on Friday 24th June, 2011 and further to our conversations since June 13th, 2011 i would like to inform you of the current position regarding Roberto's contract amendment requests.

Following a relatively successful season for the football club we were surprised to see a request for a new contract with 2 years remaining of a 3.5 year contract. During our meeting in Manchester we discussed the process to this point, both the unexpected visit to Abu Dhabi and the excessive demands requested. With that said we have worked hard to develop a compromise in order to show good faith and have determined the following:

We have reconciled the amounts paid to Roberto through to June 30th 2011 - in accordance with the consultancy agreement. We have agreed to make a separate payment to cover the tax paid by Roberto on those payments. The amount immediately due is £1,208,742 and the reconciliation is as follows.

Reconciliation

RM's personal tax rate in Italy which is 45.1%. Set out below are the payments already made under this agreement together with the next payment (due July 6th) in respect of the quarter to June 30th 2011 and the calculated additional payment RM is therefore due to effect this gross up arrangement.

The additional amount that is payable to RM to gross these payments up is £1,208,742.

Payment Schedule:

1. Initial Payment made March 2011 for period 19/12/09 – 31/12/10 - £1,805,137

2. 2nd Payment made April 2011 for period 1/1/11 – 31/3/11 - £437,500

3. 3rd Payment due July 2011 for period 1/4/11 – 30/6/11 - £437,500

Total Payments therefore due for period 19th December 2009 – 30th June 2011 totals £2,680,137 (gross)

Additional Payment due to cover Italian Tax of 45.1% is therefore £1,208,742

In addition the amendment made to the **consultancy agreement** payments carry forward into 2011/12 which has also been agreed and the adjustment to Roberto's annual compensation will ensure that the £1.750m will be a net payment. The gross payment to achieve this will move from £1.75m to £3.2m and the necessary adjustments will be made immediately.

The 2011/12 **Manager contract** salary will increase in accordance with a performance bonus being added to the previous year fixed amount. Therefore 2011/12 base salary will rise from £2.9m to £3.4m

The guaranteed compensation total rises from **£4.6m to £6.6m** which is considered to be highly competitive within the Premier League.

Further allowances such as car, flights, housing remain the same at £168k

The current structure for compensation ensures that performance is highly rewarded and in comparison to other Premier League clubs MCFC believes this to be the most favourable proposition in English football. A top four finish guarantees at least £1.5m – (up to £4m for finishing 1st). Champions league last 16 would result in £1m (up to £3m for winning). Any additional cup winning such as FA Cup or Carling Cup providing an additional minimum of a further £1m. We expect **bonus payments** to range from £1m – £4m for 2011/12

In summary we anticipate the compensation package for season 2011/12 to be in a range of £8.5m - £10.5m. Furthermore we would be delighted to review the Manager's contract at the end of the 2011/12 season given that the current contract seems both appropriate for an ambitious club like MCFC and market leading for Premier League.

Thanking you both for your understanding and we look forward to a successful 2011/12 season.

Garry Cook

Dated [•] July 2011

AL JAZIRA SPORTS AND CULTURAL CLUB LIMITED

AND

SPARKLEGLOW HOLDINGS LTD

TERMINATION AGREEMENT

This Agreement is made on [•] July 2011

Between

- (1) Al Jazira Sports and Cultural Club Limited, whose principal office is at PO Box 2750, Abu Dhabi, United Arab Emirates (the "**Club**"); and
- (2) Sparkleglow Holdings Ltd, whose address is at Suite 308, St James Court, St Denis Street, Port-Louis, Republic of Mauritius, [REDACTED], represented by Mr Denis Sek Sum of Fitco (Directors) Ltd, whose address is at Suite 308, St James Court, St Denis Street, Port-Louis, Republic of Mauritius ("**Sparkleglow**").

Whereas

- (A) The parties entered into a consultancy agreement on 1 June 2010 (hereinafter referred to as the "**Consultancy Agreement**").
- (B) The Parties intend to terminate the Consultancy Agreement on and subject to the terms of this Agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. Definitions and interpretation

- 1.1 In this Agreement, the terms defined in the Consultancy Agreement shall have the same meaning herein, unless otherwise stated.
- 1.2 In this Agreement, references to "**this Agreement**" shall mean this Agreement (and any amendments thereto) and includes the Schedules, each of which shall have effect as if set out in this Agreement.

2. Termination of Consultancy Agreement

- 2.1 The parties agree to terminate the Consultancy Agreement on and with effect from 31 March 2011 (the "**Termination Date**").
- 2.2 The provisions of clause 2.1 shall operate without prejudice to any other rights and remedies the Parties may have.

3. Disputes and Governing Law

- 3.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. All disputes arising out of or in connection with this Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three

arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Geneva.

