

தமிழ்நாடு தமில்நாடு TAMILNADU

19859
10/4/2017

The TNCA

ABC 968340
A. SATHISH KUMAR
STAMP VENDOR
LIC No. 71270/03/06
TRIPLICANE, CHENNAI-600 005.
Phone: 20522340, 45880601

STADIUM AGREEMENT

This Stadium Agreement made and entered into on this 10th day of April 2017

BETWEEN:

- (1) The Tamil Nadu Cricket Association, an association incorporated under the Tamil Nadu Societies Registration Act 1975 having its registered address at M.A. Chidambaram Stadium, 5 Victoria Hostel Road, Chepauk, Chennai 600 005 (hereinafter referred to as the "TNCA" which expression shall unless the context requires otherwise be deemed to mean and include its successors and assigns); and
- (2) The Dindigul District Cricket Association, having its registered address at C/o Vignesh Sports, No. 8, Sarvite Convent Complex, Sun Collector Office Road, Dindigul 624001 (the "DDCA" which expression shall unless the context requires otherwise be deemed to mean and include its successors and assigns); and
- (3) Titan Educational Trust, a Charitable Trust having its registered address at new no. 26, 1st Floor, Decnadayalu St., T. Nagar, Chennai - 600 017 (the "TET" which expression shall unless the context requires otherwise be deemed to mean and include its successors and assigns);

For Titan Educational Trust,

Managing Trustee.

For Dindigul District Cricket Association,

Secretary/Vice President/Treasurer.



each being a "Party" and together the "Parties".

WHEREAS:

- (A) TNCA is the sole governing body of the game of cricket in the State of Tamil Nadu and as part of its activities, hosts some matches forming part of national cricket tournaments organised by the Board of Control for Cricket in India and also organises various domestic tournaments including the League.
- (B) DDCA is the district cricket association with the responsibility of assisting the TNCA and TET with the conduct of the Matches.
- (C) TET is the owner and operator of the Stadium.
- (D) TNCA wishes to be granted an exclusive license from TET in respect of the Stadium and TET has agreed to grant the same to TNCA in order for TNCA to stage Matches in accordance with the terms of this Agreement.

IT IS NOW AGREED as follows:

1 Definitions and Interpretation:

- 1.1 Board of Control for Cricket in India" or "BCCI" means the governing body for the Game of Cricket of for the territory India and to which the TNCA is affiliated as a Full Member;
- 1.2 "BCCI Tournaments" means the national tournaments organised by the BCCI across India in which members of the BCCI field teams;
- 1.3 "Commercial Rights" means all commercial rights of any kind whatsoever relating to any Match, in each case including without limitation sponsorship, supply of goods and services; merchandising, ticketing, catering, hospitality (except as otherwise set out in this Agreement), licensing and advertising/signage rights;
- 1.4 "Franchisee" means any of the entities owning a Team;
- 1.5 "Franchisee Marks" shall mean all trade marks, trade names, logos, designs, symbols, emblems, insignia or slogans or other matters in the nature of intellectual property rights of any kind (including copyright) used by the Franchisee in connection with the Team and/or the Franchise from time to time;
- 1.6 "Grounds" means the playing areas (including the centre square, outfield and practice wicket areas) at the Stadium;
- 1.7 "League" shall mean the Twenty20 cricket league known as the Tamil Nadu Premier League which has been established by TNCA and which it is anticipated shall take place in August/September of each year (or such other time as may be notified by TNCA to DDCA and TET);

