

Statement of Mr Andrew Wildblood aged 54 years, Executive Vice-President, IMG LLC Ltd., recorded under section 37 of the Foreign Exchange Management Act, 1999 before the Assistant Director, Directorate of Enforcement, Mumbai on 12<sup>th</sup> October, 2010.

I am in receipt of your Summons No.T-3/47-B/2010 dated 12.10.2010 and accordingly, I am appearing before you today for giving my evidence. Before recording of my statement, I have been explained the provisions of Section 37 of the Foreign Exchange Management Act, 1999, I am now aware that according to the provisions of the said Sections, it is binding upon me to state the truth only, I have also understood that giving false & fabricated evidence and/ or suppressing true facts is an offence, committing which, I shall be liable to be punished under the provisions of the law. I have also been cautioned that my statement can be used as evidence against me or against anybody else in any proceeding under the Foreign Exchange Management Act, 1999 or any other Law. With due understanding of the above facts, and the provisions of Law, and fully understanding my responsibility there under, I proceed to give my true, correct & voluntarily statement under oath as under:-

*D. S. Modi*  
12-10-2010  
Oath administered

*Andrew Wildblood*  
12.10.10  
Oath taken

I have gone through my statement tendered in your office on 17<sup>th</sup> September 2010 and have put my dated signature on all pages of the said statement and confirm that the same was given by me voluntarily and whatever I have stated therein is true and correct.

Q.No: 1 Please explain in detail the services provided by IMG to BCCI-IPL in relation to the conduct of the Indian Premier League?

Ans: On Mr.Lalit Modi's request, myself and Mr.Chris Guinness and Mr.Mark Sibley of IMG met him in London during the Wimbledon Tennis Championship in June-July 2007. During this meeting we discussed his vision for a new professional cricket league in India. At the

*D. S. Modi*  
12-10-2010

*Andrew Wildblood* 12.10.10

conclusion of the meeting, I agreed to develop the ideas which had been discussed and conceptualize a plan and strategy to create such a league. Subsequently, in September 2007 I presented this concept to a full meeting of the BCCI and the concept as I recall received unanimous support from the BCCI. That evening as I recall I signed an MoU on behalf of IMG with the BCCI signed by Mr.Lalit Modi and also represented by Mr.I.S.Bindra. Prior to signing the MoU, Mr.Modi took the approval of Mr.Sharad Pawar, the then BCCI President. The MoU sets out IMG's obligations and compensation arrangements. The obligations of IMG include:

- Developing the concept for the sporting, commercial and investment structuring of this league.
- The preparation and drafting of legal documents necessary for such an enterprise.
- The sale of the commercial rights and in the case of the media rights, the preparation of the tender documents.
- The preparation of the tender documents in respect of the sale of the franchises.
- Preparation of the player agreements, the operational rules.
- The implementation of the league.
- Under a separate agreement, the production of the Television coverage.

Today I have been shown a copy of MoU dated 13<sup>th</sup> September 2007 signed between IMG and BCCI. I have seen the same and have put my dated signature on it for the purpose of identification.

Q.No:2 What was your individual role in providing the above mentioned services to the BCCI-IPL?

Ans: I was the senior IMG executive on the IMG IPL team and played a supervisory role across the various areas of our responsibility to the BCCI.

Q.No:3 Did IMG conduct any research on behalf of BCCI-IPL to ascertain the base prices in respect of the franchises and the various commercial properties of IPL?

Ans: As far as I recall, we researched the value of sports franchises and leagues in more mature sports market places than India. I personally recall going to New York to meet with

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experts in the structuring and values of US sports franchises and their relationship with revenues. I believe IMG would have conducted some form of informal research into the potential value of the various commercial rights that such a league would create e.g. the media rights and sponsorship rights. We also researched the correct split of rights between those that would be sold centrally by the BCCI and those to be sold locally by the respective franchises in order to arrive at the optimum financial position. All of this would have been educated estimates of potential value as no precedent existed for the launch of such a league. As I recall it was this financial research that would have suggested the reserve price that was set for the first franchise tender.

Q.No: 4 How did IMG convey the findings of the research to the BCCI-IPL and to whom was it conveyed?

Ans: The main point of contact with BCCI at that time was Mr.Lalit Modi, Mr.I.S.Bindra was also involved. The research and its findings would have been discussed between the IMG team and the BCCI officials as it evolved. As we were working to unprecedented time constraints it was a case of everybody talking all of the time as the various development strands were evolving in order to ensure that everyone agreed with and contributed to the direction being taken. I don't recall that this evolving process produced a form of official report instead it resulted in documents and action that responded to conclusions as they were reached.

Q.No:5 What was the role of IMG in making the services of the foreign players available for participation in the IPL?

Ans: The players were sourced by BCCI either directly or through agents.

Q.No:6 In relation to the media rights and franchise auction, the bidders were required to submit a Performance Deposit of a certain amount. Please state as to how was this amount decided and what was the role of IMG in deciding this amount?

Ans: The purpose of the Performance Deposit as I recall was to discount the possibility of nuisance bids. I do not recall the precise process that set the level of such deposit.

*Dedind*  
12-10-2010

*[Signature]*

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Q.No: 7 What was your role in the opening and awarding of bids for franchises by the BCCI in the first round of auction held on 24<sup>th</sup> January 2008?

Ans: I was invited to attend the bid opening meeting on 24<sup>th</sup> January 2008 along with other members of the IMG team viz: Mr. Peter Griffiths and Mr. John Loffhagen. I had no role to play in the bid opening process. Only John Loffhagen was involved in this process who was assisting Mr.Lalit Modi in checking the papers submitted by the bidders and providing legal advice wherever necessary.

