Dear Lalit,

Please find attached the draft minutes of IPL GC for your approval and circulation. Kindly circulate it whenever you have had the time to go through it as Mr Pandove will require the budget for approval.

I am also attaching the budget sheet which is required to be sent to Mr Pandove separately for timely payment.

Regards
Sundar
Minutes of the Governing Council Meeting of Indian Premier League
held on 17th December 2009 at 04:00 PM at Cricket Centre, Wankhade Stadium, Mumbai

The following members were present:

1. Mr. Lalit Modi  
2. Mr. Niranjan Shah  
3. Mr. Arun Jaitley  
4. Dr. Farooq Abdhullah  
5. Mr. I S Bindra  
6. Mr. Rajiv Shukla (part)  
7. Mr. M A K Pataudi  
8. Mr. Ravi Shastri  
9. Mr. Sunil Gavaskar  
10. Mr. Anurag Thakur  
11. Mr. Shashank Manohar  
12. Mr. N Srinivasan  
13. Mr. Sanjay Jagdale  
14. Mr. M P Pandove

In Attendance:
1. Mr. Sundar Raman  
2. Ms. Radhika Moolraj  
3. Ms. Poorna Patel

1. Chairman welcomed the members. Leave of absence was granted to Mr. Rajeev Shukla and Mr. Chirayu Amin

2. Confirmation of the Previous Governing Council Meeting held on 2nd September 2009

   The minutes of the previous meeting was approved.


   Members noted the post event report that was presented and circulated. The members recommended the following for 2010
   a) Strategic time-out: Mandatory Bowling time out to be taken between overs 6 and 8 and batting time out between 13 and 15.

4. Update from Bangkok Franchisee Meeting

   a. Player Trading regulation 2010 and Update
Members approved the trading regulations and have requested to delete the Cricket Australia specific regulations on their contracted players. Members also felt that IPL or the franchisees should not encourage player’s representatives or agents when dealing with player’s security. It was decided to blacklist Essentially Group, player agents, who were writing on behalf of player’s security to IPL and franchisees and were also seen as acting at the behest of FICA.

Chairman also explained to members that franchisees are enticing players from other franchisees forcing trade. Specific case of Mr Yuvraj Singh was discussed. Members strongly opposed this and condemned the behavior of Mr Singh. Members recommended any such behavior based on a written complaint by either the franchise and/or player should be dealt with immediately and with severity by the Chairman with all involved parties. It can include extending a ban on the player from IPL and BCCI matches.

b. Pakistan Players

Members noted the contents of the report and agreed with the recommendations to feature the players with valid documents and visa in the auction

c. New Auction purse

Members approved the contents of the report and approved the purse of USD 750,000 for the 2010 auction.

d. Infrastructure improvements and requirements

Members noted the contents of the report and agreed to review it progress at each GC meeting. It was also recommended that all IPL venues have turnstiles and CCTVs as centrally negotiated and deducted from infrastructure subsidy for the respective associations. It was also recommended to start the permanently cabling for television production in all IPL venues starting with minimum 2 venues completed before IPL 2010.

e. Franchisee compensation: Discussion and next steps

Mr. Sundar Raman presented the report & discussions on 2009 compensation as claimed by all the franchisees. He also explained criteria for permitted claim as discussed by the members in the GC held on Aug 11, 2009. Members reiterated that claim will be permitted only on the loss of revenue due to Ticketing (as per audited statements of 2008) and all other losses claimed were disallowed. It was agreed that the total claim payable will be INR 10.7Cr + actual ticketing revenue of 2008, 10.8Cr being the costs (as apportioned) incurred by IPL on behalf of the franchises in hosting the event in SA.
From the audited 2008 ticket revenue, the amount of 10.7 Crores is deducted as saving to Franchisees on match staging costs since IPL incurred costs for match staging. Further an amount of Rs. 2.59 Crores has been deducted as approximate payment by IPL for 2009 ticketing revenue. As per calculations, the amount due will be Rs. 2.65 crores to Delhi Daredevils and Rs. 0.76 Lakhs to Bangalore Royal Challengers. It was further decided that IPL will not recover any amount from the Franchisees on the loss calculations.

5. **Expectation of Franchisees on share of Income from CLT20**

   Since this is a matter for BCCI to consider the share payable, if any, members decided to place the matter to BCCI Working Committee for their consideration.

6. **Staffing plan and new appointments: Update**

   Members approved the following appointments

   James Rego – Director, Broadcast services. His appointment will be effective 1st January 2010. Members authorized the Chairman to decide on the remuneration and terms of appointment.

   Utkarsh Singh – Director, Marketing. His appointment will be effective 1st January 2010. Members authorized the Chairman to decide on the remuneration and terms of appointment.

   It was decided that the Tournament Director / Director/Manger of Cricket Operations be appointed as temporary assignment every year. For the year 2010, it has been decided to appoint Mr. Nigel Laughton for a four month period from February. Members authorized the Chairman to decide on the remuneration and terms of appointment.

   Ms. Poorna Patel who was previously appointed as Manager Hospitality with no salary has been appointed for a period of 5 years from August 2009 with a remuneration of Rs. 28 Lakhs per annum as Manager, Marketing Services.

7. **New Commercial Rights for IPL**

   a. **Ratification and approval of IPL theatrical tender**
      Members approved the tender subject to the Tax opinion from Mr Soli Dastur.

   b. **Central Licensing - IPL Watches and Men's accessories**
      Members approved the proposal for Central Licensing of IPL watches and Men's accessories with Finex distributor.

8. **IPL Season 2010**

   a. **Budget & Vendor approval**
Members approved the budget for the year 2010 (Annexure – A). Members also requested the Chairman that in future a hard copy of the budget be circulated well in time so that the same can be studied before the meeting. The following vendor’s were also approved:

i. DNA – Opening & Closing ceremony, Match day entertainment for the play offs.
ii. ITC – Catering services for play offs.
iii. Carving Dreams – Hospitality services for play offs.
iv. TCM – Stadium Branding (Look & Feel)
v. Technology Frontiers – Replay screens
vi. IMG Media – Production services
vii. Zoom Communications – Kits & Facilities suppliers
viii. Marketing and advertising promotions: Ogily&Mather (O&M) for production of Advertisements including creatives, GroupM for Media buying, Quasar Media promotions on internet & Adfactors for PR.

b. Ratification of Semi Finals and Final

It was proposed that Semi Finals for IPL 2010 will be held in Bangalore and the Finals will be held in Mumbai. It was also mentioned that previously, it was approved by GC that 25% of the net revenue from each of the Semi finals will be paid to the previous year’s losing semifinalists and 50% of the net revenue will be paid to the winners of the previous year. However it was explained that henceforth the entire income from Playoffs should be to IPL and that the venue should be decided by IPL alone. Members approved the proposal.

9. Emerging Media: Consideration to move to Ahmedabad as permanent venue

Members did not approve the request of Emerging Media to move to Ahmedabad as permanent venue and requested the Chairman to relook at the schedule whereby Jaipur also hosts some of the matches.

10. IPL season 2011: New Franchisees

Members approved the proposal of including 2 new franchisees from the year 2011 and approved the reserve price at USD 225 Million for 10 years and similar terms as existing franchises for period beyond that.

11. IPL Season 2011: Players

Chairman presented 7 of the 8 franchises views to feature all players in the auction for 2011 season. Members deliberated on this and felt there should be continuity in teams and that a minimum of 4 Indian players and 3 foreign players should be retained by the existing Franchisees. Mr Manohar recommended Team India contracted players be restricted to play no more than 14 matches of
IPL in any season. Members requested that the Chairman work out the modalities and place the regulations in the next Governing Council for final approval.

12. Travel Partner tender
   Members approved the issuance of travel partner tender and requested the Chairman to release the same and finalize the travel partner.

13. Ratification of Agreements & Contracts
   Members approved the appointments of IMG Media, TAM and Repucom.

14. Marketing Plans & Media Plans
   Members approved the Marketing and Media plans for IPL 2010

15. Letters by KXIP
   Members felt that the matter of underwriting KXIP’s revenue for the shift to Dharamshala is a private matter between KXIP and Himachal Pradesh Cricket Association and that IPL cannot underwrite the revenue to KXIP. The decision is left to KXIP if they want to play in Dharmshala or not and that IPL cannot force the franchisees to play a match,

16. Any other item with permission of the Chair
   It has been decided to pay Honorarium to the following people who were involved in organizing IPL in South Africa upto a total amount of INR 15 Lakhs. Members authorized the Chairman to decide on the break-up. The staff identified were - Prasanna Kannan, S Murali, P R Venkatsubramanian, Nilesh Dhulap, Marvine D’souza & Dalpat Vadolikar.

   The meeting ended with thanks to the Chair.
## Budget for IPL 2010

<table>
<thead>
<tr>
<th>INCOME</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Media Rights Income</td>
<td>24,222</td>
<td>36,496</td>
<td>38,360</td>
</tr>
<tr>
<td>Franchisee Consideration</td>
<td>28,944</td>
<td>28,944</td>
<td>28,944</td>
</tr>
<tr>
<td>Sponsorship Income</td>
<td>11,100</td>
<td>11,700</td>
<td>11,900</td>
</tr>
<tr>
<td>Other Income</td>
<td>710</td>
<td>765</td>
<td>235</td>
</tr>
<tr>
<td>Play off Income (Net of Expenses)</td>
<td>-</td>
<td>-</td>
<td>200</td>
</tr>
<tr>
<td><strong>TOTAL INCOME</strong></td>
<td><strong>64,976</strong></td>
<td><strong>77,904</strong></td>
<td><strong>79,630</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURE</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>League Expenses</td>
<td>5,080</td>
<td>6,960</td>
<td>8,850</td>
</tr>
<tr>
<td>Share of Net Central Rights to Franchisees</td>
<td>22,023</td>
<td>30,755</td>
<td>31,268</td>
</tr>
<tr>
<td>Subventions to Associations</td>
<td>20,261</td>
<td>20,261</td>
<td>20,261</td>
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<tr>
<td>Agency Fees and Commission</td>
<td>4,407</td>
<td>3,390</td>
<td>2,690</td>
</tr>
<tr>
<td>Players Fees (Net of income)</td>
<td>208</td>
<td>37</td>
<td>37</td>
</tr>
<tr>
<td>Prize Money</td>
<td>1,275</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>Sponsor Tickets &amp; Hospitality</td>
<td>1,278</td>
<td>1,661</td>
<td>3,600</td>
</tr>
<tr>
<td>Accreditation</td>
<td>118</td>
<td>193</td>
<td>250</td>
</tr>
<tr>
<td>Score Board and Stadium Branding Expenses</td>
<td>694</td>
<td>1,537</td>
<td>1,072</td>
</tr>
<tr>
<td>Opening and closing Ceremony Expenses</td>
<td>619</td>
<td>1,494</td>
<td>1,400</td>
</tr>
<tr>
<td>Advertisement &amp; Promotions</td>
<td>3,296</td>
<td>4,780</td>
<td>4,558</td>
</tr>
<tr>
<td>Admin Expenses</td>
<td>1,612</td>
<td>2,325</td>
<td>2,997</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>2,620</td>
<td>6,192</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURE</strong></td>
<td><strong>63,491</strong></td>
<td><strong>81,085</strong></td>
<td><strong>78,482</strong></td>
</tr>
<tr>
<td><strong>Surplus / (Deficit)</strong></td>
<td><strong>1,486</strong></td>
<td><strong>(3,181)</strong></td>
<td><strong>1,157</strong></td>
</tr>
</tbody>
</table>

Note:
1. The numbers for 2008 and 2009 represents Actual audited figures except for the Admin expenses for 2009 which are budgeted.
2. Income from Theatrical rights has been assumed at Rs. 10 Crores.
Subject: RE: Sony Commercial Airtime
Sender: Sundar <sundar@iplt20.com>
Recipient: Manning, Paul <PManning@csi-sports.net>, Ikm@iplt20.com
Copy: Wildblood, Andrew <Andrew.Wildblood@imgworld.com>, Griffiths, Peter <Peter.Griffiths@imgworld.com>
Date: 30.01.2010 15:25

Agree. Option 1 else settle for option 3.

We also need to make an amendment to the 150 seconds of advertising time that they need to give us during each match telecast. We had the discussion with them on this and have agreed to the following...

IPL can show a commercial ad as a part of the global feed not interrupting a commercial break – eg. Between balls, we can broadcast a commercial ad on the giant screen (or recreate a giant screen look as a part of global feed) and show that as a part of the global feed. As long as we don’t interrupt their commercial breaks they don’t have any issues.

Sundar

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: 29 January 2010 19:51
To: 'Ikm@iplt20.com'; Sundar
Cc: Wildblood, Andrew; Griffiths, Peter
Subject: Sony Commercial Airtime

Lalit, Sundar

Please see the attached amendment agreement with Sony that reflects the change to a straight provision of 2,600 seconds of commercial airtime (including in Time Outs) in each fully completed 40 over Match from the original requirement to provide 2,000 seconds plus 600 seconds in the Time Outs, and the removal of the conditions relating to Time Outs.

We need your instructions on an issue arising from the revision of these terms: you may recall last year that Sony disputed when the 2,000 seconds of airtime had to be made available – they said during the Match during and between overs only, whereas we maintained that the 2,000 seconds had to be made available in the “Feed” of each Match, ie from 10 minutes prior to the start of the Match until 10 minutes after the end of each Match. IPL reserved its position on this point.

In drafting the change from 2,000 seconds to 2,600 seconds IPL has 3 options;

1. Expressly state that the obligation is to give Sony the opportunity to insert 2,600 seconds of airtime from 10 minutes prior to the start of each match until 10 minutes after the end of each match, including between and during overs and during Time Outs. Sony will almost certainly object to this.

2. Omit the reference to the timeframe running from 10 minutes before to 10 minutes after the match, and state instead that the 2,600 seconds airtime needs to be made available in the Feed of each match “including between and during overs and during Time Outs”, the word “including” implying not limited to between and during overs, but at other times in the Feed. Sony might not notice this and it would leave us with the argument that the timeframe runs from when the Feed starts until it ends. However, if Sony spot the use of “including” they are likely to guess the reason and object.

3. Change the reference from 2,000 seconds to 2,600 seconds and leave unchanged the rest of the drafting, which would mean Sony would probably make the same argument as last year. still argue that this means airtime within the match only.

If you are happy to argue this issue with Sony, you should choose option 1. If not, then option 3 should be chosen.

Please could you let me know which option you prefer and as necessary I will redraft the amendment. To be clear, the attached should not be sent to Sony as it contains comments for your assistance.
Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imgworld.com

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Mr. Lalit Modi  
Commissioner & Chairman  
Indian Premier League  
BCCI  
India  

Dear Sir,

In light of the Indian Premier League Theatrical Rights Licence Agreement ('agreement/said agreement') entered into between us in January 2010 and in terms of clause 12 of the said agreement permitting, inter-alia, assignment of the Theatrical rights by ESD with the prior written consent of BCCI, we place on record the following request.

For reasons of operational efficiency and availability of ground level pervasive technology, it is considered more prudent if the aforesaid Theatrical Rights for the territory of India are assigned to an Indian entity for distribution. ESD has been approached by Crown Infotainment Private Limited ('CIPL') for assignment of aforesaid rights for distribution. Further, CIPL proposes to enter into a Technology Arrangement with UFO Moviefone India Ltd. ('UFO') and Valuable Media Ltd. ('VML') for providing technological support for theatres and public venue respectively.

ESD proposes, with your prior written consent, as required under clause 12 of the Agreement, to assign the Theatrical Rights for India to CIPL for IPL Seasons 2010 through 2019 for distribution, on a Principal to Principal basis.

ESD undertakes to procure execution of the required documents by CIPL and adherence to the terms and conditions of the Agreement. Further, in terms of the aforesaid Agreement, ESD shall ensure compliance with clause 12 and shall continue to be liable for its obligations towards BCCI notwithstanding the assignment of the Theatrical Rights for the territory of India to CIPL for distribution.

In view of the above submissions, we humbly request to accord your consent for assignment of Theatrical Rights for IPL Seasons 2010 through 2019 to CIPL for distribution for the territory of India.

Thanking you in anticipation.

Yours Sincerely

For Entertainment and Sports Direct

Arun Rangachari
FYI

Hi Sundar

So, they are talking about assigning the benefit of the contract, ie the right to exploit, but not the burden, ie the obligations, eg to pay?

I think it is more appropriate to say IPL will permit them to sub-license not assign the rights to make sure all of the terms applicable to sub-licensing apply, eg the indemnity, etc. We should also require sight of their agreement before they execute.

Finally, sorry to bother you on this when I know you have a thousand things to do; please could you arrange for a copy of the executed theatrical rights agreement to be sent to me?

Best regards.

Paul

*** Sent from my Blackberry wireless handheld ***

From: sundar@iplt20.com <sundar@iplt20.com>
To: Manning, Paul
Cc: Prasanna Kannan <prasanna@iplt20.com>
Sent: Tue Feb 02 05:06:17 2010
Subject: Fw: Request for permission to assign the Theatrical Rights for distribution in India to Crown Infotainment Private Limited

Sent from BlackBerry® on Airtel
From: Arun Rangachari <arun@adivventure.com>
Date: Tue, 2 Feb 2010 06:47:53 +0530
To: <lkm@iplt20.com>
Subject: Request for permission to assign the Theatrical Rights for distribution in India to Crown Infotainment Private Limited

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Commissioner & Chairman
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BCCI
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Arun

No issue. Sending you a confirmation.

Lkm.

Sent from BlackBerry® on Airtel

From: Arun Rangachari <arun@adiventure.com>
Date: Tue, 2 Feb 2010 06:47:53 +0530
To: <lkm@ipl20.com>

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Sunday
Subject: FW: Draft of IPL GC meeting on 17 Dec 2009
Sender: Sundar <sundar@iplt20.com>
Recipient: lkm@iplt20.com <lkm@iplt20.com>
Date: 05.02.2010 04:59

- budget for 2010.xls (122 KB)
- Minutes of the IPL GC Meeting 17th Dec 2009.doc (175 KB)

From: Sundar [mailto:sundar@iplt20.com]
Sent: 29 January 2010 20:04
To: 'lkm@iplt20.com'
Cc: 'prasanna@iplt20.com'
Subject: Draft of IPL GC meeting on 17 Dec 2009

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held on 17th December 2009 at 04:00 PM at Cricket Centre, Wankhade Stadium, Mumbai

The following members were present:

1. Mr. Lalit Modi Chairman
2. Mr. Niranjan Shah Vice Chairman
3. Mr. Arun Jaitley Member
4. Dr. Farooq Abdhullah Member
5. Mr. I S Bindra Member
6. Mr. Rajiv Shukla (part) Member
7. Mr. M A K Pataudi Member
8. Mr. Ravi Shastri Member
9. Mr. Sunil Gavaskar Member
10. Mr. Anurag Thakur Special Invitee
11. Mr. Shashank Manohar President, BCCI
12. Mr. N Srinivasan Hon. Secretary, BCCI
13. Mr. Sanjay Jagdale Hon. Jt. Secretary, BCCI
14. Mr. M P Pandove Hon. Treasurer, BCCI

In Attendance: Special invitees

1. Mr. Sundar Raman Mr Peter Griffiths - IMG
2. Ms. Radhika Moolraj Ms Catherine Simpson - IMG
3. Ms. Poorna Patel

1. Chairman welcomed the members. Leave of absence was granted to Mr. Rajeev Shukla and Mr. Chirayu Amin

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e. Franchisee compensation: Discussion and next steps

Mr. Sundar Raman presented the report & discussions on 2009 compensation as claimed by all the franchisees. He also explained criteria for permitted claim as discussed by the members in the GC held on Aug 11, 2009. Members reiterated that claim will be permitted only on the loss of revenue due to Ticketing (as per audited statements of 2008) and all other losses claimed were disallowed. It was agreed that the total claim payable will be INR 10.7Cr + actual ticketing revenue of 2008, 10.8Cr being the costs (as apportioned) incurred by IPL on behalf of the franchises in hosting the event in SA.
From the audited 2008 ticket revenue, the amount of 10.7 Crores is deducted as saving to Franchisees on match staging costs since IPL incurred costs for match staging. Further an amount of Rs. 2.59 Crores has been deducted as approximate payment by IPL for 2009 ticketing revenue. As per calculations, the amount due will be Rs. 2.65 crores to Delhi Daredevils and Rs. 0.76 Lakhs to Bangalore Royal Challengers. It was further decided that IPL will not recover any amount from the Franchisees on the loss calculations.

5. Expectation of Franchisees on share of Income from CLT20

Since this is a matter for BCCI to consider the share payable, if any, members decided to place the matter to BCCI Working Committee for their consideration.

6. Staffing plan and new appointments: Update

Members approved the following appointments

James Rego – Director, Broadcast services. His appointment will be effective 1st January 2010. Members authorized the Chairman to decide on the remuneration and terms of appointment.

Utkarsh Singh – Director, Marketing. His appointment will be effective 1st January 2010. Members authorized the Chairman to decide on the remuneration and terms of appointment.

It was decided that the Tournament Director / Director/Manger of Cricket Operations be appointed as temporary assignment every year. For the year 2010, it has been decided to appoint Mr. Nigel Laughton for a four month period from February. Members authorized the Chairman to decide on the remuneration and terms of appointment.

Ms. Poorna Patel who was previously appointed as Manager Hospitality with no salary has been appointed for a period of 5 years from August 2009 with a remuneration of Rs. 28 Lakhs per annum as Manager, Marketing Services.

7. New Commercial Rights for IPL

a. Ratification and approval of IPL theatrical tender
Members approved the tender subject to the Tax opinion from Mr Soli Dastur.

b. Central Licensing - IPL Watches and Men’s accessories
Members approved the proposal for Central Licensing of IPL watches and Men’s accessories with Finex distributor.

8. IPL Season 2010

a. Budget & Vendor approval
Members approved the budget for the year 2010 (Annexure – A). Members also requested the Chairman that in future a hard copy of the budget be circulated well in time so that the same can be studied before the meeting. The following vendor’s were also approved:

i. DNA – Opening & Closing ceremony, Match day entertainment for the play offs.
ii. ITC – Catering services for play offs.
iii. Carving Dreams – Hospitality services for play offs.
iv. TCM – Stadium Branding (Look & Feel)
v. Technology Frontiers – Replay screens
vi. IMG Media – Production services
vii. Zoom Communications – Kits & Facilities suppliers
viii. Marketing and advertising promotions: Ogily&Mather (O&M) for production of Advertisements including creatives, GroupM for Media buying, Quasar Media promotions on internet & Adfactors for PR.

b. Ratification of Semi Finals and Final

It was proposed that Semi Finals for IPL 2010 will be held in Bangalore and the Finals will be held in Mumbai. It was also mentioned that previously, it was approved by GC that 25% of the net revenue from each of the Semi finals will be paid to the previous year’s losing semifinalists and 50% of the net revenue will be paid to the winners of the previous year. However it was explained that henceforth the entire income from Playoffs should be to IPL and that the venue should be decided by IPL alone. Members approved the proposal.

9. Emerging Media: Consideration to move to Ahmedabad as permanent venue

Members did not approve the request of Emerging Media to move to Ahmedabad as permanent venue and requested the Chairman to relook at the schedule whereby Jaipur also hosts some of the matches.

10. IPL season 2011: New Franchisees

Members approved the proposal of including 2 new franchisees from the year 2011 and approved the reserve price at USD 225 Million for 10 years and similar terms as existing franchises for period beyond that.

11. IPL Season 2011: Players

Chairman presented 7 of the 8 franchises views to feature all players in the auction for 2011 season. Members deliberated on this and felt there should be continuity in teams and that a minimum of 4 Indian players and 3 foreign players should be retained by the existing Franchisees. Mr Manohar recommended Team India contracted players be restricted to play no more than 14 matches of
IPL in any season. Chairman was to look into this suggestion. Members requested that the Chairman work out the modalities and place the regulations in the next Governing Council for final approval.

12. Travel Partner tender
   Members approved the issuance of travel partner tender and requested the Chairman to release the same and finalize the travel partner.

13. Ratification of Agreements & Contracts
   Members approved the appointments of IMG Media, TAM and Repucom.

14. Marketing Plans & Media Plans
   Members approved the Marketing and Media plans for IPL 2010.

15. Letters by KXIP
   Members felt that the matter of underwriting KXIP's revenue for the shift to Dharamshala is a private matter between KXIP and Himachal Pradesh Cricket Association and that IPL cannot underwrite the revenue to KXIP. The decision is left to KXIP if they want to play in Dharmshala or not and that IPL cannot force the franchisees to play a match.