- 1.8 "League Marks" shall mean all trade marks, trade names, logos, symbols, emblems, insignia or slogans or other matters in the nature of intellectual property rights of any kind including copyright used by TNCA from time to time in connection with the League;
- 1.9 "Licensee" means each official sponsor, official supplier, broadcaster and other media or commercial representative who has been granted any rights of any kind in connection with any Match and/or the League by TNCA and/or the Franchisee or, with TNCA's written approval, any other third party;
- 1.10 "Match" means any match forming part of any BCCI Tournament or any TNCA Domestic Tournament including the League;
- 1.11 "Media Rights" shall mean the right to broadcast or otherwise distribute audio-visual, visual and audio coverage of any Match (whether on a live or delayed basis and whether of all or any part of such match) by any and all means now known or hereafter developed including but not limited to all forms of television, home video and DVD, theatrical and non-theatrical rights, in-flight, ship-at-sea, distribution to all forms of mobile devices and via the internet and whether scheduled or on demand and in whatever format (whether linear, interactive, free to air, pay or otherwise) together with all media rights of any kind in relation to the opening and closing ceremony (or any similar such event) in relation to the League (if they occur in the Stadium) and all presentations, prize-givings and interviews which take place shortly before or after any Match;
- 1.12 "Stadium" means the whole of the premises of the Stadium including without limitation the Grounds, all accreditation facilities, the areas surrounding the Stadium, training and warm-up grounds and areas, the stands, passageways, walkways, staircases, lifts, bars, toilets, hospitality facilities, private members' areas, suites, wherever applicable fences, commentary boxes, gantries, walls, windows, seats, boundaries, floodlights, media facilities, electronic scoreboards and replay screens, roofs, shops, box offices, car parks and other areas within the Stadium, airspace above any of the foregoing, static or moving objects inside and outside the Stadium in each case in and around and/or which form part of the Stadium or which are otherwise owned and/or controlled by TET in connection with the Stadium but excluding any residential areas in the club house;
- 1.13 "Team" means the team participating in any Match;
- 1.14 "Term" means a period from 1st June 2016 till 31st May 2036;
- 1.15 "Ticket" means a ticket allowing the holder to gain entry into the Stadium in accordance with the ticket conditions set by TNCA (or any third party nominated by TNCA), to see the Match specified on such ticket and "Ticketing" shall be construed accordingly;
- 1.16 "TNCA Tournament" means any tournament organised by the TNCA including the League;

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1.17 "Tournament Operations Manager(s)" shall mean any person(s) appointed by TNCA to review, facilitate and to generally assist the Parties in the compliance with the provisions of this Agreement.

1.18 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa.
- (b) the masculine gender shall include the feminine and vice versa.
- (c) reference to persons shall include any individual, legal person, corporation and/or any other entity of any kind whatsoever.
- (d) the Recitals and Schedules to this Agreement each form an integral part of it.

2 Grant of Rights

2.1 TET hereby grants to TNCA the exclusive right and licence to have access to and to use the Stadium during the Term for the Matches and any practice sessions required by the Teams and any other matters connected with the Matches, including press conferences.

2.2 TET shall be entitled to use the Stadium for its own use upon obtaining prior written approval of the TNCA however, subject that the same does not coincide with any of the Matches and further subject that TET shall not, during such period of use, or otherwise during the Term, take any action which is inconsistent with the grant of the rights to TNCA under this Agreement. The total number of days in a year where TET may use the Stadium shall not exceed 60 days. As part of the grant of the rights under this Agreement TET agrees that it shall not organise any match, practice or other use of the pitch and training facilities at the Stadium during the Term nor allow any other third party to do so other than as provided under this Agreement.

2.3 TET shall comply with each of the obligations set out in this Agreement, shall ensure that the facilities set out in Schedule 1 are made available to TNCA and/or the Teams (as appropriate), and that it shall provide all the services as set out in Schedule 2 herein.

2.4 TNCA will notify TET of the scheduled dates of the Matches to be held in the Stadium reasonably in advance, it being acknowledged that TNCA reserves the right to change the schedule of the Matches or the number of Matches during the Term at its absolute discretion.

2.5 TNCA shall be entitled to create such infrastructure as may be required for conduct of the Matches at its cost.

3 TET Rights/Obligations

3.1 TET shall ensure that TNCA and its agents, the Teams and the Franchisees, as applicable has access at all times to the Stadium to carry out and facilitate the exploitation of all of their respective rights under this Agreement.







- 3.2 TET and DDCA shall provide all necessary co-operation and support to the TNCA and the Teams for ensuring and maintaining the security of the Stadium and practice facilities and the security of all spectators at each Match and all players, officials and all other personnel of any kind connected with the promotion and staging of each Match.
- 3.3 TET and DDCA shall provide all necessary co-operation and support to TNCA to support the emergency planning procedures that are implemented by TNCA.
- 3.4 TET confirms that, save as expressly set out in this Agreement, it shall retain all duties and obligations of any kind including under any applicable law or regulation as the owner and/or operator of the Stadium
- 3.5 TET agrees and acknowledges that the TNCA shall be entitled to issue guidelines from time to time in connection with the conduct of the Matches at the Stadium TET shall take all steps necessary to ensure compliance with such guidelines.
- 3.6 TET shall co-operate fully with the directions of TNCA in respect of:
- i. the presentation of each Match (including but not limited to the use of replay screens and of electronic and manual scoreboards);
 - ii. the format, timing, location and make up of any prize-giving;
 - iii. any spectator entertainment initiatives suggested by TNCA and / or the Teams; and
 - iv. any TNCA Licensees' activities. and
 - v. any Team Licensees' activities.
- 3.7 TET shall ensure that it provides, at its own cost, adequate, sufficiently skilled and trained personnel to ensure the proper performance of its obligations under this Agreement.
- 3.8 TET confirms to undertake all obligations contained in Schedule 1.

