

Appendix 2 – Summary of the terms of the deed of indemnity

Parties

- (1) The Borough Council of Sandwell as sole shareholder/member (the “**Council**”);
- (2) Sandwell Land and Property Limited (the “**Company**”); and
- (3) Kroll Advisory Ltd. of The Shard, 32 London Bridge Street, London SE1 9SG (the “**Liquidators**”).

1. INDEMNITY

- 1.1 The Council will indemnify and hold harmless the Company, the Liquidators and the Liquidators’ Representatives against:
 - 1.1.1 all losses, liabilities, costs, damages and expenses that the Liquidators do or will incur or suffer,
 - 1.1.2 all claims or proceedings made, brought or threatened against the Liquidators by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses the Liquidators do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding,
- 1.2 in each case arising out of or in connection with:
 - 1.2.1 the appointment of the Liquidators or the performance of their duties as such Liquidators or the exercise of any power, authority or discretion or the performance or discharge of any duty vested in them by virtue of their appointment as liquidators of the Company;
 - 1.2.2 payments made by the Liquidators in their capacity as liquidators of the Company to the Council;
 - 1.2.3 payments which have or should have been made to other creditors of the Company entitled to be paid in priority to the Council;
 - 1.2.4 the winding up of the Company and any costs incurred in contemplation thereof, including, without limitation, the Liquidators’ remuneration, out of pocket expenses and legal and other professional charges; or
 - 1.2.5 any act effected on the Council’s instructions or with the Council’s agreement;
- 1.3 the Liquidators are not agents of the Council;
- 1.4 this indemnity will not apply to any liability or obligation incurred by the Liquidators or the Liquidators’ Representatives by reason of fraud, negligence or wilful default of the Liquidators or the Liquidators’ Representatives in the discharge of their powers or the performance of their duties;

OPERATIVE PROVISIONS

2. The Council agrees to pay to the Company on demand such sums identified and notified to the Council.
3. The Council agrees to pay to the Liquidators their proper remuneration, disbursements, costs, expenses and liabilities incurred in relation to the liquidation of the Company.
4. This indemnity will remain in force until the date falling six years after the date of this Deed, notwithstanding the termination or conclusion of the Liquidators’ appointment, office or functions as liquidators or the dissolution of the Company.