

SCHEDULE 1

RESTATED CREDIT AGREEMENT

CONFORMED COPY

(AS AMENDED PURSUANT TO AN AMENDMENT LETTER DATED 12 FEBRUARY 2015)

AGREEMENT

DATED

5 JANUARY 2012

(AS AMENDED PURSUANT TO AN AMENDMENT LETTER DATED 12 FEBRUARY 2015)

US\$125,000,000

CREDIT FACILITY

for

EROS INTERNATIONAL PLC

arranged by

CITIBANK, N.A., LONDON BRANCH, LLOYDS TSB BANK PLC and THE ROYAL BANK OF SCOTLAND PLC

with

LLOYDS TSB BANK PLC

as Facility Agent

- (c) US\$100,000,000 revolving loan facility agreement dated 22 August 2007, as amended on 28 March 2008 and 14 December 2009, between, among others, Eros Worldwide FZ LLC, as borrower, and Citibank International plc, as facility agent; and
- (d) US\$10,000,000 uncommitted short term credit facility agreement dated 4 March 2010 between Eros Worldwide FZ LLC, as borrower, and Citibank N.A., Jersey (Channel Islands).

Facility means the revolving credit facility made available under this Agreement.

Facility Agent's Spot Rate of Exchange means the Facility Agent's spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market with US Dollars as of 11.00 a.m. on a particular day.

Facility Office means the office(s) notified by a Lender to the Facility Agent:

- (a) on or before the date it becomes a Lender; or
- (b) by not less than five Business Days' notice,

as the office(s) through which it will perform its obligations under this Agreement.

Fee Letter means any letter or letters entered into by reference to this Agreement between one or more Administrative Parties and the Parent setting out the amount of certain fees referred to in this Agreement.

Final Maturity Date means the fifth anniversary of the date of this Agreement, or if that day is not a Business Day, the immediately preceding Business Day.

Finance Document means:

- (a) this Agreement;
- (b) any Fee Letter;
- (c) a Transfer Certificate;
- (d) a Resignation Request;
- (e) an Accession Agreement; or
- (f) any other document designated as such by the Facility Agent and the Parent.

Finance Party means a Lender or an Administrative Party.

Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any acceptance credit (including any dematerialised equivalent);
- (c) any bond, note, debenture, loan stock or other similar instrument;
- (d) any redeemable preference share;
- (e) any agreement treated as a finance or capital lease in accordance with GAAP;

6.5 Optional Currency equivalents

The equivalent in US Dollars of a Loan or part of a Loan in an Optional Currency for the purposes of calculating:

- (a) whether any limit under this Agreement has been exceeded;
- (b) the amount of a Loan;
- (c) the share of a Lender in a Loan;
- (d) the amount of any repayment or prepayment of a Loan; or
- (e) the undrawn amount of a Lender's Commitment,

is its US Dollar Amount.

6.6 Notification

The Facility Agent must notify the Lenders and the Parent of the relevant US Dollar Amount (and the applicable Facility Agent's Spot Rate of Exchange) promptly after they are ascertained.

7. REPAYMENT

7.1 Repayment of Facility

- (a) **Each Borrower must repay each Loan made to it in full on its Maturity Date.**
- (b) Subject to the other terms of this Agreement, any amounts repaid under paragraph (a) above may be re-borrowed.

7.2 Repayment of Loans of Defaulting Lender

- (a) If a Lender becomes a Defaulting Lender, the maturity date of each of the participations of that Lender in the Loans then outstanding will be automatically extended to the Final Maturity Date and these Loans will be treated as separate Loans (the **Separate Loans**) denominated in the currency in which the relevant participations are outstanding.
- (b) A Borrower to whom a Separate Loan is outstanding may prepay that Loan by giving ten Business Days' prior notice to the Facility Agent. The Facility Agent will forward a copy of a prepayment notice received in accordance with this paragraph (b) to the Defaulting Lender concerned as soon as practicable on receipt.
- (c) Interest in respect of a Separate Loan will accrue for successive Terms selected by the Borrower by the time and date specified by the Facility Agent (acting reasonably) and will be payable by that Borrower to the Defaulting Lender on the last day of each Term of that Loan.
- (d) The terms of this Agreement relating to Loans generally shall continue to apply to Separate Loans other than to the extent inconsistent with paragraphs (a) to (c) above, in which case those paragraphs shall prevail in respect of any Separate Loan.