Media related

- 3.9 TET hereby acknowledges that TNCA or BCCI, where applicable, has granted to third party producers the right to carry out the television production of each Match and of entertainment activities on the day of the Match and TET shall co-operate with such third party producer(s) appointed by TNCA or BCCI, where applicable and take all such steps as are necessary to ensure that such production may take place at the Stadium according to the requirements of the said producer(s).
- 3.10 TET hereby acknowledges that TNCA or BCCI, where applicable has granted and may in the future grant to a third party broadcaster(s) the exclusive world-wide television, radio, internet, wireless and any and all other Media Rights in respect of each Match and TET agrees to procure that TNCA or BCCI, where applicable, and their appointees are permitted full unfettered access to the Stadium for the transmission (including







uplinking) of such broadcasts. For the avoidance of doubt TET acknowledges and agrees that all Media Rights are exclusively owned by TNCA or BCCI, where applicable and TET shall not exercise or seek to grant any third party the right to exercise any of these rights, with the exception of showing CCTV at the Stadium solely in accordance with the written directions of TNCA and any tapes of such CCTV footage must be handed to TNCA immediately after each Match.

- 3.11 TET hereby undertakes to co-operate with TNCA to refuse entry to the Stadium to any televiser, broadcaster, internet provider or photographer not specifically accredited with the approval of TNCA. In the event that any person inside the Stadium commences recording or producing sound, data or images (still or moving) for broadcast, publication or other transmission or use (whether using a television camera or otherwise) or broadcasts sound, data and/or images without the express permission of TNCA, TET will assist TNCA to summarily remove such persons from the Stadium concerned and will not allow them re-entry at the Stadium.
- 3.12 TET will ensure that TNCA and third parties appointed by it shall have the exclusive right of access, free of charge, to the Stadium for the purposes of producing and/or broadcasting any form of audio, visual and/or audio/visual coverage or other reproductions of or including Matches and all live video and audio signals of each Match (or any part thereof). Permitted access shall extend to such authorized personnel, equipment and vehicles as are reasonably necessary for carrying out those functions.

Licensee Related

- 3.13 All commercial exploitation of each Match will be under the control of and belong to TNCA or BCCI, where applicable, and the Franchisees or Teams (as appropriate) absolutely. The normal commercial arrangements that TET has for the staging of its own matches or other events at the Stadium will not apply and TET shall make the Stadium available free from any and all commercial obligations or advertising and free from any other restrictions or obligations of any kind whatsoever.
- 3.14 TET acknowledges that:
- i. Except for signage and advertising erected or distributed by TNCA in accordance with this Agreement, no third party's name or logo shall appear within the Stadium;
 - ii. The provision or sale of all catering and food and beverages at the Stadium (whether in the hospitality areas or the general public areas) shall be the exclusive right of and shall be controlled by TNCA; and
- 3.15 TET shall ensure that the pitch-perimeter advertising boards are not restricted in any manner, either partially or in full. TET shall take all reasonable steps necessary to ensure that there is no obstruction to the viewing of any other advertising at the Stadium and shall work with TNCA to take immediate action to remove any moveable obstruction to the same.

