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**FOR IMMEDIATE RELEASE**

2 October 2009

**RECOMMENDED CASH OFFER FOR THE ACQUISITION**

**BY**

**PATRON SPORTS LEISURE SARL  
(A COMPANY INDIRECTLY OWNED BY PATRON CAPITAL L.P. III)**

**OF**

**POWERLEAGUE GROUP PLC**

**TO BE EFFECTED BY MEANS OF A SCHEME OF ARRANGEMENT UNDER  
PART 26 OF THE COMPANIES ACT 2006**

**Summary**

The board of Patron Sports Leisure and the Independent Directors of Powerleague are pleased to announce that they have reached agreement on the terms of a recommended cash offer for the acquisition of the entire issued and to be issued share capital of Powerleague (other than the Powerleague Shares already held by Patron Sports Leisure and the Management Team Exchange Shares), to be effected by means of a scheme of arrangement between Powerleague and its shareholders pursuant to the provisions of Part 26 of the Act.

The Acquisition values the entire existing issued share capital of Powerleague at approximately £42.5 million and values each Powerleague Share at 52 pence in cash.

The Acquisition, at a price of 52 pence per Scheme Share, represents a premium of approximately:

- 40.5 per cent. to the Closing Price of 37 pence on 7 April 2009, being the last business day prior to the date of the commencement of the Offer Period;
- 16.9 per cent. to the Closing Price of 44.5 pence on 1 October 2009, being the last business day prior to the date of this announcement; and
- 68.6 per cent. to the average Closing Price of 30.85 pence for the six months ended 7 April 2009, being the last business day prior to the date of the commencement of the Offer Period.

Due to the significant deterioration in the economy, combined with market illiquidity, Patron Sports Leisure believes that Powerleague's growth prospects are best served away from the constraints of the public market where it can access a wider range of funding options to finance its growth than are currently available to Powerleague as a public company. In addition, the current debt markets are very constrained, thus limiting the growth prospects of the Powerleague Group further. Patron Sports Leisure believes that, under private ownership, and with the continued support of Patron, Powerleague will be better positioned to convert its pipeline of potential sites and achieve its full potential.

In light of the above mentioned premia and such other factors as the Independent Directors considered relevant, they believe that the terms of the Acquisition are fair and reasonable (having been so advised by Ernst & Young), take proper account of Powerleague's position within its market and its future prospects,

represent an excellent opportunity for Powerleague Shareholders to realise an attractive valuation in cash for their Powerleague Shares and should be recommended to Powerleague Shareholders.

Patron Sports Leisure is a company that is indirectly wholly owned by Patron. It currently holds 23,727,800 Powerleague Shares representing 29.0 per cent. of the existing issued share capital of Powerleague. Following the Scheme becoming Effective, Patron Sports Leisure will be jointly owned indirectly by Patron and directly by the members of the Management Team.

Financing for the Proposals will be provided by approximately £29 million of equity funding from Patron and £1.2 million from the Management Team in respect of their Powerleague Shares exchanged for B Shares in Patron Sports Leisure. No third party debt will be used in this regard.

Repayment of Powerleague's existing third party borrowing facilities will be provided by £36 million of senior debt facilities and a revolving credit facility of £2 million which are being arranged and underwritten by HSBC Bank plc and Lloyds Banking Group.

Following the Scheme becoming Effective, under the Management Arrangements, Sean Tracey and Sheena Beckwith will exchange 2,307,693 Powerleague Shares currently held by them for B Shares in Patron Sports Leisure. Following completion of these arrangements, Sean Tracey and Sheena Beckwith will hold approximately 2.59 per cent. and 0.24 per cent. of the issued share capital of Patron Sports Leisure respectively. The B Shares in Patron Sports Leisure issued to the Management Team will rank *pari passu* with the A Shares indirectly held by Patron in Patron Sports Leisure, subject only to an internal rate of return on investment equalisation that will provide that holders of A Shares and B Shares achieve the same IRR on their respective investments in the event of a realisation of their investment in Patron Sports Leisure.

Ernst & Young considers the terms of the Management Arrangements to be fair and reasonable so far as the Independent Shareholders are concerned.

The Management Team will continue to be employed by Powerleague once the Scheme becomes Effective.

Following the Acquisition becoming Effective, Patron Sports Leisure intends to put in place appropriate bonus arrangements for the senior management and other senior employees of the Company. These arrangements will replace the more informal arrangements that are currently in place.

It is likely that Patron Sports Leisure will put in place further incentivisation scheme(s) at a later date following the Acquisition becoming Effective. Patron Sports Leisure envisages that the incentivisation under these scheme(s) would allow the Management Team and other senior employees to participate in an element of the profit on any future sale of the Powerleague business, subject to Patron achieving a minimum IRR on its investment in the Company. The commercial terms of such arrangements (including the nature of the scheme, performance criteria and awards) are yet to be agreed.

Patron Sports Leisure has received from the Independent Directors and certain of their connected persons, irrevocable undertakings to, amongst other things, vote (or procure the vote) in favour of the Scheme at the Court Meeting and the Resolutions at the General Meeting in respect of, in aggregate, 5,137,686 Powerleague Shares, representing approximately 6.3 per cent. of Powerleague's existing issued share capital. The undertakings given by the Independent Directors will remain binding even if a higher competing offer for Powerleague is made. They will cease to be binding if the Acquisition lapses or is withdrawn.

Patron Sports Leisure has received from the Management Team and certain of their connected persons, irrevocable undertakings to, amongst other things, vote (or procure the vote) in favour of the Special Resolution at the General Meeting in respect of, in aggregate, 3,734,759 Powerleague Shares, representing approximately 4.6 per cent. of Powerleague's existing issued share capital. Patron Sports Leisure has received from Paul Orchard-Lisle an irrevocable undertaking to, amongst other things, vote (or procure the vote) in favour of the Special Resolution at the General Meeting in respect of, in aggregate, 85,000 Powerleague Shares, representing approximately 0.1 per cent. of Powerleague's existing issued share

capital. The undertakings referred to in this paragraph will remain binding even if a higher competing offer for Powerleague is made. They will cease to be binding if the Acquisition lapses or is withdrawn.

Further details of these irrevocable undertakings are set out in Appendix III to this announcement.

The Scheme will be subject, inter alia, to the satisfaction (or waiver) of the conditions set out in Appendix I and in the Scheme Document. Further details of the Scheme process will be set out in the Scheme Document.

Commenting on the Acquisition, Keith M. Breslauer, Managing Director of Patron Capital Limited (investment advisor to Patron), said:

“Given the market conditions and the associated constraints placed on Powerleague’s ability to grow, we firmly believe that the company’s future is best suited away from the public markets. Our offer of 52p a share represents for shareholders a significant premium to the average share price over the 6 months prior to the commencement of the Offer Period. In addition it is a cash offer fully financed through Patron equity capital, with third party debt only refinancing the existing debt facilities. As a private company and with the financial and strategic backing of Patron, the strong management team will be able to achieve Powerleague’s growth potential”

Commenting on the Acquisition, Claude Littner, Executive Chairman of Powerleague, said:

“The Independent Directors are pleased to recommend Patron Sports Leisure’s acquisition of Powerleague. The Acquisition provides Powerleague Shareholders with the opportunity to realise a significant cash premium of 40.5 per cent. to the Closing Price of a Powerleague Share on 7 April 2009, being the business day before the announcement by Patron Sports Leisure and the commencement of the Offer Period.”

#### **Further Information**

This summary should be read in conjunction with, and is subject to, the full text of the attached announcement and the Appendices. The Proposals will be subject to the conditions and further terms set out in Appendix I. The bases of calculation and sources of information contained in this summary and in the attached announcement are set out in Appendix II. Details of irrecoverable undertakings are set out in Appendix III. Certain definitions and terms used in this summary and in the attached announcement are defined in Appendix IV.

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*Terms used in this summary shall have the meaning given to them in the full announcement.*

*All times referred to are London times unless otherwise stated.*

*This announcement is not intended to, and does not constitute or form part of, any offer to sell or an invitation to purchase or subscribe for any securities pursuant to the Proposals or otherwise or the solicitation of any vote or approval in any jurisdiction. Powerleague Shareholders are advised to read carefully the formal documentation in relation to the Proposals once it has been despatched.*

*The availability of the Proposals to persons not resident in the UK may be affected by the laws of the relevant jurisdiction. Any persons who are subject to the laws of any jurisdiction other than the UK should inform themselves about and observe any applicable requirements.*

*Copies of this announcement are not being, and must not be, directly or indirectly mailed or otherwise forwarded, distributed or sent in or into any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving this announcement (including custodians, nominees and trustees) must not mail or forward, distribute or otherwise send it in, or into or from any such jurisdiction. Further details in relation to overseas Powerleague Shareholders will be contained in the Scheme Document.*

*This announcement has been prepared in accordance with English law and the Code and information disclosed may not be the same as that which would have been prepared in accordance with the laws and regulations of jurisdictions outside England. The Scheme will be subject to the applicable rules and regulations of the Financial Services Authority, the London Stock Exchange and the Code.*

*Patron Sports Leisure may purchase Powerleague Shares otherwise than under the Proposals, such as in the open market or through privately negotiated purchases. Such purchases may be made either directly or through a broker and such purchases shall comply with the applicable laws of the UK, as well as the rules of the London Stock Exchange and the Code. Information about such purchases will be made available through a Regulatory Information Service.*

