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By email and courier

10th September 2014

Our Ref GM/DOD/DH1533/1

Your Ref: EMN/MOS 01406965

Rory McIlroy v Horizon Sports Management Limited, Gurteen Limited and Canovan Management Services Limited
The High Court: 2013 No 10341P (2013 No 148 COM)

Dear Sirs

We refer to your letter of 5th September 2014.

In the opening paragraphs of your letter you again engage in unfounded criticism of the Defendants which is clearly irrelevant to the question of Discovery. We are however obliged to respond.

William Fry previously pointed out that your patently inaccurate characterization of events raised issues of credibility and motive. They also correctly alleged that certain legal arguments being adopted by Mr. McIlroy were no more than cynical devices designed to extricate him from his continuing legal obligations to pay lawfully due commissions to the Defendants.

The matter of the alleged misrepresentation by our clients in relation to Mr. McDowell's commission rates fits squarely into the category of such cynical devices. Firstly, there is no basis whatsoever to the allegation that there were any representations made to Mr. McIlroy in relation to Mr. McDowell's commission rates. However, secondly, the actual difference between Mr. McIlroy's rates and Mr. McDowell's rates was in any event negligible. As you are aware, both Mr. McIlroy's and Mr. McDowell's respective off course income represents the vast majority of their annual earnings. The 'off course' commission rates of both players were identical at 20% at the date of the commencement of Representation Agreement in 2011. The 'on

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course' commission rates at this time were 5% and 3% respectively. There is therefore no basis whatsoever for you to allege 'significantly inferior terms' for Mr. McIlroy.

Your continued criticisms of our clients completely ignores the central and fundamental commercial reality of the relationship between Mr. McIlroy and the Defendants. Our clients were extraordinarily successful in building a very strong commercial platform for Mr. McIlroy on the basis of which he has already been paid in excess of \$70 million over the past 2 years and on the basis of which he will, or at least should, earn several hundred million dollars more during the period that our clients remain his agent. His thanks was to hijack the commercial platform and management structure built by our clients and attempt to avoid paying the agreed commissions or indeed any commission to the Defendants.

The Defendants remain Mr. McIlroy's lawful agent to this day and will continue to be entitled to their full commissions for some years to come.

Additionally, it is our clients' firm belief that Mr. McIlroy's intentions in instructing his legal team to controversially drag Mr. McDowell into these proceedings by way of the Amended Pleadings was to exert extreme pressure on Mr. McDowell and to severely damage Mr. McDowell's relationship with the Defendants.

The Discovery sought in Categories 1 and 2 as set out in your letter of 5th September 2014 will involve another review of in excess of 30,000 documents. You have already put our clients to the trouble and cost of reviewing over 100,000 documents twice before when seeking copy documents in the summer of 2013, prior to the issue of these proceedings, and during earlier Discovery. This latest Discovery request is grossly excessive and inappropriate and unnecessary in relation to the issues.

Category 1

Our clients are not agreeable to the Category as proposed in your letter of 5th September 2014. They repeat their offer, contained in our letter of 29th August and for the reasons set out in that letter, to make Discovery of the following Category:

All documents, created up to and including 21st December 2011 containing any written or referring to any oral representations made by Conor Ridge and/or the Defendants, or any of their servants or agents (including for the avoidance of doubt legal advisers), to the Plaintiff, in relation to the Plaintiff's contractual terms (or any of the terms) with any of the Defendants which said representations include comparisons made with or contrasts made between

the contractual relationship between Graeme McDowell and the First Named Defendant (or any of the Defendants).


Category 2

Our clients are not agreeable to the Category as proposed in your letter of 5th September 2014. They repeat their offer, contained in our letter of 29th August and for the reasons set out in that letter, to make Discovery of the following Category:

Copies of the Representation Agreement and any amendment agreements and all invoices which reflect Mr. McDowell's commissions from the commencement of his Representation Agreement to the date of institution of proceedings.

In anticipation of the Plaintiff's Motion and Grounding Affidavit please comply with Order 122 Rule 9 of the RSC and serve them on us before 5pm on Thursday 11th September.

Yours faithfully


G J Moloney