16. Any other item with permission of the Chair

   It has been decided to pay Honorarium to the following people who were involved in organizing IPL in South Africa upto a total amount of INR 15 Lakhs. Members authorized the Chairman to decide on the break-up. The staff identified were - Prasanna Kannan, S Murali, P R Venkatsubramanian, Nilesh Dhulap, Marvine D'souza & Dalpat Vadolikar.

The meeting ended with thanks to the Chair.
### Budget for IPL 2010

<table>
<thead>
<tr>
<th>INCOME</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Media Rights Income</td>
<td>24,222</td>
<td>36,496</td>
<td>38,360</td>
</tr>
<tr>
<td>Franchisee Consideration</td>
<td>28,944</td>
<td>28,944</td>
<td>28,944</td>
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<tr>
<td>Sponsorship Income</td>
<td>11,100</td>
<td>11,700</td>
<td>11,900</td>
</tr>
<tr>
<td>Other Income</td>
<td>710</td>
<td>765</td>
<td>235</td>
</tr>
<tr>
<td>Play off Income (Net of Expenses)</td>
<td>-</td>
<td>-</td>
<td>200</td>
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<tr>
<td><strong>TOTAL INCOME</strong></td>
<td><strong>64,976</strong></td>
<td><strong>77,904</strong></td>
<td><strong>78,699</strong></td>
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<table>
<thead>
<tr>
<th>EXPENDITURE</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
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</thead>
<tbody>
<tr>
<td>League Expenses</td>
<td>5,080</td>
<td>6,960</td>
<td>8,850</td>
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<td>Share of Net Central Rights to Franchisees</td>
<td>22,023</td>
<td>30,755</td>
<td>31,268</td>
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<td>Subventions to Associations</td>
<td>20,261</td>
<td>20,261</td>
<td>20,261</td>
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<tr>
<td>Agency Fees and Commission</td>
<td>4,407</td>
<td>3,390</td>
<td>2,690</td>
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<tr>
<td>Players Fees (Net of income)</td>
<td>208</td>
<td>37</td>
<td>37</td>
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<tr>
<td>Prize Money</td>
<td>1,275</td>
<td>1,500</td>
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<td>Sponsor Tickets &amp; Hospitality</td>
<td>1,278</td>
<td>1,661</td>
<td>3,600</td>
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<td>Accreditation</td>
<td>118</td>
<td>193</td>
<td>250</td>
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<td>Score Board and Stadium Branding Expenses</td>
<td>694</td>
<td>1,537</td>
<td>1,072</td>
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<td>Opening and closing Ceremony Expenses</td>
<td>619</td>
<td>1,494</td>
<td>1,400</td>
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<td>Advertisement &amp; Promotions</td>
<td>3,256</td>
<td>4,780</td>
<td>4,558</td>
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<tr>
<td>Admin Expenses</td>
<td>1,612</td>
<td>2,325</td>
<td>2,997</td>
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<tr>
<td>Other Expenses</td>
<td>2,620</td>
<td>6,192</td>
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<tr>
<td><strong>TOTAL EXPENDITURE</strong></td>
<td><strong>63,491</strong></td>
<td><strong>81,085</strong></td>
<td><strong>78,482</strong></td>
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<tr>
<th>Surplus / (Deficit)</th>
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<tr>
<td>2008</td>
<td>1,486</td>
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<td></td>
</tr>
<tr>
<td>2009</td>
<td></td>
<td>(3,181)</td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td></td>
<td></td>
<td>1,157</td>
</tr>
</tbody>
</table>

**Note:**

1. The numbers for 2008 and 2009 represents Actual audited figures except for the Admin expenses for 2009 which are budgeted.
2. Income from Theatrical rights has been assumed at Rs. 10 Crores.
Subject: RE: Workshop - 17th Feb 2010

Sender: Sundar <sundar@iplt20.com>

Recipient: Fraser Castellino <frasercastellino@ubmail.com>, ksvichu@yahoo.co.in <ksvichu@yahoo.co.in>, colleen@kkr.in <colleen@kkr.in>, jay@kkr.in <jay@kkr.in>, Vanchi B <Vanchi.B@gmrgroup.in>, amrit mathur <amritmathur@hotmail.com>, Debadatta Sen <Debadatta.Sen@ril.com>, Venkat <venkat@deccanchargers.com>, Anil Srivatsa <anil.srivatsa@kkr.in>, arvinder singh <arvinder.singh@kkr.in>, Santanu Chari <Santanu.Chari@Emergingmedia.com>, Sean Morris <sean.morris@rajasthanroyals.com>, snehar@setindia.com <snehar@setindia.com>, Harish.k@worldsportgroup.com <Harish.k@worldsportgroup.com>, Venu Nair <venu.nair@worldsportgroup.com>, hettea@valuablegroup.com <hettea@valuablegroup.com>, Mark Melville <mmelville@cricket.com>, venkat@dnanetworks.com <venkat@dnanetworks.com>, Amit <amit@dnanetworks.com>, Sameer Mehta <smehta@cricket.com>

Copy: Poorna eml <poorna@iplt20.com>, Faisal <faisal@iplt20.com>, James Rego <james@iplt20.com>, Utkarsh <utkarsh@iplt20.com>, Gauri Gujrathi <gauri@iplt20.com>, Nigel Laughton <nigel@iplt20.com>, Simpson, Catherine <Catherine.Simpson@imgworld.com>, Griffiths, Peter <Peter.Griffiths@imgworld.com>, Fordham, Michael <Michael.Fordham@imgworld.com>, lkm@iplt20.com <lkm@iplt20.com>, Niranjan Shah <niranjan@airtel.blackberry.com>, Morgado, Graca <Graca.Morgado@imgworld.com>, bobb@nicholls-steyn.com <bobb@nicholls-steyn.com>, Theodore Oben <Theodore.Oben@unep.org>, vishnu patel <vishnu.patel@ufomoviez.com>

Date: 12.02.2010 10:49

Dear Partners

Please find attached the agenda for the franchise workshop scheduled on 17th Feb at the Trident Oberoi, Bandra Kurla Complex. I look forward to meeting you all soon.

Regards

Sundar

---

From: Sundar [mailto:sundar@iplt20.com]
Sent: 05 February 2010 04:58
To: 'Fraser Castellino'; 'ksvichu@yahoo.co.in'; 'colleen@kkr.in'; 'jay@kkr.in'; 'Vanchi B'; amrit mathur; 'Debadatta Sen'; 'Venkat'; 'Anil Srivatsa'; 'arvinder singh'; 'Santanu Chari'; 'Sean Morris'; 'snehar@setindia.com'; 'Harish.k@worldsportgroup.com'; 'Venu Nair'; 'hettea@valuablegroup.com'; 'Mark Melville'; 'Sameer Mehta'; 'venkat@dnanetworks.com'; 'Amit'
Cc: 'Poorna eml'; 'Faisal'; 'James Rego'; 'Utkarsh'; 'Gauri Gujrathi'; 'Nigel Laughton'; 'Simpson, Catherine'; 'Griffiths, Peter'; 'Fordham, Michael'; 'lkm@iplt20.com'; Niranjan Shah (niranjan@airtel.blackberry.com); 'Morgado, Graca'
Subject: Workshop - 17th Feb 2010
All,

Kindly block off your diaries for a Partners & Operations workshop on the 17th Feb 2010. Like each year, this one will also focus on the execution and implementation of the tournament. Only that this year the IPL family has grown to include more partners. The workshop will be for a day, considering the time pressures all of us are in and will be in Mumbai.

A detailed agenda will be circulated soon. But the broad areas we will cover will include...

Details of the IPL Official program 2010 Season— including Opening ceremony, IPL Golf Masters, Owners vs IPL exhibition 20 over match, Rockstars, Nights, IPL Awards etc.
Cricket Related
  - Cricket - Regulations & Operations
  - Security
  - Infrastructure
Entertainment
  - Pre & post match entertainment – Rockstars & IPL Nights
  - IPL Awards
Green IPL - UNEP Partnership
Franchise requirements with Central partners
  - Getty Images & franchise image deals
  - Licensing & Merchandizing : Update on progress
IPL – Taking it to the fans
  - Youtube – plans and opportunities
  - Theatrical screenings – Plans & Opportunities
Central Services Management
  - Hospitality & Concessions
  - Match day entertainment
IPL Memorabilia auction

The workshop will address subjects relevant to all franchises (eg. Theatrical, UNEP, Security, Cricket Ops etc) as well as have sessions with each franchise to address specific clarifications/questions/issues.

The venue will be one of the hotels close to the airport to facilitate those who travel to get out faster. We plan to start at 10am. It is advisable for those who are coming in from outside Mumbai to get in the previous evening to facilitate an early start.

Kindly confirm the number of members from each of your teams who will be attending this to to Amit (amit@dnanetworks.com) to facilitate planning from our side.

Warm Regards
Sundar
## IPL Franchise Workshop
### 17 Feb 2010, Trident, BKC, Mumbai

**Agenda**

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
<th>Presenter(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>Welcome &amp; IPL 2010 Update</td>
<td>Lalit</td>
</tr>
<tr>
<td>1015</td>
<td>What's new this IPL?</td>
<td>Sundar</td>
</tr>
<tr>
<td>1030</td>
<td>Cricket Operations, Regulations &amp; Infrastructure</td>
<td>Sundar &amp; Peter</td>
</tr>
<tr>
<td>1045</td>
<td>Player Security</td>
<td>Bob</td>
</tr>
<tr>
<td>1100</td>
<td>Licensing &amp; Merchandising / Ancillary Revenue</td>
<td>Utkarsh</td>
</tr>
<tr>
<td>1130</td>
<td>Blackberry break</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Presentations by partners start</strong></td>
<td></td>
</tr>
<tr>
<td>1145</td>
<td>Merchandise Sales and distribution</td>
<td>Yog Sports</td>
</tr>
<tr>
<td>1200</td>
<td>Stadium Concessions</td>
<td>Red Partners</td>
</tr>
<tr>
<td>1215</td>
<td>IPL Premiers – Theatrical rights exploitation plan</td>
<td>UFO Moviez</td>
</tr>
<tr>
<td>1230</td>
<td>IPL Entertainment – Tadka Marke</td>
<td>Viacom18</td>
</tr>
<tr>
<td></td>
<td><strong>Opening Night, IPL Nights, Rockstars &amp; IPL Awards</strong></td>
<td></td>
</tr>
<tr>
<td>1300</td>
<td>Lunch</td>
<td></td>
</tr>
<tr>
<td>1415</td>
<td>IPL on Youtube</td>
<td>Google team</td>
</tr>
<tr>
<td>1445</td>
<td>One-to-one meetings (20 minutes each per partner with franchise)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>IPL Entertainment</strong> : Viacom Team</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Merchandising</strong>   : Yog Sports</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Image rights</strong>    : Getty Images</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Stadium Concessions</strong> : Red Partners</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Watches</strong>        : Bandeller</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Super hospitality</strong> : IPL team</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Green IPL</strong>      : UNEP</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Security</strong>       : NSA</td>
<td></td>
</tr>
<tr>
<td>1800</td>
<td>Workshop ends</td>
<td></td>
</tr>
</tbody>
</table>
All,

Kindly block off your diaries for a Partners & Operations workshop on the 17th Feb 2010. Like each year, this one will also focus on the execution and implementation of the tournament. Only that this year the IPL family has grown to include more partners. The workshop will be for a day, considering the time pressures all of us are in and will be in Mumbai.

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Central Services Management
  - Hospitality & Concessions
  - Match day entertainment

IPL Memorabilia auction

The workshop will address subjects relevant to all franchises (eg. Theatrical, UNEP, Security, Cricket Ops etc) as well as have sessions with each franchise to address specific clarifications/questions/issues.

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Kindly confirm the number of members from each of your teams who will be attending this to Amit (amit@dnanetworks.com) to facilitate planning from our side.

Warm Regards
Sundar
Ok. Will do

---

From: lkm@iplt20.com [mailto:lkm@iplt20.com]
Sent: 18 February 2010 10:29
To: Sundar Raman
Subject: Fw: ESD broadcaster guidelines

Discuss face to face with esd and agree on any issues and then publish.

Sent from BlackBerry® on Airtel

---

From: "Manning, Paul" <PManning@csi-sports.net>
Date: Wed, 17 Feb 2010 15:36:20 +0000
To: sundar@iplt20.com<sundar@iplt20.com>
Cc: lkm@iplt20.com<lkm@iplt20.com>; Wildblood, Andrew<Andrew.Wildblood@imgworld.com>
Subject: ESD broadcaster guidelines

Hi Sundar

Attached for your review and comments are the draft broadcast guidelines for ESD.

A couple of points to flag up:

We have not discussed the maximum number of squeezers and pull-throughs, or sponsored replay bugs, but I have included the relevant Sony provisions in this draft (para 1(d) and (e).

At para 3, I have clarified that what I have called "Around-Screen Sponsorship" may be sold subject to offering IPL Sponsors a first look, etc as with any other form of Broadcast/Theatrical Sponsorship. As discussed, I have also stated at para 4, that apart from In-Transmission and Around-Screen Sponsorship, they are not allowed to sell any rights of association with their transmissions.

Please let me know if you have any comments on this.

Also, I have not received a copy of the Google contract – I would be grateful if you could arrange for that to be sent to me so that I can draft their guidelines also.
Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imgworld.com

The preceding e-mail message (including any attachments) contains information that may be confidential, may be protected by the attorney-client or other applicable privileges, or may constitute non-public information. It is intended to be conveyed only to the designated recipient(s) named above. If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete all copies of it from your computer system. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Sender: Ashok Nambissan <AshokN@setindia.com>

Recipient: Manning, Paul <PManning@csi-sports.net>, Sneha Rajani <snehar@setindia.com>

Copy: lkm@ipl20.com <lkmpipl20.com>, sundar@ipl20.com <sundar@ipl20.com>, Wildblood, Andrew <Andrew.Wildblood@imgworld.com>

Date: 19.02.2010 18:10

Hi Paul:

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I’d raise regarding the proposed amendments.

1. On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

2. On the “Time Outs” definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

3. On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment: Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be inserted. There is also a reference to sale of such commercial time. What I’ve been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial ‘on ground’ hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can’t be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

4. Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to ‘surrogate’ advertising too. For e.g. ‘Kingfisher’ and ‘Royal Challenger’ are well known liquor brands. When these are caught by the camera in passing, that’s not an issue but if the camera pans to a hoarding, that’ll be a big issue.

5. Two other points I believe that were discussed but do not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a ‘miscue’ on the world feed- for e.g. a ball is cut because the on ground commentator forgets his cue. And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imgworld.com

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My knee-jerk response to this is that in light of all of these objections they can pay the fees for the additional franchises/matches by date the first match AS AGREED IN THE CONTRACT.

I will come back to you with a more considered response once I've counted to ten!

Best regards.

Paul

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I'd raise regarding the proposed amendments.

1. On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

2. On the “Time Outs” definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

3. On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment. Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be inserted. There is also a reference to sale of such commercial time. What I’ve been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial ‘on ground’ hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can’t be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

4. Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to ‘surrogate’ advertising too. For e.g. ‘Kingfisher’ and ‘Royal Challenger’ are well known liquor brands. When these are caught by the camera in passing, that’s not an issue but if the camera pans to a hoarding, that’ll be a big issue.

5. Two other points I believe that were discussed but do not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a ‘miscue’ on the world feed- for e.g. a ball is cut because the on ground commentator forgets his cue. And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the
Rights Period.

Please do give this your consideration - if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul

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From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: 22 February 2010 18:11
To: lkm@iplt20.com; sundar@iplt20.com
Cc: Wildblood, Andrew
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

Dear Lalit, Sundar

Please see below my draft response to Ashok for your review and comments.

Before sending it I would be grateful for some clarification as to how you wish to use the 150 seconds airtime, as this may change the response on this issue. Is the 150 seconds:

1. only for our cameras to focus advertising at the venue itself, i.e., on the big screen or hoardings in the venues? Or
2. does IPL also want to be able to insert 150 seconds of commercial advertising spots into the world feed, which Sony must then broadcast? Or
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We have contracted to provide Sony (and WSG) with a clean feed save only for the DLF/IPL logo, the timing sponsor and verbal references to the timing sponsor. Therefore, we should expect the inclusion of actual commercial advertising spots in the world feed and even prolonged focusing on at-venue advertisements (on hoardings or the big screen) to provoke complaints of breach from broadcasters (including WSG's licensees) who have contracted for a clean feed.

Also, please note that the second paragraph of my response to point 1 is a little cute - I would expect Sony to respond that we should change "(i.e. between and during overs)" to "(i.e. between and during overs and during Time Outs)"; not "(including between and during overs and during Time Outs)"; or even that "between and during overs" covers off "during Time Outs".

Best regards,

Paul

Dear Ashok

Please see my responses to the points you have made in bold below.

As a general point, IPL's agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL's position on the other changes to the agreement. If Sony does not agree to IPL's position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full on or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL - it will give Sony the benefit of keeping these funds for 5 or 6 months - so IPL requires something in return if it is to agree to it.
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Ashok, I think you know what is meant by IPL reserving its position as this was the subject of discussion last year. IPL made it very clear last year that the 2000 seconds (or 2,600 seconds as it will now be) of airtime was to be delivered "in the Feed" as stated in 8.6(b). The Feed begins 10 minutes before the match and finishes 10 minutes after the match, and this is the timeframe in which the commercial airtime obligation may be fulfilled. Sony adopted a different interpretation and James Rego reserved IPL's position. If you can't remember this, then Sneha will be able to remind you! I was making it clear that by agreeing to remove from the Amendment Agreement the express reference to 10 minutes before and 10 minutes after IPL was not agreeing to Sony's interpretation of this clause, but was retaining its position. You are not going to change IPL's view on this so let's move on.

The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.

2. On the "Time Outs" definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

I know that Time Outs were defined in the contract. The whole point of this part of the amendment is to change that.

The reality is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. It cannot have playing conditions dictated by third parties, and Sony's commercial interests are protected by the obligation to make available 2,600 seconds airtime in a fully completed 40 over match – provided IPL complies with that obligation Sony shouldn't have grounds for complaint.

That said, we appreciate that you will need to know what the format of the time outs will be, so IPL will agree to provide Sony with reasonable notice of this prior to each season.

3. On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment.

Correct. That is because this requirement doesn't work in practice. It's 2,600 seconds per fully completed 40 over match, so in theory you would have to wait until the end of the match
and the provision of the 2,600th second (which in reality is not going to be provided much before the end of a full match) before IPL could exploit that entitlement.

Again, the obligation on IPL to provide 2,600 seconds is sufficient – if IPL fails to provide that much airtime to Sony (whether due to the fact IPL's 150 seconds have been included or otherwise) Sony will have its remedies.

Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be inserted. There is also a reference to sale of such commercial time. What I've been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial 'on ground' hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can't be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

This airtime cannot be restricted to focusing on hoardings – it needs to be airtime that is at IPL's disposal to use as it sees fit. The only change from last year (other than the removal of the unworkable requirement to provide 2,600 seconds first) is that this airtime may be commercial in nature as opposed to promotional.

This does not necessarily mean the provision of such advertisements to Sony (by tape or whatever) to insert in its broadcasts; the ads can be inserted in the feed made available to Sony, but Sony will be obliged to broadcast the feed as provided by IPL.

4. Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to 'surrogate' advertising too. For e.g. 'Kingfisher' and 'Royal Challenger' are well known liquor brands. When these are caught by the camera in passing, that's not an issue but if the camera pans to a hoarding, that'll be a big issue.

IPL is aware of Information Ministry advertising guidelines.

5. Two other points I believe that were discussed but do not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a 'miscue' on the world feed- for e.g. a ball is cut because the on ground commentator forgets his cue.

This is not an issue for the amendment agreement and will not be included in it.

We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a "show cause notice" by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

IPL does not agree to this. Sony should continue to either use the Bank Guarantee format in the contract or such other form that is approved in advance by IPL. This is not open for further discussion.

Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

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Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

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Dear Lalit Ji,

The Statutory Auditors have raised the following observation relating to IPL which are very critical and require clarification by tomorrow evening so as to enable them to close the audit queries.

<table>
<thead>
<tr>
<th>IPL</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Confirmation of balances from the IPL franchisees</td>
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<tr>
<td>2</td>
<td>Franchisee Licensing Income Certificate from Deccan Charges Sporting Ventures private limited and KPH Dreams Cricket Private Limited</td>
</tr>
<tr>
<td>3</td>
<td>Details of the Shareholding pattern from India Win Sports Private Limited and KPH Dreams Cricket Private Limited along with movement during the year</td>
</tr>
<tr>
<td>4</td>
<td>Details of the Shareholding pattern of the holding company of the Franchisees along with movement</td>
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<td>Confirmation of balances from International Management Group</td>
</tr>
<tr>
<td>6</td>
<td>Key Contract terms confirmation from International Merchandising Group and World Sports Group</td>
</tr>
</tbody>
</table>

Accordingly, I would be grateful if you could ask the concerned executive of IPL to get this confirmation / clarification on top priority basis from the Parties latest by tomorrow and revert back to the Hon. Treasurer’s Office so as to further proceed in the matter of closing the account of IPL-2008.

With regards,

Yours sincerely

M. P. Pandove
Hon. Treasurer

Mr. Lalit Modi,
Chairman & Commissioner
Indian Premier League,
Mumbai
Dear all

Please see my responses in bold below.

Please let me have your views and I will draft a response to Ashok. Unless you suggest otherwise, that response will make it clear to him that the agreement to delay additional payments is conditional on and subject to agreement being reached on these other issues. Let's use that as leverage.

Best regards.

Paul

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@ipt20.com; sundar@ipt20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

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Ashok is being disingenuous. He knows what "IPL reserving its rights" means. We had this disagreement last year, and IPL reserved its rights on the issue of whether the 2,000 seconds (as it was then) of airtime had to be provided from 10 minutes before the start of the match to 10 minutes after the end (IPL's position, based on reference to airtime in the Feed) or only during or between overs after the start of play (Sony's position). That argument was not resolved last year, and it seems clear it will not be resolved this year unless we exert some leverage (eg refusing to agree to an alteration of the payment schedule for additional fees for additional franchises/matches. That is why the IPL's position was reserved.

Secondly you've added the word "including" before "between and during overs" which suggests the 2600 seconds can be given even outside these times.

That is correct. The truth is it the 2,600 seconds can be given during time outs now too – that was the initial reason for this amendment agreement. However, it is true that the use of "including between and during overs and time outs" suggests airtime could be provided at other times apart from that.

Again that is a deviation as I understand it from the commercial understanding.

Not our commercial understanding.

2. On the "Time Outs" definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory
serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

Correct, the definition and terms and conditions applicable to the time out were negotiated, although other points detained us far longer.

The time outs were defined in accordance with the way they operated last year. It has been decided to change the time outs this year, and it may be that IPL will wish to amend the way time outs operate next year or some other time during the term. Accordingly, the amendment agreement gives IPL discretion to determine the "number, timing, format and content" of time outs. However, the obligation to provide 2,600 seconds of airtime remains unaffected whatever IPL decides about the timing, etc of time outs.

My view is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. Provided IPL still provides 2,600 seconds in a fully completed match, they shouldn’t have grounds for complaint.

One refinement we anticipated making was to provide that we will give Sony reasonable notice of the format, etc of the time outs in advance of the season, so we could propose that. However, I would want to avoid having to seek Sony approval for the time outs procedure, which appears to be what Ashok wants.

3. On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment.

True – that’s because it doesn’t work. It’s 2,600 seconds per fully completed 40 over match, so in theory you would have to wait until the end of the match and the provision of the 2,600th second (which in reality is not going to be provided much before the end of a full match) before IPL could insert its ad.

The obligation to provide 2,600 seconds is sufficient – if IPL fails to provide that much airtime (whether due to the fact 150 seconds has been included or otherwise) IPL will be in breach and Sony have their remedies.

Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be inserted. There is also a reference to sale of such commercial time. What I’ve been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial ‘on ground’ hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can’t be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

My understanding was that IPL’s initial plan was to include in the world feed a shot of the on-ground advertising (not necessarily just hoardings), but that IPL wanted to reserve the right to include in the world feed provided to Sony an ad not present at the ground, but maybe looking as though it was (or maybe not!). Please advise if you are happy to limit this to 150 seconds focusing on advertising at “or around” the venues.

4. Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to ‘surrogate’ advertising too. For e.g. ‘Kingfisher’ and ‘Royal Challenger’ are well known liquor brands. When these are caught by the camera in passing, that’s not an issue but if the camera pans to a hoarding, that’ll be a big issue.