*The summary of the principal provisions of the Scheme contained in this announcement is qualified entirely by reference to the Scheme itself, the full text of which will be set out in the Scheme Document that will be sent to Powerleague Shareholders as soon as practicable and, in any event, within 28 days of this announcement unless otherwise agreed with the Panel. Each Powerleague Shareholder is advised to read and consider carefully the text of the Scheme itself.*

*Powerleague Shareholders should not construe the contents of this announcement as legal, tax or financial advice and should consult with their own advisers as to the matters described in this announcement.*

*Altium Capital Limited, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting exclusively as financial adviser to Patron Sports Leisure and no one else in connection with the Proposals and will not be responsible to anyone other than Patron Sports Leisure for providing the protections afforded to clients of Altium Capital Limited or for providing advice in relation to the Proposals or in relation to the contents of this announcement or other matters referred to herein.*

*Ernst & Young LLP, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting exclusively as financial adviser to Powerleague and no one else in connection with the Proposals and will not be responsible to anyone other than Powerleague for providing the protections afforded to clients of Ernst & Young LLP or for providing advice in relation to the Proposals or in relation to the contents of this announcement or other matters referred to herein.*

#### **Forward-Looking Statements**

*This announcement, including information included or incorporated by reference in this announcement, may contain “forward-looking statements” concerning Patron Sports Leisure and the Powerleague Group. Generally, the words “will”, “may”, “should”, “continue”, “believes”, “expects”, “intends”, “anticipates” or similar expressions identify forward-looking statements. The forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied in the forward-looking statements. Many of these risks and uncertainties relate to factors that are beyond the companies' abilities to control or estimate precisely, such as future market conditions and the behaviour of other market participants, and therefore undue reliance should not be placed on such statements. Neither Patron Sports Leisure nor the Powerleague Group intends or assumes any obligation to revise or update these forward-looking statements, regardless of whether that statement is affected as a result of new information, future events or otherwise, other than as required by law.*

#### **Dealing Disclosure Requirements**

*Under the provisions of Rule 8.3 of the Code, if any person is, or becomes, “interested” (directly or indirectly) in one per cent. or more of any class of “relevant securities” of Powerleague, all “dealings” in any “relevant securities” of Powerleague (including by means of an option in respect of, or a derivative referenced to, any such “relevant securities”) must be publicly disclosed by no later than 3.30 pm (London time) on the London business day following the date of the relevant transaction. This requirement will continue until the date on which the Scheme becomes effective or lapses or is otherwise withdrawn or on which the “offer period” otherwise ends. If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire an “interest” in “relevant securities” of Powerleague, they will be deemed to be a single person for the purpose of Rule 8.3.*

*Under the provisions of Rule 8.1 of the Code, all “dealings” in “relevant securities” of Powerleague, by Patron Sports Leisure or Patron Capital, or by any of their respective “associates”, must be disclosed by no later than 12.00 noon (London time) on the London business day following the date of the relevant transaction.*

*A disclosure table, giving details of the companies in whose “relevant securities” “dealings” should be disclosed, and the number of securities in issue, can be found on the Takeover Panel's website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk).*

*“Interests in securities” arise, in summary, when a person has long economic exposure, whether conditional or absolute, to changes in the price of securities. In particular, a person will be treated as having an “interest” by virtue of the ownership or control of securities, or by virtue of any option in respect of or derivative referenced to, securities.*

*Terms in quotation marks within this section are defined in the Code, which can also be found on the Panel's website. If you are in any doubt as to whether or not you are required to disclose a “dealing” under Rule 8, you should consult the Panel.*

*Appendix I sets out the conditions to implementation of the Proposals and the Scheme.*

*Appendix II sets out the bases and sources of information from which the financial calculations used in this announcement have been derived.*

*Appendix III sets out details of irrecoverable undertakings.*

*Appendix IV contains the definitions of terms used in this announcement.*

***Publication on the Patron Capital and Powerleague websites***

*A copy of this announcement is and will be available for inspection free of charge, subject to certain restrictions relating to persons resident in restricted jurisdictions, on Patron Capital's website at [www.patroncapital.com/portfolio/patronsportsleisure.htm](http://www.patroncapital.com/portfolio/patronsportsleisure.htm) and Powerleague's website at [www.powerleague.co.uk](http://www.powerleague.co.uk).*

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2 October 2009

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**OF**

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**TO BE EFFECTED BY MEANS OF A SCHEME OF ARRANGEMENT UNDER  
PART 26 OF THE COMPANIES ACT 2006**

**1. Introduction**

On 8 April 2009, Patron Sports Leisure announced that it was considering its options in relation to its 29.0 per cent. shareholding in Powerleague which included, among other possibilities, making an offer for the remaining shares in Powerleague it did not already own.

The board of Patron Sports Leisure and the Independent Directors of Powerleague today announce that they have reached agreement on the terms of a recommended cash offer for the acquisition of the entire issued and to be issued share capital of Powerleague (other than the Powerleague Shares already held by Patron Sports Leisure and the Management Team Exchange Shares), to be effected by means of a scheme of arrangement between Powerleague and its shareholders pursuant to the provisions of Part 26 of the Act.

The Acquisition values the entire existing issued share capital of Powerleague at approximately £42.5 million and values each Powerleague Share at 52 pence in cash.

Sean Tracey, Sheena Beckwith, Keith Breslauer and Paul Orchard-Lisle are currently directors of Powerleague. Keith Breslauer is Managing Director of Patron Capital Limited, the investment adviser to Patron. Paul Orchard-Lisle is a senior adviser to Patron. Sean Tracey and Sheena Beckwith form the Management Team, participating in the Management Arrangements. In view of the current and prospective conflicts of interest for each of these directors in connection with the Acquisition, a committee of the board of Powerleague comprising the Independent Directors was formed to evaluate the terms of the Acquisition. Accordingly, none of Keith Breslauer, Paul Orchard-Lisle, Sean Tracey or Sheena Beckwith have taken part in the Independent Directors' decision to recommend the Acquisition.

Patron Sports Leisure is a company that is indirectly wholly owned by Patron. It currently holds 23,727,800 Powerleague Shares representing 29.0 per cent. of the issued share capital of Powerleague. Following the Scheme becoming Effective, Patron Sports Leisure will be jointly owned indirectly by Patron and directly by the members of the Management Team, further details of which are provided below.

## **2. Summary of the Proposals**

### **2.1 The Acquisition**

Under the terms of the Scheme, which will be subject to the Conditions and further terms set out in Appendix I and any further terms to be set out in the Scheme Document, Scheme Shareholders on the register of members of Powerleague at the Scheme Record Time will be entitled to receive:

**for each Scheme Share                      52 pence in cash**

The Acquisition, at a price of 52 pence per Scheme Share, represents a premium of approximately:

- 40.5 per cent. to the Closing Price of 37 pence on 7 April 2009, being the last business day prior to the date of the commencement of the Offer Period; and
- 16.9 per cent. to the Closing Price of 44.5 pence on 1 October 2009, being the last business day prior to the date of this announcement; and
- 68.6 per cent. to the average Closing Price of 30.85 pence for the six months ended 7 April 2009, being the last business day prior to the date of the commencement of the Offer Period.

Other than in relation to the Management Arrangements, the Acquisition will be effected by way of the Scheme which requires the approval of the Scheme Shareholders and the sanction of the Court.

The Management Team Exchange Shares will be acquired by Patron Sports Leisure outside of the Scheme pursuant to the Management Arrangements. Further information on these arrangements is provided at paragraph 6 below. In addition, Sean Tracey and Sheena Beckwith (and persons connected with them) will sell 1,160,886 Powerleague Shares and 266,180 Powerleague Shares respectively pursuant to the Scheme.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders irrespective of whether they attended or voted and, if they voted, whether they voted for or against the Scheme, at the Court Meeting or the General Meeting.

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

Due to the significant deterioration in the economy combined with market illiquidity, Patron Sports Leisure believes that Powerleague's growth prospects are best served away from the constraints of the public market where it can access a wider range of funding options to finance its growth than are currently available to Powerleague as a public company. In addition, the current debt markets are very constrained, thus limiting the growth prospects of the Powerleague Group further. Patron Sports Leisure believes that under private ownership, and with the continued support of Patron, Powerleague will be better positioned to convert its pipeline of potential sites and achieve its full potential.

## **3. Background to and reasons for the recommendation of the Proposals by the Independent Directors**

On 8 April 2009, Patron Sports Leisure announced that it was considering its options in relation to its 29.0 per cent. shareholding in Powerleague, one of which was making an offer for the entire issued share capital of Powerleague which it did not already own. Subsequently, the Powerleague Board received an indicative proposal from Patron Sports Leisure to acquire the entire issued share capital of Powerleague which it did not already own.

In considering whether to recommend the Acquisition, the Independent Directors have taken into account a number of factors, including the premia referred to in paragraph 2 above.

In light of the above mentioned premia and such other factors as the Independent Directors considered relevant, they believe that the terms of the Acquisition are fair and reasonable (having been so advised by Ernst & Young), take proper account of Powerleague's position within its market and its future prospects, represent an excellent opportunity for Powerleague Shareholders to realise an attractive valuation in cash for

their Powerleague Shares and should be recommended to Powerleague Shareholders. The recommendation of the Independent Directors is set out in paragraph 4 below.