On being asked I state that in this meeting, each of the bidders would have been represented and there would have been other BCCI officials also present. I cannot recall exactly who all were present.

Q.No: 8 Please narrate the sequence of events that led to the termination of the media rights agreement dated 21<sup>st</sup> January 2008 between BCCI and MSM Satellite (Singapore) Pte Ltd.

Ans: I was instructed by BCCI (either Mr.Lalit Modi or Mr.Sundar Raman) to draft a letter to MSM Satellite (Singapore) Pte Ltd. setting out various breaches of commercial terms of the contract between BCCI and MSM. A letter was subsequently drafted and having been approved by BCCI (either Mr.Lalit Modi or Mr.Sundar Raman), this letter signed by me was sent to Mr.Kunal Dasgupta of SET India Pvt Ltd. on 9<sup>th</sup> May 2008. Eventually this letter was followed by a series of meetings and discussions between BCCI and MSM that concluded with the termination of the contract by BCCI on 14<sup>th</sup> March 2009. I do not recall being present in these meetings but IMG was represented in these meetings on some occasions by Mr.John Loffhagen and Mr.Paul Manning as I recall. Being overall in charge of the IMG team, I would have been kept advised of developments by my colleagues and my opinion would have been sought.

Q.No: 9 Please explain the role of IMG in the 15<sup>th</sup> March 2009 agreement between BCCI and WSG Mauritius?

Ans: As I recall, Mr.Paul Manning would have drafted the agreement taking his instructions from Mr.Lalit Modi. I have no recollection of communications with Mr. Paul Manning or Mr.Lalit Modi.

*Paul Manning*  
12-10-2010

*Paul Manning*  
12.10.10

Q.No:10 Please explain the role of IMG in the events that took place between 15<sup>th</sup> March 2009 and 25<sup>th</sup> March 2009 when the new agreement for the media rights was signed between BCCI and MSM?

Ans: As I recall, following termination of the BCCI-MSM agreement on 14<sup>th</sup> March 2009, an agreement was signed on 15<sup>th</sup> March 2009 between BCCI and WSG Mauritius. MSM sought an injunction against the termination of their contract but as I understand it, the Court denied the injunction on the basis that the BCCI had now entered into an agreement with another party viz: WSG Mauritius for the same rights. Thereafter I assume discussions started between MSM and WSG Mauritius, IMG played no part in and was not involved in these discussions. At some point during these discussions, MSM indicated that they would prefer to have a direct contract with BCCI rather than a contract with WSG Mauritius. I understand that commercial terms were agreed between MSM and WSG Mauritius pursuant to which it was agreed by them that MSM could contract directly with BCCI. IMG through Mr.Paul Manning took instructions from Mr.Lalit Modi in respect of this contract between MSM and BCCI which he then would have drafted. Mr.Paul Manning would have also drafted a further contract between BCCI and WSG India in respect of the Rest of the World Rights.

Q.No:11: Please explain the sequence of events that led to the inclusion of clauses 10.4 and 27.5 in the BCCI-MSM and BCCI-WSGI agreements respectively?

Ans: As I understand it, Mr. Paul Manning was presented with draft clauses by Mr. Andrew Georgiou that WSG wanted to be included in the BCCI-MSM and BCCI-WSGI agreements. Mr.Paul Manning discussed the possible consequences of these clauses with me over telephone. I instructed him to advise Mr.Lalit Modi of these consequences so that he was fully informed of the legal position when making his overall decision as to whether the clauses as proposed by WSG were acceptable. Mr.Paul Manning has told me that he advised Mr.Modi of the consequences as instructed by me.

Q.No:12: Did you go through the text of the proposed clauses referred to in the above question?

*D. S. D. S.*  
12-10-2010

*Paul Manning*

12-10-10

Ans: I do not recall if I saw the precise drafting. However, Mr. Paul Manning explained the generality of the clauses, their meaning and possible consequences.

Q.No:13 Were you informed by Mr. Paul Manning that he was given a soft copy of the draft clauses?

Ans: I do not recollect.

Q.No: 14 Were any discussions held with Mr. Lalit Modi regarding the proposed clauses i.e 10.4 and 27.5 as referred above?

Ans: As stated above, Mr. Manning spoke to me about the possible consequences of the clauses and I instructed him to explain these possible consequences to Mr. Modi. I do not recall if I discussed the clauses with Mr. Modi directly or not.

Q.No:15 Were there any discussions with officials of WSG in respect of these clauses?

Ans: I did not have any discussions with officials of WSG in respect of these clauses.

Today I have been shown copies of the statements dated 29<sup>th</sup> and 30<sup>th</sup> September 2010 tendered by the following IMG officials:

- 1. Mr. Paul Manning
- 2. Mr. John Loffhagen
- 3. Mr. Peter Griffiths

I have read the above statements and have put my dated signatures thereon in confirmation of their contents. I state that the contents of these statements tendered by the aforesaid IMG officials are true and correct except those portions which are not within my knowledge. However, I confirm that their statements present true and correct facts and I am in agreement with the same. I also confirm that whatever has been attributed to me in the said statements are correct.

The above statement is given by me voluntarily without any pressure, threat or force and the same is true and correct. I shall again appear before you tomorrow, that is 13.10.2010 to give my further statement.

Before me  
Dedhi  
12-10-2010

*[Handwritten signature]*

*[Handwritten signature]*

12.10.10