We should thank Ashok for the free legal advice! I assume you are fully aware of such guidelines.

5. Two other points I believe that were discussed but do not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a ‘miscue’ on the world feed- for e.g. a ball is cut because the on ground commentator forgets his cue.

Has this been agreed? Even if it has, I’m not sure what it means. Ensuring each ball is featured in the feed is down to the director not the on-ground (meaning pitch-side or regular?) commentator? In any case, there are so many regulation surrounding “ball cutting” (see schedule 3 of the agreement) would be loath to agree any more. If they
don't agree with a particular instance of "ball cutting" they have ample opportunity under the procedure to dispute it.

And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

**IPL should not agree to this.** A change in the law may require a change to the bank guarantee format. In any case, the contract states that the BG should be in the format in the contract or a format approved in advance by IPL, which approval shall not be "unreasonably delayed, conditioned or withheld", so they should just continue to have the format approved each year (a matter of sending one email to IPL), and IPL has to act reasonably. Let's leave this as it is.

Please do give this your consideration - if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

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Yours, etc.

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The reality is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. It cannot have playing conditions dictated by third parties, and Sony's commercial interests are protected by the obligation to make available 2,600 seconds airtime in a fully completed 40 over match - provided IPL complies with that obligation Sony shouldn't have grounds for complaint.

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Again, the obligation on IPL to provide 2,600 seconds is sufficient - if IPL fails to provide that much airtime to Sony (whether due to the fact IPL's 150 seconds have been included or otherwise) Sony will have its remedies.

Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be inserted. There is also a reference to sale of such commercial time. What I've been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial 'on ground' hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can't be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is
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IPL is aware of Information Ministry advertising guidelines.

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This is not an issue for the amendment agreement and will not be included in it.

We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a “show cause notice” by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

IPL does not agree to this, Sony should continue to either use the Bank Guarantee format in the contract or such other form that is approved in advance by IPL. This is not open for further discussion.

Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

From: Manning, Paul [mailto:Pmanning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul
Paul Manning  
Vice President, IMG Media Legal  
IMG Media Limited  
5th Floor * McCormack House  
Burlington Lane * London W4 2TH  

Tel: 020 8233 7826 * Fax: 020 8233 6523  
www.imgworld.com  

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Hi Ashok,

Please see my responses in bold below to the comments you have made in your email.

As a general point, IPL’s agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL’s position on the other changes to the agreement. If Sony does not agree to IPL’s position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full on or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL - it will give Sony the benefit of keeping these funds for 5 or 6 months – so IPL requires something in return if it is to agree to it.

I look forward to hearing from you.

Best regards,

Paul

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I’d raise regarding the proposed amendments.

1. On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

Ashok, I think you know what is meant by IPL reserving its position as this was the subject of discussion last year. IPL made it very clear last year that the 2,000 seconds (or 2,600 seconds as it will now be) of airtime was to be delivered “in the Feed” as stated in 8.6(b). The Feed begins 10 minutes before the match and finishes 10 minutes after the match, and this is the timeframe in which the commercial airtime obligation may be fulfilled. Sony adopted a different interpretation and James Rego reserved IPL’s position. If you can’t remember this, then Sneha will be able to remind you! I was making it clear that by agreeing to remove from the Amendment Agreement the express reference to 10 minutes before and 10 minutes after IPL was not agreeing to Sony’s interpretation of this clause, but was reserving its position. You are not going to change IPL’s view on this so let’s move on.
The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the amendment agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.

2. On the "Time Outs" definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

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That said, we appreciate that you will need to know what the format of the time outs will be, so IPL will agree to provide Sony with reasonable notice of this prior to each season.

3. On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment.

Correct. That is because this requirement doesn’t work in practice. It’s 2,600 seconds per fully completed 40 over match, so in theory IPL would have to wait until the end of the match and the provision of the 2,600th second (which in reality is not going to be provided much before the end of a full match) before IPL could exploit that entitlement.

Again, the obligation on IPL to provide 2,600 seconds is sufficient – if IPL fails to provide that much airtime to Sony (whether due to the fact IPL’s 150 seconds have been included or otherwise) Sony will have its remedies.

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broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a "show cause notice" by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

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**IPL does not agree to this.** Sony should continue to either use the Bank Guarantee format in the contract or such other form that is approved in advance by IPL. This is not open for further discussion.

Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

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From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: IPL/ MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

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In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul

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I was going to suggest adding this into the amendment agreement with WSG, which currently only refers to payment of the extra rights fee for the 60th match.

At present under WSG agreement, as with the Sony agreement, the feed to be provided by IPL is essentially a clean feed, apart from the DLF/IPL logo, the sponsored timing graphic and verbal references to the timing sponsor. Therefore, do we also want to make it clear that the world feed is going to contain 150 seconds of IPL airtime, which may contain commercial advertising spots. If the intention is not for WSG/its licensees to be under an obligation to broadcast this airtime, then the amendment may not be so necessary.

Please let me know your views on this and I will make the changes (as necessary) to the WSG amendment agreement.

Best regards.

Paul

Will also need to inform WSG as they will need to forewarn their broadcasters

Its point 2 as below.

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: 22 February 2010 18:11
To: lkm@iplt20.com; sundar@iplt20.com
Cc: Wildblood, Andrew
Subject: FW: IPL/MSM Amendment Agreement - subject to contract
Dear Lalit, Sundar

Please see below my draft response to Ashok for your review and comments.

Before sending it I would be grateful for some clarification as to how you wish to use the 150 seconds airtime, as this may change the response on this issue. Is the 150 seconds:

- only for our cameras to focus advertising at the venue itself, i.e. on the big screen or hoardings in the venues? Or
- does IPL also want to be able to insert 150 seconds of commercial advertising spots into the world feed, which Sony must then broadcast? Or
- does IPL also want to be able to supply Sony with 150 seconds of commercial spots for it to insert into its broadcast feed?

We have contracted to provide Sony (and WSG) with a clean feed save only for the DLF/IPL logo, the timing sponsor and verbal references to the timing sponsor. Therefore, we should expect the inclusion of actual commercial advertising spots in the world feed and even prolonged focussing on at-venue advertisements (on hoardings or the big screen) to provoke complaints of breach from broadcasters (including WSG’s licensees) who have contracted for a clean feed.

Also, please note that the second paragraph of my response to point 1 is a little cute – I would expect Sony to respond that we should change "(i.e. between and during overs)" to "(i.e. between and during overs and during Time Outs)", not "(including between and during overs and during Time Outs)", or even that "between and during overs" covers off "during Time Outs".

Best regards.

Paul

Dear Ashok

Please see my responses to the points you have made in bold below.

As a general point, IPL’s agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL’s position on the other changes to the agreement. If Sony does not agree to IPL’s position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full on or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL – it will give Sony the benefit of keeping these funds for 5 or 6 months – so IPL requires something in return if it is to agree to it.
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Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

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Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

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In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
Hi Sundar

Please see the attached revised draft for your review and approval prior to sending to Sony.

Best regards.

Paul

From: Sundar [mailto:sundar@iplt20.com]
Sent: 24 February 2010 10:48
To: Manning, Paul
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

2600 seconds
Yes in its entirety

Thats fine

BG - they have a slightly amended version, but consistent with what has been given in 08 and 09.

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: 24 February 2010 15:58
To: Sundar
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Thanks for this Sundar - just to be clear:

In relation to the commercial airtime for Sony, when you say we retain last year’s wording, do you mean that we keep it as “2,000 seconds plus 600 seconds in time outs” or do we still change it to ”2,600 seconds”?

My drafting on Time Outs is agreed in its entirety? I.e. the new definition giving IPL discretion to change the format, timing etc? With an obligation to give Sony reasonable notice of the timing, etc of time outs prior to the season? Remove the clause detailing 7.5 minute time outs and appendix giving conditions applicable for shortened matches?
150 seconds – just to be clear, the way the amendment is currently drafted, it allows IPL to include in the Feed it makes available to Sony, within overs only, 150 seconds commercial airtime. That would not allow us to provide Sony with an ad, and tell them to insert it in their broadcast feed, but as per your email yesterday you do not want that.

We changed some drafting in the last draft from "insertion in the Feed" to "provision in the Feed" of the airtime. If Sony are concerned we may require them to insert commercials, I think we can say that the "insertion" or "inclusion" in the Feed by IPL of the 150 seconds airtime.

I might add a couple of words to make it clear that this is in addition to incidental coverage of in-ground sponsorship.

Bank guarantees – no change to the wording in the contract.

Shall I revise the amendment or did Ashok say he was going to do it?

Best regards.

Paul

From: Sundar [mailto:sundar@iplt20.com]
Sent: 24 February 2010 10:05
To: Manning, Paul
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

Responses as discussed and agreed with MSM

On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

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The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.

SUNDAR: We retain the exact wordings as was in the last year's contract on this.

On the "Time Outs" definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

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That said, we appreciate that you will need to know what the format of the time outs will be, so IPL will agree to provide Sony with reasonable notice of this prior to each season.

SUNDAR: TIME OUT HAS BEEN AGREED as we proposed

On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment.

Correct. That is because this requirement doesn't work in practice. It's 2,600 seconds per fully completed 40 over match, so in theory you would have to wait until the end of the match and the provision of the 2,600th second (which in reality is not going to be provided much before the end of a full match) before IPL could exploit that entitlement.

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'on ground' hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can’t be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

This airtime cannot be restricted to focusing on hoardings – it needs to be airtime that is at IPL’s disposal to use as it sees fit. The only change from last year (other than the removal of the unworkable requirement to provide 2,600 seconds first) is that this airtime may be commercial in nature as opposed to promotional.

This does not necessarily mean the provision of such advertisements to Sony (by tape or whatever) to insert in its broadcasts; the ads can be inserted in the feed made available to Sony, but Sony will be obliged to broadcast the feed as provided by IPL.

SUNDAR : 150 seconds agreed as we proposed.

Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to ‘surrogate’ advertising too. For e.g. ‘Kingfisher’ and ‘Royal Challenger’ are well known liquor brands. When these are caught by the camera in passing, that’s not an issue but if the camera pans to a hoarding, that’ll be a big issue.

IPL is aware of Information Ministry advertising guidelines.

OK

Two other points I believe that were discussed but do not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a ‘miscue’ on the world feed- for e.g. a ball is cut because the on ground commentator forgets his cue.

This is not an issue for the amendment agreement and will not be included in it.

We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a “show cause notice” by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

We can retain their last years format.

From: lkm@ipl20.com [mailto:lkm@ipl20.com]
Sent: 24 February 2010 01:42
To: Paul Manning; Sundar Raman  
Cc: Andrew Wildblood  
Subject: Re: IPL/MSM Amendment Agreement - subject to contract

Sundar. Update. As discussed.
Sent from BlackBerry® on Airtel

From: "Manning, Paul" <PManning@csi-sports.net>  
Date: Mon, 22 Feb 2010 12:40:30 +0000  
To: lkm@ipl20.com; sundar@ipl20.com  
Cc: Wildblood, Andrew <Andrew.Wildblood@imgworld.com>  
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

Dear Lalit, Sundar

Please see below my draft response to Ashok for your review and comments.

Before sending it I would be grateful for some clarification as to how you wish to use the 150 seconds airtime, as this may change the response on this issue. Is the 150 seconds:

- only for our cameras to focus advertising at the venue itself, ie on the big screen or hoardings in the venues? Or
- does IPL also want to be able to insert 150 seconds of commercial advertising spots into the world feed, which Sony must then broadcast? Or
- does IPL also want to be able to supply Sony with 150 seconds of commercial spots for it to insert into its broadcast feed?

We have contracted to provide Sony (and WSG) with a clean feed save only for the DLF/IPL logo, the timing sponsor and verbal references to the timing sponsor. Therefore, we should expect the inclusion of actual commercial advertising spots in the world feed and even prolonged focusing on at-venue advertisements (on hoardings or the big screen) to provoke complaints of breach from broadcasters (including WSG’s licensees) who have contracted for a clean feed.

Also, please note that the second paragraph of my response to point 1 is a little cute – I would expect Sony to respond that we should change "(i.e. between and during overs)" to "(i.e. between and during overs and during Time Outs)" or "(including between and during overs and during Time Outs)", or even that "between and during overs" covers off "during Time Outs".

Best regards.

Paul
Dear Ashok

Please see my responses to the points you have made in bold below.

As a general point, IPL's agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL's position on the other changes to the agreement. If Sony does not agree to IPL's position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full on or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL – it will give Sony the benefit of keeping these funds for 5 or 6 months – so IPL requires something in return if it is to agree to it.

Yours, etc.

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I'd raise regarding the proposed amendments.

On the "10 minutes before and after" the match footage, I'm not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this "between and during" overs and during "Time Outs" respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it "between and during" overs and during "Time Outs" as per the MRLA still subsists. Secondly you've added the word "including" before "between and during overs" which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

Ashok, I think you know what is meant by IPL reserving its position as this was the subject of discussion last year. IPL made it very clear last year that the 2,000 seconds (or 2,600 seconds as it will now be) of airtime was to be delivered "in the Feed" as stated in 8.6(b). The Feed begins 10 minutes before the match and finishes 10 minutes after the match, and this is the timeframe in which the commercial airtime obligation may be fulfilled. Sony adopted a different interpretation and James Rego reserved IPL's position. If you can't remember this, then Sneha will be able to remind you! I was making it clear that by agreeing to remove from the Amendment Agreement the express reference to 10 minutes before and 10 minutes after IPL was not agreeing to Sony's interpretation of this clause, but was reserving its position. You are not going to change
IPL’s view on this so let’s move on.

The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.

On the "Time Outs" definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

I know that Time Outs were defined in the contract. The whole point of this part of the amendment is to change that.

The reality is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. It cannot have playing conditions dictated by third parties, and Sony’s commercial interests are protected by the obligation to make available 2,600 seconds airtime in a fully completed 40 over match – provided IPL complies with that obligation Sony shouldn’t have grounds for complaint.

That said, we appreciate that you will need to know what the format of the time outs will be, so IPL will agree to provide Sony with reasonable notice of this prior to each season.

On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment.

Correct. That is because this requirement doesn’t work in practice. It’s 2,600 seconds per fully completed 40 over match, so in theory you would have to wait until the end of the match and the provision of the 2,600th second (which in reality is not going to be provided much before the end of a full match) before IPL could exploit that entitlement.

Again, the obligation on IPL to provide 2,600 seconds is sufficient – if IPL fails to provide that much airtime to Sony (whether due to the fact IPL’s 150 seconds have been included or otherwise) Sony will have its remedies.

Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be inserted. There is also a reference to sale of such commercial time. What I’ve been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial ‘on ground’ hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can’t be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

This airtime cannot be restricted to focusing on hoardings – it needs to be airtime that is at IPL’s disposal to use as it sees fit. The only change from last year (other than the removal of the unworkable requirement to provide 2,600 seconds first) is that this airtime may be commercial in nature as opposed to promotional.
This does not necessarily mean the provision of such advertisements to Sony (by tape or whatever) to insert in its broadcasts; the ads can be inserted in the feed made available to Sony, but Sony will be obliged to broadcast the feed as provided by IPL.

Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to 'surrogate' advertising too. For e.g. 'Kingfisher' and 'Royal Challenger' are well known liquor brands. When these are caught by the camera in passing, that's not an issue but if the camera pans to a hoarding, that'll be a big issue.

IPL is aware of Information Ministry advertising guidelines.

Two other points I believe that were discussed but do not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a 'miscue' on the world feed- for e.g. a ball is cut because the on ground commentator forgets his cue.

This is not an issue for the amendment agreement and will not be included in it.

We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a “show cause notice” by IPL (para 1(iii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

IPL does not agree to this. Sony should continue to either use the Bank Guarantee format in the contract or such other form that is approved in advance by IPL. This is not open for further discussion.

Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha
Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imoworld.com

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AMENDMENT AGREEMENT

This Amendment Agreement dated as of February 2010 (this "Amendment")

Between

(1) BOARD OF CONTROL FOR CRICKET IN INDIA, a society registered under the Tamil Nadu Societies Registration Act and having its address at Cricket Center, Wankhede Stadium, Mumbai – 400020, India for and on behalf of its separate Sub-Committee unit known as Indian Premier League ("Licensor"); and

(2) MSM SATELLITE (SINGAPORE) PTE. LTD., a company organized under the laws of Singapore and having its principal offices at 5 Tampines Central 6, #02-19 Telepark Building, Singapore, 529482 (which expression shall include its successors and assigns) ("Licensee").

RECITALS:

A. Licensor and Licensee (the "Parties") have entered into the Indian Premier League Media Rights Licence Agreement dated 25 March 2009 pursuant to which Licensee has been granted the Media Rights (the "Agreement").

B. The Parties wish to amend the Agreement and otherwise agree on terms as set out in this Amendment.

Whereas it is hereby agreed as follows, each with effect from the date hereof:

1. 3rd/4th Place Play-Off Match and Rights Fee

The Agreement shall be amended as follows:

1.1 A new Clause 7.1(c) shall be added to the Agreement as follows:

"It is acknowledged and accepted by the Parties that for the 2010 IPL season:

(i) an additional (i.e. 60th) Match shall be played between the losing semi-finalists for that season (referred to as the "3rd/4th Place Play-Off");

(ii) in consideration of Licensor’s grant to Licensee of the Media Rights to such 3rd/4th Place Play-Off Licensee shall pay to Licensor in accordance with the provisions of Clause 7 an incremental pro rata increase in the Rights Fee in the following amount:

Indian Rupees 57,627,119

(iii) the additional Rights Fee under Clause 7.1(c)(ii) shall be paid by Licensee to Licensor in full with the second instalment of the Rights Fee under Clause 1(b)(i) of Schedule I of this Agreement, and

(iv) all of the terms and conditions of this Agreement shall apply to such 3rd/4th Place Play-Off."
2. **Time Outs and Commercial Time**

The Agreement shall be amended as follows:

2.1 The definition of “Time Out” in Clause 1 of the Agreement shall be deleted in its entirety and replaced by the following new definition of “Time Out”:

“means the scheduled breaks in play during each innings in a Match, of a number, timing, format and content as determined by the Licensor in its discretion, as notified by the Licensor to the Licensee in advance”

2.2 Clause 5.13 of the Agreement shall be deleted in its entirety.

2.3 In the first paragraph of Clause 8.6(b) of the Agreement, the words “Licensor shall ensure the Feed provides Licensee with a minimum of 2,000 seconds of commercial time (i.e., between and during overs) PLUS another 600 seconds of commercial airtime in Time Outs in each fully completed Match of 40 (forty) overs” shall be deleted and replaced by the words:

“Licensor shall ensure the Feed provides Licensee with the opportunity to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e., meaning between and during overs and during Time Outs) in each fully completed Match of 40 (forty) overs.”

2.4 In Clause 8.6(b)(iv) of the Agreement, the words “Licensee shall be entitled to insert a minimum of 2,000 seconds of commercial time (i.e., between and during overs) and 600 seconds in each Time Out in each fully completed Match of 40 overs...” shall be deleted and replaced by the words:

“Licensee shall be entitled to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e., meaning between and during overs and during Time Outs) for each fully completed Match of 40 (forty) overs...”

2.5 The Appendix to the Agreement shall be deleted in its entirety.

3. **Licensor Commercial Airtime**

The Agreement shall be amended as follows:

3.1 In Clause 2.8 of the Agreement, the words “Subject to Licensee having inserted 2,600 seconds of commercial time per Match for use by Licensee and its appointed advertisers and Sub-Licensees pursuant to Clause 8.6, Licensee shall provide and/or procure that Licensor is provided with a minimum of 150 seconds of television airtime spots (whether 5 x 30 second spots or otherwise at Licensor's discretion as notified by Licensor to Licensee not later than 90 days prior to the next IPL season and in the case of the 2009 IPL season reasonably in advance of the first Match of the 2009 IPL season) during every live transmission of Matches and/or any Player Auction in India for the purposes of promoting the League, the Teams, cricket and the official website” shall be deleted.

3.2 A new Clause 5.3(i)(d) shall be added as follows:

“(d) may include within an over of any Match, but not while the ball is “in play” (as defined in Clause 8.6(b)(i) below) and not between overs, commercial airtime spots of an aggregate duration of 150 (one hundred and fifty) seconds per Match (in any combination, whether 10 x 15 second spots or otherwise at Licensor’s discretion) (the “Licensor Commercial Airtime”)...”
In Clause 5.3(i) the words “and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor at all times on all transmissions and broadcasts without blocking it in any manner whatsoever” shall be deleted and replaced by the words:

“and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor and the Licensor Commercial Airtime at all times on all transmissions and broadcasts without blocking or altering them in any manner whatsoever.”

3.4 A new Clause 5.3(iii) and Clause 5.3(iv) shall be added as follows:

“5.3(iii) Licensee acknowledges and accepts that the Licensor Commercial Airtime may be exploited by Licensor for any commercial or non-commercial purpose in its discretion, including by selling such Licensor Commercial Airtime to any third party commercial advertisers and/or by promoting the League, the Title Sponsor, the Official Sponsors, the Teams, cricket and/or the official website. Licensor shall be entitled to retain all revenues that it derives from its exploitation of the Licensor Commercial Airtime.

5.3(iv) Licensee acknowledges and accepts that the provision included by Licensee of the Licensor Commercial Airtime in the Feed shall be without prejudice to its obligations under Clause 8.6(b) below.”

4. Additional Franchises and Rights Fee Adjustments

Clause 7.9(f) of the Agreement “Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(b) shall be paid by Licensee to the Licensor on or before the date of the first Match of each Season to which the incremental increase in Rights Fee applies unless otherwise agreed in writing by Licensor. For the avoidance of doubt, the Bank Guarantees to be provided under Clause 7.5 above shall be in the amount of such increased Rights Fee” shall be deleted in its entirety and replaced by a new Clause 7.9(f) as follows:

“(i) Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(b) shall be paid by Licensee to the Licensor by no later than the later of: (i) the date sixty (60) days after the scheduled date of the first Match of each Season to which the incremental increase in Rights Fee applies; and (ii) 30 September of the year in which the incremental increase in Rights Fee applies, unless otherwise agreed in writing by Licensor. For the avoidance of doubt: (A) the Payment Schedule for the original Rights Fee shall remain as set out at Clause 7.2 and Schedule 1 of this Agreement, and (B) the Bank Guarantees to be provided under Clause 7.5 above shall be in the amount of the total increased Rights Fee (i.e. the original Rights Fee and the incremental Rights Fee) and shall be provided by the dates set out in Clause 7.5.”

5. General

5.1 Capitalised terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Agreement.
5.2 The Parties confirm that this Amendment operates to amend the Agreement in accordance with Clause 24 thereof.

5.3 Subject to the foregoing amendments thereto, the Agreement shall continue in full force and effect, and from the date hereof reference to the Agreement shall be read as reference to that document as amended by the terms hereof.

5.4 Clauses 15, 16, 17, 20, 23, 26 and 28 of the Agreement apply to this Amendment and are incorporated into this Amendment as if references in those provisions to the Agreement were references to this Amendment.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have set their hands hereto the day and year first above written.

BOARD OF CONTROL FOR CRICKET IN INDIA

By: ________________________________
Name: ________________________________
Title: ________________________________

MSM SATELLITE (SINGAPORE) PTE. LTD.

By: ________________________________
Name: ________________________________
Title: ________________________________

IN THE PRESENCE OF A WITNESS

Name: ________________________________

IN THE PRESENCE OF A WITNESS

Name: ________________________________
Subject: Re: IPL/MSM Amendment Agreement - subject to contract

Sender: sundar@iplt20.com <sundar@iplt20.com>
Recipient: Lalit Modi <lkm@iplt20.com>, Andrew Wildblood <Andrew.Wildblood@imgworld.com>, Paul Manning <PManning@csi-sports.net>
Date: 26.02.2010 21:43

AW : this will be between balls and not between overs so no issues there.

Sent from BlackBerry® on Airtel

From: lkm@iplt20.com
Date: Fri, 26 Feb 2010 14:33:13 +0000
To: Andrew Wildblood <Andrew.Wildblood@imgworld.com>; Paul Manning <PManning@csi-sports.net>; Sundar Raman <sundar@iplt20.com>
Subject: Re: IPL/MSM Amendment Agreement - subject to contract

Not to worry we will put the ads. Anyone does not like can give back rights.

Sent from BlackBerry® on Airtel

From: "Wildblood, Andrew" <Andrew.Wildblood@imgworld.com>
Date: Tue, 23 Feb 2010 18:34:44 +0000
To: Manning, Paul <PManning@csi-sports.net>; Sundar <sundar@iplt20.com>; lkm@iplt20.com <lkm@iplt20.com>
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Assume the advertisers will be targeting India so if the international broadcasters are forewarned they can schedule their own breaks at the same time.

