

Ref: IFIN/Che/TL/17-18/04

January 18, 2018

Chennai Super Kings Cricket Limited
"Dhun Building" 827, Anna Salai,
Chennai, Tamil Nadu 600002

Kind Attn: Mr L. Sabaretnam - Chairman

Dear Sir

Re: Subscription to optionally convertible debentures issued by Chennai Super Kings Cricket Limited

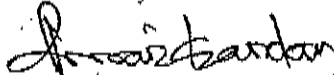
This has reference to our discussion with regard to the financial assistance of up to Rs 650 Mn to Chennai Super Kings Cricket Limited (CSKCL)

In this connection, we are pleased to enclose herewith our offer letter for subscription to the Optionally Convertible Debentures (OCDs) aggregating to Rs 650 Mn to be issued by CSKCL on the terms and conditions stipulated therein.

Kindly note that this is in the nature of an in-principle commitment subject to the approval of the Credit Committee/Board of Directors of IL&FS Financial Services Limited (IFIN) and may not be construed as a financial obligation on behalf of IFIN

Please sign and return a copy of this letter as a token of your acceptance

Sincerely

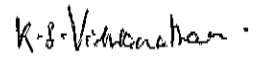


P Manikandan
Executive Vice President

Upendar Reddy M
Assistant Vice President

Accepted
For Chennai Super Kings Cricket Limited

for CHENNAI SUPER KINGS CRICKET LIMITED


WHOLETIME DIRECTOR

Name:

Designation:

Date:

IL&FS Financial Services Limited

The IL&FS Financial Centre, 3rd Floor, Plot C-22, G-Block, Bandra Kuria Complex, Bandra East, Mumbai - 400 051, INDIA

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(CIN LJ5990MH1995PLC083241)

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Dated January 18, 2018

**Annexure to Offer Letter No: IFIN/Che/TL/17-18/04 dated January 18, 2018
Terms & Conditions**

| PARTIES | | | |
|----------|------------------------------------|---|---|
| 1) | Issuer/ Company | : | Chennai Super Kings Cricket Limited (CSK) |
| 2) | Subscriber | : | IL&FS Financial Services Limited (IFIN) |
| FACILITY | | | |
| 3) | Instrument/ Facility | : | Optionally Convertible Debentures (OCDs) to be issued by CSK |
| 4) | Facility / Investment Amount | : | Rs 650 Mn (Rupees Six Hundred and Fifty Million) comprising of 650 OCDs with face value of Rs 1 Mn each |
| 5) | Use of Investment Proceeds | : | <p>The Investment Amount would be utilized for any of the below specified purposes:</p> <ul style="list-style-type: none"> (a) Working Capital requirements (b) Loans and advances (c) General Corporate Purposes <p>Issuer shall provide Statutory Auditor's Certificate confirming the end-use of funds within 30 days of subscription</p> |
| 6) | Availability/ Issuance Date | : | Subject to execution of the requisite documents to the satisfaction of IFIN, on or before 31-March-2018 or other mutually agreed date thereafter |
| 7) | Coupon | : | <p>The OCDs shall carry a Coupon of 8% p.a. payable quarterly in arrears, till such time the OCDs are redeemed or converted</p> <p>The Coupon, as stated above, will be linked to IFIN Benchmark Rate (IBMR), which is currently at 16.0%, i.e. 8% below the prevailing IBMR, and would vary to the extent of variation in IBMR</p> <p>For every change in the IBMR from the existing level, the Coupon will stand increased/ decreased by the corresponding change</p> |
| 8) | Upfront Fee | : | 1.00% of the Facility/Investment Amount payable prior to the subscription of the OCDs |
| 9) | Final Maturity/ | : | The OCDs shall mature and would be due for redemption at par, at the |

