



MSM SATELLITE (SINGAPORE) PTE. LTD.

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Company Registration No. 199505209K

By Email

June 2, 2010

To
Mr. Shashank Manohar (President) / Mr. N. Srinivasan (Honorary Secretary)
The Board of Control For Cricket in India ('BCCI')
Wankhede Stadium
Mumbai

Dear Sir,

We write further to the meeting our representatives had with you on 30th May, 2010 and in response to your letter of the same date.

You have made a representation to us at the meeting by way of inter alia your above letter, and documents shown to us at the meeting and in particular the letter dated on or about 24th March, 2009 from World Sports Group Mauritius ('WSG') to BCCI and the letter dated on or about 24th / 25th March 2009 from BCCI to WSG as briefly and partially shown to us, that on or about 24th March, 2009 the Indian Sub Continent Media Rights had already reverted to BCCI and consequently on 25th March 2009 there existed no Media Rights with WSG that would enable them to provide facilitation services / relinquishment of rights in favour of MSM Satellite (Singapore) Pte Ltd ('MSMS'). According to you on the basis of such misrepresentation WSG induced MSMS to agree to pay monies under the Deed for The Provision of Facilitation Services dated 25th March, 2009 ('Deed') which amount actually belonged to the BCCI, and hence, you concluded that no amount was lawfully payable by MSMS to WSG under the aforesaid Deed. Accordingly you have called upon MSMS to pay over the balance facilitation fee to BCCI.

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MSMS wishes to state in response that it has taken a serious note of your representation and considering the gravity involved and the ramifications thereof, MSMS has been advised by its counsel that MSMS should favorably consider BCCI's demand for the balance amount of the facilitation fees amounting to Rs. 300 Crores as per annexed payment schedule ('Annexure A') subject to BCCI fulfilling the following requests:

1. BCCI will provide MSMS with copies of the relevant correspondence with WSG including the letters dated 24th March and 25th March, 2009 as briefly and partially shown to MSMS during the aforesaid meeting and also the agreements dated 15th and 23rd March, 2009 between BCCI and WSG, along with any other relevant documents in support of your letter dated 30th May, 2010;
2. BCCI expressly confirms that the Media Rights License Agreement dated 25th March 2009 ('MRLA') is valid and binding and shall be acted upon by the parties in good faith and in compliance thereof;
3. BCCI agrees to delete Clause 10.4 of the MRLA and also to enter into such other agreements as may be mutually agreed with MSMS to more fully carry out the terms of the understanding set out herein;
4. If any proceedings are initiated against MSMS before a competent court/authority in relation to any payments that may be made to BCCI pursuant to its above letter of 30 May 2010, BCCI will in good faith actively assist and support MSMS in establishing its defence, and
5. The understanding as set out herein and in any future understanding in this respect shall be treated in strict confidence by both parties.

We look forward to an early meeting.

Yours sincerely,

for MSM Satellite (Singapore) Pte Ltd.


Name : Andrew Kaplan

Title : Director





- (b) If, in respect of any IPL season, the number of Franchises decreases below 8 such that the aggregate total number of Matches in such season decreases, the Per Season Amount payable in respect of such season shall be reduced in accordance with the following formula:

Per Season Amount - (DIVIDED by) 59 (being the original number of Matches) x (MULTIPLIED BY) the number of Matches below 59 = the incremental decrease in the Per Season Amount for that IPL season.

- (c) If any scheduled Match is affected for reason of terrorism or war (including without limitation the threat of terrorism or war), the Per Season Amount shall be reduced on a pro-rated basis for each such Match, it being agreed that for these purposes a Match shall not be deemed "affected" if (i) both competing Teams have arrived at the relevant Venue and (ii) the Match umpires have taken to the field for the purposes of commencement of play of such Match.
- (d) If any season of the IPL is not played in its entirety or no Feed is produced in respect thereof, then no Per Season Amount shall be payable by MSMS in respect thereof.
- (e) Any reduction in any Per Season Amount arising as a result of the operation of sub-Clause 2 (b), (c) or (d) above shall be achieved either by, at MSMS's request, (A) (in respect of Clause 2 (c) only) a refund of such amount from BCCI to MSMS within 45 days after the scheduled date of such (as relevant) season or Match; or (B) (in respect of Clause 2 (b), (c) and (d)) deducting the relevant amount from any subsequent **Per Season Amount or fee payable under the Media Rights License Agreement dated 25th March, 2009**. In the event that:
- (i) no Per Season Amount remain to be paid following such (as relevant) affected season or Match; or
 - (ii) the remaining Per Season Amount are insufficient to absorb the entire deduction arising as from such (as relevant) affected IPL season or Match, or

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- (iii) **the remaining fee payable under the Media Rights License Agreement dated 25th March, 2009 is insufficient to absorb the entire deduction arising as from such (as relevant) affected IPL season or Match, or**

then a balance payment reflecting the amount due shall be made by BCCI to MSMS within 30 days of MSMS's demand therefor.

- (f) All amounts due under this Payment terms shall be subject to such deduction and withholdings as may be applicable under applicable laws.
 - (g) Unless otherwise defined, in this Payment terms capitalized words and phrases shall have the meanings ascribed thereto in the **Media Rights License Agreement dated 25th March, 2009**:
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