From: Manning, Paul
Sent: 23 February 2010 13:31
To: Wildblood, Andrew; Sundar; lkm@iplt20.com
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

I was going to suggest adding this into the amendment agreement with WSG, which currently only refers to payment of the extra rights fee for the 60th match.

At present under WSG agreement, as with the Sony agreement, the feed to be provided by IPL is essentially a clean feed, apart from the DLF/IPL logo, the sponsored timing graphic and verbal references to the timing sponsor. Therefore, do we also want to make it clear that the world feed is going to contain 150 seconds of IPL airtime, which may contain commercial advertising spots. If the intention is not for WSG/its licensees to be under an obligation to broadcast this airtime, then the amendment may not be so necessary, then the amendment may not be so necessary.

Please let me know your views on this and I will make the changes (as necessary) to the WSG amendment agreement.

Best regards.

Paul

From: Wildblood, Andrew
Will also need to inform WSG as they will need to forewarn their broadcasters.

---

From: Sundar [mailto:sundar@ipl20.com]
Sent: 23 February 2010 05:31
To: Manning, Paul; lkm@ipl20.com
Cc: Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Its point 2 as below.

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From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: 22 February 2010 18:11
To: lkm@ipl20.com; sundar@ipl20.com
Cc: Wildblood, Andrew
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

Dear Lalit, Sundar

Please see below my draft response to Ashok for your review and comments.

Before sending it I would be grateful for some clarification as to how you wish to use the 150 seconds airtime, as this may change the response on this issue. Is the 150 seconds:

1. only for our cameras to focus advertising at the venue itself, ie on the big screen or hoardings in the venues? Or
2. does IPL also want to be able to insert 150 seconds of commercial advertising spots into the world feed, which Sony must then broadcast? Or
3. does IPL also want to be able to supply Sony with 150 seconds of commercial spots for it to insert into its broadcast feed?

We have contracted to provide Sony (and WSG) with a clean feed save only for the DLF/IPL logo, the timing sponsor and verbal references to the timing sponsor. Therefore, we should expect the inclusion of actual commercial advertising spots in the world feed and even prolonged focussing on at-venue advertisements (on hoardings or the big screen) to provoke complaints of breach from broadcasters (including WSG’s licensees) who have contracted for a clean feed.

Also, please note that the second paragraph of my response to point 1 is a little cute – I would expect Sony to respond that we should change “(i.e. between and during overs)” to “(i.e. between and during overs and during Time Outs)”, not “(including between and during overs and during Time Outs)”, or even that “between and during overs” covers off “during Time Outs”.

Best regards.

Paul

---

Dear Ashok

2 of 6
Please see my responses to the points you have made in bold below.

As a general point, IPL’s agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL’s position on the other changes to the agreement. If Sony does not agree to IPL’s position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full on or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL – it will give Sony the benefit of keeping these funds for 5 or 6 months – so IPL requires something in return if it is to agree to it.

Yours, etc.

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I’d raise regarding the proposed amendments.

1. On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2,600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

Ashok, I think you know what is meant by IPL reserving its position as this was the subject of discussion last year. IPL made it very clear last year that the 2,000 seconds (or 2,600 seconds as it will now be) of airtime was to be delivered “in the Feed” as stated in 8.6(b). The Feed begins 10 minutes before the match and finishes 10 minutes after the match, and this is the timeframe in which the commercial airtime obligation may be fulfilled. Sony adopted a different interpretation and James Rego reserved IPL’s position. If you can’t remember this, then Sneha will be able to remind you! I was making it clear that by agreeing to remove from the Amendment Agreement the express reference to 10 minutes before and 10 minutes after IPL was not agreeing to Sony’s interpretation of this clause, but was reserving its position. You are not going to change IPL’s view on this so let’s move on.

The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.
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I know that Time Outs were defined in the contract. The whole point of this part of the amendment is to change that.

The reality is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. It cannot have playing conditions dictated by third parties, and Sony's commercial interests are protected by the obligation to make available 2,600 seconds airtime in a fully completed 40 over match – provided IPL complies with that obligation Sony shouldn’t have grounds for complaint.

That said, we appreciate that you will need to know what the format of the time outs will be, so IPL will agree to provide Sony with reasonable notice of this prior to each season.

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4. Further as you may know the Information Ministry has pretty stringent guidelines about advertising of
Webrnail of 6 was Paul Best removed

Subject: Further
To: Fufther
Cc: Sent: Thursday, February 18, 2010 9:39 PM

Dear Ashok,

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**IPL is aware of Information Ministry advertising guidelines.**

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This is not an issue for the amendment agreement and will not be included in it.

We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a "show cause notice" by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

**IPL does not agree to this. Sony should continue to either use the Bank Guarantee format in the contract or such other form that is approved in advance by IPL. This is not open for further discussion.**

Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

---

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards,

Paul
Hi Sundar

I strongly recommend that IPL does not commit to accept for the rest of the term the form of BG provided by Sony this year. There is a long time to go under this contract and the law may change in such a way that IPL might need to alter the form of bank guarantee to make it effective. If IPL commits to accept the form used by Sony this year, IPL could be stuck with a BG that does not work.

Under the current wording Sony have to use an approved form of BG, but IPL cannot unreasonably delay, condition or withhold that approval. That should be sufficient comfort for Sony. Getting approval requires nothing more from them than sending IPL a draft.

Please confirm.

Best regards.

Paul

From: Sundar [mailto:sundar@iplt20.com]
Sent: 26 February 2010 12:00
To: Manning, Paul
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Paul,

I understand the change in BG is not reflected. We will accept whatever they gave last year and year before. Also some minor thing he mentioned. Expect a mail.

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: 26 February 2010 14:48
To: 'AshokN@setindia.com'
Cc: 'snehar@setindia.com'; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Further to your conversation with Sundar, please see the attached revised amendment agreement, with a couple of notes in comment balloons to explain certain of the changes.

Have a good weekend.

Best regards.

Paul

From: Manning, Paul
Sent: 23 February 2010 12:06
To: AshokN@setindia.com
Cc: snehar@setindia.com; lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Please see my responses in bold below to the comments you have made in your email.
As a general point, IPL's agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL's position on the other changes to the agreement. If Sony does not agree to IPL's position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL – it will give Sony the benefit of keeping these funds for 5 or 6 months – so IPL requires something in return if it is to agree to it.

I look forward to hearing from you.

Best regards.

Paul

---

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I'd raise regarding the proposed amendments.

1. On the "10 minutes before and after" the match footage, I'm not sure why you state the IPL reserves its rights. Are you suggesting that the 2,600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this "between and during" overs and during "Time Outs" respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it "between and during" overs and during "Time Outs" as per the MRLA still subsists. Secondly you've added the word "including" before "between and during overs" which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

2. On the "10 minutes before and after" the match definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the amendment agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.

I know that Time Outs were defined in the contract. The whole point of this part of the amendment is to change that.

The reality is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. It cannot have playing conditions dictated by third parties, and Sony's commercial interests are protected by the obligation to make available 2,600 seconds airtime in a fully completed 40 over match – provided IPL complies with that obligation Sony shouldn't have grounds for complaint.
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We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a “show cause notice” by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

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Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers
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Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imgworld.com

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To: AshokN@setindia.com
Cc: snehar@setindia.com; lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

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Ashok, I think you know what is meant by IPL reserving its position as this was the subject of discussion last year. IPL made it very clear last year that the 2,000 seconds (or 2,600 seconds as it will now be) of airtime was to be delivered "in the Feed" as stated in 8.6(b). The Feed begins 10 minutes before the match and finishes 10 minutes after the match, and this is the timeframe in which the commercial airtime obligation may be fulfilled. Sony adopted a different interpretation and James Rego reserved IPL's position. If you can't remember this, then Sneha will be able to remind you! I was making it clear that by agreeing to remove from the Amendment Agreement the express reference to 10 minutes before and 10 minutes after IPL was not agreeing to Sony's interpretation of this clause, but was reserving its position. You are not going to change IPL's view on this so let's move on.

The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the amendment agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.

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Cc: Ikm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: IPL/ MSM Amendment Agreement - subject to contract

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Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH
Tel: 020 8233 7826 * Fax: 020 8233 6523

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AMENDMENT AGREEMENT

This Amendment Agreement dated as of February 2010 (this "Amendment")

Between

(1) BOARD OF CONTROL FOR CRICKET IN INDIA, a society registered under the Tamil Nadu Societies Registration Act and having its address at Cricket Center, Wankhede Stadium, Mumbai – 400020, India for and on behalf of its separate Sub-Committee unit known as Indian Premier League ("Licensor"); and

(2) MSM SATELLITE (SINGAPORE) PTE. LTD., a company organized under the laws of Singapore and having its principal offices at 5 Tampines Central 6, #02-19 Telepark Building, Singapore, 529482 (which expression shall include its successors and assigns) ("Licensee").

RECATALS:

A. Licensor and Licensee (the "Parties") have entered into the Indian Premier League Media Rights Licence Agreement dated 25 March 2009 pursuant to which Licensee has been granted the Media Rights (the "Agreement").

B. The Parties wish to amend the Agreement and otherwise agree on terms as set out in this Amendment.

Whereas it is hereby agreed as follows, each with effect from the date hereof:

1. 3\(^{rd}\)/4\(^{th}\) Place Play-Off Match and Rights Fee

The Agreement shall be amended as follows:

1.1 A new Clause 7.1(c) shall be added to the Agreement as follows:

"It is acknowledged and accepted by the Parties that for the 2010 IPL season:

(i) an additional (i.e. 60\(^{th}\)) Match shall be played between the losing semi-finalists for that season (referred to as the "3\(^{rd}\)/4\(^{th}\) Place Play-Off");

(ii) in consideration of Licensor's grant to Licensee of the Media Rights to such 3\(^{rd}\)/4\(^{th}\) Place Play-Off Licensee shall pay to Licensor in accordance with the provisions of Clause 7 an incremental pro rata increase in the Rights Fee in the following amount:

Indian Rupees 57,627,119

(iii) The additional Rights Fee under Clause 7.1(c)(i) shall be paid by Licensee to Licensor in full with the second installment of the Rights Fee under Clause 1(b)(ii) of Schedule 1 of this Agreement, and

(iv) all of the terms and conditions of this Agreement shall apply to such 3\(^{rd}\)/4\(^{th}\) Place Play-Off."
2. Time Outs and Commercial Time

The Agreement shall be amended as follows:

2.1 The definition of “Time Out” in Clause 1 of the Agreement shall be deleted in its entirety and replaced by the following new definition of “Time Out”:

“means the scheduled breaks in play during each innings in a Match, of a number, timing, format and content as determined by the Licensor in its discretion, as notified by the Licensor to the Licensee in advance”

2.2 Clause 5.13 of the Agreement shall be deleted in its entirety.

2.3 In the first paragraph of Clause 8.6(b) of the Agreement, the words “Licensor shall ensure the Feed provides Licensee with a minimum of 2,000 seconds of commercial time (i.e., between and during overs) PLUS another 600 seconds of commercial airtime in Time Outs in each fully completed Match of 40 (forty) overs” shall be deleted and replaced by the words:

“Licensor shall ensure the Feed provides Licensee with the opportunity to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e., including between and during overs and during Time Outs) in each fully completed Match of 40 (forty) overs.”

2.4 In Clause 8.6(b)(iv) of the Agreement, the words “Licensee shall be entitled to insert a minimum of 2,000 seconds of commercial time (i.e., between and during overs) and 600 seconds in each Time Out in each fully completed Match of 40 overs...” shall be deleted and replaced by the words:

“Licensee shall be entitled to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e., including between and during overs and during Time Outs) for each fully completed Match of 40 (forty) overs...”

2.5 The Appendix to the Agreement shall be deleted in its entirety.

3. Licensor Commercial Airtime

The Agreement shall be amended as follows:

3.1 In Clause 2.8 of the Agreement, the words “Subject to Licensee having inserted 2,600 seconds of commercial time per Match for use by Licensee and its appointed advertisers and Sub-Licenses pursuant to Clause 8.6, Licensee shall provide and/or procure that Licensor is provided with a minimum of 150 seconds of television airtime spots (whether 5 x 30 second spots or otherwise at Licensor’s discretion as notified by Licensor to Licensee not later than 90 days prior to the next IPL season and in the case of the 2009 IPL season reasonably in advance of the first Match of the 2009 IPL season) during every live transmission of Matches and/or any Player Auction in India for the purposes of promoting the League, the Teams, cricket and the official website” shall be deleted.

3.2 A new Clause 5.3(i)(d) shall be added as follows:

“(d) may include within an over of any Match, but not while the ball is “in play” (as defined in Clause 8.6(b)(5) below) and not between overs, commercial airtime spots of an aggregate duration of 150 (one hundred and fifty) seconds per Match (in any combination, whether 10 x 15 second spots or otherwise at Licensor's discretion) (the “Licensor Commercial Airtime”) shall be...”
3.3 In Clause 5.3(i) the words “and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor at all times on all transmissions and broadcasts without blocking it in any manner whatsoever” shall be deleted and replaced by the words:

“and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor and the Licensee Commercial Airtime at all times on all transmissions and broadcasts without blocking or altering them in any manner whatsoever.”

3.4 A new Clause 5.3(iii) and Clause 5.3(iv) shall be added as follows:

“5.3(iii) Licensee acknowledges and accepts that the Licensor Commercial Airtime may be exploited by Licensor for any commercial or non-commercial purpose in its discretion, including by selling such Licensor Commercial Airtime to any third party commercial advertisers and/or by promoting the League, the Title Sponsor, the Official Sponsors, the Teams, cricket and/or the official website. Licensor shall be entitled to retain all revenues that it derives from its exploitation of the Licensor Commercial Airtime.

5.3(iv) Licensor acknowledges and accepts that the provision inclusion by Licensor of the Licensee Commercial Airtime in the Feed shall be without prejudice to its obligations under Clause 8.6(h) below.”

4. Additional Franchises and Rights Fee Adjustments

Clause 7.9(f) of the Agreement “Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(b) shall be paid by Licensee to Licensor on or before the date of the first Match of each Season to which the incremental increase in Rights Fee applies unless otherwise agreed in writing by Licensor. For the avoidance of doubt, the Bank Guarantees to be provided under Clause 7.5 above shall be in the amount of such increased Rights Fee” shall be deleted in its entirety and replaced by a new Clause 7.9(f) as follows:

“(f) Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(b) shall be paid by Licensee to Licensor no later than the later of: (i) the date sixty (60) days after the scheduled date of the first Match of each Season to which the incremental increase in Rights Fee applies, and (ii) 30 September of the year in which the incremental increase in Rights Fee applies; unless otherwise agreed in writing by Licensor. For the avoidance of doubt: (A) the Payment Schedule for the original Rights Fee shall remain as set out in Schedule 1 of this Agreement, and (B) the Bank Guarantees to be provided under Clause 7.5 above shall be in the amount of the total increased Rights Fee (i.e. the original Rights Fee and the incremental Rights Fee) and shall be provided by the dates set out in Clause 7.3.”

5. General

5.1 Capitalised terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Agreement.
5.2 The Parties confirm that this Amendment operates to amend the Agreement in accordance with Clause 24 thereof.

5.3 Subject to the foregoing amendments thereto, the Agreement shall continue in full force and effect, and from the date hereof reference to the Agreement shall be read as reference to that document as amended by the terms hereof.

5.4 Clauses 15, 16, 17, 20, 23, 26 and 28 of the Agreement apply to this Amendment and are incorporated into this Amendment as if references in those provisions to the Agreement were references to this Amendment.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have set their hands hereto the day and year first above written.

BOARD OF CONTROL FOR CRICKET IN INDIA MSM SATELLITE (SINGAPORE) PTE. LTD.

By: ___________________________ By: ___________________________
Name: ___________________________ Name: ___________________________
Title: ___________________________ Title: ___________________________

IN THE PRESENCE OF A WITNESS IN THE PRESENCE OF A WITNESS

Name: ___________________________ Name: ___________________________
Gents

On the two points Ashok has made:

1. Bank guarantee: please see my earlier email – I don’t think we should agree to this. We have nothing to gain from it and risk having ineffective, unenforceable bank guarantees. It is a small risk, but with potential huge consequences, so it is not a change we should agree.

2. Miscues – we negotiated these provisions to death, so instinctively I would resist. However, as a matter of principle, it seems fair that if a ball is not included (in part or in full) in the world feed we make available due to a miscue by the director on the IPL production team then Sony should not be liable. Please confirm whether you agree with that and if you do I can amend the drafting.

Best regards.

Paul

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 26 February 2010 14:28
To: Manning, Paul
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Thank you. I did try and call you twice yesterday to explain what we had discussed with Sundar. The two points I believe which aren’t covered (and I checked with Sundar on these) are the Bank Guarantee format – Paul we’ve used the same format for two years in a row and it’s not going to be too much trouble to confirm we may continue to use this for the rest of the seasons. And last is the ‘miscues’ issue. Our point simply is that we ought not to be penalized for a miscue on the world feed – something out of our control.

Appreciate your including these two points.

Have a good weekend too.

Cheers

Ashok

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Friday, February 26, 2010 2:48 PM
To: Ashok Nambissan
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Further to your conversation with Sundar, please see the attached revised amendment agreement, with a couple of notes in comment balloons to explain certain of the changes.

Have a good weekend.

Best regards.
Hi Ashok

Please see my responses in bold below to the comments you have made in your email.

As a general point, IPL’s agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL’s position on the other changes to the agreement. If Sony does not agree to IPL’s position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full on or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL – it will give Sony the benefit of keeping these funds for 5 or 6 months – so IPL requires something in return if it is to agree to it.

I look forward to hearing from you.

Best regards.

Paul

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Hi Paul:

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I’d raise regarding the proposed amendments.

1. On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

Ashok, I think you know what is meant by IPL reserving its position as this was the subject of discussion last year. IPL made it very clear last year that the 2,000 seconds (or 2,600 seconds as it will now be) of airtime was to be delivered “in the Feed” as stated in 8.6(b). The Feed begins 10 minutes before the match and finishes 10 minutes after the match, and this is the timeframe in which the commercial airtime obligation may be fulfilled. Sony adopted a different interpretation and James Rego reserved IPL’s position. If you can’t remember this, then Sneha will be able to remind you! I was making it clear that by agreeing to remove from the Amendment Agreement the express reference to 10 minutes before and 10 minutes after IPL was not agreeing to Sony’s interpretation of this clause, but was reserving its position. You are not going to change IPL’s view on this so let’s move on.

The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the amendment agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.
2. On the “Time Outs” definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

I know that Time Outs were defined in the contract. The whole point of this part of the amendment is to change that.

The reality is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. It cannot have playing conditions dictated by third parties, and Sony’s commercial interests are protected by the obligation to make available 2,600 seconds airtime in a fully completed 40 over match – provided IPL complies with that obligation Sony shouldn’t have grounds for complaint.

That said, we appreciate that you will need to know what the format of the time outs will be, so IPL will agree to provide Sony with reasonable notice of this prior to each season.

3. On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment.

Correct. That is because this requirement doesn’t work in practice. It’s 2,600 seconds per fully completed 40 over match, so in theory IPL would have to wait until the end of the match and the provision of the 2,600th second (which in reality is not going to be provided much before the end of a full match) before IPL could exploit that entitlement.

Again, the obligation on IPL to provide 2,600 seconds is sufficient – if IPL fails to provide that much airtime to Sony (whether due to the fact IPL’s 150 seconds have been included or otherwise) Sony will have its remedies.

Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be inserted. There is also a reference to sale of such commercial time. What I’ve been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial ‘on ground’ hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can’t be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

This airtime cannot be restricted to focusing on hoardings – it needs to be airtime that is at IPL’s disposal to use as it sees fit. The only change from last year (other than the removal of the unworkable requirement to provide 2,600 seconds to Sony first) is that this airtime may be commercial in nature as opposed to promotional.

This does not necessarily mean the provision of such advertisements to Sony (by tape or whatever) to insert in its broadcasts; the ads can be inserted in the feed made available to Sony, but Sony will be obliged to broadcast the feed as provided by IPL.

4. Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to ‘surrogate’ advertising too. For e.g. ‘Kingfisher’ and ‘Royal Challenger’ are well known liquor brands. When these are caught by the camera in passing, that’s not an issue but if the camera pans to a hoarding, that’ll be a big issue.

IPL is aware of Information Ministry advertising guidelines.

5. Two other points I believe that were discussed but not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a ‘miscue’ on the world feed- for e.g. a ball is cut because the on ground commentator forgets his cue.

This is not an issue for the amendment agreement and will not be included in it.

We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a “show cause notice” by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.
And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

**IPL does not agree to this.** Sony should continue to either use the Bank Guarantee format in the contract or such other form that is approved in advance by IPL. This is not open for further discussion.

Please do give this your consideration - if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

---

**From:** Manning, Paul [mailto:PManning@csi-sports.net]  
**Sent:** Thursday, February 18, 2010 9:39 PM  
**To:** Ashok Nambissan; Sneha Rajani  
**Cc:** ilkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew  
**Subject:** IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul

---

**Paul Manning**  
**Vice President, IMG Media Legal**  
**IMG Media Limited**  
**5th Floor * McCormack House**  
**Burlington Lane * London W4 2TH**  
**Tel:** 020 8233 7826 * **Fax:** 020 8233 6523

**www.imwork.com**

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Hi Ashok

Please see the attached revised amendment agreement. Please note that:

1. I have included wording dealing with miscues.
2. IPL does not agree with your proposals regarding the bank guarantees; it requires Sony to continue to submit its bank guarantee for approval in accordance with the existing terms of the agreement. This is IPL's final position.

Best regards,

Paul

---

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: Friday, February 26, 2010 14:28
To: Manning, Paul
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Thank you. I did try and call you twice yesterday to explain what we had discussed with Sundar. The two points I believe which aren't covered (and I checked with Sundar on these) are the Bank Guarantee format - Paul we've used the same format for two years in a row and it's not going to be too much trouble to confirm we may continue to use this for the rest of the seasons. And last is the 'miscues' issue. Our point simply is that we ought not to be penalized for a miscue on the world feed- something out of our control.

Appreciate your including these two points.

Have a good weekend too.

Cheers

Ashok

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Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
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Have a good weekend.
Roundcube

Best regards.
Paul

From: Manning, Paul
Sent: 23 February 2010 12:06
To: AshokN@setindia.com
Cc: snehar@setindia.com; lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

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From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

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1. On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

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Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

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**From:** Manning, Paul [mailto:PManning@csi-sports.net]
**Sent:** Thursday, February 18, 2010 9:39 PM
**To:** Ashok Nambissan; Sneha Rajani
**Cc:** lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew

**Subject:** IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

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Paul

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AMENDMENT AGREEMENT

This Amendment Agreement dated as of February 2010 (this "Amendment")

Between

(1) BOARD OF CONTROL FOR CRICKET IN INDIA, a society registered under the Tamil Nadu Societies Registration Act and having its address at Cricket Center, Wankhede Stadium, Mumbai - 400020, India for and on behalf of its separate Sub-Committee unit known as Indian Premier League ("Licensor"); and

(2) MSM SATELLITE (SINGAPORE) PTE. LTD., a company organized under the laws of Singapore and having its principal offices at 5 Tampines Central 6, #02-19 Telepark Building, Singapore, 529482 (which expression shall include its successors and assigns) ("Licensee").

RECITALS:

A. Licensor and Licensee (the "Parties") have entered into the Indian Premier League Media Rights Licence Agreement dated 25 March 2009 pursuant to which Licensee has been granted the Media Rights (the "Agreement").