#### **4. Recommendation**

The Independent Directors, who have been so advised by Ernst & Young, consider the terms of the Acquisition to be fair and reasonable. In providing its advice, Ernst & Young has taken into account the commercial assessments of the Independent Directors.

Accordingly, the Independent Directors intend unanimously to recommend that Powerleague Shareholders (to the extent they are entitled to do so) vote in favour of the Scheme at the Court Meeting and the Resolutions to be proposed at the General Meeting, as they have irrevocably undertaken to do in respect of their own (and certain connected persons') entire legal and beneficial holdings of Powerleague Shares amounting to, in aggregate, 5,137,686 Powerleague Shares, representing approximately 6.3 per cent. of Powerleague's existing issued share capital.

#### **5. Irrevocable undertakings**

Patron Sports Leisure has received from the Independent Directors and certain of their connected persons irrevocable undertakings to, amongst other things, vote (or procure the vote) in favour of the Scheme at the Court Meeting and the Resolutions at the General Meeting in respect of, in aggregate, 5,137,686 Powerleague Shares, representing approximately 6.3 per cent. of Powerleague's existing issued share capital. The undertakings given by the Independent Directors will remain binding even if a higher competing offer for Powerleague is made. They will cease to be binding if the Acquisition lapses or is withdrawn.

Patron Sports Leisure has received from the Management Team and certain of their connected persons irrevocable undertakings to, amongst other things, vote (or procure the vote) in favour of the Special Resolution at the General Meeting in respect of, in aggregate, 3,734,759 Powerleague Shares, representing approximately 4.6 per cent. of Powerleague's existing issued share capital. Patron Sports Leisure has received from Paul Orchard-Lisle an irrevocable undertaking to, amongst other things, vote (or procure the vote) in favour of the Special Resolution at the General Meeting in respect of, in aggregate, 85,000 Powerleague Shares, representing approximately 0.1 per cent. of Powerleague's existing issued share capital. The undertakings referred to in this paragraph will remain binding even if a higher competing offer for Powerleague is made. They will cease to be binding if the Acquisition lapses or is withdrawn.

Further details of these irrevocable undertakings are set out in Appendix III to this announcement.

#### **6. Management Arrangements**

Following the Scheme becoming Effective, as part of the Management Arrangements, Sean Tracey and Sheena Beckwith will exchange their Management Team Exchange Shares (consisting of 2,115,385 and 192,308 Powerleague Shares respectively) for B Shares in Patron Sports Leisure. In addition, they (and their connected persons) will sell 1,160,886 Powerleague Shares and 266,180 Powerleague Shares respectively pursuant to the Scheme.

Following the completion of these arrangements, the Management Team will hold the following percentages of the entire issued share capital of Patron Sports Leisure:

<b>Name</b>	<b>Percentage of the entire issued share capital of Patron Sports Leisure</b>
Sean Tracey	2.59%
Sheena Beckwith	0.24%

As a result, following the Scheme becoming Effective, the Management Team will together hold B Shares in Patron Sports Leisure representing approximately 2.83 per cent. of its issued share capital. Patron will indirectly hold the balance of the issued share capital.

The B Shares in Patron Sports Leisure issued to the Management Team will rank *pari passu* with the A Shares indirectly held by Patron in the capital of Patron Sports Leisure, subject to an internal rate of return on investment equalisation that will provide that holders of A Shares and B Shares achieve the same IRR on their respective investments in the event of a realisation of their investment in Patron Sports Leisure.

Ernst & Young considers the terms of the Management Arrangements to be fair and reasonable so far as the Independent Shareholders are concerned.

The Management Team will continue to be employed by Powerleague once the Scheme becomes Effective.

Rule 16 of the Code states that, "except with the Panel's consent, an offeror or persons acting in concert with it, may not make any arrangements with shareholders and may not deal or enter into arrangements to deal in shares of the offeree company or enter into arrangements which involve acceptance of an offer, either during an offer period or when an offer is reasonably in contemplation, if there are favourable conditions attached which are not being extended to all shareholders". In light of the provision of Rule 16, the Panel has reviewed the Management Arrangements and has agreed, subject to Independent Shareholders' approval on a poll vote at the General Meeting, to allow the Acquisition to be made as currently contemplated in this announcement.

The Ordinary Resolution will be proposed at the General Meeting, pursuant to the Code, to approve the Management Arrangements. In accordance with the requirements of the Code, none of the Management Team, nor any of their connected parties, will be permitted to vote on the Ordinary Resolution. The Scheme will be conditional, *inter alia*, upon the passing of the Ordinary Resolution.

Following the Acquisition becoming Effective, Patron Sports Leisure intends to put in place appropriate bonus arrangements for the senior management of the Company. These arrangements will replace the more informal arrangements that are currently in place.

It is likely that Patron Sports Leisure will put in place further incentivisation scheme(s) at a later date following the Acquisition becoming Effective. Patron Sports Leisure envisages that the incentivisation under these scheme(s) would allow the Management Team and other senior employees to participate in an element of the profit on any future sale of the Powerleague business, subject to Patron achieving a minimum IRR on its investment in the Company. The commercial terms of such arrangements (including the nature of the scheme, performance criteria and awards) are yet to be agreed.

## **7. Information relating to Powerleague**

The Powerleague business was established in December 1999 as the result of a merger between Powerplay Soccer Centres Limited and Anchor International Limited, both of which were 3i investee companies. In August 2003, Claude Littner led a buyout of the Powerleague business from 3i.

Powerleague was admitted to trading on AIM in May 2005 and now operates 43 five-a-side football centres across the UK, offering customers the option of competitive league matches, corporate tournaments and social matches. In February 2008, Powerleague acquired the Soccer Domes business of JJB Sports plc, the third largest five-a-side football operator in the UK, for a maximum consideration of £17.4 million in cash. The Soccer Domes centres acquired from JJB Sports plc have been successfully integrated and they are making a positive contribution to profits.

In March 2008, Powerleague entered into a strategic partnership with Patron Sports Leisure which gave Powerleague access to Patron Capital's experience in property, retail and leisure. As part of this strategic partnership, Patron Sports Leisure acquired a 29.0 per cent. holding in Powerleague.

Earlier today, Powerleague reported total revenue of £30.9 million and adjusted operating profit before exceptional items of £7.5 million as part of its audited preliminary results for the year ended 4 July 2009. Net assets as at 4 July 2009 were £23.1 million.

## **8. Information relating to Patron Sports Leisure and Patron Capital**

Patron Sports Leisure is a Luxembourg incorporated company (registered number B 137.187). Its registered address is 6, avenue Pasteur, L-2310 Luxembourg. Patron Sports Leisure is a wholly owned subsidiary of Patron Sports Holding S.a.r.l, which itself is a wholly owned subsidiary of Patron Investments III S.a.r.l.. Patron Investments III S.a.r.l is a wholly owned subsidiary of Patron.

Upon the Scheme becoming Effective, Patron will indirectly hold 97.17 per cent. of the issued share capital of Patron Sports Leisure and 2.83 per cent. will be held by the Management Team.

Patron Sports Leisure has not traded since the date of its incorporation other than acquiring its 29.0 per cent. holding in Powerleague, nor has it entered into any obligations other than in connection with the Proposals and the financing of the Proposals.

The directors of Patron Sports Leisure are Geraldine Schmit and Michael Vandeloise.

Patron Capital represents approximately €1.7 billion of capital across several funds and related co-investments ("Patron Funds"), investing in property, corporate operating entities whose value is primarily supported by property assets, as well as distressed debt and credit-related businesses. The investors in the Patron Funds represent a variety of universities, institutions, private foundations and high net worth individuals in the United States and Europe. Since 1999, the Patron Funds have made more than 55 investments in 12 countries and together with its partners have owned over €5bn in gross assets.

Patron Capital Limited is the investment adviser to the Patron Funds. Patron Capital Limited was established in 1999 by its managing director Keith M. Breslauer. Keith has 22 years' experience in property and corporate finance. Patron Capital Limited is based in London with associated offices in Barcelona, Milan, Dreieich (Germany) and Luxembourg and a team of over 55 people, with over 30 investment professionals.

Patron Capital aims to combine an institutional approach to fund management and reporting, while continuing to embrace an entrepreneurial culture. Patron Capital favours the backing of management teams and co-investing with its pan-European network of local partners who are familiar with the local market through joint venture structures. Many of Patron Capital's private equity investments have backed existing management teams and achieved significant growth of the investee businesses and their employee bases.

In the UK, Patron Capital has focused on supporting management teams in their growth strategies and has invested in operating businesses that are significantly supported by assets as well as in direct properties. Examples of Patron Capital backed management buyout transactions include;

- the management buyout of the largest UK sub-prime mortgage lender where Patron Capital supported the management team to grow a 430 employee business to over £1.5 billion in assets;
- the management buyout of the leading UK independent multi-site bulk liquid and gas storage and handling facilities operator and manager within the oil and chemical industry, where again Patron Capital backed the management team of this 425 employee business to facilitate the expansion of the business to continental Europe and expansion into new business areas; and
- more recently, the management buyout of the operator of some of the largest backpacker hostels in Europe, headquartered in the UK, with a staff of approximately 150 employees, where Patron Capital is currently engaged in a rapid roll out strategy establishing new youth hostels in other key European cities.