4. Third party rights

4.1 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 terms of this Agreement. This clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to the Act.

5. Counterparts

5.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least 1 (one) counterpart.

5.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

6. Further Assurance

Each Party shall do or procure the doing of all such further acts, and execute or procure the valid execution of all such documents, as may from time to time be necessary including as required by law or as reasonably requested by the other Party, in order to give full effect to this Agreement and the transaction to be effected pursuant to it.

Signed by the Parties or their duly authorised representatives on the date of this Agreement.

SIGNED by Phil Anderton
for and on behalf of
Al Jazira Sports and Cultural Club Limited

SIGNED by
Sparkleglow Holdings Limited
acting by
Fitco (Directors) Ltd
Mr Denis Sek Sum
Corporate Director

Dated July 2011

(1) AL JAZIRA SPORTS AND CULTURAL CLUB LIMITED

and

(2) ITALY INTERNATIONAL SERVICES SRL

CONSULTANCY AGREEMENT

Contents

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| 8 | General | 7 |
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This **AGREEMENT** is made on the day of July 2011

BETWEEN:

- (1) **AL JAZIRA SPORTS AND CULTURAL CLUB LIMITED**, whose address is at P.O. Box 2750, Abu Dhabi, United Arab Emirates, [REDACTED], represented by Mr Phil Anderton acting as CEO ("the **Club**"); and
- (2) **ITALY INTERNATIONAL SERVICES SRL**, whose address is at [REDACTED], Rome, Italy ("The Consultant Company").

BACKGROUND:

- (A) The Club wishes to engage the Consultant Company to procure the provision of the Services to the Club, based in Abu Dhabi, United Arab Emirates, and in return for the provision of the Services the Club shall pay to the Consultant Company the fee on the terms of this Agreement.

TERMS AGREED

1 Definitions and Interpretation

- 1.1 In this Agreement, including the Background section above, the following terms shall have the following meanings unless the context requires otherwise:

"Executives"

shall mean the directors, the employees and the advisors of the Consultant Company among which the coach Roberto Mancini;

"Commencement Date"

shall mean 1 April 2011;

"Law"

shall mean any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance, directions and/or determinations with which the Parties are bound to comply, in each case as may be amended, enacted, extended, replaced, modified, consolidated or repealed from time to time;

"Party"

shall mean the Club and the Consultant Company which together shall be referred to as the "**Parties**" in this Agreement;

"Performance Objectives"

shall mean those requirements which appear in the Job description, as set out in Schedule 1 to this Agreement;

"Services"

shall mean the following services: (i) advisory and teaching sessions related to football matters; (ii) marketing advice; (iii) advertising advice; (iv) strategic advice regarding football-

related commercial matters. All services to be rendered to the Club's staff and executives by specific sessions in Abu Dhabi, by mail, telephone and meetings in other places;

"Term"

shall have the meaning given in clause 6.1; and

"Year"

shall mean the twelve-month period from 1 January to 31 December.

1.2 In this Agreement:

1.2.1 the singular includes the plural and vice versa;

1.2.2 reference to one gender (including the neuter gender) includes all others;

1.2.3 the words "include", "including" and "includes" are used without inference of limitation;

1.2.4 working days are all days except Saturdays, Sundays and English public holidays; and

1.2.5 headings are for convenience only and do not affect construction or interpretation.

2 **Basis of Contract**

2.1 With effect from the Commencement Date, the Club appoints the Consultant Company to procure the provision of the Services to the Club or have them procured by its executives on and subject to the terms of this Agreement.

2.2 The Consultant Company is not obliged to procure and provide services exclusively for the Club.

2.3 The relationship of the Consultant Company to the Club shall be that of independent contractor. Nothing in this Agreement shall create a relationship of employer and employee, principal and agent, any mutuality of obligation or any partnership or other relationship between the Club and the Consultant Company.

2.4 Except as expressly provided by this Agreement the Consultant Company shall not pledge the Club's credit or bind or purport to bind the Club in any way howsoever.

3 **Services**

3.1 The Consultant Company shall procure the performance of the Services and have them performed by its executives with all due care, skill and ability and in accordance with best industry practices and at such times and at such places, for such periods and in such manner as the Club may reasonably require for the timely and proper performance and also in the Emirate of Abu Dhabi where the specific sessions to be rendered will not be less than 4 days per Year.