B. The Parties wish to amend the Agreement and otherwise agree on terms as set out in this Amendment.

Whereas it is hereby agreed as follows, each with effect from the date hereof:

1. 3rd/4th Place Play-Off Match and Rights Fee

The Agreement shall be amended as follows:

1.1 A new Clause 7.1(c) shall be added to the Agreement as follows:

"It is acknowledged and accepted by the Parties that for the 2010 IPL season:

(i) an additional (i.e. 60th) Match shall be played between the losing semi-finalists for that season (referred to as the "3rd/4th Place Play-Off");

(ii) in consideration of Licensor's grant to Licensee of the Media Rights to such 3rd/4th Place Play-Off Licensee shall pay to Licensor in accordance with the provisions of Clause 7 an incremental pro rata increase in the Rights Fee in the following amount:

Indian Rupees 57,627,119

(iii) the additional Rights Fee under Clause 7.1(c)(ii) shall be paid by Licensee to Licensor at full in full with the second installment of the Rights Fee under Clause 1(b)(ii) of Schedule I of this Agreement, and

(iv) all of the terms and conditions of this Agreement shall apply to such 3rd/4th Place Play-Off."
2. **Time Outs and Commercial Time**

The Agreement shall be amended as follows:

2.1 The definition of "Time Out" in Clause 1 of the Agreement shall be deleted in its entirety and replaced by the following new definition of "Time Out":

"means the scheduled breaks in play during each innings in a Match, of a number, timing, format and content as determined by the Licensor in its discretion, as notified by the Licensor to the Licensee in advance"

2.2 Clause 5.13 of the Agreement shall be deleted in its entirety.

2.3 In the first paragraph of Clause 8.6(b) of the Agreement, the words "Licensor shall ensure the Feed provides Licensee with a minimum of 2,000 seconds of commercial time (i.e., between and during overs) PLUS another 600 seconds of commercial airtime in Time Outs in each fully completed Match of 40 (forty) overs" shall be deleted and replaced by the words:

"Licensor shall ensure the Feed provides Licensee with the opportunity to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e., between and during overs and during Time Outs) in each fully completed Match of 40 (forty) overs."

2.4 In Clause 8.6(b)(iv) of the Agreement, the words "Licensee shall be entitled to insert a minimum of 2,000 seconds of commercial time (i.e. between and during overs) and 600 seconds in each Time Out in each fully completed Match of 40 overs..." shall be deleted and replaced by the words:

"Licensee shall be entitled to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e. between and during overs and during Time Outs) for each fully completed Match of 40 (forty) overs..."

2.5 The Appendix to the Agreement shall be deleted in its entirety.

3. **Licensor Commercial Airtime**

The Agreement shall be amended as follows:

3.1 In Clause 2.8 of the Agreement, the words "Subject to Licensee having inserted 2,600 seconds of commercial time per Match for use by Licensee and its appointed advertisers and Sub-Licensees pursuant to Clause 8.6, Licensor shall provide and/or procure that Licensor is provided with a minimum of 150 seconds of television airtime spots (whether 5 x 30 second spots or otherwise at Licensor's discretion as notified by Licensor to Licensee not later than 90 days prior to the next IPL season and in the case of the 2009 IPL season reasonably in advance of the first Match of the 2009 IPL season) during every live transmission of Matches and/or any Player Auction in India for the purposes of promoting the League, the Teams, cricket and the official website" shall be deleted.

3.2 A new Clause 5.3(c)(d) shall be added as follows:

"(d) may include within an over of any Match, but not while the ball is "in play" (as defined in Clause 8.6(b)(ii) below) and not between overs, commercial airtime spots of an aggregate duration of 150 (one hundred and fifty) seconds per Match (in any combination, whether 10 x 15 second spots or otherwise at Licensor's discretion) (the "Licensor Commercial Airtime"). For the avoidance of doubt, footage of
advertising and branding at the Venue that is incidental to normal Match coverage shall not count towards the 150 seconds of Licensor Commercial Airtime.”

3.3 In Clause 5.3(i) the words “and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor at all times on all transmissions and broadcasts without blocking it in any manner whatsoever” shall be deleted and replaced by the words:

“and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor and the Licensor Commercial Airtime at all times on all transmissions and broadcasts without blocking or altering them in any manner whatsoever.”

3.4 A new Clause 5.3(iii) and Clause 5.3(iv) shall be added as follows:

“5.3(iii) Licensee acknowledges and accepts that the Licensor Commercial Airtime may be exploited by Licensor for any commercial or non-commercial purpose in its discretion, including by selling such Licensor Commercial Airtime to any third party commercial advertisers and/or by promoting the League, the Title Sponsor, the Official Sponsors, the Teams, cricket and/or the official website. Licensor shall be entitled to retain all revenues that it derives from its exploitation of the Licensor Commercial Airtime.

5.3(iv) Licensor acknowledges and accepts that the inclusion by Licensor of the Licensor Commercial Airtime in the Feed shall be without prejudice to its obligations under Clause 8.6(b) below.”

4. Additional Franchises and Rights Fee Adjustments

Clause 7.9(1) of the Agreement “Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(b) shall be paid by Licensee to Licensor on or before the date of the first Match of each Season to which the incremental increase in Rights Fee applies unless otherwise agreed in writing by Licensor. For the avoidance of doubt, the Bank Guarantees to be provided under Clause 7.5 above shall be in the amount of such increased Rights Fee” shall be deleted in its entirety and replaced by a new Clause 7.9(1) as follows:

“(f) Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(b) shall be paid by Licensee to Licensor by no later than the later of (i) the date sixty (60) days after the scheduled date of the final Match of each Season to which the incremental increase in Rights Fee applies; and (ii) 30 September of the year in which the incremental increase in Rights Fee applies, unless otherwise agreed in writing by Licensor. For the avoidance of doubt: (A) the Payment Schedule for the original Rights Fee shall remain as set out at Clause 7.2 and Schedule 1 of this Agreement, and (B) the Bank Guarantees to be provided under Clause 7.5 above shall be in the amount of the total increased Rights Fee (i.e. the original Rights Fee and the incremental Rights Fee) and shall be provided by the dates set out in Clause 7.5.”
5. **Quality and integrity of Broadcast**

The following wording shall be added as a new sentence at the end of Clause 8.6(a)(i):

"It is acknowledged that Licensee shall not be in breach of this Clause 8.6(a)(i) if and to the extent that a misstep by the Host Broadcaster interrupts or curtails the inclusion in the Feed of coverage of a ball "in play"."

5.6 _General_

5.6.1 Capitalised terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Agreement.

5.6.2 The Parties confirm that this Amendment operates to amend the Agreement in accordance with Clause 24 thereof.

5.6.3 Subject to the foregoing amendments thereto, the Agreement shall continue in full force and effect, and from the date hereof reference to the Agreement shall be read as reference to that document as amended by the terms hereof.

5.6.4 Clauses 15, 16, 17, 20, 23, 26 and 28 of the Agreement apply to this Amendment and are incorporated into this Amendment as if references in those provisions to the Agreement were references to this Amendment.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have set their hands hereeto the day and year first above written.

BOARD OF CONTROL FOR CRICKET IN INDIA  
By: ________________________________  
Name:  
Title:  

MSM SATELLITE (SINGAPORE) PTE. LTD.  
By: ________________________________  
Name:  
Title:  

IN THE PRESENCE OF A WITNESS  

Name:  

IN THE PRESENCE OF A WITNESS  

Name:
Hi Paul:

I can only request Sundar to clarify re. the Bank Guarantee as this was discussed and I thought agreed with him when we last met along with Manjit and Sneha. Meanwhile I’ll review with the team and get back to you soonest on the amendments.

Cheers

Ashok

---

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Wednesday, March 03, 2010 8:57 PM
To: Ashok Nambissan
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Please see the attached revised amendment agreement. Please note that:

1. I have included wording dealing with miscues.
2. IPL does not agree with your proposals regarding the bank guarantees; it requires Sony to continue to submit its bank guarantee for approval in accordance with the existing terms of the agreement. This is IPL's final position.

Best regards.

Paul

---

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 26 February 2010 14:28
To: Manning, Paul
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Thank you. I did try and call you twice yesterday to explain what we had discussed with Sundar. The two points I believe which aren’t covered (and I checked with Sundar on these) are the Bank Guarantee format- Paul we’ve used the same format for two years in a row and it’s not going to be too much trouble to confirm we may continue to use this for the rest of the seasons. And last is the ‘miscues’ issue. Our point simply is that we ought not to be penalized for a miscue on the world feed- something out of our control.

Appreciate your including these two points.

Have a good weekend too.

Cheers
Hi Ashok

Further to your conversation with Sundar, please see the attached revised amendment agreement, with a couple of notes in comment balloons to explain certain of the changes.

Have a good weekend.

Best regards.

Paul

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Friday, February 26, 2010 2:48 PM
To: Ashok Nambissan
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Please see my responses in bold below to the comments you have made in your email.

As a general point, IPL’s agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL’s position on the other changes to the agreement. If Sony does not agree to IPL’s position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full on or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL – it will give Sony the benefit of keeping these funds for 5 or 6 months – so IPL requires something in return if it is to agree to it.

I look forward to hearing from you.

Best regards.

Paul

From: Manning, Paul
Sent: 23 February 2010 12:06
To: AshokN@setindia.com
Cc: snehar@setindia.com; lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I’d raise regarding the proposed amendments.

1. On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.
Ashok, I think you know what is meant by IPL reserving its position as this was the subject of discussion last year. IPL made it very clear last year that the 2,000 seconds (or 2,600 seconds as it will now be) of airtime was to be delivered “in the Feed” as stated in 8.6(b). The Feed begins 10 minutes before the match and finishes 10 minutes after the match, and this is the timeframe in which the commercial airtime obligation may be fulfilled. Sony adopted a different interpretation and James Rego reserved IPL’s position. If you can’t remember this, Shena will be able to remind you! I was making it clear that by agreeing to remove from the Amendment Agreement the express reference to 10 minutes before and 10 minutes after IPL was not agreeing to Sony’s interpretation of this clause, but was reserving its position. You are not going to change IPL’s view on this so let’s move on.

The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the amendment agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.

2. On the “Time Outs” definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

I know that Time Outs were defined in the contract. The whole point of this part of the amendment is to change that.

The reality is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. It cannot have playing conditions dictated by third parties, and Sony’s commercial interests are protected by the obligation to make available 2,600 seconds airtime in a fully completed 40 over match – provided IPL complies with that obligation Sony shouldn’t have grounds for complaint.

That said, we appreciate that you will need to know what the format of the time outs will be, so IPL will agree to provide Sony with reasonable notice of this prior to each season.

3. On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment.

Correct. That is because this requirement doesn’t work in practice. It’s 2,600 seconds per fully completed 40 over match, so in theory IPL would have to wait until the end of the match and the provision of the 2,600th second (which in reality is not going to be provided much before the end of a full match) before IPL could exploit that entitlement.

Again, the obligation on IPL to provide 2,600 seconds is sufficient – if IPL fails to provide that much airtime to Sony (whether due to the fact IPL’s 150 seconds have been included or otherwise) Sony will have its remedies.

Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be inserted. There is also a reference to sale of such commercial time. What I’ve been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial ‘on ground’ hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can’t be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

This airtime cannot be restricted to focusing on hoardings – it needs to be airtime that is at IPL’s disposal to use as it sees fit. The only change from last year (other than the removal of the unworkable requirement to provide 2,600 seconds to Sony first) is that this airtime may be commercial in nature as opposed to promotional.

This does not necessarily mean the provision of such advertisements to Sony (by tape or whatever) to insert in its broadcasts; the ads can be inserted in the feed made available to Sony, but Sony will be obliged to broadcast the feed as provided by IPL.

4. Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to ‘surrogate’ advertising too. For e.g. ‘Kingfisher’ and ‘Royal Challenger’ are well known liquor brands. When these
are caught by the camera in passing, that’s not an issue but if the camera pans to a hoarding, that’ll be a big issue.

**IPL is aware of Information Ministry advertising guidelines.**

5. Two other points I believe that were discussed but do not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a ‘miscue’ on the world feed - for e.g. a ball is cut because the on ground commentator forgets his cue.

This is not an issue for the amendment agreement and will not be included in it.

We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a “show cause notice” by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

**IPL does not agree to this.** Sony should continue to either use the Bank Guarantee format in the contract or such other form that is approved in advance by IPL. This is not open for further discussion.

Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

---

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul

---

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imgworld.com

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Hi Ashok

I have had this point confirmed by Lalit and Sundar. IPL will not alter the existing contractual requirements in relation to bank guarantees.

Many thanks

Paul

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 03 March 2010 15:35
To: Manning, Paul
Cc: Sneha Rajani; lkm@iplt20.com; sundar@iplt20.com
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

I can only request Sundar to clarify re. the Bank Guarantee as this was discussed and I thought agreed with him when we last met along with Manjit and Sneha. Meanwhile I’ll review with the team and get back to you soonest on the amendments.

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Sent: Wednesday, March 03, 2010 8:57 PM
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1. I have included wording dealing with miscues.
2. IPL does not agree with your proposals regarding the bank guarantees; it requires Sony to continue to submit its bank guarantee for approval in accordance with the existing terms of the agreement. This is IPL’s final position.

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Sent: 26 February 2010 14:28
To: Manning, Paul
Cc: Sneha Rajani; lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract
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Appreciate your including these two points.

Have a good weekend too.

Cheers

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To: Ashok Nambissan
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Paul

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From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract
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Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

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**From:** Manning, Paul [mailto:PManning@csi-sports.net]
**Sent:** Thursday, February 18, 2010 9:39 PM
**To:** Ashok Namblisson; Sneha Rajani
**Cc:** lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew

**Subject:** IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

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Best regards.
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Subject: RE: IPL/MSM amendment

Sender: Sundar <sundar@ipl20.com>

Recipient: Manning, Paul <PManning@csi-sports.net>, lkm@ipl20.com

Copy: Wildblood, Andrew <Andrew.Wildblood@imgworld.com>

Date: 04.03.2010 20:59

I am fine with the restricting 150 second not being given to single advertiser

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: 04 March 2010 20:06
To: 'lkm@ipl20.com'; 'Sundar Raman'
Cc: Wildblood, Andrew
Subject: IPL/MSM amendment

Dear all

I have spoken to Ashok, and he raised 3 points regarding the amendment:

1. Bank guarantee

   We reached a compromise whereby Sony could continue to use the current form of bank guarantee until further notice by IPL. Therefore, if we need to make a change to the format of the BG, we notify MSM, so IPL retains that flexibility and control, while Sony has a degree of certainty.

2. IPL commercial airtime: method of exploitation

   - MSM were under the impression that the IPL airtime would only consist of the camera focussing on an at-venue advertising board. They did not realise IPL may want to insert ads into the feed.

   I told Ashok that IPL will want the option to do either, but that this should not make any difference to them (150 sec limit will still apply, either way is a third party ad whether at venue or pre-recorded, etc). Ashok will need to check with Manjit and Sneha as this was not their understanding.

   Please confirm that what I have stated is correct, ie IPL’s 150 second will either comprise a fixed camera shot of an advertising board, or it will be an insertion into the world feed. I suggest that Sundar/Lalit will need to agree this with Sneha/Manjit.

   - I reassured Ashok that - IPL will incorporate the IPL airtime into the feed it makes available, and that IPL will not be providing Sony with ads that it must insert into its feed/broadcasts. I offered to include some words clarifying that MSM would not be required to include such ads itself, but told Ashok that MSM would have to broadcast the feed as delivered, including the IPL airtime.

   Please confirm this point is also correct.

3. IPL commercial airtime: allocation of time and sponsors.

   - MSM want to include confirmation that the full 150 seconds will not be given to one sponsor only, because otherwise this could cause trouble for MSM with their sponsors. I told him IPL would want to retain flexibility - if x company made a big offer for 150 seconds I’m guessing you would want to do that.

   - There is obviously compromise wording that could be included - IPL will exploit/allocate the 150 seconds in good faith, or bearing in mind MSM’s commercial representations or after consulting with MSM (possibly only before selling all 150 secs to one advertiser). These seem fairly undemanding on IPL, but they still require action by IPL and still represent a limit on IPL’s discretion.

   Please advise whether you would be happy with such a limit or procedure, or whether IPL wants to retain complete discretion as to how the 150 seconds is exploited.
I look forward to your thoughts.

Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imgworld.com

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Dear all,

Please find attached a revised amendment agreement incorporating:

1. The wording on the Bank Guarantee mentioned in my email

   "It is acknowledged and agreed that the format of Bank Guarantee approved by Licensor and used by Licensee for Seasons 2009 and 2010 shall continue to be approved by Licensor for use by Licensee for subsequent Seasons' Bank Guarantees unless and until Licensor notifies Licensee to the contrary."

2. Additional wording on the IPL commercial airtime, including the commitment not to sell to one advertiser:

   "It is agreed that the Licensor Commercial Airtime (if used by Licensor) shall be included in the Feed by Licensor or its Host Broadcaster, and not by means of Licensor providing Licensee with the material (e.g., a tape of a commercial ad) for Licensee to incorporate into the Feed made available by Licensor.

   Licensor agrees that it shall not sell the entire 150 seconds of Licensor Commercial Airtime to one commercial advertiser."

If you are content with these changes I will send on to Sony. Even with these changes, I think that it may still be necessary for IPL to confirm to Sneha or Manjit that the IPL Commercial Airtime may take the form of either camera focus on an at-venue advertisement or an ad inserted into the feed.

Best regards.

Paul

---

From: Sundar [mailto:sundar@ipl20.com]
Sent: 04 March 2010 15:29
To: Manning, Paul; lkm@ipl20.com
Cc: Wildblood, Andrew
Subject: RE: IPL/MSM amendment

I am fine with the restricting 150 second not being given to single advertiser

---

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: 04 March 2010 20:06
To: lkm@ipl20.com; Sundar Raman
Cc: Wildblood, Andrew
Subject: IPL/MSM amendment

Dear all

I have spoken to Ashok, and he raised 3 points regarding the amendment:

1. Bank guarantee

   We reached a compromise whereby Sony could continue to use the current form of bank guarantee until further notice by IPL. Therefore, if we need to make a change to the format of the BG, we notify
MSM, so IPL retains that flexibility and control, while Sony has a degree of certainty.

2. IPL commercial airtime: method of exploitation

   MSM were under the impression that the IPL airtime would only consist of the camera focusing on an at-venue advertising board. They did not realise IPL may want to insert ads into the feed.

   I told Ashok that IPL will want the option to do either, but that this should not make any difference to them (150 sec limit will still apply, either way it is a third party ad whether at venue or pre-recorded, etc). Ashok will need to check with Manjit and Sneha as this was not their understanding.

   Please confirm that what I have stated is correct, ie IPL’s 150 second will either comprise a fixed camera shot of an advertising board, or it will be an insertion into the world feed. I suggest that Sundar/Lalit will need to agree this with Sneha/Manjit.

   I reassured Ashok that – IPL will incorporate the IPL airtime into the feed it makes available, and that IPL will not be providing Sony with ads that it must insert into its feed/broadcasts. I offered to include some words clarifying that MSM would not be required to include such ads itself, but told Ashok that MSM would have to broadcast the feed as delivered, including the IPL airtime.

   Please confirm this point is also correct.

3. IPL commercial airtime: allocation of time and sponsors.

   MSM want to include confirmation that the full 150 seconds will not be given to one sponsor only, because otherwise this could cause trouble for MSM with their sponsors. I told him IPL would want to retain flexibility – if a company made a big offer for 150 seconds I’m guessing you would want to do that.

   There is obviously compromise wording that could be included - IPL will exploit/allocate the 150 seconds in good faith, or bearing in mind MSM’s commercial representations or after consulting with MSM (possibly only before selling all 150 secs to one advertiser). These seem fairly undemanding on IPL, but they still require action by IPL and still represent a limit on IPL’s discretion.

   Please advise whether you would be happy with such a limit or procedure, or whether IPL wants to retain complete discretion as to how the 150 seconds is exploited.

I look forward to your thoughts.

Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McComack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imgworld.com
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AMENDMENT AGREEMENT

This Amendment Agreement dated as of February 2010 (this "Amendment")

Between

(1) BOARD OF CONTROL FOR CRICKET IN INDIA, a society registered under the Tamil Nadu Societies Registration Act and having its address at Cricket Center, Wankhede Stadium, Mumbai – 400020, India for and on behalf of its separate Sub-Committee unit known as Indian Premier League ("Licensor"); and

(2) MSM SATELLITE (SINGAPORE) PTE. LTD., a company organized under the laws of Singapore and having its principal offices at 5 Tampines Central 6, #02-19 Telepark Building, Singapore, 529482 (which expression shall include its successors and assigns) ("Licensee").

RECITALS:

A. Licensor and Licensee (the "Parties") have entered into the Indian Premier League Media Rights Licence Agreement dated 25 March 2009 pursuant to which Licensee has been granted the Media Rights (the "Agreement").

B. The Parties wish to amend the Agreement and otherwise agree on terms as set out in this Amendment.

Whereas it is hereby agreed as follows, each with effect from the date hereof:

1. **Bank Guarantee**

The Agreement shall be amended as follows:

1.1 A new Clause 7.6.A shall be added as follows:

"It is acknowledged and agreed that the format of Bank Guarantee approved by Licensor and used by Licensee for Seasons 2009 and 2010 shall continue to be approved by Licensor for use by Licensee for subsequent Seasons. Bank Guarantee unless and until Licensee notifies Licensor to the contrary."

2. **3rd/4th Place Play-Off Match and Rights Fee**

The Agreement shall be amended as follows:

2.1 A new Clause 7.1(c) shall be added to the Agreement as follows:

"It is acknowledged and accepted by the Parties that for the 2010 IPL season:

(i) an additional (i.e. 60th) Match shall be played between the losing semi-finalists for that season (referred to as the "3rd/4th Place Play-Off");

(ii) in consideration of Licensor’s grant to Licensee of the Media Rights to such 3rd/4th Place Play-Off Licensee shall pay to Licensor in accordance with the provisions of Clause 7 an incremental pro rata increase in the Rights Fee in the following amount:

Indian Rupees 57,627,119"
(iii) the additional Rights Fee under Clause 7.1(c)(ii) shall be paid by Licensee to Licensor in full with the second instalment of the Rights Fee under Clause 1(b)(ii) of Schedule I of this Agreement, and

(iv) all of the terms and conditions of this Agreement shall apply to such 3/4th Place Play-Off."

2.3 Time Outs and Commercial Time

The Agreement shall be amended as follows:

2.3.1 The definition of “Time Out” in Clause 1 of the Agreement shall be deleted in its entirety and replaced by the following new definition of “Time Out”:

“means the scheduled breaks in play during each innings in a Match, of a number, timing, format and content as determined by the Licensor in its discretion, as notified by the Licensor to the Licensee in advance”

2.3.2 Clause 5.13 of the Agreement shall be deleted in its entirety.

2.3.3 In the first paragraph of Clause 8.6(b) of the Agreement, the words “Licensee shall ensure the feed provides Licensee with a minimum of 2,600 seconds of commercial time (i.e., between and during overs) PLUS another 600 seconds of commercial airtime in Time Outs in each fully completed Match of 40 (forty) overs” shall be deleted and replaced by the words:

“Licensee shall ensure the Feed provides Licensee with the opportunity to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e. between and during overs and during Time Outs) in each fully completed Match of 40 (forty) overs.”

2.3.4 In Clause 8.6(b)(iv) of the Agreement, the words “Licensee shall be entitled to insert a minimum of 2,600 seconds of commercial time (i.e. between and during overs) and 600 seconds in each Time Out in each fully completed Match of 40 overs...” shall be deleted and replaced by the words:

“Licensee shall be entitled to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e. between and during overs and during Time Outs) for each fully completed Match of 40 (forty) overs...”

2.3.5 The Appendix to the Agreement shall be deleted in its entirety.

3.4 Licensor Commercial Airtime

The Agreement shall be amended as follows:

3.4.1 In Clause 2.8 of the Agreement, the words “Subject to Licensee having inserted 2,600 seconds of commercial time per Match for use by Licensee and its appointed advertisers and Sub-Licensees pursuant to Clause 8.6, Licensee shall provide and/or procure that Licensor is provided with a minimum of 150 seconds of television airtime spots (whether 5 x 30 second spots or otherwise at Licensor's discretion as notified by Licensor to Licensee not later than 90 days prior to the next IPL season and in the case of the 2009 IPL season reasonably in advance of the first Match of the 2009 IPL season) during every live transmission of Matches and/or any Player Auction in India for the purposes of promoting the League, the Teams, cricket and the official website” shall be deleted.

3.24.2 A new Clause 5.3(i)(d) shall be added as follows:
“(d) may include within an over of any Match, but not while the ball is “in play” (as defined in Clause 8.6(b)(i) below) and not between overs, commences to any timing spots of an aggregate duration of 150 (one hundred and fifty) seconds per Match (in any combination, whether 10 x 15 second spots or otherwise at Licensor’s discretion) the “Licensor Commercial Airtime.” For the avoidance of doubt, footage of advertising and branding at the Venue that is incidental to normal Match coverage shall not count towards the 150 seconds of Licensor Commercial Airtime.”

In Clause 5.3(i) the words “and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor at all times on all transmissions and broadcasts without blocking it in any manner whatsoever” shall be deleted and replaced by the words:

“and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor and the Licensor Commercial Airtime at all times on all transmissions and broadcasts without blocking or altering them in any manner whatsoever.”

