

DATED 24 AUGUST . 2010

TRANMERE ROVERS FOOTBALL CLUB LIMITED

and

WIRRAL BOROUGH COUNCIL

SPONSORSHIP AGREEMENT

Bill Norman
Director of Law, HR and Asset Management
Wirral Borough Council
Town Hall
Brighton Street
Wallasey
Wirral
CH44 8ED

TRANMERE\SPONSORSHIP AGREEMENT

THIS AGREEMENT is made the 24 day of August Two thousand and ten BETWEEN TRANMERE ROVERS FOOTBALL CLUB LIMITED whose registered office is situated at Prenton Park Prenton Birkenhead Wirral in the County of Merseyside (hereinafter called "the Club") of the one part and WIRRAL BOROUGH COUNCIL of Town Hall Brighton Street Wallasey Wirral in the aforesaid County (hereinafter called "the Council") of the other part

WHEREAS

- (1) The Club maintains a football team known as Tranmere Rovers for the purposes of playing association football within the Football League currently known as the Nationwide League
- (2) The Council is the Metropolitan District Council for the Borough of Wirral and is desirous of gaining publicity for the district of Wirral pursuant to Section 144 of the Local Government Act 1972
- (3) The Council is desirous of entering into a Sponsorship Agreement with the Club in order to promote and publicise Wirral and its facilities outside the Borough and to promote Council services campaigns and initiatives to residents and businesses in Wirral

NOW THIS AGREEMENT WITNESSETH as follows:-

1. WHILST this Agreement remains in effect the Club will grant to the Council sole and exclusive rights to sponsor the Club by the display of its name logo and other advertising material or as otherwise specified in the various ways and in the manner set out in the Schedule hereto and the Council shall enjoy the other rights therein specified
2. THE preparation and cost of advertising material except stationery shall be at the cost of the Council who will provide necessary material by

deadlines previously notified by the Club whereupon the Club shall promptly ensure that such advertising material is displayed in conformity with the specification given in the Schedule hereto

3. (a) THE Council shall pay to the Club in consideration of the benefits enjoyed under this Agreement the annual sum of One hundred and nineteen thousand eight hundred and fifty one pounds (£119,851) (hereinafter called "the Annual Sponsorship Sum") payable on receipt of a valid VAT invoice in equal half yearly instalments in advance on the First day of August and the First day of April but subject to the provisions of Clause 3(b) (c) and (e)
- (b) If the Club is relegated to League 2 of the Football League the Annual Sponsorship Sum shall be reduced to One hundred and one thousand and three hundred pounds (£101,300) (plus any readjustment pursuant to clause 3(e)) with effect from the First day of July of the year of the Agreement which includes the first Season of the Club's relegation
- (c) If the Club is promoted to The Championship of the Football League, the Annual Sponsorship Sum shall be increased to a sum to be determined between the Club and the Council which shall not be less than One hundred and thirty five thousand pounds (£135,000) If the Club and the Council cannot agree the amount of the increase in the Annual Sponsorship Sum within five working days of the Club's achievement of promotion, the Club may terminate the Agreement on the Thirtieth day of June in the year in which promotion is achieved without penalty. If the amount of the increase is agreed it shall take

effect from the First day of July of the year of the Agreement which includes the first season of the Club's promotion

- (d) If the Agreement is terminated by the Council prematurely in accordance with Clause 4(b) or (c) or by the Club in accordance with Clause 4(d) the Club shall only be entitled to a proportion of the Annual Sponsorship Sum equal to the proportion which the duration of the Agreement (measured in days) bears to the number of days between 1 July and 30 June in any year and the Club shall repay on demand to the Council any overpayment which it has received by virtue of it receiving instalments in advance under Clause 3(a)
- (e) The Annual Sponsorship Sum shall be adjusted (after the first year of the Agreement) each year in July to reflect the movements in the Retail Price Index (upwards or downwards) from July to June in the preceding year of the Agreement such adjustment to be certified by the Council's Director of Finance whose certificate shall be conclusive save in the case of manifest error. This Clause 3(e) shall only take effect if the Agreement is extended beyond 30 June 2011 by mutual consent
- (f) The Club may advertise its fixtures facilities and special promotions in facilities owned or occupied by the Council and which are managed by its Director of Children's Services
- (g) The Council will include the Club's leaflets in the following mailings to householders and companies resident in the Wirral
 - (i) Accommodation Guides and the Wirral main Tourism Guide
 - (ii) Distribution to providers of accommodation and public attractions in the Wirral