- 3.2 The Consultant Company shall procure that its executives :
- 3.2.1 use reasonable endeavours to ensure that they are available as required at all times on reasonable notice (to be provided as per clause 3.1.2) to provide such assistance and/or information as the Club may reasonably require;
 - 3.2.2 act at all times towards the Club in good faith and not let his own personal interests conflict with the duties owed to the Club under the Agreement or Law;
 - 3.2.3 not do anything or fail to do anything that brings the name of the Club into disrepute and shall use his best endeavours to promote the interests of the Club and shall not engage in any business activity that is dishonest, fraudulent or unlawful or which, in the reasonable opinion of the Club, is prejudicial to the reputation and/or interests of the Club or the Club's customers; and
 - 3.2.4 comply with all other applicable Laws.
- 3.3 The Club shall permit the Consultant Company and its Executives to access and use such of its facilities and resources as are reasonably necessary for the performance of the Services.

4 **Confidentiality**

- 4.1 No announcements shall be made by either of the Parties in relation to this Agreement or the relationship between the Parties, without the prior written consent of the other Party.
- 4.2 The Consultant Company shall use solely for the purpose of this Agreement and keep strictly confidential and not disclose to any third party (except in the proper performance of this Agreement) any confidential information obtained in connection with this Agreement.
- 4.3 Clause 4.2 shall not apply to information that is in or comes into the public domain (other than as a result of the breach of clause 4.2) or that the Consultant Company is required to disclose by Law (but then only for the purpose and to the extent required by Law).
- 4.4 For the avoidance of doubt, except for the purpose only of exercising the Consultant Company's rights and performing its obligations under this Agreement, nothing in this Agreement shall give the Consultant Company any Intellectual Property Rights owned or used by the Club. Similarly nothing in this Agreement shall give the Club any IP rights owned or used by the Consultant Company.

5 **Fees**

- 5.1 In consideration of entering into this Agreement, the Club shall pay the Consultant Company the amount of £ 1,842,312 (the "**Signing On Fee**"). The Signing On Fee is payable by the Club immediately on the date of this Agreement.
- 5.2 In consideration of procuring the performance of the Services during the Term, the Consultant Company shall be paid by the Club the sum of £7,172,127, which shall be payable in equal quarterly instalments of £796,903 in arrears on the following dates:

- 1 July 2011, 1 October 2011, 1 January 2012, 1 April 2012, 1 July 2012, 1 October 2012, 1 January 2013, 1 April 2013 and 1 July 2013.

- 5.3 The Signing On Fee and the fees referred to in clause 5.2 are exclusive of any value added tax or equivalent sales tax (if due).
- 5.4 The Signing On Fee and the fees referred to in clause 5.2 will be paid to an account nominated by the Consultant Company and will be paid without any deduction or withholding whatsoever in respect of any taxation or any other duty, levy or charge.
- 5.5 In addition to the fees in this clause 5, the Club will pay to the Consultant Company without any deduction or withholding whatsoever in respect of any taxation or any other duty, all the costs and expenses of travel from any European city where the Coach departs from to and accommodation in Abu Dhabi, in respect of each of the Coach's personal appearances at the Club in Abu Dhabi, as required under this Agreement. Such travel and accommodation shall consist of business class return flights to Abu Dhabi and five star hotel accommodation.

6 **Term and Termination**

- 6.1 This Agreement shall come into force on the Commencement Date and shall continue until 30 June 2013, unless and until it is terminated in accordance with the terms of this Agreement (the "**Term**").
- 6.2 The Club shall be entitled to terminate this Agreement immediately upon notice in writing to the Consultant Company if the Consultant Company, its executive/s(as relevant):
- 6.2.1 commits any act of gross misconduct and/or gross negligence in connection with the business or affairs of the Club;
 - 6.2.2 commits any serious and material, or a repeated breach of its obligations under this Agreement and, in the case of such repeated breaches, persists in such behaviour after receiving a formal written warning from the Club;
 - 6.2.3 any Executives performing the Services is guilty of conduct, which in the reasonable opinion of the Club, brings the Club into material disrepute or is calculated or likely to materially affect prejudicially the interests of the Club;
 - 6.2.4 an order is made or a resolution is passed for the winding-up of the Consultant Company or its Executives performing the Services commits an act of bankruptcy or compounds with his creditors generally;
 - 6.2.5 any Executives performing the Services is convicted of a criminal offence in respect of which a custodial sentence is imposed.
- 6.3 The Club shall be entitled to terminate this Agreement immediately upon written notice, at any time from 1 June to 30 June in any Year, in the event that the Club, in its discretion (such discretion to be exercised by the board of directors of the Club acting reasonably), considers that the Performance Objectives have not been met by the Consultant Company. If the Club

terminates this Agreement under this clause 6.3, the Club will pay to the Consultant Company the sum of £1,166,667 by way of liquidated damages (which the parties confirm represents a genuine pre-estimate of the Consultant Company's loss) together with the accrued portion of the fee due under clause 5.2 (but, for the avoidance of doubt, no additional portions of such fee), such payment to be made simultaneously with the termination notice.