A new Clause 5.3(iii),and Clause 5.3(iv), Clause 5.3(v) and Clause 5.3(vi) shall be added as follows:

“5.3(iii) Licensee acknowledges and accepts that the Licensor Commercial Airtime may be exploited by Licensor for any commercial or non-commercial purpose in its discretion, including by selling such Licensor Commercial Airtime to any third party commercial advertisers and/or by promoting the League, the Title Sponsor, the Official Sponsors, the Teams, cricket and/or the official website. Licensor shall be entitled to retain all revenues that it derives from its exploitation of the Licensor Commercial Airtime.

5.3(iv) Licensor acknowledges and accepts that the inclusion by Licensor of the Licensor Commercial Airtime in the Feed shall be without prejudice to its obligations with regard to the provision to Licensee of commercial time under Clause 8.6(b) below.

5.3(v) It is agreed that the Licensor Commercial Airtime (if used by Licensor) shall be included in the Feed by Licensor or its Host Broadcaster, and not by means of Licensor providing Licensee with the material for a tape of a commercial ad for Licensee to incorporate into the Feed made available by Licensor.

5.3(vi) Licensor agrees that it shall not sell the entire 150 seconds of Licensor Commercial Airtime to one commercial advertiser.”

4.5. Additional Franchises and Rights Fee Adjustments

The Agreement shall be amended as follows:

5.1. Clause 7.9(f) of the Agreement “Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(f) shall be paid by Licensee to Licensor on or before the date of the first Match of each Season to which the incremental increase in Rights Fee applies unless otherwise agreed in writing by Licensor. For the avoidance of doubt, the Bank Guarantee to be provided under Clause 7.5 above shall be in the amount of such increased Rights Fee” shall be deleted in its entirety and replaced by a new Clause 7.9(f) as follows:

“(f) Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(f) shall be paid by Licensee to Licensor by no later than the later of: (i) the date sixty (60) days after the scheduled date of the final Match of each Season to
which the incremental increase in Rights Fee applies; and (ii) 30 September of the
next year in which the incremental increase in Rights Fee applies, unless otherwise
agreed in writing by Licensee. For the avoidance of doubt: (A) the Payment Schedule
for the original Rights Fee shall remain as set out at Clause 7.2 and Schedule 1 of this
Agreement, and (B) the Bank Guarantees to be provided under Clause 7.5 above shall
be in the amount of the total increased Rights Fee (i.e. the original Rights Fee and the
incremental Rights Fee) and shall be provided by the dates set out in Clause 7.5."

8.6. Quality and Integrity of Broadcast

The Agreement shall be amended as follows:

The following wording shall be added as a new sentence at the end of Clause 8.6(a)(i):

"It is acknowledged that Licensee shall not be in breach of this Clause 8.6(a)(i) if and
to the extent that a miscue by the Host Broadcaster interrupts or curtails the inclusion
in the Feed of coverage of a ball "in play"."

6.7. General

6.7.1 Capitalised terms used in this Amendment and not otherwise defined shall have the
meanings ascribed to them in the Agreement.

6.7.2 The Parties confirm that this Amendment operates to amend the Agreement in
accordance with Clause 24 thereof.

6.7.3 Subject to the foregoing amendments thereto, the Agreement shall continue in full
force and effect, and from the date hereof reference to the Agreement shall be read as
reference to that document as amended by the terms hereof.

6.7.4 Clauses 15, 16, 17, 20, 23, 26 and 28 of the Agreement apply to this Amendment and
are incorporated into this Amendment as if references in those provisions to the
Agreement were references to this Amendment.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have set their hands
here to the day and year first above written.

BOARD OF CONTROL FOR CRICKET IN
INDIA

By: ____________________________  By: ____________________________
Name: __________________________
Title: __________________________

MSM SATELLITE (SINGAPORE) PTE.
LTD.

IN THE PRESENCE OF A WITNESS

By: ____________________________  By: ____________________________
Name: __________________________
Title: __________________________
Dear all

I have spoken to Ashok, and he raised 3 points regarding the amendment:

1. **Bank guarantee**

   We reached a compromise whereby Sony could continue to use the current form of bank guarantee until further notice by IPL. Therefore, if we need to make a change to the format of the BG, we notify MSM, so IPL retains that flexibility and control, while Sony has a degree of certainty.

2. **IPL commercial airtime: method of exploitation**

   - MSM were under the impression that the IPL airtime would only consist of the camera focussing on an at-venue advertising board. They did not realise IPL may want to insert ads into the feed.

   I told Ashok that IPL will want the option to do either, but that this should not make any difference to them (150 sec limit will still apply, either way it is a third party ad whether at venue or pre-recorded, etc). Ashok will need to check with Manjit and Sneha as this was not their understanding.

   Please confirm that what I have stated is correct, ie IPL's 150 second will either comprise a fixed camera shot of an advertising board, or it will be an insertion into the world feed. I suggest that Sundar/Lalit will need to agree this with Sneha/Manjit.

   - I reassured Ashok that – IPL will incorporate the IPL airtime into the feed it makes available, and that IPL will not be providing Sony with ads that it must insert into its feed/broadcasts. I offered to include some words clarifying that MSM would not be required to include such ads itself, but told Ashok that MSM would have to broadcast the feed as delivered, including the IPL airtime.

   Please confirm this point is also correct.

3. **IPL commercial airtime: allocation of time and sponsors.**

   - MSM want to include confirmation that the full 150 seconds will not be given to one sponsor only, because otherwise this could cause trouble for MSM with their sponsors. I told him IPL would want to retain flexibility – if x company made a big offer for 150 seconds I'm guessing you would want to do that.

   - There is obviously compromise wording that could be included - IPL will exploit/allocate the 150 seconds in good faith, or bearing in mind MSM's commercial representations or after consulting with MSM (possibly only before selling all 150 secs to one advertiser). These seem fairly undemanding on IPL, but they still require action by IPL and still represent a limit on IPL's discretion.

   Please advise whether you would be happy with such a limit or procedure, or whether IPL wants
to retain complete discretion as to how the 150 seconds is exploited.

I look forward to your thoughts.

Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

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Yes Paul.

Sent from BlackBerry® on Airtel

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From: "Manning, Paul" <PManning@csi-sports.net>
Date: Fri, 5 Mar 2010 13:37:52 +0000
To: Manning, Paul <PManning@csi-sports.net>; 'Sundar' <sundar@iplt20.com>; 'lkm@iplt20.com'<lkm@iplt20.com>
Cc: Wildblood, Andrew <Andrew.Wildblood@imgworld.com>
Subject: RE: IPL/MSM amendment

Dear all

Am I okay to send this to Sony?

Best regards.

Paul

---

From: Manning, Paul
Sent: 04 March 2010 17:07
To: Sundar; lkm@iplt20.com
Cc: Wildblood, Andrew
Subject: RE: IPL/MSM amendment

Dear all

Please find attached a revised amendment agreement incorporating:

1. The wording on the Bank Guarantee mentioned in my email

   "It is acknowledged and agreed that the format of Bank Guarantee approved by Licensor and used by Licensee for Seasons 2009 and 2010 shall continue to be approved by Licensor for use by Licensee for subsequent Seasons’ Bank Guarantees unless and until Licensor notifies Licensee to the contrary."

2. Additional wording on the IPL commercial airtime, including the commitment not to sell to one advertiser:

   "It is agreed that the Licensor Commercial Airtime (if used by Licensor) shall be included in the Feed by Licensor or its Host Broadcaster, and not by means of Licensor providing Licensee with the material (eg a tape of a commercial ad) for Licensee to incorporate into the Feed made available by Licensor.

   Licensor agrees that it shall not sell the entire 150 seconds of Licensor Commercial Airtime to one commercial advertiser."

If you are content with these changes I will send on to Sony. Even with these changes, I think that it may still be necessary for IPL to confirm to Sneha or Manjit that the IPL Commercial Airtime may take the form of either camera focus on an at-venue advertisement or an ad inserted into the feed.

Best regards.

Paul
Webmail :: Re: IPL/MSM amendment

From: Sundar [mailto:sundar@ipl20.com]
To: Manning, Paul; lkm@ipl20.com
Cc: Wildblood, Andrew
Subject: RE: IPL/MSM amendment

I am fine with the restricting 150 second not being given to single advertiser

From: Manning, Paul [mailto:PManning@csi-sports.net]
To: 'lkm@ipl20.com'; 'Sundar Raman'
Cc: Wildblood, Andrew
Subject: IPL/MSM amendment

Dear all

I have spoken to Ashok, and he raised 3 points regarding the amendment:

1. Bank guarantee

We reached a compromise whereby Sony could continue to use the current form of bank guarantee until further notice by IPL. Therefore, if we need to make a change to the format of the BG, we notify MSM, so IPL retains that flexibility and control, while Sony has a degree of certainty.

2. IPL commercial airtime: method of exploitation

- MSM were under the impression that the IPL airtime would only consist of the camera focussing on an at-venue advertising board. They did not realise IPL may want to insert ads into the feed.

I told Ashok that IPL will want the option to do either, but that this should not make any difference to them (150 sec limit will still apply, either way it is a third party ad whether at venue or pre-recorded, etc). Ashok will need to check with Manjit and Sneha as this was not their understanding.

Please confirm that what I have stated is correct, ie IPL’s 150 second will either comprise a fixed camera shot of an advertising board, or it will be an insertion into the world feed. I suggest that Sundar/Lalit will need to agree this with Sneha/Manjit.

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Please confirm this point is also correct.

3. IPL commercial airtime: allocation of time and sponsors.

- MSM want to include confirmation that the full 150 seconds will not be given to one sponsor only, because otherwise this could cause trouble for MSM with their sponsors. I told him IPL would want to retain flexibility – if x company made a big offer for 150 seconds I’m guessing you would want to do that.

- There is obviously compromise wording that could be included - IPL will exploit/allocate the 150
seconds in good faith, or bearing in mind MSM's commercial representations or after consulting with MSM (possibly only before selling all 150 secs to one advertiser). These seem fairly undemanding on IPL, but they still require action by IPL and still represent a limit on IPL's discretion.

Please advise whether you would be happy with such a limit or procedure, or whether IPL wants to retain complete discretion as to how the 150 seconds is exploited.

I look forward to your thoughts.

Best regards.

Paul

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Hi Ashok

Further to our conversation yesterday, please see the attached revised amendment agreement.

Have a good weekend.

Best regards.

Paul

---

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 03 March 2010 15:35
To: Manning, Paul
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

I can only request Sundar to clarify re. the Bank Guarantee as this was discussed and I thought agreed with him when we last met along with Manjit and Sneha. Meanwhile I’ll review with the team and get back to you soonest on the amendments.

Cheers

Ashok

---

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Wednesday, March 03, 2010 8:57 PM
To: Ashok Nambissan
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Please see the attached revised amendment agreement. Please note that:

1. I have included wording dealing with miscues.
2. IPL does not agree with your proposals regarding the bank guarantees; it requires Sony to continue to submit its bank guarantee for approval in accordance with the existing terms of the agreement. This is IPL’s final position.

Best regards.

Paul

---

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 26 February 2010 14:28
To: Manning, Paul

---
Hi Paul:

Thank you. I did try and call you twice yesterday to explain what we had discussed with Sundar. The two points I believe which aren't covered (and I checked with Sundar on these) are the Bank Guarantee format-Paul we've used the same format for two years in a row and it's not going to be too much trouble to confirm we may continue to use this for the rest of the seasons. And last is the 'miscues' issue. Our point simply is that we ought not to be penalized for a miscue on the world feed- something out of our control.

Appreciate your including these two points.

Have a good weekend too.

Cheers

Ashok

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Friday, February 26, 2010 2:48 PM
To: Ashok Nambissan
Cc: Sneha Rajani; lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Further to your conversation with Sundar, please see the attached revised amendment agreement, with a couple of notes in comment balloons to explain certain of the changes.

Have a good weekend.

Best regards.

Paul

From: Manning, Paul
Sent: 23 February 2010 12:06
To: AshokN@setindia.com
Cc: snehar@setindia.com; lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Please see my responses in bold below to the comments you have made in your email.

As a general point, IPL's agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL's position on the other changes to the agreement. If Sony does not agree to IPL's position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full on or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL - it will give Sony the benefit of keeping these funds for 5 or 6 months - so IPL requires something in return if it is to agree to it.

I look forward to hearing from you.

Best regards.

Paul

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I’d raise regarding the proposed amendments.

1. On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

Ashok, I think you know what is meant by IPL reserving its position as this was the subject of discussion last year. IPL made it very clear last year that the 2,000 seconds (or 2,600 seconds as it will now be) of airtime was to be delivered “in the Feed” as stated in 8.6(b). The Feed begins 10 minutes before the match and finishes 10 minutes after the match, and this is the timeframe in which the commercial airtime obligation may be fulfilled. Sony adopted a different interpretation and James Rego reserved IPL’s position. If you can’t remember this, then Sneha will be able to remind you! I was making it clear that by agreeing to remove from the Amendment Agreement the express reference to 10 minutes before and 10 minutes after IPL was not agreeing to Sony’s interpretation of this clause, but was reserving its position. You are not going to change IPL’s view on this so let’s move on.

The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the amendment agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.

2. On the “Time Outs” definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

I know that Time Outs were defined in the contract. The whole point of this part of the amendment is to change that.

The reality is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. It cannot have playing conditions dictated by third parties, and Sony’s commercial interests are protected by the obligation to make available 2,600 seconds airtime in a fully completed 40 over match – provided IPL complies with that obligation Sony shouldn’t have grounds for complaint.

That said, we appreciate that you will need to know what the format of the time outs will be, so IPL will agree to provide Sony with reasonable notice of this prior to each season.

3. On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment.

Correct. That is because this requirement doesn’t work in practice. It’s 2,600 seconds per fully completed 40 over match, so in theory IPL would have to wait until the end of the match and the provision of the 2,600th second (which in reality is not going to be provided much before the end of a full match) before IPL could exploit that entitlement.

Again, the obligation on IPL to provide 2,600 seconds is sufficient – if IPL fails to provide that much airtime to Sony (whether due to the fact IPL’s 150 seconds have been included or otherwise) Sony will have its remedies.

Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be
inserted. There is also a reference to sale of such commercial time. What I've been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial ‘on ground’ hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can’t be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

This airtime cannot be restricted to focusing on hoardings – it needs to be airtime that is at IPL’s disposal to use as it sees fit. The only change from last year (other than the removal of the unworkable requirement to provide 2,600 seconds to Sony first) is that this airtime may be commercial in nature as opposed to promotional.

This does not necessarily mean the provision of such advertisements to Sony (by tape or whatever) to insert in its broadcasts; the ads can be inserted in the feed made available to Sony, but Sony will be obliged to broadcast the feed as provided by IPL.

4. Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to ‘surrogate’ advertising too. For e.g. ‘Kingfisher’ and ‘Royal Challenger’ are well known liquor brands. When these are caught by the camera in passing, that’s not an issue but if the camera pans to a hoarding, that’ll be a big issue.

IPL is aware of Information Ministry advertising guidelines.

5. Two other points I believe that were discussed but do not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a ‘miscue’ on the world feed- for e.g. a ball is cut because the on ground commentator forgets his cue.

This is not an issue for the amendment agreement and will not be included in it.

We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a “show cause notice” by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

IPL does not agree to this. Sony should continue to either use the Bank Guarantee format in the contract or such other form that is approved in advance by IPL. This is not open for further discussion.

Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.
Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imgworki.com

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AMENDMENT AGREEMENT

This Amendment Agreement dated as of February 2010 (this "Amendment")

Between

(1) BOARD OF CONTROL FOR CRICKET IN INDIA, a society registered under the Tamil Nadu Societies Registration Act and having its address at Cricket Center, Wankhede Stadium, Mumbai – 400020, India for and on behalf of its separate Sub-Committee unit known as Indian Premier League ("Licensor"); and

(2) MSM SATELLITE (SINGAPORE) PTE. LTD., a company organized under the laws of Singapore and having its principal of offices at 5 Tampines Central 6, #02-19 Telepark Building, Singapore, 529482 (which expression shall include its successors and assigns) ("Licensee").

RECITALS:

A. Licensor and Licensee (the "Parties") have entered into the Indian Premier League Media Rights Licence Agreement dated 25 March 2009 pursuant to which Licensee has been granted the Media Rights (the "Agreement").

B. The Parties wish to amend the Agreement and otherwise agree on terms as set out in this Amendment.

Whereas it is hereby agreed as follows, each with effect from the date hereof:

1. Bank Guarantee

The Agreement shall be amended as follows:

1.1 A new Clause 7.6A shall be added as follows:

"It is acknowledged and agreed that the format of Bank Guarantee approved by Licensor and used by Licensee for Seasons 2009 and 2010 shall continue to be approved by Licensor for use by Licensee for subsequent Seasons. Bank Guarantee unless and until Licensor notifies Licensee to the contrary."

+2. 3\textsuperscript{4}/4\textsuperscript{th} Place Play-Off Match and Rights Fee

The Agreement shall be amended as follows:

+2.1 A new Clause 7.1(c) shall be added to the Agreement as follows:

"It is acknowledged and accepted by the Parties that for the 2010 IPL season:

(i) an additional (i.e. 60\textsuperscript{th}) Match shall be played between the losing semi-finalists for that season (referred to as the "3\textsuperscript{4}/4\textsuperscript{th} Place Play-Off");

(ii) in consideration of Licensor's grant to Licensee of the Media Rights to such 3\textsuperscript{4}/4\textsuperscript{th} Place Play-Off Licensee shall pay to Licensor in accordance with the provisions of Clause 7 an incremental pro rata increase in the Rights Fee in the following amount:

\textit{Indian Rupees 57,627,119}
(iii) the additional Rights Fee under Clause 7.1(d)(ii) shall be paid by Licensee to Licensor in full with the second installment of the Rights Fee under Clause 7.1(d)(i) of Schedule 1 of this Agreement, and

(iv) all of the terms and conditions of this Agreement shall apply to such 3rd/4th Place Play-Off.

2.3 Time Outs and Commercial Time

The Agreement shall be amended as follows:

2.3.1 The definition of "Time Out" in Clause 1 of the Agreement shall be deleted in its entirety and replaced by the following new definition of "Time Out":

"means the scheduled breaks in play during each innings in a Match, of a number, timing, format and content as determined by the Licensor in its discretion, as notified by the Licensor to the Licensee in advance."

2.3.2 Clause 5.13 of the Agreement shall be deleted in its entirety.

2.3.3 In the first paragraph of Clause 8.6(b) of the Agreement, the words "Licensor shall ensure the Feed provides Licensee with a minimum of 2,000 seconds of commercial time (i.e., between and during overs) PLUS another 600 seconds of commercial airtime in Time Outs in each fully completed Match of 40 (forty) overs" shall be deleted and replaced by the words:

"Licensor shall ensure the Feed provides Licensee with the opportunity to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e. between and during overs and during Time Outs) in each fully completed Match of 40 (forty) overs."

2.3.4 In Clause 8.6(b)(iv) of the Agreement, the words "Licensee shall be entitled to insert a minimum of 2,000 seconds of commercial time (i.e. between and during overs) and 600 seconds in each Time Out in each fully completed Match of 40 overs..." shall be deleted and replaced by the words:

"Licensee shall be entitled to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e. between and during overs and during Time Outs) for each fully completed Match of 40 (forty) overs..."

2.3.5 The Appendix to the Agreement shall be deleted in its entirety.

3.4 Licencee Commercial Airtime

The Agreement shall be amended as follows:

3.4.1 In Clause 2.8 of the Agreement, the words "Subject to Licensee having inserted 2,600 seconds of commercial time per Match for use by Licensee and its appointed advertisers and Sub-Licensees pursuant to Clause 8.6, Licensee shall provide and/or procure that Licensor is provided with a minimum of 150 seconds of television airtime spots (whether 5 x 30 second spots or otherwise at Licensor’s discretion as notified by Licensor to Licensee not later than 90 days prior to the next IPL season and in the case of the 2009 IPL season reasonably in advance of the first Match of the 2009 IPL season) during every live transmission of Matches and/or any Player Auction in India for the purposes of promoting the League, the Teams, cricket and the official website" shall be deleted.

3.4.2 A new Clause 5.1(i)(d) shall be added as follows:
“(d) may include within an over of any Match, but not while the ball is “in play” (as defined in Clause 8.6(b)(y) below) and not between overs, commercial airtime spots of an aggregate duration of 150 (one hundred and fifty) seconds per Match (in any combination, whether 10 x 15 second spots or otherwise at Licensor’s discretion) the “Licensor Commercial Airtime”). For the avoidance of doubt, footage of advertising and branding at the Venue that is incidental to normal Match coverage shall not count towards the 150 seconds of Licensor Commercial Airtime.”

In Clause 5.3(i) the words “and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor at all times on all transmissions and broadcasts without blocking it in any manner whatsoever” shall be deleted and replaced by the words:

“and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor and the Licensor Commercial Airtime at all times on all transmissions and broadcasts without blocking or altering them in any manner whatsoever.”

A new Clause 5.3(iii) and Clause 5.3(iv), Clause 5.3(v) and Clause 5.3(vi) shall be added as follows:

“5.3(iii) Licensee acknowledges and accepts that the Licensor Commercial Airtime may be exploited by Licensor for any commercial or non-commercial purpose in its discretion, including by selling such Licensor Commercial Airtime to any third party commercial advertisers and/or by promoting the League, the Title Sponsor, the Official Sponsors, the Teams, cricket and/or the official website. Licensor shall be entitled to retain all revenues that it derives from its exploitation of the Licensor Commercial Airtime.

5.3(iv) Licensee acknowledges and accepts that the inclusion by Licensor of the Licensor Commercial Airtime in the Feed shall be without prejudice to its obligations with regard to the provision to Licensee of commercial time under Clause 8.6(b) below.

5.3(v) It is agreed that the Licensor Commercial Airtime (if used by Licensor) shall be included in the Feed by Licensor or its Host Broadcaster, and not by means of Licensor providing Licensee with the material (eg a tape of a commercial ad) for Licensee to incorporate into the Feed made available by Licensor.

5.3(vi) Licensor agrees that it shall not sell the entire 150 seconds of Licensor Commercial Airtime to any commercial advertisers.”

4.5 Additional Franchises and Rights Fee Adjustments

The Agreement shall be amended as follows:

5.1 Clause 7.9(f) of the Agreement “Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(f) shall be paid by Licensee to Licensor on or before the date of the first Match of each Season to which the incremental increase in Rights Fee applies unless otherwise agreed in writing by Licensor. For the avoidance of doubt, the Bank Guarantees to be provided under Clause 7.5 above shall be in the amount of such increased Rights Fee” shall be deleted in its entirety and replaced by a new Clause 7.9(f) as follows:

“(f) Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(f) shall be paid by Licensee to Licensor by no later than the later of: (i) the date sixty (60) days after the scheduled date of the final Match of each Season to
5.6 Quality and integrity of Broadcast

The Agreement shall be amended as follows:

The following wording shall be added as a new sentence at the end of Clause 8.6(a)(i):

"It is acknowledged that Licensee shall not be in breach of this Clause 8.6(a)(i) if and to the extent that a misuse by the Host Broadcaster interrupts or curtails the inclusion in the Feed of coverage of a ball "in play"."

6.7 General

6.7.1 Capitalised terms used in this Amendment and not otherwise defined shall have the meanings ascribed to them in the Agreement.

6.7.2 The Parties confirm that this Amendment operates to amend the Agreement in accordance with Clause 24 thereof.

6.7.3 Subject to the foregoing amendments thereto, the Agreement shall continue in full force and effect, and from the date hereof reference to the Agreement shall be read as reference to that document as amended by the terms hereof.

6.7.4 Clauses 15, 16, 17, 20, 23, 26 and 28 of the Agreement apply to this Amendment and are incorporated into this Amendment as if references in those provisions to the Agreement were references to this Amendment.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have set their hands hereto the day and year first above written.

BOARD OF CONTROL FOR CRICKET IN INDIA

MSM SATELLITE (SINGAPORE) PTE. LTD.

By: ____________________________ By: ____________________________
Name: __________________________ Name: __________________________
Title: __________________________ Title: __________________________

IN THE PRESENCE OF A WITNESS

IN THE PRESENCE OF A WITNESS

Name: __________________________ Name: __________________________
**Subject:** RE: IPL/MSM amendment

**From:** Manning, Paul <P.Manning@csi-sports.net>

**To:** Sundar <sundar@iplt20.com>, lkm@iplt20.com

**Cc:** Wildblood, Andrew <Andrew.Wildblood@imgworld.com>

**Date:** 05.03.2010 19:07

---

Dear all,

Am I okay to send this to Sony?