Intellectual Property Rights

- 3.16 TET agrees to co-operate fully with TNCA and assist TNCA to take such actions (including co-operating with the Franchisees and Licensees) as are reasonably requested by TNCA to prevent, so far as possible, infringement of the Commercial Rights, the League Marks, the Franchisee Marks and all activities which could constitute so-called "ambush marketing" in relation to any of the same. In particular, TET agrees to assist TNCA, the Franchisees and Licensees together with local trading standards departments (or equivalent authorities) police, private security agents and local municipal authorities and as promptly as is practicable to take appropriate action with a view to minimizing or eliminating:
- i. the sale and/or distribution of unofficial Match, League, Team related merchandise at and around and in proximity to the Stadium;
 - ii. any advertising or promotions by non-sponsors of the Match which TET is notified by TNCA and/or the Franchisee as considered to constitute "ambush marketing" (including distribution and use of spectator-materials, such as branded "4" and "6" signs etc);
 - iii. the unauthorized sale of Tickets and/or hospitality to any Match (i.e. sales on the so-called secondary market).
- 3.17 The TNCA hereby grants to TET a non-exclusive licence to use the League Marks and the Franchisee Marks respectively solely for the proper performance of TET's obligations under this Agreement and, in this regard, TET agrees that all such usage shall require the prior consent of the TNCA and that all goodwill arising out of any use by it of the League Marks and the Franchisee Marks accrues to TNCA and the relevant Franchisee respectively and, if called upon to do so by TNCA or the relevant Franchisee, it will at no cost execute an assignment of the same in favour of TNCA or the relevant Franchisee (as appropriate).
- 3.18 So far as possible in law, TET hereby waives in perpetuity and acknowledges the right of TNCA, in perpetuity to:
- i. all and any rights including but not limited to the copyright in any form of audio, visual, audio/visual or electronic coverage of any nature in respect of each Match;
 - ii. all rights to incorporate any action, architectural feature, scene or material at, in or of any part of the Stadium in any form of audio, visual, audio/visual or electronic coverage of or in connection with or arising out of Matches or as publicity therefor;
 - iii. all rights to exploit without limitation any such coverage or part thereof with or without other material in any medium, whether now known or hereafter devised, without any restrictions and free of any interest of any other person whatsoever; and
 - iv. to the extent not already mentioned above the Commercial Rights.







3.19 TET hereby undertakes that it shall not do or permit to be done any act or thing which may in any way harm, bring into disrepute, devalue, denigrate, impair or otherwise adversely affect:

- i. the League, the League Marks and Franchisee Marks or the rights and interests of TNCA, the Teams, the Franchisees and Licensees to the same including the goodwill attached thereto; or
- ii. the Commercial Rights and the Media Rights; or
- iii. Licensees' marks or the rights and interests of the respective licensees to the same including the goodwill attached thereto; or

3.20 TET shall procure that TNCA may use and may authorise third parties including Licensees to use (in each case free of charge) any marks or designs owned by TET and/or relating to the Stadium (including any such marks as are registered) for the purpose only of publicising, promoting and broadcasting any Match, provided that any proposed use of such marks or designs is subject to the prior written approval of TET and such approval is not to be unreasonably withheld or delayed. So far as reasonably necessary, TET shall on request of TNCA and at no cost execute formal licences confirming the grant of such rights to TNCA and the Franchisee (including the right to authorise use thereof by Licensees). TET shall provide appropriate copies/artwork of such marks and designs to TNCA, the Franchisee, or Licensees, as are reasonably requested from time to time.

Ticket related

3.21 TET agrees not to:

- i. sell or provide any Tickets except as otherwise agreed in writing by TNCA,
- ii. carry out any Ticket promotions; or
- iii. produce, stockpile, distribute, give away or sell any merchandise of any kind in respect of any Match whether at the Stadium or otherwise.

3.22 TET will assist with the reasonable requests of TNCA in the promotion of the Match and will (subject to any data protection requirements) provide TNCA with access to its database of ticket holders or corporate contacts.

3.23 TNCA shall be permitted, at it / their cost, to install or remove any seating as it / they may require, throughout the Stadium subject to the approval in advance of TET (such approval not to be unreasonably withheld or delayed).

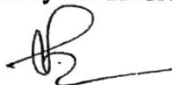
4 TNCA Rights/Obligations

4.1 TNCA and the DDCA will be responsible for the provision of security by the police authorities during any Match conducted by TNCA..

- 4.2 TNCA at its cost, shall erect and install all desired facilities, structures and equipment required in connection with the exploitation of the Media Rights including camera platforms, air-conditioning of the production control room etc. relating to each Match.
- 4.3 TNCA at its cost shall erect and install and desired facilities, structures and equipment's for conduct of the game including media box, commentator's box, scorers area etc.
- 4.4 TNCA at its cost shall erect floodlights at the stadium along with necessary infrastructure for operation of floodlights during the Match. Any costs for operation of the floodlights will be met by TNCA.
- 4.5 TNCA at its costs shall erect temporary stands in the Stadium for any Match at the option of TNCA. TET shall co-operate fully with installation, storing and dismantling the temporary stands.
- 4.6 It is acknowledged that the TNCA has the sole right (by itself or through its agents) to arrange the pre-Match entertainment but at all times subject to Government Policy, Statutory Licences and other morality norms.
- 4.7 The TNCA shall be responsible for all Ticketing and the access control of areas to the Stadium on Match days. TET shall be provided free of charge by TNCA for the League with a) 50 Hospitality tickets (where available) and (b) 500 general stand category (where available) of each category of Tickets or otherwise as agreed mutually.