- 6.4 On termination of this Agreement for any reason and upon payment of the fee as per clause 6.3 or 6.5 (as relevant) the Consultant Company shall immediately cease and shall procure that its Executives shall immediately cease providing the Services and shall return to the Club all of the Club's information, documentation, property, equipment and materials in his possession or control. If so requested, the Consultant Company shall procure that its Executives, on each occasion he is obliged to deliver up property or delete information pursuant to this clause, provide to the Club a signed statement confirming that he has fully complied with his obligations under this clause.
- 6.5 In the event that the Club terminates this Agreement for any reason, save for as set out in clause 6.2 or 6.3, the Club will pay to the Consultant Company the sum of £2,041,667 by way of liquidated damages (which the parties confirm represents a genuine pre-estimate of the Consultant Company's loss) together with the accrued portion of the Annual fee due, such payment to be made simultaneously with the termination notice.
- 6.6 The termination of this Agreement shall not affect the Parties' accrued rights, remedies, liabilities and obligations.

7 **Assignment and subcontracting**

None of the Parties shall be entitled to assign, transfer or otherwise sub-contract the whole or any part of this Agreement without the other Party's prior written consent.

8 **General**

- 8.1 Clause 4 (Confidentiality) shall survive the termination for any reason or expiry of this Agreement.
- 8.2 This Agreement contains all the terms agreed by the Parties in relation to its subject matter. It supersedes any prior agreements, understandings or arrangements between the Parties in relation to its subject matter and may not be varied except with the written agreement of the Parties. Each Party acknowledges that in entering into this Agreement it has not relied upon any matter not set out herein. Nothing in this clause shall, however, exclude any of the Party's liability for fraudulent misrepresentation.
- 8.3 The rights and remedies available to the Parties under this Agreement shall not limit or exclude any other right or remedies that any of the Parties may have against any of the other Parties.
- 8.4 None of the Parties shall be liable to any of the other Parties if its performance of this Agreement is prevented or delayed due to circumstances beyond its reasonable control.

- 8.5 None of the Parties' failure or delay in enforcing or relying on any right or remedy under this Agreement will prevent that Party from later enforcing or relying on that nor any other right or remedy.
- 8.6 If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that part will be deemed to have been severed from this Agreement and the remainder of this Agreement will remain in full force and effect for the duration of the unexpired term of the Agreement.
- 8.7 Any formal notice or communication given under or in relation to this Agreement shall be in writing and shall be delivered by hand or sent by first class post to the other Party at its address set out in this Agreement or to such other address as it has previously notified to the sending Party in writing and shall be deemed to have been served when actually received or, if sent by first class post and returned marked "gone away" or to the like effect, on return of such mail.
- 8.8 Nothing in this Agreement shall otherwise confer any rights or benefits upon or be enforceable by any person who is not a party to it, whether under the Contracts (Rights of the Third Parties) Act 1999 or otherwise.
- 8.9 This Agreement shall be governed by and construed in accordance with, the laws of England & Wales. All disputes arising out of or in connection with this Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of such arbitration shall be Geneva, Switzerland.

9 **Communications**

Any communication to the Club for the execution of the Consultant Company's obligations of this contract will be given via fax, telephone, email, mail, and personal meetings. The Club's contact will be: Mr. Phil Anderton, Chief Executive, at the address at the top of this Agreement.

IN WITNESS whereof this **AGREEMENT** has been **EXECUTED** as a **DEED** on the date first written above.

EXECUTED as a **DEED**)
 by **AL JAZIRA SPORTS AND CULTURAL CLUB LIMITED**)
 acting by Phil Anderton)
 CEO)
 in the presence of:

Name of Witness _____

Address of Witness _____

Signature of Witness

EXECUTED as a **DEED**
by **ITALY INTERNATIONAL**
SERVICES SRL

)
)
)

acting by
in the presence of :

Name of Witness

Address of Witness

Signature of Witness

Schedule 1

| <u>Performance Objectives</u> | | | |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| Provision | Football Consultancy | Department | Football |
| Fee | As per the contract terms | Location | Abu Dhabi |
| Reporting to | CEO | | |
| Key Tasks | <p>The Consultancy Company will provide to Al Jazira Club (AJC) the services whose key tasks shall include:</p> <ul style="list-style-type: none">• To provide consultant coaching and football management services to AJC.• To collaborate with football management staff of AJC in relation to coaching and player development strategy.• To assist in developing AJC team coaching program.• To advise on football-related matters, including:<ul style="list-style-type: none">– Scouting and recruitment– Player acquisition– Medical and sports science– Performance analysis– Player development– Facilities• To contribute to annual business strategy (local and global) and provide general strategic advice in relation to football and football-related commercial matters. | | |

