

BEFORE THE DISCIPLINARY COMMITTEE OF BCCI

In the matter of disciplinary  
proceedings against Mr.Lalit K.Modi

STATEMENT OF MR.JOHN LOFFHAGEN

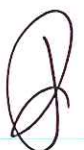
I, John Loffhagen son of Denis Loffhagen, aged 47 years, having office at McCormack House, Burlington Lane, Chiswick W4 2TH do hereby solemnly affirm and sincerely state as follows:

1. I am the Director of Legal Services at International Management Group (UK) Limited ("**IMG**"). I have been working with this organization since the year 1998. The scope of my work in relation to IPL is drafting of legal and other related documents. In the course of my work, I have prepared certain legal documents for the IPL including the ITT for the eight franchisees that came to be published in December, 2007 (the "**2007 ITT**") and the ITT for the two new franchises that came to be published on 22nd February 2010 (the "**2010 ITT**").
2. I say that in course of my work relating to the 2007 ITT, I interacted principally, as regards BCCI executives, with Mr.Lalit K.Modi, the Chairman of the IPL Governing Council at the relevant time. I am informed that Mr. Lalit Modi is facing disciplinary proceedings and that one of the charges against him relates to the execution of the final Franchise Agreement with Jaipur (IPL) Pvt Ltd, rather than the successful bidder for the city of Jaipur which was Emerging Media IPL Ltd., represented by Mr. Manoj Badale. In this regard, I state that some of the successful bidders were, at the time of the submission of their bids and thereafter, forming their corporate structures and I was not involved in that process. However, IMG



was involved in taking the names of such entities that ultimately signed the franchise agreements. Jaipur IPL Pvt Ltd did not, I believe, show IMG any documents to prove their connection with Emerging Media IPL Ltd or Mr. Manoj Badale prior to the signature of the franchise agreement by Jaipur IPL Pvt Ltd. I was recently shown by the President of BCCI certain documents that disclosed Mr. Ranjit Bharthakur and Mr. Fraser Castellino were the only shareholders in Jaipur IPL Pvt Ltd on the day the above-mentioned franchise agreement was signed. I do not recall advising Mr. Modi specifically as to whether he should sign this franchise agreement or not. If I had been aware that there was no connection of any kind between Jaipur IPL Pvt Ltd and Emerging Media IPL Ltd I would not, if my advice had been sought, have advised Mr. Modi to sign the franchise agreement in the absence of a proper explanation. I am unable to recollect whether any explanation was provided at the relevant time.

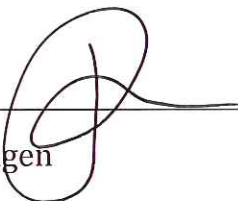
3. I am also informed that Mr.Lalit K.Modi is facing the charge of inserting certain clauses in the 2010 ITT which pertained to the provision of a bank guarantee for the amount of Rs.460 Crores and minimum net worth of USD 1 Billion without the authority of the IPL Governing Council. In this regard, I submit that I was responsible for preparing this 2010 ITT. Originally, I had prepared a draft ITT in late 2009 and I am given to understand that this draft was placed before the IPL Governing Council and approved at its meeting held on 17<sup>th</sup> December, 2009. Subsequently, there were certain amendments carried out to this document on the instructions of Mr.Lalit K.Modi as referred to below. On Saturday, the 20<sup>th</sup> of February, 2010, I understand that there was a meeting between Mr.Peter Griffiths of IMG, Mr.Sundar Raman, COO of IPL and Mr.Lalit K.Modi in Mumbai. Mr.Peter Griffiths was filling in for me since I was in the UK at the time. Mr. Griffiths called me at my house on Saturday 20<sup>th</sup> February and my understanding was that Mr. Griffiths was passing to me changes to the ITT which had been requested by Mr. Modi during their meeting. During the course of my conversations with Mr. Griffiths, I was informed that Mr.Lalit K.Modi had asked for inter-alia the three



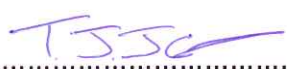
new clauses to be inserted in the final document before publication namely Clause 2.3.2, 4.4 and 2.3.5, along with changes to 7.1.a which involved the inclusion of a bank guarantee in respect of the performance deposit. Therefore, I carried out these alterations which were included in the final document prior to publication.

4. I was asked to explain these circumstances by the President, BCCI and I have addressed an email to him on 29<sup>th</sup> May, 2010 giving the two different documents as well as the comparison to bring out the changes made.
5. I am swearing to this Statement to place the above facts on record. The fore-going statements are true.

Solemnly affirmed at McCormack House, Hogarth Business Park, Chiswick, London W4 2TH on this 7<sup>th</sup> day of September 2010 by JOHN LOFFHAGEN.

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John Loffhagen 

Witness Name..... Thomas Jeans .....

Witness Signature.....  .....

Witness Name..... LOUISE ODELL .....

Witness Signature.....  .....