TET shall ensure that any third party to which it provides a Ticket complies in full with any terms and conditions of entry set by TNCA including the terms and conditions set out on such Ticket including without limitation the prohibition on selling or using the same for any commercial or promotional purposes. TET shall be entitled to give away such Tickets, but not sell them or use them for any commercial or promotional purposes.

- 4.8 The TNCA shall effect and maintain at its cost all appropriate insurances for the staging of each Match.
- 4.9 TNCA shall either (i) reimburse TET for the cost of any damage to the Stadium as a result of the construction of any temporary hospitality areas or (ii) do the work themselves with the choice being made by the TNCA.



5 Consideration

- 5.1 All income derived from the staging and commercial exploitation of each Match and the Commercial Rights and Media Rights will belong to TNCA exclusively.
- 5.2 In consideration of TET making the Stadium available to TNCA in accordance with the terms of this Agreement and for the proper performance of all its obligations under this Agreement (including without limitation providing the facilities listed in Schedule 1 and the entire services that are listed in Schedule 2) the TNCA will pay to TET, the amount of Rs 12,00,000 (Rupees Twelve Lakhs Only) plus Service tax as applicable (the 'All Inclusive Fee').
- 5.3 The All Inclusive Fee for each month shall be paid by the TNCA every month before 10th of relevant month on receipt of valid invoice.
- 5.4 All sums payable under this Agreement to TET shall be paid together with any applicable Service tax after deducting applicable withholding tax, if any, as required under the Income Tax Act 1961 or any amendment thereof.

6 Commercial Rights

- 6.1 TET hereby acknowledges and agrees that TNCA and Licensees are the owners, licensees or sub-licensees (as appropriate) of all the Commercial Rights and that TET shall not be entitled to exploit any of the Commercial Rights or any other rights in relation to any Match or the League nor is TET entitled to the proceeds of the exploitation of any of the Commercial Rights or any other such rights. TET shall not do, or omit to do, or permit to be done anything which could actually or potentially conflict with the exploitation of the Commercial Rights or any other such rights, nor shall TET enter into any agreement or arrangement relating to the Commercial Rights or purporting to exploit or grant any rights which actually or potentially conflict with the Commercial Rights.
- 6.2 TET hereby acknowledges that the Commercial Rights comprise a range of commercial and other rights, including exclusive sponsorship and supply rights in respect of categories of goods and services specified in agreements with Licensees and other commercial partners.
- 6.3 The TNCA shall, at its cost, dismantle and remove all signage and other branding of Licensees from the Stadium as and when required. For the avoidance of doubt, all such signage and advertising materials at and around the Stadium shall exclusively belong to TNCA and its agents (as appropriate), and the Stadium shall at the start of each Year be presented to TNCA/Franchisee clean and free of any and all signage and advertising materials and/or any branding in each case of any kind whatsoever.
- 6.4 TNCA agrees that the installation and erection and subsequent dismantling and removal of Licensees' branding at Stadium shall be at the cost of Licensees, and shall not be charged to TET. However, TET shall, without charge, make all necessary facilities available for, and shall assist and shall not hinder or obstruct, or permit any other person to obstruct or contest in any way:

- 6.4.1 the right of each Licensee to exploit the Commercial Rights which have been granted to them including without limitation by displaying branding on stumps, ground markings, sight screens, perimeter signage, pitch covers, scoreboards, fascias of hospitality boxes, boundary ropes, public replay screens, ball speed display units, third umpire traffic lights, and all other areas of the Stadium as are available for advertising.
- 6.4.2 the right of each Licensee to be the official suppliers of their product categories for any Match and to enjoy exclusive supply rights within the Stadium and such other benefits as may be advised by TNCA to TET; and
- 6.4.3 the right of each Licensee to have full access to such space and facilities (including concession areas and space for vending machines) as are required for the sale and promotion of such Licensee's products and services at the Stadium, in accordance with their reasonable requests.

7 Termination

- 7.1 TNCA may terminate this Agreement with immediate effect by notice in writing if TET has failed to remedy any remediable breach of this Agreement within 10 days of written request and which request must refer to this clause 7.1.
- 7.2 TNCA may terminate this Agreement with immediate effect by written notice to TET if in the opinion of TNCA TET commits or permits an irremediable breach of this Agreement.
- 7.3 TET may terminate this Agreement with immediate effect by notice in writing if TNCA has failed to remedy any material breach of this Agreement within 10 days of a written request by TET to TNCA and which request must refer to this clause 7.3.
- 7.4 At termination of the agreement by either party, TNCA shall at its costs dismantle all temporary structures created by TNCA including without limitation the Floodlights installed by TNCA.