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| | Redemption Date | | end of 60 months from the Issuance Date, if not converted into equity |
| 10) | Option for Conversion to CSK shares | : | <p>Subscriber will have the option to convert the OCDs any time after 2 years from the Issuance Date, with 30 days prior written notice.</p> <p>Upon exercise of the Option by Subscriber, entire OCDs issued for the Investment Amount of Rs 650 Mn (Rupees Six Hundred and Fifty Million) will be converted into equity shares of CSK at a conversion price considering the equity valuation of CSK at Rs 2,810 Mn and the shares thus issued will be locked up for the period of 3 years from the date of issue.</p> |
| 11) | Additional Interest | : | <p>In the event the Issuer fails to furnish documentation/creation of security in the stipulated time period (in form and manner satisfactory to Subscriber) as required for the Facility and as set out herein or such other documents as maybe required in this connection and as are intimated by Subscriber to the Issuer, Subscriber reserves the right to levy additional interest upto 2% p.a. over and above the contracted Coupon rate mentioned herein, which would be charged retrospectively from the Issuance Date upto the date of rectification of the defect on the entire outstanding Facility</p> |
| 12) | Penal Interest | : | <p>In the event of the Issuer being in arrears of any facility servicing amount, the Issuer will pay a late charge @ 2% p.a. over and above the prevailing Coupon rate on overdue amount</p> |
| 13) | Facility Management Fee | : | <p>0.5% of the Facility/Investment Amount payable at the beginning of the 2nd, 3rd, 4th and 5th years from the Issuance Date</p> |
| CONDITIONS / UNDERTAKINGS / COVENANTS | | | |
| 14) | Conditions Precedent for subscription of the OCDs | : | <p>(a) Issuer shall have obtained all required authorizations and approvals for the Issuance of OCDs</p> <p>(b) All requisite formalities with respect to Issuance of the OCDs, inter-alia offer for OCD subscription by CSK, filing of requisite forms for issuance/subscription of OCDs with ROC to be completed prior to the Issuance of the OCDs</p> |
| 15) | Special Conditions | : | <p>(a) No further issuance of shares/OCDs by the Issuer, without prior written approval of the Subscriber.</p> <p>(b) Subscriber will have a right to sell all or any portion of the OCDs at any time during the Tenor of the Facility</p> <p>(c) Any further Borrowing by the Issuer, over and above an aggregate</p> |

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| | | <p>amount of Rs 500 Mn, will be only with the prior written approval of Subscriber. All such borrowing by the Issuer shall stand subordinated to the Facility and Issuer shall not offer its existing assets/investments as security for such borrowing</p> <p>(d) Issuer shall provide End Use Certificate for the funds disbursed within 30 days from the Issuance Date</p> |
| 16) | Information Covenants | <p>Issuer shall deliver the following information to the Subscriber on periodic basis:</p> <p>(a) Audited financial statements of the Issuer within 180 days after the end of each fiscal year</p> <p>(b) Such other information on periodical basis that is reasonably requested by the Subscriber from time to time, which shall be provided within 15 days from the date of such request</p> |
| EVENT OF DEFAULT | | |
| 17) | Events of Default | <p>The happening of any of the events mentioned hereunder, would constitute an Event of Default:</p> <p>(a) Default in payment of Coupon/redemption of the OCDs on due date</p> <p>(b) The Issuer has voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law or the Issuer is voluntarily or involuntarily dissolved</p> <p>(c) The Issuer is unable or has admitted in writing its inability to pay its debts as they mature</p> <p>(d) A liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Issuer</p> <p>(e) If the Issuer has defaulted in honouring its financing obligations either with the Subscriber under the Facility or any other facility granted by it or with any other financial institutions or there is a default in any other facility extended to the Group of the Issuer by the Subscriber</p> <p>(f) Failure of the Issuer to adhere to any of the Special Conditions or Undertakings of this offer letter</p> <p>(g) Failure on part of the Issuer to complete the documentation requirement to IFIN's satisfaction</p> <p>(h) Noncompliance with any of the terms & conditions of the Facility and/or the Existing Facility</p> |

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| | | (i) Any other act or omission, which gives the Subscriber reasonable grounds to feel that their interest may be in jeopardy |
| 18) | Cure Period | <p>A Cure Period of 7 days [except on account of payment default and clause (b) and (d) of Events of Default] would be provided to the Issuer from the date of an Event of Default as defined in this offer letter to regularize the default up to the satisfaction of Subscriber, failing which, Subscriber would be entitled to the remedies as stated in the clause "Consequences of Event of Default" of this offer letter</p> <p>The Cure Period on account of payment default and default under clause (b) and (d) of Events of Default would be 1 day</p> |
| 19) | Consequences of Event of Default | <p>Upon the occurrence and continuance of an Event of Default any and all amounts outstanding under the Facility and/or the Existing Facility shall be immediately due and payable and the Subscriber may through a written notice given to the Issuer exercise any or all rights and remedies available to it by law, contract or in equity including without limitation</p> <ul style="list-style-type: none"> (a) Suspend or terminate all un-drawn commitments (b) All un-injected equity / committed promoter / promoter(s) loans becomes subject to immediate disbursement (c) Suspend servicing of any sub-ordinate debt / interest free loan from promoter/ associates/ group companies (d) Enforce, at its sole opinion, any one or all the security and exercise all contractual and legal rights/remedies under the Facility and/or the Existing Facility (e) Appoint a Director / Committee member on the Board of the Directors of the Issuer <p>Any other legal or equitable rights of the Subscriber under applicable law</p> |
| 20) | Force Majeure | Occurrence of events which are out of reasonable control of the Parties, including but not limited to, acts of God, natural calamities, strikes, political instability, war, public litigation, etc. |
| 21) | Remedies under Force Majeure | In the event of happening of Force Majeure, the Issuer would be liable to pay forthwith the principal outstanding against the proposed Facility along with the regular interest payable as on the date of the Force Majeure, unless otherwise agreed in writing by the Subscriber. |
| OTHERS | | |

