

TERM SHEET
Norfolk FB Holdings LLC/Norwich City F.C.
(January 19, 2023)

BACKGROUND

1. On September 13, 2022, Norfolk FB Holdings LLC (“**Norfolk**”) and Norwich City Football Club plc (“**NCFC**”) entered into a subscription agreement pursuant to which Norfolk purchased 10,000,000 C Preference Shares (as defined in the articles of association of NCFC (the “**Articles**”)) of NCFC for 10,000,000 GBP.
2. On September 13, 2022, Norfolk entered into share purchase agreements with Michael Foulger (and related parties), Pleasure & Leisure Corporation PLC and Peter William Sharman/JT Holder pursuant to which Norfolk acquired, in aggregate, 132,697 Ordinary Shares of NCFC for 3,317,425 GBP.
3. On December 14, 2022, NCFC issued an unsecured promissory note for a principal sum of 2,109,360 USD and Norfolk purchased such note in accordance with the terms of the unsecured promissory note (the “**First Promissory Note**”).
4. On December 19, 2022, NCFC issued an unsecured promissory note for a principal sum of 7,692,300 USD and Norfolk purchased such note in accordance with the terms of the unsecured promissory note (the “**Second Promissory Note**”).
5. Unless otherwise defined in this Term Sheet, terms defined in this Term Sheet shall have the meaning given that term in the shareholders’ agreement entered into between NCFC, Norfolk and Delia Ann Smith and Edward Michael Spencer Wynn-Jones (Delia Ann Smith and Edward Michael Spencer Wynn-Jones shall be referred to herein as “**Delia/Michael**”) dated September 13, 2022 (the “**Shareholders’ Agreement**”).
6. At NCFC’s request, Norfolk agrees to provide additional funds to NCFC pursuant to the terms set forth herein.

TERMS

7. On January 20, 2023, Norfolk, NCFC and Delia/Michael shall enter into an investor consent and amendment deed (the “**ICAD**”) to reflect certain consents under the Shareholders’ Agreement and to reflect certain information consistent with the parties’ agreements hereto and hereunder.
8. On January 20, 2023, Norfolk shall make available to NCFC the equivalent of 1,634,700 GBP in US dollars at the applicable exchange rate pursuant to the debt documentation to be entered into that provides for 11% interest (compounding monthly), a maturity date of September 1, 2023, and a negative pledge from NCFC (“**Loan Agreement (1,634,700 GBP)**”).
9. On January 20, 2023, Norfolk shall make available to NCFC 4,862,800 GBP pursuant to the debt documentation to be entered into between Norfolk and NCFC (“**Loan Agreement (4,862,800GBP)**”). The Loan Agreement (**4,862,800GBP**) shall provide for (i) a maturity date of February 6, 2023, (ii) a negative pledge from NCFC, and (iii) the Loan Agreement (4,862,800GBP) to be repaid in full (and not in part) by NCFC, either:

- a. by paying to Norfolk an amount equal to the product of (x) 2.0, and (y) the principal of the Loan Agreement (4,862,800GBP)(9,725,600 GBP) (the “**Cash Repayment**”) on or before the maturity date; or
 - b. by capitalizing the principal of the Loan Agreement (4,862,800GBP) for 194,512 Ordinary Shares of NCFC (i.e., at 25 GBP per Ordinary Share) on a fully diluted basis (the “**Capitalization**” and the issuance of 194,512 Ordinary Shares on a fully diluted basis being the “**Proposed Share Issue**”), such that Delia/Michael and Norfolk each hold 40.33% of the outstanding shares of NCFC.
10. To the extent that NCFC opts to repay the Loan Agreement (4,862,800 GBP) by way of Capitalization:
- a. NCFC agrees to issue a notice to the shareholders of NCFC by January 31, 2023 and to schedule the shareholders’ meeting for a date that is fourteen (14) clear days from the date of the issuance of such shareholder notice and in any event before 17 February to approve (i) the disapplication of the requirements set out in section 561(1) of the Companies Act 2006 (as amended) (“**CA06**”) in respect of the Proposed Share Issue, in accordance with section 570 of the CA06, and (ii) the allotment of the number of Ordinary Shares in respect of the Proposed Share Issue, in accordance with section 551 of the CA06.
 - b. Delia/Michael, as the controlling owners of NCFC, shall vote all of their Ordinary Shares of NCFC approving and/or voting in favor of: (i) the issuance of the Proposed Share Issue, (ii) the disapplication of the requirements set out in section 561(1) of the CA06 in respect of the Proposed Share Issue, in accordance with section 570 of the CA06, and (iii) the allotment of the number of Ordinary Shares in respect of the Proposed Share Issue, in accordance with section 551 of the CA06.
 - c. NCFC shall ensure that all requirements and procedures are taken pursuant to its Articles, the CA06 and the Shareholders’ Agreement to approve the Capitalization and the Proposed Share Issue. Any shareholder resolution(s) of NCFC, or notice thereof, shall not be issued to the shareholders of NCFC unless such shareholder resolution, or notice thereof, has been approved in writing by Norfolk.
 - d. In connection with any shareholder resolution(s) of NCFC in respect of the Proposed Share Issue, Delia/Michael shall vote in favor of any such shareholder resolution to give full effect to the Proposed Share Issue and, together with the Club, shall use best efforts to procure other shareholders of NCFC vote in favor of the relevant shareholder resolution. Notwithstanding the outcome of any such shareholder resolution, Delia/Michael shall agree to waive the benefit of any pre-emption rights in respect of the Proposed Share Issue.
 - e. Upon the approval of the issuance of the Proposed Share Issue at the shareholders’ meeting, NCFC shall register such new shares and provide Norfolk with an accompanying share certificate, update its shareholder register accordingly and make the relevant filings with Companies House.
 - f. As between Norfolk and Delia/Michael, Norfolk agrees that Delia/Michael shall retain their respective titles and management rights consistent with the rights Delia/Michael had immediately prior to the transaction(s) contemplated by this Term Sheet under the Shareholders’ Agreement and applicable law/regulations.

