



sports · entertainment · media

Mr. N. Srinivasan  
Honorary Secretary  
BCCI  
Honorary Secretary's Office  
The Tamil Nadu Cricket Association  
M A Chidambaram Stadium  
Victoria Hostel Road  
Chepauk  
Chennai 600 005  
India

28<sup>th</sup> August 2009

Dear Sir,

I write in response to your letter to me of earlier today.

I would like to correct a number of inaccuracies in your letter.

On 13<sup>th</sup> September 2007 the BCCI and IMG signed an agreement which is expressly stated to be "legally binding", is for a term of ten seasons and provides for a commission based system of remuneration. The essence of the agreement is that IMG would commit its international resource, expertise, experience and brand to conceptualise, create, commercially exploit and implement a new domestic professional cricket league in India. It was a key tenet of the agreement that IMG would only be paid according to the success of the league IMG was tasked with creating.

After the successful conclusion of the 2008 season, at a meeting in Bangkok in October 2008 you acknowledged the validity of our contract but requested that IMG agree to a variation of it under which IMG would be paid a fixed annual fee instead of annual commission for the remaining nine seasons. At that meeting you confirmed to me that IMG had and continued to fulfil all of its obligations under this contract. There then followed a period of discussion culminating in my acceptance of the annual sum you proposed for a fixed fee basis of remuneration in December 2008. You also agreed at that point to pay the outstanding 50% of the 2008 commission which until then had been withheld.

Following the conclusion of the 2009 season in South Africa, you requested a meeting in London in June at which you and the BCCI President informed me that the Working Committee of the BCCI were refusing to ratify the variation of the contract. At that meeting you again confirmed that IMG continued to fulfil all of its obligations under the contract and suggested that IMG should consider submitting a revised proposal as regards its remuneration. I subsequently met you and the BCCI President in Mumbai in July and informed you that IMG was not prepared to submit such a proposal and, since the proposed fixed fee variation had not been ratified by the BCCI, the original commission based system of remuneration continued to apply. It is also perhaps worth pointing out that, despite the effort and commitment made by IMG to successfully re-locate the tournament to South Africa in 2009, IMG has yet to be paid anything other than an amount you suggested was on account of our out of pocket expenses.

Your letter appears to be an attempt to terminate our contract. You have not provided any grounds for such termination and the fact is there are no such grounds (refusing to enter into further renegotiations as regards our remuneration is not a breach of our contract).

I hope that the clarifications in this letter will lead you to reconsider your position and in the meantime we reserve all of our rights and remedies at law under and in respect of the contract.

Yours sincerely,

A handwritten signature in dark ink, appearing to read "Andrew Wildblood". The signature is written in a cursive, slightly slanted style.

Andrew Wildblood  
Senior Vice President  
Senior Corporate Director IMG India