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| 22) | Statutory Requirements | : | The Issuer will obtain all internal clearances and approvals that may be required for the Facility referred to herein |
| 23) | Assignment / Transfer | : | Subscriber shall have the right to novate, transfer or assign its rights and / or the benefits in part or full under the Facility to any other person for such consideration as the Subscriber may deem fit and proper, without requiring any intimation / consent of the Issuer on such novation, transfer or assignment |
| 24) | Representation & Warranties | : | <p>Including but not limited to (standard representations to be given by client)</p> <ul style="list-style-type: none"> (a) Full disclosure and no misleading information (b) Compliance with laws and regulations and there is no conflict with any other obligations. No material violation of law or material agreements by any of the parties related to the Facility (c) No defaults under other agreements by any of the parties related to the Facility (d) Solvency of all the parties related to the Facility (e) Absence of a material adverse change in <ul style="list-style-type: none"> (i) The business, operations, property, condition (financial or otherwise) or prospects of the Issuer or other parties; (ii) The ability of the Issuer to perform its obligations under the Facility documents, or (iii) Conditions in or prospects of the local, Indian or international real estate or financial markets <p>Absence of any pending or threatened litigation, investigation or proceeding that could adversely affect the business, condition (financial or otherwise), operations, performance or prospects of the Issuer including, without limitation, or any of the transactions contemplated by the transaction documents</p> |
| 25) | Waiver | : | Delay in exercising or omission to exercise any right, power or remedy accruing to the Subscriber, upon default or in terms of any other agreement or document shall not impair any right, power or remedy or shall not be construed to be a waiver thereof or any acquiescence by them in any default or shall not affect or impair any right, power or remedy of the Subscriber in respect of any other default |

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| 26) | OPE | : | All out of pocket expenses by way of legal expenses, stamp charges, stamp duty, outstation travel, custodial charges etc. would be borne by the Issuer. |
| 27) | Indemnity | : | The Issuer shall fully indemnify and keep indemnified the Subscriber from and against all actions, proceedings, liabilities, claims, losses, damages and expenses whatsoever in respect of its obligations and liabilities in connection with the dues under the Facility |
| 28) | Governing Law and Jurisdiction | : | The Facility documents would be governed by and construed in accordance with Indian law. The courts at Delhi/Chennai shall have jurisdiction in respect of all matters related to the Facility. Subscriber can initiate proceedings in any court of competent jurisdiction |
| 29) | Documentation | : | <p>The Issuer shall <i>inter-alia</i> complete the following documents as a condition to the disbursement of the Facility, as may be applicable:</p> <ul style="list-style-type: none"> (a) Acceptance of the offer letter containing the terms and conditions of the Facility (b) Investment/Facility Agreement (c) Board Resolution for the Facility (d) MoA and AoA of the Issuer (e) Photo Signature Verification of authorised signatories executing the Facility documents <p><u>Others:</u></p> <ul style="list-style-type: none"> (f) Certificate of Registration (g) Photo and Signature verification of Authorized Signatories from banks (h) Letter requesting disbursement of the Facility (i) Auditors Certificate for end use of funds (j) Necessary documents as per RBI guidelines for KYC of Issuer & security providers <p>Any other documents as may be required by IFIN</p> |
| 30) | General | : | <p>This offer letter shall stand revoked and cancelled if:</p> <ul style="list-style-type: none"> (a) There are material changes in the proposal for which the Facility is considered |

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| | | | <p>(b) Any material changes in the Issuers' financial condition</p> <p>(c) Any material facts concerning the Issuer's profits or its ability to make payments under the Facility, or any relevant aspects of its request for the Facility are withheld, suppressed, concealed, not made known to IFIN or are found to be incorrect or untrue</p> <p>(d) IFIN Letter of Offer is not accepted by January 31, 2018</p> |
| 31) | OCD Allotment | : | The OCDs in demat form shall be allotted to IFIN by CSK within 7 days from the Issuance Date |

Note: Kindly note that this is in the nature of an in-principle commitment subject to the approval of the Credit Committee/Board of Directors of IL&FS Financial Services Limited (IFIN) and may not be construed as a financial obligation on behalf of IFIN