- g. For sake of clarity, NCFC's decision to repay the Loan Agreement by way of Capitalization shall not constitute a Trigger Event under the NCFC corporate documents.
11. In the event this Term Sheet is fully executed, as quickly as possible thereafter, Norfolk and NCFC shall enter into amendment letters in respect of the First Promissory Note and the Second Promissory Note, pursuant to which: (i) the maturity date of the First Promissory Note and the Second Promissory Note shall be extended to September 1, 2023, and (ii) a negative pledge from NCFC shall be granted under the First Promissory Note and the Second Promissory Note.
 12. For a period of three (3) years from the date of the execution of this Term Sheet, Norfolk commits to vote its shares consistent with and in favor of Delia/Michael and their shares; provided, however, that Norfolk shall not be required to waive any of its rights under agreements previously entered into by Norfolk relating to NCFC.
 13. Notwithstanding the foregoing, if NCFC receives the funds from the Ecotonian loan (on the terms as most recently provided to Norfolk, the "**Ecotonian Financing**") prior to January 20, 2023, then the terms of this Term Sheet shall have no force or effect (*i.e.*, Norfolk shall not make available the Loan Agreement (1,634,700 GBP) and the Loan Agreement (4,862,800 GBP)) and NCFC shall immediately pay in full all outstanding sums owed to Norfolk (principal, interest and Norfolk legal fees) pursuant to the applicable Norfolk Loans.
 14. If NCFC has not received the funds from the Ecotonian Financing by February 15, 2023, then commencing as of February 20, 2023, and continuing through to June 30, 2023, Norfolk shall provide NCFC with a line of credit up to an aggregate amount of the equivalent of 21,000,000 GBP (at the applicable exchange rate for USD), pursuant to a loan agreement (the "**Line of Credit**") to fund NCFC operations. Any drawn amount under the Line of Credit shall bear interest at 11% (compounding monthly), have a maturity date of September 1, 2023, and provide a negative pledge from NCFC. For purposes of any draw amount to be taken by NCFC, NCFC must produce a **Draw Request** which Draw Request shall include the requested amount and the specific purposes for which the relevant funds will be used by NCFC. Such Draw Request shall be granted (with proper legal documentation) if the intended purposes are for legitimate business purposes, consistent with the NCFC budget, and approved by the NCFC Finance Committee. Notwithstanding the foregoing, if NCFC receives the funds from the Ecotonian Financing at any date subsequent to NCFC's first draw under the Line of Credit, then:
 - a. Norfolk shall have no further obligation to provide any amounts under the Line of Credit to NCFC; and
 - b. NCFC shall immediately pay in full all outstanding sums owed to Norfolk (principal, interest and Norfolk legal fees) pursuant to the Norfolk Loans (where applicable, as amended pursuant hereto).
 15. On September 1, 2023, NCFC shall repay in full (principal and interest and Norfolk legal fees) to Norfolk all sums owed under each of the Norfolk Loans in US dollars (unless, in respect of the Loan Agreement (4,862,800 GBP) only, repaid by way of Capitalization).

[cont.]


MISCELLANEOUS

16. The terms of this Term Sheet shall be set forth in long form agreements to be executed by Norfolk, NCFC and Delia/Michael expeditiously. Until such long form agreements are agreed and fully executed, this Term Sheet shall constitute a binding and enforceable obligation on all parties.
17. A person who is not a party to this Term Sheet has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any terms of this Term Sheet.
18. This Term Sheet may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The parties may enter into this Term Sheet by executing any such counterpart.
19. The provisions in clause 22 (*Arbitration*) and 23 (*Governing law and jurisdiction*) of the Shareholders' Agreement apply this Term Sheet, except that references to the "Deed" shall be construed as references to this Term Sheet.

IN WITNESS WHEREOF, the parties have executed this Term Sheet as at the date first written above.

NORWICH CITY FOOTBALL CLUB PLC

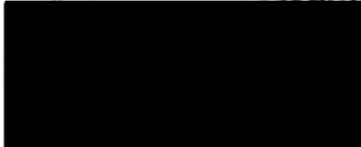
acting by

By: 
Name: ZOE WEBBER
Title: EXECUTIVE DIRECTOR

DELIA ANN SMITH



EDWARD MICHAEL SPENCER WYNN-JONES



NORFOLK FB HOLDINGS, LLC

acting by **CANARY MANAGEMENT LLC,**

its sole manager



Name: Mark Attanasio

Title: Manager