Italy International Services Srl

Via Ripetta, 22 (p.zza del popolo) – Roma 00186 – Italy
N° Registro Imprese CCIAA di Roma, COD. FISCALE e P.IVA 11199481000

Invoice Date:
Dicembre 6 2011

**Al Jazira Sports and Cultural
Club Limited**
P.O. Box 2750
Abu Dhabi
United Arab Emirates

INVOICE

Invoice No : n. 2/2011

| Description | Amount GBP |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <i>Fees for Professional Services rendered w.r.t:-</i> | |
| <ul style="list-style-type: none">Consultancy Agreement with Al Jazira Sports and Cultural Limited:<ul style="list-style-type: none">- 3th quarterly instalment GBP 796,903 | 796,903 |
| Services provided as per contract signed between the parties on July 13 th 2011 | |
| Similar value Euro 682.587,26 | |
| TVA not to be applied as per art. 7-ter D.p.r. 633/72 Italian Law | |
| Total GBP | 796,903 |

Holder Account: Italy International Services Srl
Account number: [REDACTED]
IBAN: [REDACTED]
Bank: Monte dei Paschi di Siena, filiale di Roma Parioli
Swift: PASCITM1R19

From: Andrew Widdowson <Andrew.Widdowson@mcfc.co.uk>
To: [REDACTED]@mcfc.co.uk
Cc: [REDACTED]@mcfc.co.uk, Andrew Hardman
<Andrew.Hardman@mcfc.co.uk>, [REDACTED]@mcfc.co.uk
Sent: January 16, 2012 11:16:13 AM CET
Received: January 16, 2012 11:16:13 AM CET
Subject: FW: ADUG/ADTA

[REDACTED]

Can you set a payment of £1.45m to ADUG today please. Accounting wise this should net off the £1.5m received. The £50k difference should effectively be shown as equity contribution from ADUG.

Thanks

Andy

From: Simon Pearce (EAA) [mailto:Simon.Pearce@eaa.gov.ae] Sent: 15 January 2012 11:50
To: Graham Wallace
Cc: Andrew Widdowson

Subject: RE: ADUG/ADTA

.....The usual ADUG account for the 1.45M GBP.

S.

Simon Pearce Executive Director

Strategic Communications Affairs

Dir. [REDACTED]

Fax. [REDACTED]

Tel. [REDACTED]

Email.Simon.pearce@eaa.gov.ae

Web.www.eaa.gov.ae <<http://www.eaa.gov.ae/>>

Al Mamoura Building A, 9th and 10th floors, P.O. Box 44442, Abu Dhabi, United Arab Emirates

The information in this email is intended only for the person(s) or entity to whom it is addressed and may contain confidential or privileged information. If you are not the intended recipient, please notify the sender immediately, delete the original message and do not disclose the contents to any other person, use it for any purpose or store or copy the information in any medium.

Before printing, think about the environment

From: Simon Pearce (EAA)
Sent: Sunday, January 15, 2012 3:49 PM **To:** 'Graham Wallace'
Cc: Andrew Widdowson
Subject: RE: ADUG/ADTA

Graham,

Please deduct GBP 50K not 30K.

Re: Roberto's payment it will be transferred to Al Jazira tomorrow – we have not had a signature on the ground in AD for ADUG and then Al Jazira will transfer it immediately thereafter.

Simon.

Simon Pearce Executive Director

Strategic Communications Affairs

Dir.
Fax
Tel.

Email.Simon.pearce@eaa.gov.ae

Web.www.eaa.gov.ae <<http://www.eaa.gov.ae/>>

Al Mamoura Building A, 9th and 10th floors, P.O. Box 44442, Abu Dhabi, United Arab Emirates

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Before printing, think about the environment

From: Graham Wallace [mailto:Graham.Wallace@mcfc.co.uk] Sent: Friday, January 13, 2012 4:42 PM

To: Simon Pearce (EAA)

Cc: Andrew Widdowson

Subject: ADUG/ADTA

Simon,

We have received the £1.5m from ADTA and will remit the £1.470m to ADUG on Monday. Do you wish this sent to the usual ADUG bank account?

Can you also do me a favour and check with Al Jazira the status on payment of Roberto's January consulting fee (payment to his company - IIS). The amount is £ 796,903 and monies were sent from MCFC to ADUG on December 19th for onward passing to Al Jazira. Payment was due January 5th and as of today this has not been received by IIS.