Best regards.

Paul

---

From: Manning, Paul
Sent: 04 March 2010 17:07
To: Sundar; lkm@iplt20.com
Cc: Wildblood, Andrew
Subject: RE: IPL/MSM amendment

Dear all,

Please find attached a revised amendment agreement incorporating:

1. The wording on the Bank Guarantee mentioned in my email

   "It is acknowledged and agreed that the format of the Bank Guarantee approved by the Licensor and used by the Licensee for Seasons 2009 and 2010 shall continue to be approved by the Licensor for use by the Licensee for subsequent Seasons' Bank Guarantees unless and until the Licensor notifies the Licensee to the contrary."

2. Additional wording on the IPL commercial airtime, including the commitment not to sell to one advertiser:

   "It is agreed that the Licensor Commercial Airtime (if used by the Licensor) shall be included in the Feed by the Licensor or its Host Broadcaster, and not by means of the Licensor providing the Licensee with the material (eg a tape of a commercial ad) for the Licensee to incorporate into the Feed made available by the Licensor.

   Licensor agrees that it shall not sell the entire 150 seconds of Licensor Commercial Airtime to one commercial advertiser."

If you are content with these changes I will send on to Sony. Even with these changes, I think that it may still be necessary for IPL to confirm to Sneha or Manjit that the IPL Commercial Airtime may take the form of either camera focus on an at-venue advertisement or an ad inserted into the feed.

Best regards.

Paul

---

From: Sundar [mailto:sundar@iplt20.com]
Sent: 04 March 2010 15:29
To: Manning, Paul; lkm@iplt20.com
Cc: Wildblood, Andrew
Subject: RE: IPL/MSM amendment

I am fine with the restricting 150 second not being given to single advertiser

---

From: Manning, Paul [mailto:P.Manning@csi-sports.net]
Dear all

I have spoken to Ashok, and he raised 3 points regarding the amendment:

1. **Bank guarantee**

   We reached a compromise whereby Sony could continue to use the current form of bank guarantee until further notice by IPL. Therefore, if we need to make a change to the format of the BG, we notify MSM, so IPL retains that flexibility and control, while Sony has a degree of certainty.

2. **IPL commercial airtime: method of exploitation**

   - MSM were under the impression that the IPL airtime would only consist of the camera focussing on an at-venue advertising board. They did not realise IPL may want to insert ads into the feed.

   I told Ashok that IPL will want the option to do either, but that this should not make any difference to them (150 sec limit will still apply, either way it is a third party ad whether at venue or pre-recorded, etc). Ashok will need to check with Manjit and Sneha as this was not their understanding.

   Please confirm that what I have stated is correct, ie IPL’s 150 second will either comprise a fixed camera shot of an advertising board, or it will be an insertion into the world feed. I suggest that Sundar/Lalit will need to agree this with Sneha/Manjit.

   - I reassured Ashok that – IPL will incorporate the IPL airtime into the feed it makes available, and that IPL will not be providing Sony with ads that it must insert into its feed/broadcasts. I offered to include some words clarifying that MSM would not be required to include such ads itself, but told Ashok that MSM would have to broadcast the feed as delivered, including the IPL airtime.

   Please confirm this point is also correct.

3. **IPL commercial airtime: allocation of time and sponsors.**

   - MSM want to include confirmation that the full 150 seconds will not be given to one sponsor only, because otherwise this could cause trouble for MSM with their sponsors. I told him IPL would want to retain flexibility – if x company made a big offer for 150 seconds I’m guessing you would want to do that.

   - There is obviously compromise wording that could be included - IPL will exploit/allocate the 150 seconds in good faith, or bearing in mind MSM’s commercial representations or after consulting with MSM (possibly only before selling all 150 secs to one advertiser). These seem fairly undemanding on IPL, but they still require action by IPL and still represent a limit on IPL’s discretion.

   Please advise whether you would be happy with such a limit or procedure, or whether IPL wants to retain complete discretion as to how the 150 seconds is exploited.

I look forward to your thoughts.
Best regards.

Paul

Paul Manning  
Vice President, IMG Media Legal  
IMG Media Limited  
5th Floor * McCormack House  
Burlington Lane * London W4 2TH  
Tel: 020 8233 7826 * Fax: 020 8233 6523  
www.imawork.com  

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AMENDMENT AGREEMENT

This Amendment Agreement dated as of February 2010 (this "Amendment")

Between

(1) BOARD OF CONTROL FOR CRICKET IN INDIA, a society registered under the Tamil Nadu Societies Registration Act and having its address at Cricket Center, Wankhede Stadium, Mumbai - 400020, India for and on behalf of its separate Sub-Committee unit known as Indian Premier League ("Licensor"); and

(2) MSM SATELLITE (SINGAPORE) PTE. LTD., a company organized under the laws of Singapore and having its principal offices at 5 Tampines Central 6, #02-19 Telepark Building, Singapore, 529482 (which expression shall include its successors and assigns) ("Licensee").

RECITALS:

A. Licensor and Licensee (the "Parties") have entered into the Indian Premier League Media Rights Licence Agreement dated 25 March 2009 pursuant to which Licensee has been granted the Media Rights (the "Agreement").

B. The Parties wish to amend the Agreement and otherwise agree on terms as set out in this Amendment.

Whereas it is hereby agreed as follows, each with effect from the date hereof:

1. Bank Guarantee

The Agreement shall be amended as follows:

1.1 A new Clause 7.6A shall be added as follows:

"It is acknowledged and agreed that the format of Bank Guarantee approved by Licensor and used by Licensee for Seasons 2009 and 2010 shall continue to be approved by Licensor for use by Licensee for subsequent Seasons' Bank Guarantees unless and until Licensor notifies Licensee to the contrary."

1.2 3rd/4th Place Play-Off Match and Rights Fee

The Agreement shall be amended as follows:

4.2.1 A new Clause 7.1(c) shall be added to the Agreement as follows:

"It is acknowledged and accepted by the Parties that for the 2010 IPL season:

(i) an additional (i.e. 6th) Match shall be played between the losing semi-finalists for that season (referred to as the "3rd/4th Place Play-Off");

(ii) in consideration of Licensor's grant to Licensee of the Media Rights to such 3rd/4th Place Play-Off Licensee shall pay to Licensor in accordance with the provisions of Clause 7 an incremental pro rata increase in the Rights Fee in the following amount:

Indian Rupees 57,627,119
(iii) the additional Rights Fee under Clause 7.1(g)(ii) shall be paid by Licensee to Licensor in full with the second instalment of the Rights Fee under Clause 1(b)(ii) of Schedule 1 of this Agreement, and

(iv) all of the terms and conditions of this Agreement shall apply to such 3rd/4th Place Play-Off.

2.1 Time Outs and Commercial Time

The Agreement shall be amended as follows:

2.1.1 The definition of "Time Out" in Clause 1 of the Agreement shall be deleted in its entirety and replaced by the following new definition of "Time Out":

"means the scheduled breaks in play during each innings in a Match, of a number, timing, format and content as determined by the Licensor in its discretion, as notified by the Licensor to the Licensee in advance"

2.1.2 Clause 5.13 of the Agreement shall be deleted in its entirety.

2.3 In the first paragraph of Clause 8.6(b) of the Agreement, the words "Licensee shall ensure the Feed provides Licensee with a minimum of 2,000 seconds of commercial time (i.e., between and during overs) PLUS another 600 seconds of commercial time in Time Outs in each fully completed Match of 40 (forty) overs" shall be deleted and replaced by the words:

"Licensee shall ensure the Feed provides Licensee with the opportunity to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e., between and during overs and during Time Outs) in each fully completed Match of 40 (forty) overs."

2.4 In Clause 8.6(b)(iv) of the Agreement, the words "Licensee shall be entitled to insert a minimum of 2,000 seconds of commercial time (i.e., between and during overs) and 600 seconds in each Time Out in each fully completed Match of 40 overs..." shall be deleted and replaced by the words:

"Licensee shall be entitled to insert a minimum of 2,600 (two thousand six hundred) seconds of commercial time (i.e., between and during overs and during Time Outs) for each fully completed Match of 40 (forty) overs..."

2.5 The Appendix to the Agreement shall be deleted in its entirety.

3.4 Licensor Commercial Airtime

The Agreement shall be amended as follows:

3.4.1 In Clause 2.8 of the Agreement, the words "Subject to Licensee having inserted 2,600 seconds of commercial time per Match for use by Licensee and its appointed advertisers and Sub-Licenses pursuant to Clause 8.6, Licensee shall provide and/or procure that Licensor is provided with a minimum of 150 seconds of television airtime spots (whether 5 or 30 second spots or otherwise at Licensor's discretion as notified by Licensor to Licensee not later than 90 days prior to the next IPL season and in the case of the 2009 IPL season reasonably in advance of the first Match of the 2009 IPL season) during every live transmission of Matches and/or any Player Auction in India for the purposes of promoting the League, the Teams, cricket and the official website" shall be deleted.

3.4.2 A new Clause 5.3(i)(d) shall be added as follows:

Comment [M1]: To be continued, subject to agreement on other issues.
“(d) may include within an over of any Match, but not while the ball is “in play” (as defined in Clause 8.6(b)(i) below) and not between overs, commercial airtime spots of an aggregate duration of 150 (one hundred and fifty) seconds per Match (in any combination, whether 10 x 15 second spots or otherwise at Licensor’s discretion) (the “Licensor Commercial Airtime”). For the avoidance of doubt, footage of advertising and branding at the Venue that is incidental to normal Match coverage shall not count towards the 150 seconds of Licensor Commercial Airtime.”

5.3.3 In Clause 5.3(i) the words “and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor at all times on all transmissions and broadcasts without blocking it in any manner whatsoever” shall be deleted and replaced by the words:

“and Licensee agrees to carry and clearly display the Sponsored Logo and any timing graphic and to transmit the verbal references for any timing sponsor and the Licensor Commercial Airtime at all times on all transmissions and broadcasts without blocking or altering them in any manner whatsoever.”

5.3.4 A new Clause 5.3(iii) and Clause 5.3(iv), Clause 5.3(v) and Clause 5.3(vi) shall be added as follows:

“5.3(iii) Licensee acknowledges and accepts that the Licensor Commercial Airtime may be exploited by Licensor for any commercial or non-commercial purpose in its discretion, including by selling such Licensor Commercial Airtime to any third party commercial advertisers and/or by promoting the League, the Title Sponsor, the Official Sponsors, the Teams, cricket and/or the official website. Licensor shall be entitled to retain all revenues that it derives from its exploitation of the Licensor Commercial Airtime.

5.3(iv) Licensor acknowledges and accepts that the inclusion by Licensor of the Licensor Commercial Airtime in the Fee shall be without prejudice to its obligations with regard to the provision to Licensee of commercial time under Clause 8.6(b) below.

5.3(v) It is agreed that the Licensor Commercial Airtime (if used by Licensor) shall be included in the Fee by Licensor or its Host Broadcaster, and not by means of Licensor providing Licensee with the material for a tape of a commercial ad for Licensee to incorporate into the Fee made available by Licensor.

5.3(vi) Licensee agrees that it shall not sell the entire 150 seconds of Licensor Commercial Airtime to one commercial advertiser.”

4.5 Additional Franchises and Rights Fee Adjustments

The Agreement shall be amended as follows:

5.1. Clause 7.9(f) of the Agreement “Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(b) shall be paid by Licensee to Licensor on or before the date of the first Match of each Season to which the incremental increase in Rights Fee applies unless otherwise agreed in writing by Licensor. For the avoidance of doubt, the Bank Guarantee to be provided under Clause 7.5 above shall be in the amount of such increased Rights Fee” shall be deleted in its entirety and replaced by a new Clause 7.9(f) as follows:

“(f) Any incremental increase in Rights Fee that Licensee agrees to pay pursuant to Clause 7.9(b) shall be paid by Licensee to Licensor by no later than the later of: (i) the date sixty (60) days after the scheduled date of the final Match of each Season to
which the incremental increase in Rights Fee applies; and (b) 30 September of the
the following wording shall be added as a new sentence at the end of Clause 8.6(a)(i):
"It is acknowledged that Licensee shall not be in breach of this Clause 8.6(a)(i) if and
to the extent that a mistake by the Host Broadcaster interrupts or curtails the inclusion
in the Feed of coverage of a ball "in play".

5.6. Quality and Integrity of Broadcast

The Agreement shall be amended as follows:

6.7. General

6.7.1 Capitalised terms used in this Amendment and not otherwise defined shall have the
means ascribed to them in the Agreement.

6.7.2 The Parties confirm that this Amendment operates to amend the Agreement in
accordance with Clause 24 thereof.

6.7.3 Subject to the foregoing amendments thereto, the Agreement shall continue in full
force and effect, and from the date hereof reference to the Agreement shall be read as
reference to that document as amended by the terms hereof.

6.7.4 Clauses 15, 16, 17, 20, 23, 26 and 28 of the Agreement apply to this Amendment and
are incorporated into this Amendment as if references in those provisions to the
Agreement were references to this Amendment.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have set their hands
hereunto the day and year first above written.

BOARD OF CONTROL FOR CRICKET IN
INDIA

By: _________________________________ By: _________________________________
Name: ______________________________ Name: ______________________________
Title: ______________________________ Title: ______________________________

MSM SATELLITE (SINGAPORE) PTE.
LTD.

IN THE PRESENCE OF A WITNESS

Name: ______________________________

IN THE PRESENCE OF A WITNESS

Name: ______________________________
Hi Paul:

I believe you are in Mumbai tomorrow. Sundar suggested we meet and finalise. Let me know a good time and where? With Sundar and NP also there we should be able to conclude.

Cheers

Ashok

---

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Friday, March 05, 2010 7:23 PM
To: Ashok Nambissan
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Further to our conversation yesterday, please see the attached revised amendment agreement.

Have a good weekend.

Best regards.

Paul

---

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 03 March 2010 15:35
To: Manning, Paul
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

I can only request Sundar to clarify re. the Bank Guarantee as this was discussed and I thought agreed with him when we last met along with Manjit and Sneha. Meanwhile I’ll review with the team and get back to you soonest on the amendments.

Cheers

Ashok

---

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Wednesday, March 03, 2010 8:57 PM
To: Ashok Nambissan
Cc: Sneha Rajani; 'lkm@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok
Please see the attached revised amendment agreement. Please note that:

1. I have included wording dealing with miscues.
2. IPL does not agree with your proposals regarding the bank guarantees; it requires Sony to continue to submit its bank guarantee for approval in accordance with the existing terms of the agreement. This is IPL's final position.

Best regards.

Paul

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 26 February 2010 14:28
To: Manning, Paul
Cc: Sneha Rajani; 'km@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Thank you. I did try and call you twice yesterday to explain what we had discussed with Sundar. The two points I believe which aren't covered (and I checked with Sundar on these) are the Bank Guarantee format—Paul we've used the same format for two years in a row and it's not going to be too much trouble to confirm we may continue to use this for the rest of the seasons. And last is the 'miscues' issue. Our point simply is that we ought not to be penalized for a miscue on the world feed—something out of our control.

Appreciate your including these two points.

Have a good weekend too.

Cheers

Ashok

From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Friday, February 26, 2010 2:48 PM
To: Ashok Nambissan
Cc: Sneha Rajani; 'km@iplt20.com'; 'sundar@iplt20.com'; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Further to your conversation with Sundar, please see the attached revised amendment agreement, with a couple of notes in comment balloons to explain certain of the changes.

Have a good weekend.

Best regards.

Paul

From: Manning, Paul
Sent: 23 February 2010 12:06
To: AshokN@setindia.com
Cc: snehar@setindia.com; km@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: FW: IPL/MSM Amendment Agreement - subject to contract

Hi Ashok

Please see my responses in bold below to the comments you have made in your email.

As a general point, IPL's agreement to amend the payment date for the additional licence fee for extra matches arising from the additional franchises is strictly conditional on and subject to Sony agreeing to IPL's
position on the other changes to the agreement. If Sony does not agree to IPL’s position, then IPL will not agree to delay payment of the additional licence fee and will insist on payment in full on or before the first match of the season, as presently stipulated. Delaying the payment date would be a significant concession by IPL – it will give Sony the benefit of keeping these funds for 5 or 6 months – so IPL requires something in return if it is to agree to it.

I look forward to hearing from you.

Best regards.

Paul

From: Ashok Nambissan [mailto:AshokN@setindia.com]
Sent: 19 February 2010 12:41
To: Manning, Paul; Sneha Rajani
Cc: lkm@iplt20.com; sundar@iplt20.com; Wildblood, Andrew
Subject: RE: IPL/MSM Amendment Agreement - subject to contract

Hi Paul:

Before getting into the nitty gritty of the drafting, there are a few outlier points that I thought I’d raise regarding the proposed amendments.

1. On the “10 minutes before and after” the match footage, I’m not sure why you state the IPL reserves its rights. Are you suggesting that the 2600 seconds can be spread over this period also if not in 2010 but in subsequent years? That is certainly not my understanding: the existing commitment on the 2000 + 600 seconds was that the BCCI would provide this “between and during” overs and during “Time Outs” respectively. All that we are doing is consolidating this as 2600 seconds but the obligation to provide it “between and during” overs and during “Time Outs” as per the MRLA still subsists. Secondly you’ve added the word “including” before “between and during overs” which suggests the 2600 seconds can be given even outside these times. Again that is a deviation as I understand it from the commercial understanding.

Ashok, I think you know what is meant by IPL reserving its position as this was the subject of discussion last year. IPL made it very clear last year that the 2000 seconds (or 2,600 seconds as it will now be) of airtime was to be delivered “in the Feed” as stated in 8.6(b). The Feed begins 10 minutes before the match and finishes 10 minutes after the match, and this is the timeframe in which the commercial airtime obligation may be fulfilled. Sony adopted a different interpretation and James Rego reserved IPL’s position. If you can’t remember this, then Sneha will be able to remind you! I was making it clear that by agreeing to remove from the Amendment Agreement the express reference to 10 minutes before and 10 minutes after IPL was not agreeing to Sony’s interpretation of this clause, but was reserving its position. You are not going to change IPL’s view on this so let’s move on.

The 2,600 seconds can be provided other than between and during overs. It is part and parcel of the amendment agreement that some of this airtime may be provided in the Time Outs. That is why the wording in brackets was changed.

2. On the “Time Outs” definition: the MRLA has this precisely defined in terms of duration and timing in a separate schedule and this was after much discussion during the negotiations (if my memory serves me right). However the amendment leaves this now entirely at the discretion of the BCCI. I think this needs a review.

I know that Time Outs were defined in the contract. The whole point of this part of the amendment is to change that.

The reality is that time outs are a playing condition and IPL needs to retain discretion over how they operate year on year during the term. It cannot have playing conditions dictated by third parties, and Sony’s commercial interests are protected by the obligation to make available 2,600 seconds airtime in a fully completed 40 over match – provided IPL complies with that obligation Sony shouldn’t have grounds for complaint.

That said, we appreciate that you will need to know what the format of the time outs will be, so IPL will agree to provide Sony with reasonable notice of this prior to each season.
3. On the 150 seconds for the BCCI: the MRLA has this as an obligation to MSM to provide only if MSM has inserted the 2600 seconds of commercial time. This requirement has however been removed in the amendment.

Correct. That is because this requirement doesn't work in practice. It's 2,600 seconds per fully completed 40 over match, so in theory IPL would have to wait until the end of the match and the provision of the 2,600th second (which in reality is not going to be provided much before the end of a full match) before IPL could exploit that entitlement.

Again, the obligation on IPL to provide 2,600 seconds is sufficient - if IPL fails to provide that much airtime to Sony (whether due to the fact IPL's 150 seconds have been included or otherwise) Sony will have its remedies.

Also the drafting of the provision suggests the 150 secs will consist of commercial spots to be inserted. There is also a reference to sale of such commercial time. What I've been told is that while the ball is not in play, the world feed may for the defined length of the spots focus on the commercial 'on ground' hoardings as part of an arrangement between the BCCI and certain of its on ground sponsors. Hence there is no question of any insertion into the SET MAX feed which is done out of Singapore with commercials sent there in advance. Similarly there can't be sale of air time as this requires the issue of a release order and the provision of commercials to run which is not what is contemplated.

This airtime cannot be restricted to focusing on hoardings - it needs to be airtime that is at IPL's disposal to use as it sees fit. The only change from last year (other than the removal of the unworkable requirement to provide 2,600 seconds to Sony first) is that this airtime may be commercial in nature as opposed to promotional.

This does not necessarily mean the provision of such advertisements to Sony (by tape or whatever) to insert in its broadcasts; the ads can be inserted in the feed made available to Sony, but Sony will be obliged to broadcast the feed as provided by IPL.

4. Further as you may know the Information Ministry has pretty stringent guidelines about advertising of certain products including liquor, chewing tobacco, pan, etc. These extend to 'surrogate' advertising too. For e.g. 'Kingfisher' and 'Royal Challenger' are well known liquor brands. When these are caught by the camera in passing, that's not an issue but if the camera pans to a hoarding, that'll be a big issue.

IPL is aware of Information Ministry advertising guidelines.

5. Two other points I believe that were discussed but do not find a place in the amendments are regarding miscues of the world feed and the bank guarantee format. On the first, I believe it has been agreed that clause 8.6(b)(i) will not be attracted if the ball cutting happens because of a 'miscue' on the world feed- for e.g. a ball is cut because the on ground commentator forgets his cue.

This is not an issue for the amendment agreement and will not be included in it.

We negotiated a multi-stage procedure for dealing with infringements of the obligation to broadcast every ball. Sony has to breach at least 9 times before any penalty is imposed, and will have the opportunity to explain the circumstances behind the breach on being sent a "show cause notice" by IPL (para 1(ii) of Schedule 3). We are not going to get into stipulating what does and what does not amount to showing cause.

And the second relates to the Bank Guarantee format we are presently using (and which was approved by the IPL last year): we sought a confirmation that this format can continue to be used for the rest of the Rights Period.

IPL does not agree to this. Sony should continue to either use the Bank Guarantee format in the contract or such other form that is approved in advance by IPL. This is not open for further discussion.

Please do give this your consideration- if Manjit or NP have any comments, I will let you know.

Cheers

Ashok
From: Manning, Paul [mailto:PManning@csi-sports.net]
Sent: Thursday, February 18, 2010 9:39 PM
To: Ashok Nambissan; Sneha Rajani
Cc: lkm@ipl20.com; sundar@ipl20.com; Wildblood, Andrew
Subject: IPL/MSM Amendment Agreement - subject to contract

Dear Ashok, Sneha

Further to your discussions with Sundar, I attach a revised Amendment Agreement.

In respect of clause 2 on Time Outs and Commercial Time, please note that while we have removed the express reference to 10 minutes before and 10 minutes after the Match, as was the case last year IPL expressly reserves its position on that issue.

Best regards.

Paul

Paul Manning
Vice President, IMG Media Legal
IMG Media Limited
5th Floor * McCormack House
Burlington Lane * London W4 2TH

Tel: 020 8233 7826 * Fax: 020 8233 6523

www.imgworld.com

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by replying to this message and then delete all copies of it from your computer system. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.
Too many interruptions in the match giving them 150-200 seconds more

Sent from BlackBerry® on Airtel

How have they over shot. ?????

Sent from BlackBerry® on Airtel

This excludes the 150 sec we show on big screen
Dear Lalit,

Here is an update on the various issues and solutions starting immediate effect...

1. **Rockstar**

Starting next episode of Colors, IPL will guarantee deliver a celebrity judge in all venues. In addition to this we will also deliver 4 tickets at the IPL Chairman's box for the Finals on 25th April for promotional purpose for Colors IPL Rockstar promotional purposes. Spoken to Rajesh and confirmed it. Spoken to Mehr and closing the celeb judge.

2. **IPL Fear Factor edition** : we need to help them close the contracts in the next 2 weeks when the players are hear for them to go ahead on the shoot. They are paranoid about players pulling off last minute

3. **Karbonn visibility**

Karbonn Kamaal catches will now be more prominent and referred to by on air commentators. The other visibility is been taken care of.

4. **MRF Blimp visibility**

We have a problem with only 22 matches been covered by blimp (against contractual 24). The final blimp has been released from customs as of today. We have increased the visibility to 12 per match for the next few matches. I have recommended to James we keep it at 12 all matches to compensate shortfall of 2 matches. Will speak to Tony and make him agree the compensation

5. **Youtube Fun feed & Ms Universe**

Michelle is all up and running very well. Dayanara is being sent back tomorrow. We will manage with Michelle. Michelle will travel as a part of Mehrs team and will join in the production team on arrival at stadia. Local numbers organized, production briefed and brief given for fun feed and IPL nights. Will use her for 1 or 2 episodes of RockStars as Celeb judge also. Kabir will project manage sitting in Mumbai (not required to travel every match as it is better controlled from a single venue). He will send a daily update for the next 2 weeks to ensure we are all up and running without a hitch. Post which will give us an update only if there is an exception to the norm.