Other significant UK investments comprise over 900,000 sq. ft. of office, retail and industrial property across the country with principal assets in Birmingham, Croydon, Sheffield, Manchester and Leeds. In summary, Patron Capital believes it has a strong track record in supporting management teams and their

employees, having employed over 1,000 people at acquisition across its investments to date, which it increased substantially through the successful execution of its growth strategies.

Further details on Patron Sports Leisure and Patron Capital will be set out in the Scheme Document.

## **9. Financing of the Proposals**

Financing for the Proposals will be provided by approximately £29 million of equity funding from Patron and £1.2 million from the Management Team for B Shares in Patron Sports Leisure. No third party debt will be used in this regard.

Repayment of Powerleague's existing third party borrowing facilities will be provided by £36 million of senior debt facilities and a revolving credit facility of £2 million which are being arranged and underwritten by HSBC Bank plc and Lloyds Banking Group.

Altium, as financial adviser to Patron Sports Leisure, is satisfied that sufficient resources are available to Patron Sports Leisure to satisfy in full the Cash Consideration payable to Powerleague Shareholders under the terms of the Acquisition.

## **10. Structure of the Proposals**

Other than in relation to the Management Arrangements, the Acquisition is being effected by means of a scheme of arrangement pursuant to the provisions of Part 26 of the Act. The Scheme involves the cancellation of the Scheme Shares by way of a Court approved reduction of capital and the application of the reserve arising from such cancellation in paying up in full a number of New Powerleague Shares which is equal to the number of cancelled Scheme Shares and issuing such shares to Patron Sports Leisure in consideration for which Powerleague Shareholders will receive the Cash Consideration. The cancellation and the subsequent issue of New Powerleague Shares to Patron Sports Leisure and, following the Scheme becoming Effective, the transfer of the Management Team Exchange Shares to Patron Sports Leisure outside the Scheme through the Management Arrangements, will result in Powerleague becoming a wholly owned subsidiary of Patron Sports Leisure.

To become Effective, the Scheme will require, amongst other things, the approval at the Court Meeting of a majority in number representing 75 per cent. or more in value of the Scheme Shareholders present and voting, either in person or by proxy, at the Court Meeting and the passing of the Resolutions necessary to give effect to the Scheme at the General Meeting. The Special Resolution requires votes in favour representing 75 per cent. or more of the votes attached to Powerleague Shares voted at the General Meeting, whether in person or by proxy, and the Ordinary Resolution requires a majority of the votes attached to Powerleague Shares held by Independent Shareholders voted at the General Meeting whether in person or by proxy.

Given their interests in the Proposals, the Management Team and Paul Orchard-Lisle will not vote on the resolution to be proposed at the Court Meeting to approve the Scheme. The Management Team have nevertheless irrevocably undertaken to be bound by the Scheme. The Management Team and Paul Orchard-Lisle will, however, be entitled to vote on the Special Resolution at the General Meeting but not on the Ordinary Resolution.

Following the Court Meeting and the General Meeting and the satisfaction (or, where applicable, waiver) of the other Conditions, the Scheme must also be sanctioned by the Court and the associated Capital Reduction confirmed by the Court at the Court Hearing. The Scheme will take effect when the Court Order has been delivered to the Registrar of Companies and registered by him. If the Scheme becomes Effective, it will be binding on all Scheme Shareholders irrespective of whether they attended or voted, and if they voted, whether they voted for or against the Scheme, at the Court Meeting or the General Meeting.

It is the current intention of Powerleague and Patron Sports Leisure to convene the Court Meeting and General Meeting to approve the Scheme for early November 2009. It is expected that the Scheme will become Effective in late November 2009. Scheme Shareholders will receive the consideration payable under the Scheme within 14 days of the Scheme becoming Effective.

## **11. Implementation Agreement and Inducement Fee Agreement**

### ***The Implementation Agreement***

Powerleague and Patron Sports Leisure have entered into the Implementation Agreement, which governs, amongst other things, their relationship during the period until the Scheme becomes Effective. Amongst other things, Patron Sports Leisure and Powerleague have agreed to co-operate with regard to the process required to implement the Scheme and Powerleague has entered into certain undertakings concerning the conduct of its business during that period.

The Implementation Agreement will terminate with immediate effect in certain circumstances, including if the Scheme has not been implemented in accordance with its terms (or if an Offer is (or is to be) made by Patron Sports Leisure for all of the Scheme Shares, the Offer has not become unconditional in all respects) by 2 April 2010.

Further details of the Implementation Agreement will be set out in the Scheme Document.

### ***The Inducement Fee Agreement***

Powerleague and Patron Sports Leisure have also entered into the Inducement Fee Agreement under which Powerleague has agreed to pay an inducement fee to Patron Sports Leisure equal to one per cent. of the value of Powerleague calculated by reference to the Offer Price and by reference to the aggregate number of Powerleague Shares in issue. The fee will become payable if:

- (a) before the Scheme (or any substitute Offer) lapses or is withdrawn, a competing offer is announced and is either declared unconditional in all respects or is otherwise consummated, or the competing offer is recommended by any or all of the Independent Directors and the Scheme or Offer lapses or is withdrawn; or
- (b) the formal offer document or scheme document does not contain the unanimous and unqualified recommendation of the Independent Directors, or the Independent Directors withdraw, qualify or adversely modify their recommendation and the Scheme or Offer is subsequently withdrawn or lapses.

Powerleague has agreed not to pay, offer or agree to pay any work fee, inducement fee or break fee in connection with any competing offer to any third party.

The Inducement Fee Agreement also includes an undertaking that Powerleague shall discontinue any discussions which Powerleague or any member of the Powerleague Group, or any of their advisers, directors, employees or agents, may be having in relation to a competing offer and shall not, and shall procure that no other member of the Powerleague Group shall, directly or indirectly:

- (a) solicit, initiate, or otherwise seek to procure the submission of any enquiries, proposals or approaches in relation to a competing offer; and
- (b) shall as soon as reasonably practicable notify Patron Sports Leisure in writing that it has received or become aware of any unsolicited approach or potential competing offer including details of the type of transaction and certain details of the third party involved.

Further details of the Inducement Fee Agreement will be set out in the Scheme Document.

## **12. Management and employees**

The Patron Sports Leisure Board has informed the Independent Directors that, following the completion of the Acquisition, the existing employment rights, including pension rights, of all Powerleague Group employees will be fully safeguarded.

However, each of Claude Littner, Andrew Mallett and Simon Bentley have agreed to resign from the Powerleague Board, conditional upon, and with effect from, the Scheme becoming Effective.

In this regard, Claude Littner has entered into a compromise agreement with Powerleague pursuant to which, inter alia, Powerleague has agreed to make certain termination payments to him in connection with his ceasing to be employed by the Powerleague Group upon the Scheme becoming Effective. Claude Littner has also entered into a consultancy agreement with Powerleague, pursuant to which he will provide certain transitional consultancy services to the Powerleague Group for a six month period commencing on the Effective Date in consideration for a fee consistent with his current remuneration. Ernst & Young, which has advised the Independent Directors, considers the terms of the consultancy arrangements between Claude Littner and Powerleague referred to above to be fair and reasonable so far as Powerleague Shareholders are concerned.

In addition, each of Andrew Mallett and Simon Bentley have entered into conditional resignation letters with Powerleague pursuant to which, inter alia, Powerleague has agreed to make certain termination payments to them in connection with their resignation as directors of Powerleague and in consideration for the additional work performed by them in connection with the Scheme.

Other than set out above, Patron Sports Leisure confirms that it has no current plans to alter existing arrangements with employees or to change the locations of Powerleague Group's places of business.

The Powerleague Board has given due consideration to Patron Sports Leisure's stated intention and assurances noted above in considering whether to recommend the Acquisition.

### **13. Powerleague Share Scheme**

The performance conditions attaching to all outstanding Powerleague Options have not been satisfied and accordingly such options are incapable of being exercised. Accordingly, Patron Sports Leisure does not intend to make any proposals to holders of Powerleague Options pursuant to Rule 15 of the Code.

### **14. Disclosure of interests in Powerleague Shares**

Save as set out below and for the irrevocable undertakings referred to in paragraph 5 of this announcement, neither Patron Sports Leisure nor, so far as the Patron Sports Leisure Directors are aware, any person acting in concert with it, has any interest in or right to subscribe for Powerleague Shares or has any short position (including any short positions under a derivative, any agreement to sell or any delivery obligation or right to require another person to take delivery) in Powerleague Shares, has borrowed or lent any Powerleague Shares (save for any borrowed shares which have been either on-lent or sold) or has any arrangement in relation to Powerleague Shares. For these purposes, "arrangement" includes any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery and borrowing or lending of Powerleague Shares. An "arrangement" also includes any indemnity or option arrangement, any agreement or understanding, formal or informal, of whatever nature relating to Powerleague Shares which may be an inducement to deal or refrain from dealing in such securities. "Interest" includes any long economic exposure, whether conditional or absolute, to changes in the price of securities and a person is treated as having an "interest" by virtue of the ownership or control of securities, or by virtue of any option in respect of, or derivative referenced to, securities.