Thanks,

Graham

Graham Wallace

Chief Operating Officer

Manchester City Football Club

From: [REDACTED]@cityfootball.com>
To: [REDACTED]@mcfc.co.uk>
Cc: Andrew Widdowson <Andrew.Widdowson@mcfc.co.uk>
Sent: July 9, 2012 7:27:16 PM CEST
Received: July 9, 2012 7:27:17 PM CEST
Attachments: iis-aljazira invoicen.2-2012.pdf, ATT00001.htm
Subject: FW: invoice from Italy Int. Services srl

Hi [REDACTED],

Please can you set up a payment to ADUG for the attached in BIB for approval. Thanks and regards

[REDACTED]
Finance Executive - Corporate Manchester City Football Club

t: [REDACTED]
m: [REDACTED]
e: [REDACTED] w: mcfc.co.uk
fb: facebook.com/mcfcofficial tw: twitter.com/mcfc
yt: youtube.com/mcfcofficial



From: Andrew Widdowson
Sent: 09 July 2012 16:54
To: [REDACTED]
Subject: FW: invoice from Italy Int. Services srl

As discussed.

Andrew Widdowson
Head of Finance
Manchester City Football Club

t: [REDACTED]
m: [REDACTED]
e: Andrew.Widdowson@mcfc.co.uk w: mcfc.co.uk

From: Graham Wallace
Sent: 08 July 2012 17:47
To: Andrew Widdowson
Cc: [REDACTED]
Subject: Fwd: invoice from Italy Int. Services srl

Andy

Will you please do the usual with this - remit the funds to ADUG and then email Simon Pearce, copy to [REDACTED] with the invoice and ask him to arrange onward transfer to Al Jazira so that it may make direct payment to IIS as per prior quarters. Thanks

Regards,

Graham

Begin forwarded message:

From: [REDACTED] **Date:** 21 June 2012 19:19:36 CEST

To: <Graham.Wallace@mfc.co.uk>

Subject: invoice from Italy Int. Services srl Reply-To: [REDACTED]
[REDACTED]

Dear Graham,

Please find attached the invoice from Italy International Services srl fro Al Jazira Club. Please
Let me Kwon about payment.

Kind Regards,

Silvia

Italy International Services srl Via Ripetta, 22 (p.zza del Popolo) Roma 00186



Graham Wallace
Chief Operating Officer Manchester City Football Club

From: <andrew.widdowson@mfcf.co.uk>

To: [REDACTED]; Graham Wallace
<graham.wallace@mfcf.co.uk>; Simon Pearce <simon.pearce@eaa.gov.ae>

Date: July 11, 2012, 3:04 PM

Subject: FW: invoice from Italy Int. Services srl

Attachments: iis-aljazira invoicen.2-2012.pdf; image803b84.JPG

Simon/[REDACTED],

Hope you are well. Please find attached invoice details for the latest instalment of the manager's consultancy arrangement with Al Jazira Sports & Cultural Ltd. We have sent the funds to ADUG's bank account so they should be with you in the next few days.

Can I ask that, as per previous quarter, you forward the funds onto Italy International Services' bank account – details of which are contained on the attached invoice.

Let me know if you have any questions.

Regards

Andy

Italy International Services Srl

Via Ripetta, 22 (p.zza del popolo) – Roma 00186 – Italy
N° Registro Imprese CCIAA di Roma, COD. FISCALE e P.IVA 11199481000

Invoice Date and Payment date:
June 21^h 2012

**Al Jazira Sports and Cultural
Club Limited**
P.O. Box 2750
Abu Dhabi
United Arab Emirates

INVOICE

Invoice No : n. 2/2012

| Description | Amount GBP |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <i>Fees for Professional Services rendered w.r.t:-</i> | |
| <ul style="list-style-type: none">Consultancy Agreement with Al Jazira Sports and Cultural Limited:<ul style="list-style-type: none">quarterly instalment GBP 796,903 | 796,903 |
| Services provided as per contract signed between the parties on July 13 th 2011 | |
| Similar value Euro 1.138, 67 | |
| TVA not to be applied as per art. 7-ter D.p.r. 633/72 Italian Law | |
| Total GBP | 796,903 |

Holder Account: Italy International Services Srl
Account number: [REDACTED]
IBAN: [REDACTED]
Bank: Banco San Giorgio, filiale di Genova
Swift: BPGGITGI

From: Simon Cliff <simon.cliff@cityfootball.com>
To: Simon Pearce (EAA) <Simon.Pearce@eaa.gov.ae>
Cc: Ferran Soriano [REDACTED]
Sent: October 25, 2013 8:11:40 AM CEST
Received: October 25, 2013 8:28:49 AM CEST
Subject: IIS- Al Jazira

Ok, thanks Simon.