- (iii) Any other mailing at the discretion of the Council
 - (h) The Club shall be allocated an annual back page free advertisement in the Council's internal newsletter
 - (i) The contents of any of the Club's publicity material which is advertised by the Council pursuant to subparagraphs (f) (g) and (h) above shall be subject to the Council's prior approval (such approval not to be unreasonably withheld).
4. (a) THIS Agreement shall run from the 1st day of July Two thousand and ten (hereinafter called "the commencement date") until the Thirtieth day of June Two thousand and eleven unless terminated earlier by either party pursuant to this Agreement or extended by written agreement of both parties .
- (b) Either party shall be entitled to terminate this Agreement in the event of non-compliance by the other party with any material term of this Agreement but where the breach is capable of remedy only if such non-compliance is not rectified by the party in breach within fourteen days of its receipt of a written notice specifying its default and requiring it to remedy the same. Any such termination shall be without prejudice to any other right arising from such non-compliance.
 - (c) The Council shall be entitled to terminate this Agreement on the giving of not less than one months written notice to the Club in the following circumstances
 - (i) if the Club (through its employees or Directors) has conducted itself in a manner, which in the reasonable opinion of the

Council, has significantly lowered its reputation in the estimation of right thinking persons

- (ii) on the Club ceasing to play football in the Football League for whatever reason
 - (iii) if the Club shall go into liquidation either voluntarily or compulsorily (other than a voluntary liquidation for the purposes of amalgamation or reconstruction)
 - (iv) if there is a change in ownership or control of the Club which adversely affects its reputation
- (d) The Club shall be entitled to terminate this Agreement on an anniversary of its commencement date by giving the Council not less than two months notice in writing if it has received a genuine commercial offer of club sponsorship from another party whereupon it shall inform the Council immediately in writing disclosing in full the relevant financial terms of the offer. The Council shall have a sole and exclusive option for a period of 28 days from the receipt of notice from the Club to make an equivalent offer to the Club which the Club shall thereupon be obliged to accept on the same terms as herein contained as to payment under Clause 3(a) the revised sum being deemed to be inserted. The period of 28 days referred to above shall be included in the 2 months notice period provided disclosure of the offer as aforesaid accompanies the notice of termination. For the avoidance of doubt the provisions of this clause only apply to termination by the Club prior to the expiry of the Agreement on 30 June 2011

5. IT shall be the duty of the Club to inform the Council promptly in writing of any changes in regulations affecting advertisements or sponsorship imposed by the Football Association or the Football League and in the event that the right to permit shirt sponsorship or other sponsorship is withdrawn this Agreement should be considered terminated with immediate effect
6. THE Council's contact for the purposes of the provision of advertising material and the giving of notices under this Agreement shall be the Council's Deputy Chief Executive and notices shall be served upon the Club by being addressed to the Chairman at the Club's registered office
7. THE Council shall at any reasonable time be entitled to inspect any of the items referred to in the Schedule hereto to enable it to satisfy itself that this Agreement is being complied with by the Club
8. THE contents of this Agreement may be disclosed by the Council pursuant to any request received under the Freedom of Information Act 2000 or as required by law without the prior consent of the Club. If reasonably practicable the Council shall consult the Club before any such disclosure is made.

THE SCHEDULE

Items to be sponsored by the Council and to bear its advertisements

1. Shirt Sponsorship
 - (a) all first reserve and youth teams football shirts at the playing of all football matches both at home and away together with all players tracksuits and training strip

- (b) advertisements on football shirts shall comply with the regulations from time to time laid down by either the Football Association or the Football League
- (c) all tracksuits including those of coaching staff shall bear the Council's advertisement
- (d) it is acknowledged by the parties that the Club's obligations as set out above may not be reasonably practicable to perform in relation to certain waterproof materials

2. Advertisements

- (a) insofar as may be possible any coaches used by the first or second teams to get to the venue of matches shall carry the Council's printed advertisement in equal prominence to the notice identifying the Club; any coaches or other vehicles used in any parade following success in a match or competition shall likewise bear Council advertising; if the Club shall acquire or have allocated to it a coach for its exclusive use that coach will so far as is practicable carry the Council's advertisements on both sides and on the rear
- (b) Stadium advertising - Prenton Park
 - (i) 2 no. pitch perimeter boards in positions within the televised arc of Prenton Park (i.e. in front of the three televised stands) to be agreed between the parties (each acting reasonably)
 - (ii) 1 no. hoarding on the outside of Prenton Park in positions to be nominated from time to time by the Council. The board is to be of a minimum dimension as agreed by the parties

