

Dated June 02, 2005

SUPPLEMENTAL STATE SUPPORT AGREEMENT

between

XHE. GOVERNMENT OF KARNATAKA

And

BANGALORE INTERNATIONAL AIRPORT LIMITED

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Government of Karnataka

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THIS AGREEMENT is made in Bangalore on the 2nd day of June 2005:

BETWEEN:

- (1) **THE GOVERNOR OF KARNATAKA** acting through the Principal Secretary, Infrastructure Development Department of Government of Karnataka, Bangalore (hereinafter referred to as "GoK" which expression shall be deemed to include its successors and assigns); and
- (2) **BANGALORE INTERNATIONAL AIRPORT LIMITED** a company incorporated with limited liability under the Companies Act, 1956, having its registered office at Khanija Bhavan, Ground Floor, # 49, Race Course Road, Bangalore-560 001 (hereinafter referred to as "**BIAL**", which expression shall be deemed to include its successors and permitted assigns),

WHEREAS

- (A) BIAL and GoK have entered into a State Support Agreement dated January 20, 2005 (hereinafter referred to as "the Original State Support Agreement") for the development, construction, operation and maintenance of the Bangalore International Airport.
- (B) As on the date of execution of the Original State Support Agreement, certain items relating to the understanding of the Parties were yet to be finalized and identified in the Original State Support Agreement by way of square brackets and/or footnotes. Subsequent to the execution of the Original State Support Agreement, these items have been finalized and hence the Parties to the Original State Support Agreement have agreed to amend the Original State Support Agreement on the terms and conditions set out below.

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NOW-IT IS HEREBY AGREED as follows:

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

"Original State Support Agreement" means the State Support Agreement between GOK and BIA:C dated 20th January 2005.

1.2 Incorporation of defined terms

1.2.1 Unless a contrary indication appears, a term defined in the Original State Support Agreement has the same meaning in this Agreement.

1.2.2 The principles of construction set out in the Original State Support Agreement shall have effect as if set out in this Agreement.

1.3 Clauses

In this Agreement any reference to a "Clause" or a "Schedule" is, unless the context otherwise requires, a reference to a Clause of or a Schedule to this Agreement.

2 Amendments

2.1 Amendments

With effect from the date of this Agreement the Original State Support Agreement shall be amended as follows (and all references to Clauses and paragraphs in this Clause 2 shall be references to the respective Clauses and paragraphs in the Original State Support Agreement unless stated otherwise in this Clause 2):

2.1.1 In Clause 1.1.1, the definition of "Base Project Cost" shall be amended by replacing the square bracketed portion in the first line with the figure "13340.40". Consequently, the reference to footnote 1, and the text contained in such footnote at the bottom of page 4, shall stand deleted.

2.1.2 In Clause 1.1.1, the definition of "Business Plan" shall be amended by replacing the square bracketed portion with "March 03,". Consequently, the reference to footnote 2 and the text contained in such footnote at the bottom of page 5, shall stand deleted.

2.1.3 In Clause 1.1.1, the definition of "Detailed Project Report" shall be amended by replacing the square bracketed portion with «March 03,".



Consequently, the reference to footnote 3, and the text contained in footnote 3 at the bottom of page 6, shall stand deleted.

2.14 In Clause 1.1.1, the definition of "Financial Model" shall be amended by replacing the square bracketed portion with "March 03". Consequently, the reference to footnote 4, and the text contained in such footnote at the bottom of page 7, shall stand deleted.

2.15 In Clause 3.5.1. (ii), replace the square brackets in the third line with the figure "27.03". Consequently, the reference to footnote 5, and the text contained in such footnote at the bottom of page 17, shall stand deleted.

2.16 In Annexure 2, replace the definitions of Period and Period-I by the following and insert the definitions of Period-IV and Financial Year as hereunder:

"Period" shall mean either Period-I, Period-II, Period-III, or Period IV as the context may admit.

"Period-I" shall mean the continuous period starting from date of Financial Close Until the last day of March of that Financial Year.

"Period-IV" shall mean the continuous period starting from date immediately succeeding the last day of Period-III and ending on the last day of the Validity Period.

"Financial Year" shall mean a period of 12 months starting from the first day of April and ending on the last day of the immediately following March.

2.11 Schedule 1 of this Agreement shall replace Schedule 1 to Annex 2 of the Original State Support Agreement.

2.12 Schedule 2 of this Agreement shall replace Annex 3 of the Original State Support Agreement.

22 Continuing obligations

The provisions of the Original State Support Agreement shall, save as amended by this Agreement continue in full force and effect.

3 Miscellaneous

31 Incorporation of terms

The provisions of Clauses 23.1, 23.2, 24, 25.1, 26, 27, 28, 29, 31, 32, 33, 34, 35 and 37 of the Original State Support Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to "this Agreement" are references to this Agreement.



32 Counterparts

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement

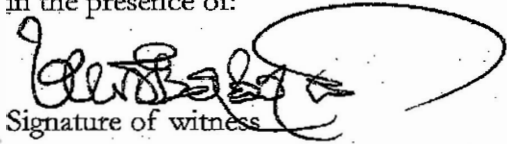
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IN WITNESS whereof GoK and BIAL have signed this Agreement through their authorised representatives, as above stated, as of the date first hereinabove mentioned.