On 24 Oct 2013, at 22:26, "Simon Pearce (EAA)" <Simon.Pearce@eaa.gov.ae> wrote:

â€¦if you are happy with the agreement please prepare two execution copies â€œ that Silvia or Roberto should sign and send them to me in AD.

From: Simon Pearce (EAA)
Sent: Friday, October 25, 2013 1:25 AM
To: 'Simon Cliff'; Ferran Soriano
Subject: RE: IIS- Al Jazira

Simon,

The respective answers to your questions are â€œ 1. Yes we are happy to help â€œ without question;
2. I will take care of Al Jazira.

Simon.

From: Simon Cliff [mailto:simon.cliff@cityfootball.com]
Sent: Thursday, October 24, 2013 8:23 PM
To: Ferran Soriano; Simon Pearce (EAA)
Subject: Fwd: IIS- Al Jazira

Ferran, Simon,

The attached and below is from Silvia re Roberto. It appears to just be tidying loose ends by having Al Jazira sign a document confirming the arrangement between Roberto and AJC was ended a while back. I have confirmed with Silvia that it is not intended that anything is paid by signing it.

Two questions:

- are we happy to help Silvia/Roberto?

- even if we are, is it realistic that Al Jazira will sign this (i.e. I am not sure what leverage we have with them these days)

Thanks

Simon

Begin forwarded message:

From: [REDACTED]
Date: 10 October 2013 20:34:59 BST

To: <Simon.Cliff@mcfc.co.uk>

Subject: IIS- Al Jazira

Reply-To: [REDACTED]

Dear Simon,
I hope you are fine.

Please find attached the draft of the compromise agreement between IIS- AL Jazira Club.
Could you send it to Al Jazira Club for me, please. I don't have the Al jazira's new contact.

I need that they will sign it for Italian Law. I think that it is good for Al Jazira, too.
Let me Know, please.

Many thanks for your collaboration. Kind regards,
Silvia

Studio Legale Fortini
Via Ripetta, 22 (p.zza del Popolo)
Roma 00186



From: Simon Cliff <simon.cliff@cityfootball.com>
To: Simon Pearce (EAA) <Simon.Pearce@eaa.gov.ae>, Ferran Soriano [REDACTED]
Sent: March 18, 2014 10:35:47 AM CET
Received: March 18, 2014 10:37:39 AM CET
Subject: doc RM

You're basically right. The underlying consultancy agreement originally ran until July 2013, but we renegotiated his MCFC salary arrangement in July 2012 and as part of that overall deal, the AJC arrangement was ended. So he stopped being paid by AJC from July 2012, which is what this compromise agreement says.

In short then, I am comfortable that it reflects the correct position and that it closes things out.

Kind regards
Simon

From: Simon Pearce (EAA) [mailto:Simon.Pearce@eaa.gov.ae] **Sent:** 18 March 2014 07:14
To: Simon Cliff; Ferran Soriano
Subject: RE: doc RM

Am I right in saying that they appear to be waiving their rights to monies that they previously claimed in order to "tidy things up"?

I don't think there is any need to share with Ali as long as you are comfortable that this document closes out appropriately the agreement that was previously in place?

Let me know?

S.

From: Simon Cliff [mailto:simon.cliff@cityfootball.com] **Sent:** Tuesday, March 18, 2014 7:06 AM
To: Ferran Soriano; Simon Pearce (EAA)
Subject: RE: doc RM

Ferran, Simon,

Attached is the document. It is a curious document in that it backdates to 2012 and seems to be trying to show that the agreement between Al Jazira and Roberto's company (Italy International Services) was terminated back then. I asked Silvia when she sent it to me to confirm that AJC was not required to pay anything further and she confirmed that.

Simon – it might be worth Ali and me discussing when he has had chance to read it.

Kind regards

Simon

Simon Cliff
General Counsel
City Football Group



E: simon.cliff@cityfootball.com

[REDACTED]

City Football Group Limited, registered in England No. 8355862 and City Football Marketing Limited, registered in England No. 8359835, each with registered office at 14th Floor, 10 Brock Street, Regents Place, London NW1 3FG. Manchester City Football Club Limited registered in England No. 40946 and City Football Services Limited, registered in England No. 8359817, each with registered office at Etihad Stadium, Etihad Campus, Manchester M11 3FF. This e-mail and any attachments may be confidential and/or legally privileged information. If you are not the intended recipient, you must not use, copy, print or distribute this e-mail or attachments. If you have received it in error please notify the sender immediately and delete all copies of the message and any attachments. The view of the author may not necessarily reflect those of the companies. The companies make no representation or warranty as to the absence of viruses in this e-mail or any attachments.