6. **150 seconds**

We have had issues in the quality of feed leading to advertisers pulling out. We have to get consistency of execution. Sorted this out with James today. He will be broadcasting it out of an LCD TV instead of big screen. This started in Mohali yesterday and went well. But we didn’t manage it in Chennai. Starting today it will all be
streamlined and in order. Over the next couple of matches we expect to get all advertisers back. Kunal’s team will send across all the tapes to the TOM in each venue at least 24 hours before match for execution. The commercial process has also been put in place for the execution with cuesheet, sign off from producer etc

7. Club Lounge : We have had some good traction on club lounge at a few of the venues over the last few days since opening. Delhi, Kolkotta and Bangalore are active with interests. James will package the Club lounge with commentator mentions etc on live feed to sell the packages better.

8. Global feed coverage items

The following will be covered in the global feed regularly
   a) IPL Painting by Subodh Gupta. Once you confirm the charity, we will put that also in. Till then it will promote the painting will be auctioned for charity at the closing night
   b) Green IPL initiative by RCB in Bangalore matches
   c) Commentator interview with Police commissioner in the top cities where we have got their support – Mumbai, Kolkotta etc

9. Hospitality seating issue in Mumbai: On it to redo the sponsor seating area and make it look like DYP seating before the next game on 20\textsuperscript{th} Mar.

Will update when I meet you tom

Sundar
Thanks
Sent from BlackBerry® on Airtel

-----Original Message-----
From: lkm@ipl20.com
Date: Mon, 15 Mar 2010 20:33:39
To: Kunal Dasgupta<ku54@yahoo.com>
Cc: Sundar Raman<sundar@ipl20.com>
Subject: Re: 5 second live ads

Done it.
Sent from BlackBerry® on Airtel

-----Original Message-----
From: ku54@yahoo.com
Date: Sun, 14 Mar 2010 16:31:41
To: Lalit off<lkm@ipl20.com>
Cc: Sundar IPL<sundar@ipl20.com>
Subject: Re: 5 second live ads

It was ok in first match now again not ok in csk vs dc we need to find consistency.
Sent from BlackBerry® on Airtel

-----Original Message-----
From: lkm@ipl20.com
Date: Sun, 14 Mar 2010 11:10:07
To: Kunal Dasgupta<ku54@yahoo.com>
Cc: Sundar Raman<sundar@ipl20.com>
Subject: Re: 5 second live ads

Found it. Taking it to lcd.
Sent from BlackBerry® on Airtel

-----Original Message-----
From: ku54@yahoo.com
Date: Sat, 13 Mar 2010 10:58:03
To: Lalit off<lkm@ipl20.com>
Subject: Re: 5 second live ads

We are getting a lot of flak for running ads by pointing a camera at a low res screen on the ground. They will refuse to pay unless it looks good on air. I spoke to Paul Manning who said that we cannot cut the world feed and run ads. It looks very bad on TV and the ground audio is not mute, Paul said we have to amend contracts with WSG and Sony. If there is no way I suggest we hold back till we find a technical and a legal solution. This is giving IPL a bad name.
Sent from BlackBerry® on Airtel

-----Original Message-----
From: gargi_kaul@hotmail.com
Date: Sat, 13 Mar 2010 09:35:48
To: Kunal Dasgupta<ku54@yahoo.com>
Subject: Re:

Kunal, nothing has been done for today ... Production said we didn't get the tapes on time. The tapes have been in Bombay for the last 2 days .I have asked them not to play any commercials apart fm Karbon which is done by them . Even Karbon has complained Sent on my BlackBerry® from Vodafone

-----Original Message-----
From: ku54@yahoo.com
Date: Fri, 12 Mar 2010 16:29:12
To: Gargi Kaul<gargi_kaul@hotmail.com>
Subject: Re:

Then tell him client is pulling out

-----Original Message-----
From: Gargi Kaul
To: Kunal DasGupta
ReplyTo: Gargi Kaul
Subject: Re:
Sent: Mar 12, 2010 9:58 PM

But Sundar is not listening ... His head of production showed him and he said its very very good...
Sent on my BlackBerry® from Vodafone

-----Original Message-----
From: ku54@yahoo.com
Date: Fri, 12 Mar 2010 16:12:41
To: Gargi Kaul<gargi_kaul@hotmail.com>
Subject: Re:

We have to cut ground audio and use hd ad

-----Original Message-----
From: Kunal DasGupta
To: Gargi Kaul
ReplyTo: Gargi Kaul
Subject: Re:
Sent: Mar 12, 2010 9:42 PM

Audio not good becoz the noise fm the ground is getting mixed with commercial audio and its looking tacky becoz of resolution . Abbas had pointed this out in the meeting to IMG

-----Original Message-----
From: Kunal DasGupta
To: Gargi Kaul
ReplyTo: Kunal DasGupta
Subject: Re:
Sent: Mar 12, 2010 9:05 PM

What is the problem

-----Original Message-----
From: Gargi Kaul
To: Kunal DasGupta
ReplyTo: Gargi Kaul
Subject: Re:
Sent: Mar 12, 2010 9:03 PM

Clients not liking the india +world feed commercial. The way its coming ...karbon and nestle hv called to cancel

-----Original Message-----
From: Kunal DasGupta
To: Gargi Kaul
ReplyTo: Kunal DasGupta
Subject: Re:
Sent: Mar 12, 2010 8:42 PM

Ok

-----Original Message-----
From: Gargi Kaul
To: Kunal DasGupta
ReplyTo: Gargi Kaul
Subject:
Sent: Mar 12, 2010 6:55 PM

Hi Kunal , group M , nokia team and DJ had all landed at the studio in gurgaon ...I have asked them all to leave hence they ve been trying to reach you to get in .... I donot want anyone dictating terms and positioning . Just wanted to keep you posted . Trust you are ok with this

Gargi
Sent on my BlackBerry® from Vodafone
Subject: MODI REDUX naked eye - sb
Sender: sandeep.bamzai@sandeep.bamzai@gmail.com
Recipient: lkm@ipl20.com, Percy Dubash
Date: 17.03.2010 12:13

Naked Eye

By carefully and effectively slicing the IPL rights pie, Lalit Modi has proved once again that he is a shrewd marketer. As he said the other day, he has managed to double the central revenue pool for the franchise owners. Though Modi and the IPL are not very forthcoming on the revenues, doubling is surely good news for the franchise owners. Season 2 in many ways was a disaster for IPL and the franchise owners, although empirical evidence in the form of research from IIFL showed that all eight of them had made a profit. While this mystifies me, I guess one needs to pay some attention to these numbers. For one cannot disregard them completely. Each franchise owner reportedly received Rs 67.5 crore from the central revenue pool last year and this was the bulwark of the earnings for each franchise. Team sponsorships also brought in an identical sum of money for each franchise owner – Rs 24 crore. Other income varied and included gate receipts, in-stadia advertising, merchandise sales, and media tie-ups, while other expenses included stadia fees, travel, stay cost and team promotion.

Originally, the bulwark of the revenues were from the broadcasting deal with Sony which were directed to a central pool, 40% of which went to IPL itself, 54% to franchisees and 6% as prize money. The money will be distributed in these proportions until 2017, after which the share of IPL will be 50%, franchisees 45% and prize money 5%. IPL had earlier inked a deal with Kingfisher Airlines as the official airline partner for the series in a Rs. 106 crore (1.06 billion) deal. This deal sees the Kingfisher Airlines brand on all umpires' uniforms and also on the giant screens during third umpire decisions.

Due to the sudden move to South Africa for season 2, IPL renegotiated its broadcast deal with Sony. IPL had agreed to subsidize the difference in operating costs between India and South Africa as it decided to move to the African nation after the security concerns raised because of its coincidence with India's general elections. India's biggest property developer DLF Group paid $50 million to be the title sponsor of the tournament for 5 years from 2008 to 2013. As far as the renegotiated broadcast deal with Sony was concerned, 20% of these proceeds were go to IPL, 8% as prize money and 72% would be distributed to the franchisees. The money would be distributed in these proportions until 2012, after which the IPL would go public and list its shares. That at least is the grand plan.

But this time round, Modi has carved new slices of the rights pie, milking it for every nickel and dime. Industry sources reckon that some of these monetisation deals are extremely lucrative. For instance Colors has reportedly paid $130 million for its 3 year licensing deal, 100 per cent of which will be split between the eight franchises. MRF has forked out Rs 16 crore for the blimp at match venues while Maxx has entered into a Rs 20 crore per annum deal as the strategic time out partner and Rs 32 crore with Karbonn Mobiles. There is also a licensing deal with Swiss watch maker Bandyer for the IPL Trophy Collection for an undisclosed sum. Further, Modi has sold the theatrical rights to UFO Moviez, opening up a spanking new frontier. UFO Moviez expects Rs 20-25 crore revenues in the first year. Further in a landmark deal, the entire IPL 2010 season will be broadcast live on YouTube, following an arrangement between the league and Google, owners of the Internet channel. The deal - under which all 60 games will be shown live or on a short delay on a dedicated YouTube channel - will apply across the world, except in the USA, which will have re-broadcast options. The agreement gives Google exclusive online rights for IPL content for...
two years, with both parties sharing revenues from sponsorships and advertising. In fact, these deals were announced with staccato regularity. ITV announced it had secured the United Kingdom television rights for the 2010 Indian Premier League. ITV will televise 59 of the 60 IPL matches on its ITV4 free to air channel. This way cricket returns to ITV after a hiatus of 30 years. No figures are available for both the youtube and ITV deals, but they will be worth a lot of money.

That is obvious from the way Google India Pvt. Ltd has announced an array of advertising partners for live streaming of the IPL matches on YouTube. Leading the line-up are sponsors such as the Royal Challengers Bangalore, HSBC India, and HP India. The other sponsors taking up the sponsorship slots include Airtel, Coca-Cola and Samsung. It is believed that the sponsorship deals on YouTube are available for between Rs1.5 crore and Rs 4 crore. UFO Moviez, the world’s largest digital satellite cine network will screen DLF IPL 2010 Cricket matches live on gigantic screen in cinema theatres across the country. UFO has more than 1,700 digital screens across India and has tied up with Crown Infotainment who holds the distribution rights for IPL 2010 to introduce IPL matches in theatres.

Similarly, mobile phone manufacturer Karbonn Mobiles, a joint venture between Delhi-based Jaina Group and Bangalore-based UTL group inked a long-term sponsorship contract with the Indian Premier League (IPL). Karbonn Mobiles is IPL’s Official Partner Mobile Phone, as also the title sponsor of ‘IPL Nights’, a show that will be aired on MTV, part of the Colors licensing deal. The deal is valued at Rs 32 crore for the year. In another innovation, IPL is also charging a premium for sponsored blimps at the match venues. Tyre brand MRF Ltd is spending Rs16 crore to sponsor the blimps. IPL has also entered into a Rs 60 crore three year agreement with MAXX, a leading mobile and accessories manufacturer. MAXX will act as the Strategic Time Out (STO) partner and add spice to the final stages of the league as the official play-off partner.

Then there are deals with Bangalore-based mobile firm July Systems for the exclusive rights to the mobile Internet portal M.IPL20.com, the official site for the third Indian Premier League on the mobile. UTV Group owned Indigames is the official gaming partner for the Indian Premier League while the Noida based GoBindas Entertainment has landed the Interactive Voice & Video Response (TVVR) rights specifically for the United Arab Emirates region. vRock Mobile has bagged the worldwide IVR, SMS, MMS and live score rights. Then there is Sigma Ventures & DCI Mobile Studios which will develop an official IPL mobile application for iPhone, Android and other smart phones. The old adage of bhondh boondh se sagar banta hai may hold good here.

What this tells you is that if there is a will, then automally a way will present itself. In manys Modi has found his true calling only now. That of a marketer par excellence. IPL is here to stay and people are willing to bet big on it. The tournament’s return to India, captive audiences and as a corollary high ratings is what advertisers are seeking. I guess Modi would have been inventive last year as well, but his bandwidth in season 2 would have been completely clogged due to the last minute migration to South Africa. But he seems to have more than made up for it this year. In fact, he has put in a veritable sprint this time.
Dear Andrew,

Can't progress at 7.5/8l. price. As you would have noticed almost 90% clients for this is new eg Blackberry, Nestle, MicroMax etc

Regards
Sundar
Sent from BlackBerry® on Airtel

-----Original Message-----
From: "Wildblood, Andrew" <Andrew.Wildblood@imgworld.com>
Date: Tue, 6 Apr 2010 12:29:45
To: sundar@ipl20.com;sundar@ipl20.com>; Uberoi, Tanveer<Tanveer.Uberoi@imgworld.com>; Lalit Modi<lkam@ipl20.com>
Cc: Krishnan, Ravi<Ravi.Krishnan@imgworld.com>; Gargi Kaul<gargi_kaul@hotmail.com>
Subject: RE: DLF IPL '10 - Play off's Partner Proposal (URGENT)!!!

OK, therefore Tanveer please make sure that you have specific daily price clearance before you approach a client and tell the client that the price is today's price and sensitive to supply and demand changes. I suggest that Gargi should also advise an acceptance period (say 48hours?) during which the quoted price remains valid.

Sundar/Lalit can you clarify whether we can proceed with Parle at the old price? I hope that you will agree to this, I believe they are a new client who we will have a better chance to develop if we give them good first experience.

AW

From: sundar@ipl20.com [sundar@ipl20.com]
Sent: 06 Apr 2010 12:14
To: Wildblood, Andrew; Uberoi, Tanveer; Lalit Modi
Cc: Krishnan, Ravi; Gargi Kaul
Subject: Re: DLF IPL '10 - Play off's Partner Proposal (URGENT)!!!

Hi Andrew,

As you may be aware the inventory is dependant on demand supply. We have excess demand for this limited supply and consequently price changes for this.

As on date this is the price in the market Gargi and team are selling at. We do not want a price lower than this to be floated. I suggest Tanvir route all inventory sales through Gargi.

Regards
Sundar
Sent from BlackBerry® on Airtel

-----Original Message-----
From: "Wildblood, Andrew" <Andrew.Wildblood@imgworld.com>
Date: Tue, 6 Apr 2010 11:57:03
To: sundar@ipl20.com<sundar@ipl20.com>; Uberoi, Tanveer<Tanveer.Uberoi@imgworld.com>; Lalit Modi<lkam@ipl20.com>
Cc: Krishnan, Ravi<Ravi.Krishnan@imgworld.com>; Gargi Kaul<gargi_kaul@hotmail.com>
Subject: RE: DLF IPL '10 - Play off's Partner Proposal (URGENT)!!!
Sundar,

Thanks for this advice.

As discussed with Lalit in Delhi last Wednesday, the IMG sales team has been marketing IPL properties including the on screen ads. We have secured an offer based on the pricing information that was available to us. Are your instructions that we should now revert to Parle with the new pricing or can we confirm the deal? I understand that a Cadbury arrangement has just been confirmed using the old pricing although that may not be correct.

So that any repeat of this can be avoided, it is clearly critical that all relevant pricing and availability information is communicated to Tanveer on a timely basis so that we can be coordinated and professional and all involved are consistent in approach.

Let us know and we will do the needful.

AW

From: sundar@ipl20.com [sundar@ipl20.com]
Sent: 06 April 2010 08:55
To: Uberoi, Tanveer; Lalit Modi
Cc: Wildblood, Andrew; Krishnan, Ravi; Gargi Kaul
Subject: Re: DLF IPL '10 - Play off's Partner Proposal (URGENT)!!!

Dear Tanveer,

The on screen ads now are at INR 12L for play offs and 9L for rest of the matches.

Please be in touch with Gargi (copied)

Sundar

Sent from BlackBerry® on Airtel

From: "Uberoi, Tanveer" <Tanveer.uberoi@imgworld.com>
Date: Tue, 6 Apr 2010 17:42:10 +1000
To: 'lkm@ipl20.com'<lkm@ipl20.com>
Cc: 'sundar@ipl20.com'; Wildblood, Andrew; Andrew.Wildblood@imgworld.com; Krishnan, Ravi; Ravi.Krishnan@imgworld.com
Subject: FW: DLF IPL '10 - Play off's Partner Proposal (URGENT)!!!

Dear Lalit

Below offer from Parle (from their agency TME ) for On screen advertising. This is as per the rate you mentioned the other day in Delhi ie:- Rs.7.5 lac per 10 sec for league matches and Rs.8 lacs per 10 sec for Play off's

Can we give them a go ahead and take a written confirmation ?

They have additionally requested for 08 hospitality/sponsor tickets for the Finals at DY patil.

Warm Regards
Tanveer S. Uberoi  | General Manager | IMG/TWI | Building No.9 | Tower A | 5th Floor | Cyber City | DLF | Phase-II | Gurgaon | 122002 | INDIA | Tel: 91-0124-4578900 | Fax: 91-0124-4218903 | Cell: +919873672213 | E-mail: tanveer.uberoi@imgworld.com | Alk. E-mail: tanveer.uberoi@gmail.com

From: Karim, Imran [mailto:imran.karim@tmeindia.com]
Sent: Tuesday, April 06, 2010 11:37 AM
To: Potphode, Rohit
Cc: Mathews, Vinish; Uberoi, Tanveer; Garg, Tusahar
Subject: RE: DLF IPL '10 - Play off's Partner Proposal (URGENT)!!!
Hi Rohit,

Further to our discussion following is our requirement for the on screen advertising. (the same will be shown live on Max as well)

We have presented two option to client.

Option -1 league matches
No of matches - 6
Secs per match - 40
Total seconds - 240
Spot duration - 5 secs
Total cost - Rs. 1.8 cr (net)

Option - 2 Play off matches
No of matches - 4
Secs per match - 60
Total seconds - 240
Spot duration - 5 secs
Total cost - Rs. 1.92 cr (net)

Kindly confirm the above two option, will let you know by today evening on the same.

Regards,

Imran
Thanks Lalit. OK so now last 3 games have been good. Just about touching 2,600 seconds. But like I said last 16 odd days has been down. We are behind approx 3,500 to 4,000 seconds on full matches. Can send exact details tmrw once latest TAM numbers are out.

Thanks,
Sneha

----- Original Message -----  
From: lkm@iplt20.com <lkm@iplt20.com>  
To: Sneha Rajani  
Cc: Sundar Raman <sundar@iplt20.com>; James Rego <james@iplt20.com>  
Sent: Wed Apr 07 00:01:12 2010  
Subject: Re: Match 31


----- Original Message -----  
From: Sneha  
To: Lkm ipl  
Subject: Re: Match 31  
Sent: 6 Apr 2010 21:12

Hello Lalit,

Awaiting a response on this. We are averaging in full 40 overs matches approx. 2400 seconds.

Thanks,
Sneha

----- Original Message -----  
From: Sneha Rajani  
To: 'lkm@iplt20.com' <lkm@iplt20.com>  
Sent: Tue Apr 06 01:03:28 2010  
Subject: Re: Match 31

Hi Lalit,

Still awaiting a response on this? On full 40 over matches we are still beyond the 2600 seconds. Consistently. Since 2 plus weeks. Barring the first week to 10 days. Request u look into this.

Last 2 games hv been reasonably OK. Thanks. But a lot of catching up to do.

Thanks,
Sneha

----- Original Message -----  
From: Sneha Rajani  
To: 'lkm@iplt20.com' <lkm@iplt20.com>  
Sent: Fri Apr 02 23:44:14 2010  
Subject: FW: Match 31

Hi Lalit,
Pls request you to look into the FCT being made available. Last 10 days in full matches we are only getting 2200 to 2350 seconds maximum. You may verify the data with TAM. We are falling way short of the 2,600 mark. The first 10 days were great, but since then its been a struggle.

Would appreciate your intervention.

Many thanks,
Sneha

----- Original Message ----- 
From: Singh, Rajveer <Rajveer.Singh@spe.sony.com>
To: N P Singh; Sneha Rajani; ManJit Singh; Banu Veloo; Gupta, Rohit <rohit.gupta@ap.sony.com>
Sent: Fri Apr 02 23:13:18 2010
Subject: Match 31

2280 second fct, 20 second match promos and 30 second set n sab promos.
Notice: This message is intended to be read only by the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us at support@setindia.com and immediately destroy all copies, both electronic and other, of this message.

Sent from BlackBerry® on Airtel
Notice: This message is intended to be read only by the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us at support@setindia.com and immediately destroy all copies, both electronic and other, of this message.
I agree Lalit but we have gone into this in real time when budgets are over. And we had to keep it low profile. It took some time to settle and now we are demanding high prices too. Next year it will be an established thing and we will go well in advance and close full inventory in advance. We are already sold out in the last four matches and we had used leftover budgets of March 31. We will try our best.

Sent from BlackBerry® on Airtel

-----Original Message-----
From: lkm@iplt20.com
Date: Sun, 11 Apr 2010 12:04:48
To: gargi kaul@hotmail.com; Kunal Dasgupta@ku54@yahoo.com; Sundar Raman@sundar@iplt20.com
Subject: Re: Big Screen ads

Apologies not good.
Sent from BlackBerry® on Airtel

-----Original Message-----
From: gargi kaul@hotmail.com
Date: Sun, 11 Apr 2010 10:50:07
To: Lalit Modi<lkm@iplt20.com>; Kunal Dasgupta@ku54@yahoo.com; Sundar Raman@sundar@iplt20.com
Subject: Re: Big Screen ads

My apologies ... Working on it .....

Gargi

Sent from my BlackBerry® from Vodafone

-----Original Message-----
From: lkm@iplt20.com
Date: Sun, 11 Apr 2010 09:55:19
To: Kunal Dasgupta@ku54@yahoo.com; Sundar Raman@sundar@iplt20.com
Cc: Gargi Kaul<gargi kaul@hotmail.com>
Subject: Re: Big Screen ads

That is zero excuse. With our ratings this is big big big loss. Not acceptable.
Sent from BlackBerry® on Airtel

-----Original Message-----
From: ku54@yahoo.com
Date: Sun, 11 Apr 2010 09:31:50
To: Lalit off<lkm@iplt20.com>; Sundar IPL@sundar@iplt20.com
Cc: Gargi Kaul<gargi kaul@hotmail.com>
Subject: Fw: Big Screen ads

The new financial year caused this pl see gargi reply

--------Original Message-----
From: Gargi Kaul
To: Kunal DasGupta
ReplyTo: Gargi Kaul
Subject: Re: Big Screen ads
Sent: Apr 11, 2010 1:47 PM

Kunal,
I have been updating Sundar and Utkarsh regularly. Anyways, the current situation is that its the month of April (year end for most clients was march 31st) and most big client budgets are exhausted and tied up with SET Max. We have done semis and finals at very good rates and fct is over...

Reckitts, HP and micromax who were to take fct from April 01 are all not approved (
yesterday's match there was only 15 seconds booked (instead of 150sec).

This comes as a shock to me as the confirmation given to us has always been we are excess demand.

We had given the sale to you and not through anyone else with the guarantee that all 150 seconds will be filled. In fact I had given clearance to production to go above 150 to accommodate demand.

This doesn't please us and I would like to get a daily update of bookings 24 hours before the game.

Utkarsh: please start to take the bookings for open market immediately. You know the revenue target to deliver.

Sundar
Sent from BlackBerry® on Airtel

Sent from BlackBerry® on Airtel

Sent on my BlackBerry® from Vodafone

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Working on blackberry, heinz, cadila, micromax. Got a new client from today - Sab Miller

Gargi

-----Original Message-----
From: Kunal DasGupta
To: Gargi Kaul
ReplyTo: Kunal DasGupta
Subject: Fw: Big Screen ads
Sent: Apr 11, 2010 1:24 PM

Why is this

-----Original Message-----
From: Sundar IPL
To: Kunal Das gupta
Cc: Lalit off
Cc: Utkarsh Singh
ReplyTo: Sundar IPL
Subject: Big Screen ads
Sent: Apr 11, 2010 1:22 PM

Dear Kunal,

I just heard from my production team that the big screen ad sales are inconsistent and in yesterdays match there was only 15 seconds booked (instead of 150sec).

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Sundar
Sent from BlackBerry® on Airtel

Sent from BlackBerry® on Airtel
Webmail :: Fw: Big Screen ads

Sent on my BlackBerry® from Vodafone

Sent from BlackBerry® on Airtel
I agree will get on it right away
Sent from BlackBerry® on Airtel

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