

THIS DEED OF INDEMNITY is made the day of March 2018

BETWEEN

- 1 Cambridgeshire & Peterborough Combined Authority, whose registered office is at The Grange, Nutholt Lane, Ely, Cambridgeshire, CB7 4EE (**'the Combined Authority'**)
- 2 Greater Cambridge and Greater Peterborough Enterprise Partnership Limited (No.07553554) whose registered office is at The Incubator, Alconbury Weald, Enterprise Campus, Alconbury, Huntingdon, Cambridgeshire, PE28 4WX (**'the Company'**)
- 4 Sean K Croston, of Grant Thornton UK LLP, 1020 Eskdale Road, Winnersh, Wokingham, RG41 5TS, the prospective liquidator of **the Company** (**'the Liquidator'**).

WHEREAS

- (A) The Board of directors of **the Company** have taken the decision to transfer its business to **the Combined Authority** on 29 March 2018, to be followed by placing **the Company** into members' voluntary liquidation ('MVL')
- (B) **The Combined Authority** will upon the transfer of the assets of **the Company** on 1 April 2018 become the owner of those assets
- (C) **The Liquidator** has agreed to act as liquidator of **the Company**, subject to **the Combined Authority** agreeing to indemnify the Liquidator on the terms set out below.

NOW THIS DEED WITNESSES AS FOLLOWS:

- 1 **The Combined Authority** hereby undertakes and agrees with **the Company** that it will at all times hereafter indemnify and keep indemnified **the Company** against any and all liability falling upon **the Company** including those arising out of or in any way connected with the members' voluntary liquidation of **the Company** and all claims by creditors, costs (including legal and accounting costs on a full indemnity basis) and expenses claims whatsoever against it.
- 2 In consideration of **the Liquidator** agreeing to act as liquidator of **the Company**, **the Combined Authority** hereby undertakes and agrees to:
 - 2.1 indemnify and keep indemnified **the Liquidator** against any and all liability falling upon **the Liquidator** arising out of or in any way connected with the appointment or purported appointment of **the Liquidator** as liquidator of **the Company** or his conduct of the members' voluntary liquidation of **the Company** including any distribution by **the Liquidator** to **the Combined Authority** (or any other party as required by **the Combined Authority**) in the members' voluntary liquidation and all claims by creditors, costs (including legal and accounting costs on a full indemnity basis) and expenses;
 - 2.2 Pay **the Liquidator** on demand such sums as **the Liquidator** may at any time and from time to time require to settle or cover the claims (plus interest thereon) of any creditors of **the Company** (whether such claims are present or future, certain or contingent, ascertained or sounding only in damages); and
 - 2.3 pay **the Liquidator** on demand such sums as **the Liquidator** may at any time and from time to time require to settle or cover **the Liquidator's** own fees (plus Value Added Tax) and the disbursements and expenses (plus any Value Added Tax) which (in each case) have been or will be or may be incurred in connection with the winding-up of **the Company**.
- 3 This Deed shall enure for the benefit of the successors, assigns and personal representatives of **the Liquidator** and shall continue to be effective after **the Liquidator** has

ceased to act as liquidator of **the Company** and for a period of six years after the dissolution of **the Company**.

- 5 This Deed shall be without prejudice to and in addition to any right of indemnity to which by law **the Liquidator** is entitled and shall apply whether or not the appointment of **the Liquidator** is valid and effective.
- 6 This indemnity shall be governed by and construed in accordance with English law and **the Combined Authority** hereby agrees to submit for all purposes in connection with this indemnity to the exclusive jurisdiction of the English courts. **IN WITNESS WHEREOF** the parties have executed this Deed the day and year first before written.

EXECUTED as a **DEED** by
Cambridgeshire & Peterborough Combined Authority
acting by

_____ Signature of Authorised Person
_____ Name of Authorised Person
_____ Signature of Witness
_____ Name of Witness

EXECUTED as a **DEED** by
Greater Cambridge and Greater Peterborough Enterprise Partnership Limited

acting by

_____ Signature of Director
_____ Name of Director
_____ Signature of Witness
_____ Name of witness

EXECUTED as a **DEED** by
Sean K Croston

_____ Signature of Sean K Croston

In the presence of:

_____ Signature of Witness
_____ Name of Witness
_____ Address of witness