From: Ferran Soriano
Sent: 17 March 2014 14:29
To: Simon Cliff; Simon Pearce (EAA) **Subject:** doc RM
Importance: High

Simon,

I had the meeting with [REDACTED] this morning
Please do not forget to send the related document to Simon Pierce

Thanks

F

Ferran Soriano
Chief Executive Officer City Football Group

E: [REDACTED]

Dated

_____ 2014

(1) AL JAZIRA SPORTS AND CULTURAL CLUB

(2) Italy International Services srl

SETTLEMENT AGREEMENT



This AGREEMENT is made on _____ 2014

BETWEEN:

- (1) AL JAZIRA SPORTS AND CULTURAL CLUB (AL JAZIRA) , whose address is at P.O. Box 2750, Abu Dhabi, United Arab Emirates, (the "Club"); and
- (2) ITALY INTERNATIONAL SERVICES SRL (IIS), whose address is at Rome, [REDACTED] (00186), Italy (the "Consultant").

(Collectively shall be referred to as "the Parties", and solely shall be referred to as "the Party")

PREAMBLE

- (A) The Parties had entered into a consultancy agreement dated 13th of July 2011 ("the consultancy agreement"), where it was agreed that the consultant will provide services to the Club to be performed as per the standards and quality agreed and procure that his staff shall perform the Services with all due care, skill and ability and in accordance with best industry practices in such manner as the Club may reasonably require in the Emirate of Abu Dhabi for a minimum duration of four (4) days per Year
- (B) The Club was not satisfied with the consultant's services and reports which did not live up to the standards and quality as per the agreement, and the Club was not satisfied with the consultant's personnel.
- (C) The Parties held a meeting in Dubai on the 25th of May, 2012 in order to discuss the defects in the consultant's services and execution of the agreement, and eventually the meeting was resolved to terminate the signed consultancy agreement.
- (D) The Parties held a second meeting on 15th of June, 2012 and it was resolved that the agreement shall be mutually terminated and accordingly the Club has paid the last outstanding quarterly invoice to the consultant, being the invoice in respect of the payment due on 1 July 2012 amounting GBP 796,903/- (Seven Hundred Ninety Six Thousand and Nine Hundred and Three Pounds Sterling Only), which the Consultant acknowledge that has already been paid by the Club on _____.
- (E) The parties agreed of stipulate a settlement agreement for the termination of the signed consultancy agreement.

TERMS AGREED

Clause 1

PREAMBLE:

The above mentioned preamble shall form an integral part of this agreement and shall be construed with it.

Clause 2

TERMINATION

Upon signing this settlement agreement, the Parties agree to terminate the signed consultancy agreement and consider it null and void with effect from 1 July 2012. The parties acknowledge that there are no further outstanding amounts payable by the Club to the Consultant and by signing this agreement there shall be no financial liability on the Club whatsoever for any obligation relating to the consultancy agreement, and the consultant acknowledges and confirms that it has received all its payable amounts in full and final from the Club and is hereby releasing the Club from any obligations in current or future. This settlement agreement shall be construed as a termination to the consultancy agreement signed on 13th of July 2011.



Clause 3

FULL AND FINAL WAIVER

Upon signing this settlement agreement between the parties, the Consultant hereby undertake to waive and release the Club, and its constituent partners, shareholders and/ or any direct or indirect equity owners of the Club and all officers, directors, employees, agents and representatives, and affiliates with respect to any and all claims, demands, rights, privileges, benefits, dues and liabilities with regard to the consultancy Agreement dated 13th of July 2011, and its amendments if any.

The consultant further acknowledge and confirm that by signing this settlement agreement that it has received all its dues with respect to the consultancy Agreement, its amendments and all the related documents and do not have any claims, demands, rights and dues of any nature whatsoever whether present or in the future and henceforth the consultancy agreement, its amendments and all the related documents shall be null and void.

Clause 4

CONFIDENTIALITY

3.1 No public announcements shall be made by any Party in relation to the Agreement or this compromise agreement, without the prior written consent of the other Party.

3.2 The Parties shall use solely for the purpose of this Agreement and keep strictly confidential and not disclose to any third party any information obtained in connection with this compromise agreement unless:

- It becomes part of the public domain.
- Is required to be disclosed under applicable laws, governmental department, or advocates.

Clause 5

DISPUTE RESOLUTION AND GOVERNING LAW

Any dispute relating to the interpretation or breach of this compromise agreement shall be presented to the Court Of Abu Dhabi

This compromise agreement shall be governed and construed in accordance with the applicable laws of Abu Dhabi- UAE.

EXECUTED as a DEED

by AL JAZIRA SPORTS AND CULTURAL CLUB

acting by

CEO



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EXECUTED as a DEED

by Italy International Services srl

acting by

Director

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