8 Indemnity

TET hereby agrees to indemnify and hold harmless TNCA and the Licensees and each Team and each and every one of their respective officers, employees, players, directors, authorised representatives, agents and servants from and against any losses, charges, costs and expenses (including reasonable legal fees) that may be suffered by each of them as a result of (i) any breach by TET of any of its obligations contained in this Agreement, (ii) any breach of its representations and warranties and / or (iii) any violation or infringement of any right of any third party or of any applicable law, rule or regulation.



9 Force Majeure

- 9.1 Save as set out in Clause 9.3 below, no Party will be liable for any act, omission or failure to fulfil its obligations (including obligations to pay the All Inclusive Fee) under this Agreement if such act, omission or failure arises from a Force Majeure Event. If a Party is unable to fulfil its obligations due to a Force Majeure Event, it must immediately notify each other Party in writing and provide full information concerning the Force Majeure Event, including where practicable an estimate of the time likely to be required to overcome the Force Majeure Event, use reasonable endeavours to overcome the Force Majeure Event and continue to perform those of its other obligations as remain capable of being performed as far as practicable and, for so long as it is unable to fulfil any of its obligations due to the Force Majeure Event and observes the requirements above, the affected Party's failure to fulfil those obligations will not constitute a breach of any provision of this Agreement.
- 9.2 The Party which is prevented in whole or in part from performing its obligations under this Agreement as a result of a Force Majeure Event must take all action reasonably practicable to mitigate any loss suffered by any other Party as a result of that Force Majeure Event.
- 9.3 A 'Force Majeure Event' shall mean any circumstances or events beyond the reasonable control of a Party including without limitation acts of the public enemy, wars, riots, insurrections and other hostilities, fire, floods, terrorism (or the threat thereof), threats to the safety of relevant personnel, political unrest or security concerns in relevant territories, regulations or acts of governments or government agencies, and strikes of other labour disturbances.

10 Entire Agreement

This Agreement together with the Schedules, constitutes the entire agreement between the parties in relation to the subject matter hereof and supersedes any negotiations or prior agreements in respect thereof and this Agreement clearly expresses the parties' requirements and intentions in connection with the matters contemplated hereby. No Party has, in entering into this Agreement, relied on any representation other than as is expressly repeated in this Agreement. Nothing in this Agreement shall seek to exclude any liability for fraudulent misrepresentation made by one Party to any other.

11 Transfer / Assignment of this Agreement

No party may assign, transfer or novate this Agreement to any other party at any time.

12 Notices

Any notice (the "Notice") required to be given for the purposes of this Agreement shall be given by sending the same by email, registered post or hand delivery to the relevant address shown in this Agreement or such other address as shall have been notified (in accordance with this Clause) by the party concerned as being its address for the purposes of this Clause. Any Notice so sent by post shall be deemed to have been served four business days after posting and in proving this service it shall be sufficient proof that the

Notice was properly addressed and stamped and put into the post. Any Notice sent by email shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or, if not so transmitted, shall be deemed to have been served on the next business day following the date of transmission thereof.

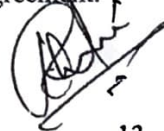
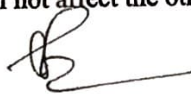
13 Confidentiality

The Parties shall at all times treat this Agreement as being private and confidential and its contents shall not be used for any purpose (other than the proper performance of this Agreement) or disclosed either directly or indirectly to any person except:

- (a) with the prior written agreement of all Parties; or
- (b) as may be required by any statutory, regulatory or governmental or quasi governmental authority, or as otherwise required by law.

14 General

- 14.1 Nothing in this Agreement will be construed as making one Party an agent, partner, employee or representative of any other or making the parties joint venturers.
- 14.2 TET represents and warrants to TNCA that (i) it has full power and authority to enter into this Agreement and fully perform its obligations contained herein, (ii) it has all the requisite licenses, permits and approvals including statutory and regulatory licenses and permits that are required to fully perfect and honour its obligations as specified herein, (iii) the execution of this Agreement and the performance of its obligations does not violate, contravene and / or impair the rights of any third party, including without limitation, the intellectual property rights or any contractual rights of any third party under any agreement to which TET is a party.
- 14.3 No variation of this Agreement will be effective unless it is in writing and signed by or on behalf of the Parties.
- 14.4 Each of the provisions contained in this Agreement is considered to be reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable, then insofar as is possible it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of the Agreement will continue in force and shall not be affected by the illegality, invalidity or unenforceability of any such provision.
- 14.5 Where this Agreement is signed on different dates then it shall take effect on the later date.
- 14.6 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.