- (iii) an acknowledgement of the Council's sponsorship in text is required by the Council upon the Club's electronic scoreboard main name board and fixture board on the outside of Prenton Park
- (c) Publications
 - (i) all Football League and competition match day programmes for home matches shall include one full page advertisement for the Council using text and designs from time to time submitted and amended by the Council in line with reasonable pre-printing deadlines; the Council's name and logo will also be inserted on the front of the programme
 - (ii) Club publicity material and press releases of whatever nature be it in written form or printed form shall where reasonably practicable bear the Council's advertisement and acknowledgement of the Council's sponsorship in such manner as the Council shall indicate at the commencement of the Agreement
 - (iii) all stationery of the Club shall be overprinted with the Council's logo and name
 - (iv) the Club's internet website shall bear the Council's logo on its home page and also contain a link to the Council's website. The Council's website, the www.visitwirral.com website and the InvestWirral.com website shall bear the Club's logo on its home page. Details of fixtures for the relevant season shall appear elsewhere on these websites and contain a link to the Club's

website, but the Club shall be responsible for the continuing accuracy of the details of its fixtures and shall indemnify the Council against any costs or liability incurred to a third party as a consequence of any such inaccuracy unless attributable to the Council's negligence.

(d) Promotions

(i) (without creating any binding obligation) the Council shall be entitled to call upon players from the Club to attend promotional events or other functions arranged by the Council

(ii) subject to availability and reasonable prior notice the Council shall be entitled to use the Club's conference facilities in connection with promotions free of charge on not less than four occasions during each year (or part year) of the Contract

(e) Tickets

the Council will be provided with 7 tickets for the Director's Box/Dixie Dean Suite for home league matches, cup matches and/or international fixtures in which a Club team is participating

(f) Photographs

All photographs of any Club players or teams in playing kit for promotional or record or other purposes shall be in the shirts and tracksuits bearing the Council's advertising

(g) Game Sponsorship

The Council shall be entitled at no extra charge to be the main sponsor of two home games per season and to use the Media Suite at a further 2 home games per season. The Club shall give 7 days advance notice

to the Council of the date and time it will deliver the relevant season's fixture list to the Council. The first choice of the games which the Council will sponsor as aforesaid shall be determined by the Council and notified to the Club not later than one working day after the Council's receipt of the Club's fixture list.

- (h) The Council shall be entitled at no extra charge to a maximum of 50 match day tickets each season for the Directors' Box/Dixie Dean Suite to be allocated by the Council as part of a Citizen/Employee Reward Scheme. A maximum of three tickets will be provided by the Club for each home league game (excluding play offs and all ticket games) subject to the Club's normal terms and conditions

Additional Benefits for the Council

1. The Club shall use its best endeavours to agree with the Council a programme to publicise the Wirral and its facilities to persons or corporate bodies resident outside the Council's boundaries.
2. The Club shall in particular encourage and promote tourism and inward investment to the Wirral.
3. The Club shall use its best endeavours to agree with the Council a programme to co-operate on projects aimed at promoting social inclusion.
4. The Club shall use its best endeavours to agree with the Council's a programme to co-operate on projects promoting education and healthy living across Wirral for example by visiting schools in Wirral to discuss with pupils the Club and its activities

5. The Club shall use its best endeavours to agree with the Council a programme to participate in projects for improving the health and fitness of children in the care of the Council.
6. For the avoidance of doubt the Club shall not charge third parties (including schools maintained by the Council) for any visits or activities during normal school hours. The Council shall be entitled to deduct from the Annual Sponsorship Sum any payments received by the Club in contravention of this Clause or shall have the right to recover the said payments as a debt.

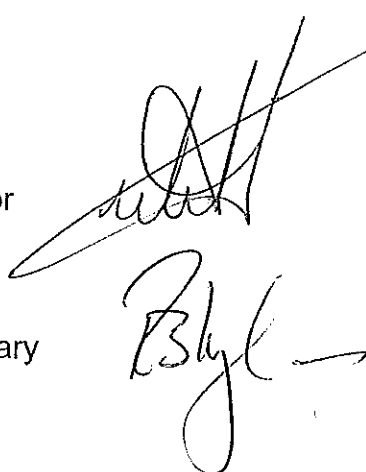
IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of
TRANMERE ROVERS FOOTBALL
CLUB LIMITED was hereunto

affixed in the presence of:-

Director

Secretary

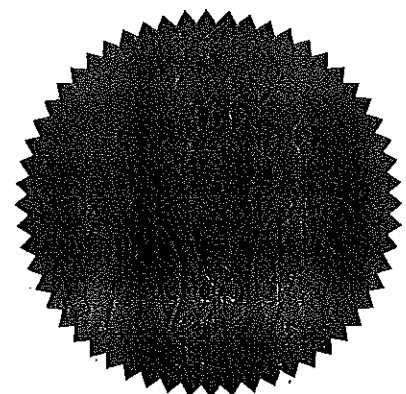
Handwritten signatures in black ink. The top signature is for the Director and the bottom one is for the Secretary.

THE COMMON SEAL of
WIRRAL BOROUGH COUNCIL

was hereunto affixed

in the presence of:-

Authorised Officer

Handwritten signature in black ink for the Authorised Officer.

NUMBER IN SEAL BOOK: 43596