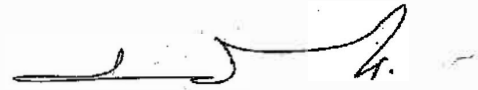
SIGNED for and on behalf of

THE GOVERNOR OF KARNATAKA
Acting through the Principal Secretary,
Infrastructure Development Department
of Government of Karnataka, Bangalore
in the presence of:


Signature of witness

T. B. RENUKA PRASAD.

Name and address of witness



Signature of authorised representative

Vinay Kumar.

Name of Authorised representative

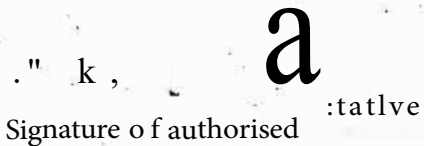
SIGNED for and on behalf of

Bangalore International Airport Limited
by a duly authorised representatives
in the presence of:

i.e. of Witness


Name and address of witness

Name and address of witness


Signature of authorised representative

K. V. RANGASWAMI

Name of Authorised representative


Signature of authorised representative

A. RAMAKRISHNA

Name of Authorised representative

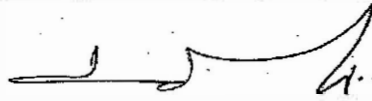
Schedule 1

Schedule I- Disbursement Schedule

Schedule IA - Base Disbursement Schedule

Indicative disbursement schedule in respect of the Base Amount, as specified in SSA, is as under:

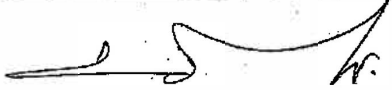
Period	Maximum Amounts payable under the Base Guarantee
During Period-I	Rs.97,17,00,000/- (Rupees Ninety seven crores and seventeen lakhs only)
During Period-II	Rs. 211,41,00,000 (Rupees Two Hundred eleven crores and forty one lakhs only) as reduced by the Base Amount disbursed to BIAL during Period-I
During Period-III	Rs. 272,25,00,000 (Rupees Two Hundred and Seventy Two Crores and Twenty Five Lakhs only) as reduced by the Base Amount disbursed to BIAL during Period-I & Period-II
During Period-IV	Rs. 272,25,00,000 (Rupees Two Hundred and Seventy Two Crores and Twenty Five Lakhs only) as reduced by the Base Amount disbursed to BIAL during Period-I, Period-II & Period-III



Schedule IB - Contingent Disbursement Schedule

Tentative disbursement schedule in respect of the Contingent Amount, as specified under this Guarantee, is as under: -

Period	Maximum Amounts payable under the Contingent Guarantee
During Period-I	Rs. 40,00,00,000 (Rupees Forty Crores only)
During Period-II	Rs. 77,75,00,000 (Rupees Seventy Seven Crores and Seventy Five Lakhs only) as reduced by the Contingent Amount disbursed to BIAL during Period-I
During Period-III	Rs. 77,75,00,000 (Rupees Seventy Seven Crores and seventy five lacs only) as reduced by the Contingent Amount disbursed to BIAL during Period-I & Period-II
During Period-IV	Rs. 77,75,00,000 (Rupees Seventy Seven Crores and seventy five lacs only) as reduced by the Contingent Amount disbursed to BIAL during Period-I, Period-II & Period-III.



Schedule 2

Annex 3

State Financial Support Drawdown Schedule

The indicative Schedule for Drawdown of State Financial Support based on the Base Case Business Plan is given herein below. The actual drawdown will be as per requirement and the progress made during the Construction Phase.

1. The Base Amount will be drawn-down pro-rata with Equity and Debt.

Drawdown of Base-Amount

Drawdown No.	Drawdown date	Amount (Rupees in Million)
1	On signing of Financing Agreements by BIAL and the Lenders (May 2005)	457.2
2	The first day of the beginning of the calendar quarter immediately following the 1 st drawdown date (July 1, 2005)	141.0
3	Three months from 2 nd drawdown (October 1, 2005)	130.8
4	Three months from 3 rd drawdown (January 1, 2006)	242.8
5	Three months from 4 th drawdown (April 1, 2006)	242.6
6	Three months from 5 th drawdown (July 1, 2006)	374.4
7	Three months from 6 th drawdown (October 1, 2006)	322.2
8	Three months from 7 th drawdown (January 1, 2007)	203.1
9	Three months from 8 th drawdown (April 1, 2007)	164.0
10	Three months from 9 th drawdown (July 1, 2007)	192.2
11	Three months from 10 th drawdown (October 1, 2007)	227.2

12	.Tbree months from 11 th drawdoWO: Ganuaty 1, 2008)	25.0
	Total Base Amount	2722.5

The Contingent Amount subject to a ceiling of Rs 777.5 million will be dra^wl-down as and when required by BIAL subject to Clause .3.4 and 3.5 of the State Support A_greement



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