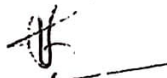
Accreditation Process

TNCA shall be responsible for providing accreditation for the League and each Match. TNCA shall provide at its absolute discretion approved accreditation for the League and each Match for TET, State Association staff, all local suppliers (only of supplies that TET is required to provide under this Agreement) and local officials on duty provided that the number and details of such persons shall be provided to TNCA by TET in advance and approved in writing by TNCA. All persons so accredited will follow the terms and conditions on the accreditation. TET shall not be permitted to provide accreditation to any persons.

Such accreditation shall duly recognize and in all cases give effect to, and ensure that the local police recognize, all requirements of the central accreditation process implemented by TNCA (including the areas of the Stadium into which such persons can and cannot enter which shall be at the absolute discretion of TNCA)

16 Governing Law and Dispute Resolution

- 16.1 This Agreement shall be governed by and construed in accordance with Indian law. Subject to arbitration as provided below, the Courts of Chennai shall have exclusive jurisdiction in relation to this Agreement.
- 16.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. The parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 16.3 In the event of any breach of the terms of this Agreement by TET, and/or the DDCA, TNCA shall have the right (where relevant and subject to TNCA using reasonable endeavours to give TET and/or the DDCA as the case may be, notice and opportunity to rectify the matter whenever possible) but not obligation to intervene immediately itself to take any action which should have been taken by TET and/or the Franchisee hereunder without prejudice to TNCA's rights and claims to any other form of remedy, including that of damages or otherwise.
- 16.4 The venue for arbitration shall be Chennai and the arbitration shall be conducted in the English language.
- 16.5 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 16.6 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.



TNCA (but not the DDCA or TET) shall be entitled to bring an action seeking injunctive or other equitable relief before the Courts of Chennai exclusively in connection with this Agreement including without limitation if it reasonably believes that damages may not be an adequate remedy for any breach of this Agreement by TET and/or the Franchisee.

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Signed for and on behalf of
TITAN EDUCATIONAL TRUST

For Titan Educational Trust,


Managing Trustee.

Name: P. Janakar
Designation: Managing Trustee

Signed for and on behalf of
THE TAMIL NADU CRICKET ASSOCIATION

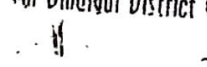




Name: R. I. Palani
Designation: Hon. Jt. Secretary

Signed for and on behalf of
THE DINDIGUL DISTRICT CRICKET ASSOCIATION

For Dindigul District Cricket Association,


Name: N. Venkataraman
Designation: Hon. Secretary

SCHEDULE 1

FACILITIES TO BE PROVIDED BY TET

Without prejudice to TET's general obligation to provide the Stadium, the following shall be provided to TNCA

1. 70 yard Turf Ground with 5 Center pitches
2. 4 Practice pitches / 1 concrete pitch
3. Manual Super Sopper Machine
4. Rollers – Heavy, Medium and Light
5. Lawn Mover
6. Sprinklers system all over the ground and practice area
7. Dressing Rooms with Air-conditioning
8. Dining Hall for teams
9. Match officials changing room
10. Gallery to accommodate 300 spectators
11. Air-conditioned Box
12. Separate cabin for Scorers and Video Analyst
13. Sight Screen as per ICC / BCCI norms
14. Battery operated car for serving drinks

SERVICES TO BE PROVIDED BY TET/DDCA

In addition to providing the Stadium and the facilities outlined in Schedule 1, TET shall provide the following services to TNCA and /or the Teams, with any costs associated to these services being borne by TET.

1 Personnel

1.a Pursuant to clause 3.8, TET shall provide the following personnel:

- i. Facilities / Stadium Manager – to act as a main point of contact for TNCA and Franchisee to facilitate TET's delivery of its obligations under this Agreement;
- ii. Security Manager or Safety Officer, who in addition to the overall security of the Stadium, shall also be responsible to co-ordinate the security arrangements for the Players and Match Officials with the relevant security staff appointed by TNCA;
- iii. One Chief Electrician; and

1.b DDCA shall provide the following personnel:

- i. Cricket Operations Manager;
- ii. One Media Manager;
- iii. If requested by TNCA, four anti-doping chaperones
- iv. Two Team Liaison Officers;
- v. One Match Officials Liaison Officer

The costs of each of the above personal will be discussed and agreed mutually between DDCA and TNCA.

1.c TET shall provide sufficient manpower to manage, prepare and maintain the wicket and outfield as detailed in paragraph 1(a), 1(b), 1(c), 1(d) and 1(e) of Schedule 1 – both in advance of and during any Match.