<b>Name</b>	<b>No. of Powerleague Shares</b>
Sean Tracey	3,276,271
Sheena Beckwith	308,946
Neil Beckwith	149,542
Paul Orchard-Lisle	85,000

## **15. Cancellation of admission to trading on AIM and re-registration**

It is also proposed that a request will be made to the London Stock Exchange prior to the Effective Date to cancel the trading in Powerleague Shares on AIM with effect from the Effective Date or shortly thereafter. As part of the Acquisition, in addition to the cancellation of the admission to trading on AIM, it is intended that Powerleague will be re-registered as a private limited company either as part of the Scheme or in due course.

## **16. General**

The Scheme Shares will be acquired under the Proposals fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and other interests and together with all rights attaching thereto including, without limitation, the right to receive and retain any dividend and other distribution, announced, declared, made or payable after the date of this announcement.

The Scheme Document setting out further details of the Proposals and the procedures to be followed in connection with the implementation of the Scheme, together with Forms of Proxy for the Court Meeting and the General Meeting, will be published and sent to Powerleague Shareholders and, for information only, to participants in the Powerleague Share Scheme as soon as practicable and in any event within 28 days of the date of this announcement, unless otherwise agreed by the Panel.

The Acquisition will be subject to the conditions and further terms set out in Appendix I. The bases of calculation and sources of information contained in this announcement are set out in Appendix II. Details of irrevocable undertakings are set out in Appendix III. Certain definitions and terms used in this announcement are defined in Appendix IV.

Enquiries:

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*All times referred to are London times unless otherwise stated.*

*This announcement is not intended to, and does not constitute or form part of any offer to sell or an invitation to purchase or subscribe for any securities pursuant to the Proposals or otherwise or the solicitation of any vote or approval in any jurisdiction. Powerleague Shareholders are advised to read carefully the formal documentation in relation to the Proposals once it has been despatched.*

*The availability of the Proposals to persons not resident in the UK may be affected by the laws of the relevant jurisdiction. Any persons who are subject to the laws of any jurisdiction other than the UK should inform themselves about and observe any applicable requirements.*

*Copies of this announcement are not being, and must not be, directly or indirectly mailed or otherwise forwarded, distributed or sent in or into any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving this announcement (including custodians, nominees and trustees) must not mail or forward, distribute or otherwise send it in, or into or from any such jurisdiction. Further details in relation to overseas Powerleague Shareholders will be contained in the Scheme Document.*

*This announcement has been prepared in accordance with English law and the Code and information disclosed may not be the same as that which would have been prepared in accordance with the laws and regulations of jurisdictions outside England. The Scheme will be subject to the applicable rules and regulations of the Financial Services Authority, the London Stock Exchange and the Code.*

*Patron Sports Leisure may purchase Powerleague Shares otherwise than under the Proposals, such as in the open market or through privately negotiated purchases. Such purchases may be made either directly or through a broker and such purchases shall comply with the*

applicable laws of the UK, as well as the rules of the London Stock Exchange and the Code. Information about such purchases will be made available through a Regulatory Information Service.

The summary of the principal provisions of the Scheme contained in this announcement is qualified entirely by reference to the Scheme itself, the full text of which will be set out in the Scheme Document that will be sent to Powerleague Shareholders as soon as practicable and, in any event, within 28 days of this announcement unless otherwise agreed with the Panel. Each Powerleague Shareholder is advised to read and consider carefully the text of the Scheme itself.

Powerleague Shareholders should not construe the contents of this announcement as legal, tax or financial advice and should consult with their own advisers as to the matters described in this announcement

Altium Capital Limited, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting exclusively as financial adviser to Patron Sports Leisure and no one else in connection with the Proposals and will not be responsible to anyone other than Patron Sports Leisure for providing the protections afforded to clients of Altium Capital Limited or for providing advice in relation to the Proposals or in relation to the contents of this announcement or any other matter referred to herein.

Ernst & Young LLP, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting exclusively as financial adviser to Powerleague and no one else in connection with the Proposals and will not be responsible to anyone other than Powerleague for providing the protections afforded to clients of Ernst & Young LLP or for providing advice in relation to the Proposals or in relation to the contents of this announcement or other matters referred to herein.

#### **Forward-Looking Statements**

This announcement, including information included or incorporated by reference in this announcement, may contain “forward-looking statements” concerning Patron Sports Leisure and the Powerleague Group. Generally, the words “will”, “may”, “should”, “continue”, “believes”, “expects”, “intends”, “anticipates” or similar expressions identify forward-looking statements. The forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied in the forward-looking statements. Many of these risks and uncertainties relate to factors that are beyond the companies’ abilities to control or estimate precisely, such as future market conditions and the behaviour of other market participants, and therefore undue reliance should not be placed on such statements. Neither Patron Sports Leisure nor the Powerleague Group intends or assumes any obligation to revise or update these forward-looking statements, regardless of whether that statement is affected as a result of new information, future events or otherwise, other than as required by law.

#### **Dealing Disclosure Requirements**

Under the provisions of Rule 8.3 of the Code, if any person is, or becomes, “interested” (directly or indirectly) in one per cent. or more of any class of “relevant securities” of Powerleague, all “dealings” in any “relevant securities” of Powerleague (including by means of an option in respect of, or a derivative referenced to, any such “relevant securities”) must be publicly disclosed by no later than 3.30 pm (London time) on the London business day following the date of the relevant transaction. This requirement will continue until the date on which the Scheme becomes effective or lapses or is otherwise withdrawn or on which the “offer period” otherwise ends. If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire an “interest” in “relevant securities” of Powerleague, they will be deemed to be a single person for the purpose of Rule 8.3.

Under the provisions of Rule 8.1 of the Code, all “dealings” in “relevant securities” of Powerleague, by Patron Sports Leisure or Patron Capital, or by any of their respective “associates”, must be disclosed by no later than 12.00 noon (London time) on the London business day following the date of the relevant transaction.

A disclosure table, giving details of the companies in whose “relevant securities” “dealings” should be disclosed, and the number of securities in issue, can be found on the Takeover Panel’s website at [www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk).

“Interests in securities” arise, in summary, when a person has long economic exposure, whether conditional or absolute, to changes in the price of securities. In particular, a person will be treated as having an “interest” by virtue of the ownership or control of securities, or by virtue of any option in respect of or derivative referenced to, securities.

Terms in quotation marks within this section are defined in the Code, which can also be found on the Panel’s website. If you are in any doubt as to whether or not you are required to disclose a “dealing” under Rule 8, you should consult the Panel.

Appendix I sets out the conditions to implementation of the Proposals and the Scheme.

Appendix II sets out the bases and sources of information from which the financial calculations in this announcement have been derived.

Appendix III sets out details of irrevocable undertakings

Appendix IV contains the definitions of terms used in this announcement.

#### **Publication on the Patron Capital and Powerleague websites**

A copy of this announcement is and will be available for inspection free of charge, subject to certain restrictions relating to persons resident in restricted jurisdictions, on Patron Capital’s website at [www.patroncapital.com/portfolio/patronsportsleisure.htm](http://www.patroncapital.com/portfolio/patronsportsleisure.htm) and Powerleague’s website at [www.powerleague.co.uk](http://www.powerleague.co.uk).

**APPENDIX I**

**CONDITIONS TO AND FURTHER TERMS OF THE IMPLEMENTATION OF THE ACQUISITION**

The Acquisition will be subject to the conditions set out herein, and to the further terms and conditions set out in the Scheme Document and the Management Team Arrangements (as the case may be).

The Acquisition will be conditional upon the Scheme becoming unconditional and becoming Effective by no later than 2 April 2010, or such later date as Powerleague and Patron Sports Leisure may, with the consent of the Panel, agree and (if required) the Court approves.

The Acquisition will be governed by English law and will be subject to the jurisdiction of the English courts, to the Conditions, to the terms set out in this document and to the applicable requirements of the Code, the Panel and the London Stock Exchange.

