Through Speed Post/Courier



Date: 8/19/2019

To.

MALANAD COMMUNICATIONS PRIVATE LIMITED DOOR NO: 3/761, MAHAVEER PLAZA MUTTIL P.O Kalpeta Wayanad-673122 Kerala 9249755758

SIPL ID: 120913

Kind Attention: Mr. M C GEORGE

Sub: Subscription agreement No.4045 Dated 6/4/2019

Dear Sir / Ma'am,

Please find enclosed the copy of the subscription agreement no. <u>4045</u>Dated 6/4/2019 ("Agreement") duly signed by you and Star India Pvt. Ltd. for your records.

Please sign this letter as acknowledgement of receipt of Agreement and hand it over to the nearest Star India Pvt. Ltd. office or Star India Pvt. Ltd., Urmi Estate, 95 Ganptrao Kadam Marg, Lower Parel (West) Mumbai 400013, India.

If we do not receive the acknowledgement within fifteen days from the date of this letter, the Agreement shall be deemed to have been acknowledged and accepted by you.

For Star India Pvt. Ltd

(Authorized Signatory)

Acknowledgement

I / We Mr. M C GEORGE hereby acknowledge and accept the above.

For

MALANAD COMMUNICATIONS PRIVATE LIMITED

Name: Mr. M C GEORGE Title: Authorized Signatory

Star India Pvt. Ltd.

Registered Office Star House Urmi Estate 95 Ganpatrao Kadam Marg, Lower Parel (West), Mumbai 400 013, India.

CIN: U72300MH1994PTC076485

Telephone: +91 22 6630 5555 Fax: + 91 22 6630 5050 Website: www.startv.com

FIRST ADDENDUM TO THE SUBSCRIPTION LICENSE AGREEMENT

| This addendum ("First Addendum") is made on this |
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| between: |
| STAR INDIA PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956 and having GSTINs 07AAACN1335Q1ZA (Delhi), 27AAACN1335Q1Z8 (Mumbai, Maharashtra), 19AAACN1335Q1Z5 (Kolkata, West Bengal) 36AAACN1335Q1Z9 (Hyderabad, Telangana), 29AAACN1335Q1Z4 (Bangalore, Kamataka), and office at M-38/1, Second Floor, International Business Centre, Middle Circle, Connaught Place, New Delhi – 110 001, bearing PAN No. AAACN1335Q and registered office at STAR House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, 400013, Maharashtra (hereinafter referred to as "STAR", which shall include its successors and assigns); |
| MALANAD COMMUNICATION PVT LTD a [Sole Proprietorship Concern / Partnership Firm/ Private or Public Limited Company] incorporated/registered under the relevant act with its registered office at: Address Line 1: DODR NO. 3 751 |
| Address Line 2: NAHA VEER PLAZA |
| City/Town/Village: MUTTIL District: WAYANAD |
| Pincode: 673122 State: KERALA. |
| STD Code: Phone No: |
| Mobile No: 9249755758 Email id: Moderne of Communications bearing PAN No having GSTIN as detailed in Annexure B to SLA and having headend as detailed in Annexure B to SLA through its [Authorized Signatory / Sole Proprietor/ Managing Partner / Partners MC INFORME (hereinafter referred to as the "DPO", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; heirs, executors and administrators of the last surviving partner in the case of a partnership firm; its successors and permitted assigns). |
| STAR, and the DPO are each referred to herein as a "Party" and collectively as the "Parties". |
| WHEREAS the DPO has entered into a Subscription License Agreement bearing no. dated 28-12-201 g ("SLA") whereby the DPO is granted the non-exclusive right by STAR to distribute the Subscribed Channels. |
| WHEREAS the Parties now intend to amend the list of Subscribed Channels/Subscribed Bouquet and the Incentives (as defined in the SLA). Accordingly, Parties have agreed to amend the terms of the SLA in accordance with the terms and conditions set out hereinafter. The Parties agree that this Addendum shall be given effect from the Effective Date of execution of this Addendum. |
| NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT IS PARTIES T |
| S000003231 Stamp & Sign |
| 5tamp & 5ign |

The Parties hereby mutually agree to amend Annexure E of the SLA and accordingly Annexure E of the SLA shall stand replaced by Annexure E1 as set out in Schedule III of this First Addendum.

- 8. Effective Date: The Effective Date for this First Addendum shall mean 01 06 2019 or the date on which STAR executes this Addendum Agreement whichever is later.
- Term: This First Addendum shall be valid from the Effective Date and shall be co-terminus with the SLA.

10. Miscellaneous

- This First Addendum together with the SLA constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this First Addendum, the SLA shall remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the First Addendum, as amended pursuant to this First Addendum from the Effective Date, shall be valid and binding on the Parties thereto on and from the Effective Date of this First Addendum.
- 10.2 In this First Addendum, the terms used in capital case but not defined herein shall have the meaning assigned to them in the SLA.
- 10.3 The Parties agree and affirm that all other terms and conditions of the SLA shall apply mutatis mutandis to this First Addendum.
- 10.4 This First Addendum, read with the SLA supersedes all prior discussions, information, writings, memoranda and documents exchanges and agreements between the Parties with respect to the subject matter of this First Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this First Addendum to be executed by their duly authorized representatives.

| Signed for and on behalf of | Signed for an on behalf of |
|---------------------------------------|--|
| DPO Malanas Communation Put (to. | STAR India Private Limited |
| Name: M. C. W. G. COLUE . O. J. Title | Signature: |
| Name: M. L. GEOLGE /01/ | Name: / ////as tabadopar |
| Title: | Title: |
| Date: MUI | Date: * |
| | A STATE OF THE STA |
| WITNESS: | WITNESS: |
| Signature: | Signature: |
| Name: | Name: |