1.d TET shall provide sufficient manpower to manage and maintain all electrical and lighting installations as detailed in paragraph 1(g), 3(b) and 3(c) of Schedule 1 – both in advance of and during and after any Match.

1.e TET shall provide sufficient manpower & materials for housekeeping in the Stadium and the regular cleaning of toilets and washroom facilities in all areas of the Stadium. For the avoidance of doubt, all areas of the Stadium will be provided to TNCA in an adequate and clean condition prior to the staging of the Matches.



2 Other Services

- 2.a TET must liaise with TNCA and endeavour to acquire all licenses, permits and permissions required for the use during Matches of walkie-talkies by TET, TNCA, Teams and Licensees as may be applicable.
- 2.b TET and DDCA shall facilitate and assist TNCA to make the applications to obtain all necessary licences, permits and certificates of any kind required for the staging of each Match at the Stadium (including, but not limited to, police, any government authorities, fire, health and safety and catering) so that the Stadium is fully compliant with all applicable legislation and regulations and other applicable and relevant laws.
- 2.c TET and DDCA shall facilitate and assist the TNCA to secure the provision of the police on Match days and on days when practice sessions are held at the Stadium. TET shall be invited by the TNCA to be represented at any formal planning meetings between the TNCA and the police authorities. Any costs or charges associated with the provision of the police as described above, including the provision of temporary barricades outside the Stadium (if required by the police and if there is an incremental charge for such barricading), shall be borne directly by the TNCA. Similarly the choice of any private security resource to secure the personnel, equipment, vehicles and all other property of TNCA, the Teams, any Team and Licensees at the Stadium during each Contracted Season shall be made by the TNCA who shall bear any associated costs and charges levied by the private security company.
- 2.d If required by the TNCA, DDCA shall provide Volunteers for Match days and practice days including stewards/ushers and ten (10) ball-boys to be utilised by TNCA or its Licensees for commercial and cricket purposes on Match days.



SCHEDULE 3

SERVICES /FACILITIES TO BE MANAGED BY THE TNCA

The TNCA shall be responsible at its cost for:

1. The appointment and management of vendors/ concessions and staff for all public stand areas.
2. Booking and managing all on ground entertainment and spectator entertainment initiatives subject to Government Policy, Statutory Licences and other morality norms.
3. Hospitality servicing in all hospitality areas.
4. Ticketing and the control and validation of tickets and accreditation on Match days.
5. Insurance cover for the match.
6. Catering for both Teams, Match Officials and the medical staff on Match and practice days and catering for ball boys and cheerleaders on Match days.
7. Security – both police and private – to the Stadium on Match days and practice days.
8. Catering for all security and police personnel on practice and Match days.
9. Re-instating any damages to the Stadium caused by the Teams or its contractors or suppliers during the Contracted Season.
10. The payment to any supplier of goods and/or services at the Stadium contracted by TNCA in relation to a Match.
11. Arranging for the provision of all necessary medical services and facilities to players, staff and spectators.
12. TNCA shall at its cost ensure that the Stadium has adequate floodlighting, operating on generators, available at all times during each Match. It is clarified that TNCA shall operate the floodlights only for those matches which are day and night matches and at the discretion of TNCA
13. The maintenance of the ground, wickets and practice grounds including salary of Ground staff from the date of effect of the agreement subject to a maximum of Rs. 50,000 per month. If any materials are needed by TET for maintenance of the facilities, such materials will be bought by TET after getting prior approval and on guidance from TNCA. TNCA shall make reimbursements of such material bought by TET on production of actual bills subject to a maximum cap of Rs. 6,00,000 per year.
14. The setting up of a securable 3rd Umpires room, Referee room and scorers room.







15. The setting up of necessary facilities for the media having an unimpeded view of the entire Grounds including a fully equipped and operational media centre for the exclusive use of the media, (with sufficient telephones, fax machines, personal computers, Wi Fi facilities, photocopiers, e-mail facilities and data points), press conference area
16. The installation of camera stands to house cameras for television production, air-conditioning at the production control room, and necessary structures for media conference room, media gallery and venue offices.
17. The installation and operation of the PA system in the Stadium.
18. The provision of Walkie Talkies and other equipment for Match officials and other officials
19. The signage during the matches
20. The replay screens, scoreboards and boundary signage, subject to applicable laws
21. The catering for Police personnel, security personnel, players, support staff, match officials, ground staff, volunteers, media personnel including photographers, TNCA staff and for the Production control room.