1. The Scheme will be conditional upon:
  - (a) the approval of the Scheme by a majority in number representing 75 per cent. or more in value of Scheme Shareholders, present and voting, either in person or by proxy, at the Court Meeting (or at any adjournment of such meeting);
  - (b) the Resolutions to be set out in the notice of the General Meeting being duly passed by the requisite majority at the General Meeting (or any adjournment of such meeting); and
  - (c) the sanction of the Scheme and the confirmation of the Capital Reduction by the Court (in either case, with or without modifications on terms agreed by Patron Sports Leisure and Powerleague) and an office copy of the Court Order and the minute of such Capital Reduction attached thereto being delivered for registration to the Registrar of Companies and, in relation to the Capital Reduction, being registered by the Registrar of Companies.
2. In addition, Patron Sports Leisure and Powerleague have agreed that, subject as stated in paragraph 3 below, the Scheme will also be conditional upon, and, accordingly, application to the Court to sanction the Scheme and to confirm the Capital Reduction will only be made upon, conditions 1(a) and 1(b) above having been fulfilled and provided that immediately prior to the hearing to sanction the Scheme, the following conditions (as amended, if appropriate) are satisfied or waived (if capable of waiver) as referred to below:
  - 2.1 no Third Party having decided to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or having enacted, made or proposed any statute, regulation, decision or order, or having required any action to be taken or otherwise having done any thing which would or might reasonably be expected to (in each case to an extent which is or might reasonably be expected to be material in the context of the Powerleague Group taken as a whole or otherwise in the context of the Acquisition):
    - (a) make the Acquisition, the Scheme or its implementation, or the acquisition or proposed acquisition by Patron Sports Leisure or any other member of the Patron Group of any shares or other securities in, or control or management of, Powerleague or any other member of the Powerleague Group void, illegal or unenforceable in any jurisdiction, or otherwise directly or indirectly restrain, prevent, prohibit, restrict, interfere, frustrate or delay the same or impose additional conditions or obligations with respect to the Acquisition, the Scheme or such acquisition or proposed acquisition, or otherwise impede, challenge or interfere with the Acquisition, the Scheme or such acquisition or proposed acquisition, or require amendment to the terms of the Acquisition or the

Scheme or such acquisition or proposed acquisition;

- (b) limit or delay, or impose any limitations on, the ability of any member of the Patron Group or any member of the Powerleague Group to acquire or to hold or to exercise effectively, directly or indirectly, all or any rights of ownership in respect of shares or other securities in, or to exercise voting or management control over, any member of the Powerleague Group;
- (c) require, prevent or delay the divestiture or alter the terms envisaged for any proposed divestiture by any member of the Patron Group of any shares or other securities in Powerleague;
- (d) require, prevent or delay the divestiture or alter the terms envisaged for any proposed divestiture by any member of the Patron Group or by any member of the Powerleague Group of all or any portion of their respective businesses, assets or properties or limit the ability of any of them to conduct any of their respective businesses or to own or control any of their respective assets or properties or any part thereof;
- (e) require any member of the Patron Group or of the Powerleague Group to acquire, or to offer to acquire, any shares or other securities (or the equivalent) or any other interest in any member of either the Patron Group or the Powerleague Group owned by any third party (other than in the implementation of the Acquisition);
- (f) limit the ability of any member of the Patron Group or of the Powerleague Group to conduct its business, or any part of it, or to integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Patron Group or of the Powerleague Group;
- (g) result in any member of the Patron Group or the Powerleague Group ceasing to be able to carry on business under any name under which it presently does so; or
- (h) otherwise adversely affect any or all of the business, assets, profits, financial or trading position or prospects of any member of the Powerleague Group or of the Patron Group, and all applicable waiting and other time periods during which any Third Party could take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or enact, make or propose any such statute, regulation, decision or order or require any such action to be taken or do any other such thing having expired, lapsed or been terminated;

2.2 all notifications and filings which are necessary or are considered appropriate by Patron Sports Leisure having been made, all appropriate waiting and other time periods (including any extensions of such waiting and other time periods) under any applicable legislation or regulation of any relevant jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations and requirements in any relevant jurisdiction having been complied with in each case in connection with the Acquisition, the Scheme or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, Powerleague or any other member of the Powerleague Group by Patron Sports Leisure or any other member of the Patron Group or the carrying on by any member of the Powerleague Group of its business;

2.3 all authorisations, orders, grants, negotiations, recognitions, confirmations, licences, certificates, consents, clearances, permissions and approvals (“authorisations”) which are required by law or regulation or are otherwise reasonably considered desirable or appropriate by Patron Sports Leisure in any relevant jurisdiction for or in respect of the Acquisition, the Scheme or the acquisition or proposed acquisition of any shares or other securities in, or control or management

of Powerleague (or any other member of the Powerleague Group) by Patron Sports Leisure (or any other member of the Patron Group) or the carrying on by any member of the Powerleague Group of its business having been obtained, in terms and in a form reasonably satisfactory to Patron Sports Leisure, from all appropriate Third Parties or from any persons or bodies with whom Powerleague (or any other member of the Powerleague Group) has entered into contractual arrangements and all such authorisations remaining in full force and effect and there being no written notice or intimation of any intention to revoke, withhold, withdraw, suspend, restrict, modify or not to renew any of the same and in each such case where the absence of such authorisation would have a material and adverse effect on the Powerleague Group as a whole or is otherwise material in the context of the Acquisition;

2.4 save as Disclosed, there being no provision of any arrangement, agreement, lease, licence, permit, franchise or other instrument to which any member of the Powerleague Group is a party, or by or to which any such member or any of its assets is or are or may be bound, entitled or subject or any circumstance, which, in each case as a consequence of the Acquisition, the Scheme or the acquisition or proposed acquisition of any shares or other securities in, or control of, Powerleague (or any other member of the Powerleague Group) by Patron Sports Leisure (or any other member of the Patron Group) or otherwise, could or might reasonably be expected to result in (to an extent which is material and adverse in the context of the Powerleague Group as a whole) or is otherwise material in the context of the Acquisition:

- (a) any such arrangement, agreement, lease, licence, permit, franchise or instrument, or the rights, liabilities, obligations or interests of Powerleague or any other member of the Powerleague Group thereunder, being, or becoming capable of being, terminated or adversely modified or affected or any adverse action being taken or any additional, extended or onerous obligation or liability arising thereunder;
- (b) any monies borrowed by or any other indebtedness or liabilities (actual or contingent) of, or any grant available to, any member of the Powerleague Group being or becoming repayable or capable of being declared repayable immediately or prior to its stated maturity or repayment date or the ability of any member of the Powerleague Group to borrow monies or incur any indebtedness being withdrawn or inhibited or becoming capable of being withdrawn or inhibited;
- (c) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interests of any member of the Powerleague Group or any such mortgage, charge or other security interest (wherever created, arising or having arisen) becoming enforceable;
- (d) any asset or interest of any member of the Powerleague Group being or falling to be disposed of or charged or ceasing to be available to any member of the Powerleague Group or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Powerleague Group;
- (e) any member of the Powerleague Group ceasing to be able to carry on business under any name under which it presently does so;
- (f) the creation of any liabilities (actual or contingent) by any member of the Powerleague Group other than in the ordinary course of trading;
- (g) the rights, liabilities, obligations or interests of any member of the Powerleague Group under any such arrangement, agreement, lease, licence, permit, franchise or other instrument or the interests or business of any such member in or with any other person, firm, company or body (or any arrangement or arrangements relating to any such

interests or business) being terminated or adversely modified, amended, varied or otherwise affected;

- (h) the financial or trading position or prospects or the value of any member of the Powerleague Group being materially prejudiced or adversely affected; or

any liability of any member of the Powerleague Group to make any severance, termination, bonus or other payment to any of its directors, officers, or senior executives,

and no event having occurred which, under any provision of any such arrangement, agreement, lease, licence, permit or other instrument, would or might reasonably be expected to result in any of the events or circumstances which are referred to in paragraph 2.4(a) to paragraph 2.4(h) (inclusive) of this Condition 2.4;

2.5 save as Disclosed, no member of the Powerleague Group having since 4 July 2009:

- (a) save for any options or Powerleague Shares issued pursuant to the exercise of options granted under the Powerleague Share Scheme or otherwise pursuant to the Scheme, issued or agreed to issue, or authorised or proposed the issue or grant of, additional shares of any class, or securities convertible into or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares or convertible securities, or transferred or sold any shares out of treasury other than as between Powerleague and wholly-owned subsidiaries of Powerleague;
- (b) purchased or redeemed or repaid any of its own shares or other securities or reduced or made any other change to any part of its share capital;
- (c) recommended, declared, paid or made any bonus, dividend or other distribution whether payable in cash or otherwise (other than to Powerleague or a wholly-owned subsidiary of Powerleague);
- (d) save as between Powerleague and its wholly-owned subsidiaries, made or authorised any change in its loan capital;
- (e) save as between wholly-owned subsidiaries of Powerleague or between Powerleague and any of its wholly-owned subsidiaries, merged with, demerged or acquired any body corporate, partnership or business or (other than an acquisition or disposal in the ordinary course of trading) acquired or disposed of or transferred, mortgaged, charged or created any security interest over any assets or any right, title or interest in any assets (including shares in any undertaking and trade investments) or authorised the same;
- (f) save as between wholly-owned subsidiaries of Powerleague or between Powerleague and any of its wholly-owned subsidiaries, issued or authorised the issue of, or made any change in or to, any debentures or (other than in the ordinary course of trading business or as otherwise reasonably required to finance the development of the Powerleague Group's sites at Yardley and in Central London near Regent's Park) incurred or increased any indebtedness or liability (actual or contingent) to an extent which is material in the context of the Powerleague Group as a whole;
- (g) entered into, varied, or authorised any agreement, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which:
  - (i) is of a long term, onerous or unusual nature or magnitude or which could involve an obligation of such nature or magnitude which in any such case is material in the context of the Powerleague Group as a whole; or

- (ii) is likely to be restrictive to the business of any member of the Powerleague Group or which is or could involve obligations which would or might reasonably be expected to be so restrictive; or
  - (iii) is other than in the ordinary course of business;
- (h) entered into, implemented, effected or authorised any merger, demerger, reconstruction, amalgamation, scheme, commitment or other transaction or arrangement in respect of itself or another member of the Powerleague Group;
- (i) terminated or varied the terms of any agreement or arrangement between any member of the Powerleague Group and any other person in a manner which would or might reasonably be expected to have a material adverse effect on the financial position or the prospects of the Powerleague Group as a whole;
- (j) entered into or varied the terms of any contract, agreement or arrangement with any of the directors or senior executives of any member of the Powerleague Group;
- (k) taken any corporate action or had any legal proceedings instituted or threatened against it or petition presented or order made for its winding-up (voluntarily or otherwise), dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of all or any part of its assets and revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction;
- (l) been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (m) waived or compromised any claim other than in the ordinary course of business;
- (n) made any alteration to its memorandum or articles of association;
- (o) made or agreed or consented to any change to:
  - (i) the terms of the trust deeds constituting the pension scheme(s) established for its directors, employees or their dependants; or
  - (ii) the benefits which accrue or to the pensions which are payable thereunder; or
  - (iii) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
  - (iv) the basis upon which the liabilities (including pensions) of such pension schemes are funded or made; or
  - (v) the trustees including the appointment of a trust corporation;
- (p) proposed, agreed to provide or modified in any respect the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any person employed by the Powerleague Group which individually is or collectively are material in the context of the Powerleague Group taken as a whole or is otherwise material in the context of the Acquisition; or
- (q) entered into any agreement, commitment or arrangement or passed any resolution or made any offer (which remains open for acceptance) or proposed or announced any intention with respect to any of the transactions, matters or events referred to in this

Condition 2.5;

2.6 save as Disclosed, since 4 July 2009:

- (a) there having been no material adverse change or material deterioration in the business, assets financial or trading position or profits or prospects of the Powerleague Group;
- (b) no contingent or other liability of any member of the Powerleague Group having arisen or become apparent or increased which might be reasonably likely to have a material adverse effect on the Powerleague Group taken as a whole;
- (c) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Powerleague Group is or may become a party (whether as claimant, defendant or otherwise) having been threatened, announced, implemented or instituted by or against or remaining outstanding against or in respect of any member of the Powerleague Group which is or might reasonably be expected to be material in the context of the Powerleague Group as a whole;
- (d) (other than as a result of the Acquisition) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented or instituted against or remaining outstanding against or in respect of any member of the Powerleague Group which is or might reasonably be expected to be material in the context of the Powerleague Group as a whole; and
- (e) no steps having been taken or event having occurred which might reasonably be expected to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Powerleague Group which is necessary or desirable for the proper carrying on of its business;

2.7 Patron Sports Leisure not having discovered:

- (a) that any financial or business or other information concerning the Powerleague Group disclosed at any time by or on behalf of any member of the Powerleague Group, whether publicly, to any member of the Patron Group or to any of their advisers or otherwise, is materially misleading or contains any material misrepresentation of fact or omits to state a fact necessary to make any information contained therein not materially misleading and which was not subsequently corrected prior to the date hereof by being Disclosed;
- (b) that, save as disclosed, any member of the Powerleague Group is subject to any liability (actual or contingent) which is not disclosed in Powerleague's audited preliminary results for the financial year ended 4 July 2009 as announced earlier today through a Regulatory Information Service which is material in the context of the Powerleague Group taken as a whole; or
- (c) any information not already Disclosed which affects the import of any information previously disclosed by or on behalf of any member of the Powerleague Group, whether publicly, to any member of the Patron Group or to any of their advisers or otherwise to an extent which is material in the context of the Powerleague Group taken as a whole or is otherwise material in the context of the Acquisition;

2.8 Patron Sports Leisure not having discovered, save as Disclosed:

- (a) that any past or present member of the Powerleague Group has not complied with any applicable legislation or regulations of any jurisdiction with regard to the use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or

harm human or animal health, or otherwise relating to environmental matters or the health and safety of any person, or that there has otherwise been any such use, treatment, handling, storage, transport, release, disposal, discharge, spillage, leak or emission (whether or not this constituted a non-compliance by any person with any legislation or regulations and wherever the same may have taken place) which, in any case, would be likely to give rise to any liability (whether actual or contingent and whether civil or criminal) or cost on the part of any member of the Powerleague Group in each such case which is material in the context of the Powerleague Group as a whole or is otherwise material in the context of the Acquisition; or

- (b) that there is, or is likely to be, any liability, whether actual or contingent, for any member of the Powerleague Group to make good, repair, reinstate or clean up or otherwise assume responsibility for any property now or previously owned, occupied or made use of by any past or present member of the Powerleague Group or any other property or any controlled waters under any environmental legislation, regulation, notice, circular, order or other lawful requirement of any relevant authority or third party or otherwise in each such case which is material in the context of the Powerleague Group as a whole or is otherwise material in the context of the Acquisition.
3. Subject to the requirements of the Panel or the Court, Patron Sports Leisure reserves the right to waive, in whole or in part, all or any of the Conditions except, save in the circumstances set out in paragraph 6 below, for Condition 1. Patron Sports Leisure shall be under no obligation to waive (if capable of waiver) or treat as fulfilled any of Conditions 2.1 to 2.8 by a date earlier than the latest date for the fulfilment of those Conditions notwithstanding that the other Conditions of the Acquisition may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any such Conditions may not be capable of fulfilment.
  4. If Patron Sports Leisure is required by the Panel to make an offer or offers for the Powerleague Shares under the provisions of Rule 9 of the Code, Patron Sports Leisure may make such alterations to the terms and conditions of the Acquisition as may be necessary to comply with the provisions of that Rule.
  5. The Acquisition will lapse and the Scheme will not proceed if, before the date of the Meetings, (i) the Acquisition, or any matter arising from it, is referred to in the Competition Commission; or (ii) following a request to the European Commission under Article 22(3) of Council Regulation 139/2004/EC (the "Regulation") in relation to the Acquisition or any part of it, which request is accepted by the European Commission, the European Commission initiates proceedings under Article 6(1)(c) of the Regulation.
  6. Patron Sports Leisure reserves the right, with the consent of the Panel, to elect to implement the Acquisition by way of an Offer. In such event, such Offer will be implemented on the same terms (subject to appropriate amendments, including (without limitation) an acceptance condition set at 90 per cent. of the shares to which the Offer relates (or such lesser percentage as Patron Sports Leisure may determine, provided that such lesser percentage would result in Patron Sports Leisure holding Powerleague Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at general meetings of Powerleague)), so far as applicable, as those which would apply to the Scheme.
  7. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

## **APPENDIX II**

### **BASES OF CALCULATION AND SOURCES OF INFORMATION**

1. Unless otherwise stated, the financial information relating to Powerleague contained in this announcement has been extracted from Powerleague's annual report and accounts for the three years ended 28 June 2008 and Powerleague's audited preliminary results for the year ended 4 July 2009.
2. The value of Powerleague as implied by the Offer Price stated in paragraph 2 of this announcement is based on the issued share capital as per the latest filings, being total issued share capital of 81,820,000 ordinary shares as per the announcement by Powerleague pursuant to Rule 2.10 of the Code on 8 April 2009.

### APPENDIX III

#### Irrevocable undertakings

The Independent Directors and certain of their connected persons have given irrevocable undertakings to, amongst other things, vote (or procure the vote) in favour of the Scheme at the Court Meeting and the Resolutions at the General Meeting in respect of the following interests in Powerleague Shares:

<b>Name</b>	<b>Number of Powerleague Shares committed</b>	<b>Percentage of the entire existing issued share capital of Powerleague</b>
Claude Littner	5,009,506	6.12
Andrew Mallett	59,090	0.07
Simon Bentley	10,000	0.01
Etty Mallett	59,090	0.07

The Management Team, Paul Orchard-Lisle and certain of their connected persons have given irrevocable undertakings to, amongst other things, vote (or procure the vote) in favour of the Special Resolution at the General Meeting in respect of the following interests in Powerleague Shares:

<b>Name</b>	<b>Number of Powerleague Shares committed</b>	<b>Percentage of the entire existing issued share capital of Powerleague</b>
Sean Tracey	3,276,271	4.00
Sheena Beckwith	308,946	0.38
Paul Orchard-Lisle	85,000	0.10
Neil Beckwith	149,542	0.18

*Notes:*

- 1. These irrevocable undertakings to vote, or procure the vote, in favour of the resolutions to be proposed at the Scheme Meeting and the General Meeting remain binding, even if a higher competing offer is announced by a third party, unless the Scheme lapses or is withdrawn.*

## **APPENDIX IV**

### **DEFINITIONS**

<b>“Acquisition”</b>	the proposed acquisition by Patron Sports Leisure of the entire issued and to be issued ordinary share capital of Powerleague (other than the Powerleague Shares already held by Patron Sports Leisure and the Management Team Exchange Shares), subject to the Conditions and on the terms set out in this announcement and to be set out in the Scheme Document
<b>“Act”</b>	the Companies Act 2006
<b>“AIM”</b>	the AIM market operated by the London Stock Exchange
<b>“Altium”</b>	Altium Capital Limited, a company registered in England and Wales with registered number 1072627
<b>“Articles”</b>	the articles of association of Powerleague and “Article” shall mean any article of those Articles
<b>“A Shares”</b>	the new A shares in the capital of Patron Sports Leisure
<b>“B Shares”</b>	the new B shares in the capital of Patron Sports Leisure to be issued and credited as fully paid to the Management Team pursuant to the Exchange Deed on the Scheme becoming Effective
<b>“business day”</b>	a day (excluding Saturdays, Sundays and UK public holidays) on which banks are generally open for business in the City of London
<b>“Capital Reduction”</b>	the proposed reduction of the share capital of Powerleague involving the cancellation and the extinguishing of the Scheme Shares pursuant to the Scheme under section 641 of the Act
<b>“Cash Consideration”</b>	the cash consideration due to a Scheme Shareholder from Patron Sports Leisure pursuant to the Acquisition in connection with the cancellation of the Scheme Shares pursuant to the Scheme
<b>“Closing Price”</b>	the closing middle market quotation of a Powerleague Share as derived from the AIM Appendix of the Daily Official List
<b>“Code”</b>	the City Code on Takeovers and Mergers
<b>“Conditions”</b>	the conditions to the implementation of the Proposals (including the Scheme), which are set out in Appendix I of this announcement
<b>“Court”</b>	the High Court of Justice in England and Wales
<b>“Court Hearing”</b>	the hearing or hearings by the Court of the petition to sanction the Scheme and to confirm the Capital Reduction
<b>“Court Meeting”</b>	the meeting of the Scheme Shareholders to be convened

	pursuant to an order of the Court pursuant to section 896 of the Act (notice of which will be set out in the Scheme Document) for the purpose of considering and, if thought fit, approving the Scheme, with or without amendment (and any adjournment thereof)
<b>“Court Order”</b>	the order of the Court sanctioning the Scheme under section 899 of the Act and confirming the Capital Reduction under section 648 of the Act
<b>“Disclosed”</b>	means (i) as disclosed in Powerleague's audited preliminary results for the year ended 4 July 2009 as announced through a Regulatory Information Service on 2 October 2009; (ii) as publicly announced by Powerleague (by the delivery of an announcement to an authorised Regulatory Information Service) prior to 2 October 2009; (iii) as disclosed in the Scheme Document; or (iv) as otherwise fairly disclosed in writing, or in documentation or written information, in each case provided by or on behalf of Powerleague, to Patron Sports Leisure or its advisers prior to 2 October 2009 in the context of the Acquisition
<b>“Effective”</b>	in the context of the Acquisition: (i) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or (ii) if the Acquisition is implemented by way of an Offer, the Offer having been declared or become unconditional in all respects in accordance with the requirements of the Code
<b>“Effective Date”</b>	the date on which the Scheme becomes effective
<b>“Ernst &amp; Young”</b>	Ernst & Young LLP, 1 More London Place, London SE1 2AF
<b>“Excluded Shares”</b>	any Powerleague Shares which are registered in the name of or beneficially owned by Patron Sports Leisure or its nominee(s) and the Management Team Exchange Shares
<b>“Financial Services Authority” or “FSA”</b>	the UK Financial Services Authority
<b>“General Meeting”</b>	the general meeting of Powerleague Shareholders to be convened in connection with the Proposals, notice of which will be set out in the Scheme Document (and any adjournment thereof)
<b>“holder”</b>	a registered holder of shares, including any person entitled by transmission
<b>“Implementation Agreement”</b>	the agreement dated 2 October 2009 and made between Patron Sports Leisure and Powerleague and relating, among other things, to the implementation of the Acquisition
<b>“Independent Directors”</b>	Claude Manuel Littner, Andrew Howard Mallett and Simon Anthony Bentley
<b>“Independent Shareholders”</b>	the Powerleague Shareholders other than the Management

	Team and their connected persons
<b>“Inducement Fee Agreement”</b>	the agreement dated 24 July 2009 and made between Powerleague and Patron Sports Leisure and relating among other things to the payment of an inducement fee upon the occurrence of certain events, as varied on 24 September 2009 and 30 September 2009
<b>“IRR”</b>	internal rate of return
<b>“London Stock Exchange”</b>	London Stock Exchange plc
<b>“Management Arrangements”</b>	the arrangements pursuant to which members of the Management Team will exchange the Management Team Exchange Shares and will acquire B Shares in Patron Sports Leisure
<b>“Management Team”</b>	Sean Paul Tracey and Sheena Marion Beckwith
<b>“Management Team Exchange Shares”</b>	the 2,307,693 Powerleague Shares which Patron Sports Leisure has conditionally agreed to purchase from the Management Team pursuant to the Exchange Deed
<b>“Meetings”</b>	the Court Meeting and the General Meeting and <b>“Meeting”</b> means either of them
<b>“members”</b>	members of Powerleague on the register of members at any relevant date
<b>“New Powerleague Shares”</b>	the new ordinary shares of 10 pence each in the capital of Powerleague to be issued and credited as fully paid to Patron Sports Leisure pursuant to the Scheme
<b>“Offer”</b>	a general offer to be made by or on behalf of Patron Sports Leisure for the entire issued and to be issued share capital of Powerleague (not already held by or on behalf of Patron Sports Leisure) and, where the context so requires, any revision, extension or variation thereof
<b>“Offer Period”</b>	the period commencing on 8 April 2009 and ending on the date the Acquisition becomes Effective (or such other date as the Panel may decide
<b>“Offer Price”</b>	52 pence per Powerleague Share
<b>“Ordinary Resolution”</b>	the ordinary resolution to be proposed at the General Meeting in connection with the approval of the Management Arrangements between Patron Sports Leisure and the Management Team as described in paragraph 6 of this announcement
<b>“Panel”</b>	the Panel on Takeovers and Mergers
<b>“Patron”</b>	Patron Capital L.P. III
<b>“Patron Capital”</b>	Patron, Patron Capital L.P. II, Patron Capital L.P. I and all other investments advised by Patron Capital Limited

<b>“Patron Group”</b>	Patron, its subsidiaries and, where the context so permits, each of them
<b>“Patron Sports Leisure”</b>	Patron Sports Leisure S.a.r.l., a company indirectly owned by Patron
<b>“Patron Sports Leisure Board” or “Patron Sports Leisure Directors”</b>	the board of directors of Patron Sports Leisure and <b>“Patron Sports Leisure Director”</b> means any of them
<b>“pounds”, “£”, “pence” or “Sterling”</b>	the lawful currency of the United Kingdom
<b>“Powerleague” or the “Company”</b>	Powerleague Group plc
<b>“Powerleague Board” or “Powerleague Directors”</b>	the board of directors of Powerleague and <b>“Powerleague Director”</b> means any of them
<b>“Powerleague Group”</b>	Powerleague, its subsidiaries, its holding companies, and the subsidiaries of its holding companies and, where the context so permits, each of them
<b>“Powerleague Options”</b>	options issued pursuant to the Powerleague Share Scheme
<b>“Powerleague Shareholders”</b>	holders of Powerleague Shares
<b>“Powerleague Shares”</b>	the ordinary shares of 10 pence each in the capital of Powerleague
<b>“Powerleague Share Scheme”</b>	the Powerleague Group plc Approved and Unapproved Employee Share Option Scheme
<b>“Proposals”</b>	the Scheme and the other matters to be considered at the Meetings and the Management Arrangements
<b>“Registrar of Companies”</b>	the Registrar of Companies in England and Wales, within the meaning of the Act
<b>“Regulatory Information Service”</b>	any channel recognised as a channel for the dissemination of regulatory information by listed companies as defined in the listing rules made by the FSA pursuant to section 73A of the Financial Services and Markets Act 2000
<b>“Resolutions”</b>	the Special Resolution and the Ordinary Resolution
<b>“Scheme”</b>	the scheme of arrangement proposed to be made under Part 26 of the Act between Powerleague and the Scheme Shareholders to implement the Acquisition, with or subject to any modification, addition or condition approved or imposed by the Court and/or agreed by Powerleague and Patron Sports Leisure
<b>“Scheme Document”</b>	the document to be posted to Powerleague Shareholders and others containing, inter alia, the Scheme and the notices of the Meetings
<b>“Scheme Record Time”</b>	6.00 p.m. on the business day immediately prior to the Court Hearing

<b>“Scheme Shareholders”</b>	holders of a Scheme Share and <b>“Scheme Shareholder”</b> shall mean any one of those Scheme Shareholders
<b>“Scheme Shares”</b>	Powerleague Shares: (a) in issue at the date of this announcement; (b) (if any) issued after the date of this announcement but before the Voting Record Time; and (c) (if any) issued on or after the Voting Record Time but before the Scheme Record Time on terms that the original or any subsequent holders are bound by the Scheme or in respect of which such holders shall have agreed in writing to be so bound, in each case, other than the Excluded Shares
<b>“Special Resolution”</b>	the special resolution to be proposed at the General Meeting in connection with, amongst other things, amendments to be made to the Articles, the approval of the Scheme and the sanctioning of the related Capital Reduction
<b>“Third Party”</b>	any central bank, government, government department, or governmental, quasi-governmental, supranational, statutory, regulatory or investigative body, authority (including any national anti-trust or merger control authority), court, trade agency, association, institution or professional or environmental body or any other similar person or body in any relevant jurisdiction
<b>“UK” or “United Kingdom”</b>	the United Kingdom of Great Britain and Northern Ireland
<b>“Voting Record Time”</b>	6.00 p.m. on the day which is two days before the date of the Court Meeting or, if such Court Meeting is adjourned, 6.00pm on the day which is two days before the date of such adjourned meeting

All times referred to are London times unless otherwise stated.

Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender.