

## ANALYSIS OF SUBSIDIARY COMPANY SHAREHOLDER AGREEMENTS RELATED TO ACTIONS REQUIRED OF THE COMPANY TO THE COMBINED AUTHORITY AND VICE-VERSA

### CAMBRIDGESHIRE & PETERBOROUGH BUSINESS GROWTH COMPANY LIMITED (GROWTH Co.)

Type of decision/role within the Shareholder Agreement	CPCA and/or Growth Co. Action
Each Subsidiary shall send a revised version of the then current Business Plan to the Combined Authority not less than once per calendar year and invite the Combined Authority to provide comments on the proposed Business Plan or to provide their written consent to the adoption of the revised Business Plan. The Combined Authority will respond to the Subsidiary on the proposed Business Plan as soon as reasonably practicable (and in any event within three months) following receipt. Subject to the receipt of the written consent of the Combined Authority before the end of each accounting period, the relevant Board shall (in accordance with the Shareholder Agreement) adopt such revised Business Plan. No adoption, variation or replacement of any Business Plan shall take effect unless such adoption, variation or replacement has received the prior written consent of the Combined Authority.	Both

### MONITORING AND REPORTING

Type of decision/role within the Shareholder Agreement	CPCA and/or Growth Co. Action
Quarterly financial reports including management accounts, profit and loss, balance sheet, cash flow and forecast within one month of the end of each financial quarter	Growth Co.

Type of decision/role within the Shareholder Agreement	CPCA and/or Growth Co. Action
Unaudited accounts within one month of the end of the Financial Year	Growth Co.
Annual audited accounts within three months after the end of that Financial Year;	Growth Co.
<p>Within 10 Business Days of a written request by the Combined Authority:</p> <p>(a) copies of Board meeting minutes;</p> <p>(b) explanations and data (in the format specified by the Combined Authority) needed for its own accounting purposes and to enable production of group accounts;</p> <p>(c) information and data relating to company performance against key performance indicators;</p>	Growth Co.
The Combined Authority and its authorised representative(s) shall have the right, on giving to the company reasonable notice, and during normal business hours, to inspect the accounts, books and all financial and all other records of the company; and any other information reasonably required by the Combined Authority.	Growth Co.
The Chair of Growth Co. shall report on its activities as follows:	Both

Type of decision/role within the Shareholder Agreement	CPCA and/or Growth Co. Action
(a) at least every two months to each of the Combined Authority's Business Board and the Combined Authority's Skills Committee; and (b) at least every six months to the Combined Authority Board.	

## CONSENT MATTERS

Type of decision/role	Column (1) CPCA
Vary, in any respect, the Articles of any company or the rights attaching to any of its shares	CPCA Consent required
permit the registration (upon subscription or transfer) of any person as a member other than the Combined Authority in accordance with the terms of this Agreement and/or any permitted transferees	CPCA Consent required
increase the amount of its issued share capital except as provided in this Agreement, grant any option or other interest (in the form of convertible securities or in any other form) over or in its share capital, redeem or purchase any of its own shares or effect any other reorganisation of its share capital	CPCA Consent required
issue any loan capital or enter into any commitment with any person with respect to the issue of any loan capital	CPCA Consent required
entering into any Finance Documents	CPCA Consent required

Type of decision/role	Column (1) CPCA
make any borrowing other than under the Finance Documents	CPCA Consent required
apply for the listing or trading of any shares or debt securities on any stock exchange or market	CPCA Consent required
pass any resolution for its winding up or present any petition for its administration (unless it has become insolvent)	CPCA Consent required
engage in any business other than as contemplated by the Business Growth Service Full Activities Case, Business Plan (as applicable) or set out in its objects (or as is incidental thereto) or defray any monies other than in good faith for the purposes of or in connection with the carrying on of such business	CPCA Consent required
provide grants, equity investments or form any subsidiary or acquire shares in any other company or participate in any partnership or joint venture (incorporated or not) other than as contemplated by the Business Growth Service Full Activities Case, Business Plan (as applicable) or set out in its objects (or as is incidental thereto)	CPCA Consent required
close down any business operation, or dispose of or dilute its interest in any of its Subsidiaries for the time being, or dispose of any material asset other than as contemplated by the Business Growth Service Full Activities Case, Business Plan (as applicable) or set out in its objects (or as is incidental thereto)	CPCA Consent required
declare or pay any dividend	CPCA Consent required
amalgamate or merge with any other company or business undertaking	CPCA Consent required

Type of decision/role	Column (1) CPCA
alter its name or registered office	CPCA Consent required
enter into any transaction or arrangement of any nature whatsoever (including, for the avoidance of doubt, a service contract) with any of its directors or any person who is connected (within the meaning of sections 1122 and 1123 of the Corporation Tax Act 2010) to any of its directors whether or not any other person shall be party to such transaction or arrangement	CPCA Consent required
enter into any arrangement, contract or transaction outside the normal course of its business or otherwise than on arm's length terms	CPCA Consent required
create or permit to be created any mortgage, charge, encumbrance or other security interest whatsoever on any material asset or its business in whole or in part or any of its shares other than:  pursuant to the Finance Documents;  liens arising in the ordinary course of business; or  any charge arising by the operation or purported operation of title retention clauses and in the ordinary course of business	CPCA Consent required
adopt or amend its Business Plan (as applicable)	CPCA Consent required
change either:  its statutory auditors; or its Financial Year end	CPCA Consent required

Type of decision/role	Column (1) CPCA
make or permit to be made any material change in the accounting policies and principles adopted in the preparation of its accounts except as may be required to ensure compliance with relevant accounting standards under the CA 2006 or any other generally accepted accounting principles in the United Kingdom	CPCA Consent required
make any loan (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits) or grant any credit (other than in the normal course of trading) or give any guarantee (other than in the normal course of trading) or indemnity (other than in the normal course of trading)	CPCA Consent required
give any guarantee, suretyship or indemnity to secure the liability of any person or assume the obligations of any person outside the scope of its Business Plan (as applicable)	CPCA Consent required
factor or assign any of its book debts	CPCA Consent required
establish or amend any profit-sharing, share option, bonus or other incentive scheme of any nature for directors, officers or employees	CPCA Consent required
establish or amend any pension scheme or grant any pension rights to any director, officer, employee, former director, officer or employee, or any member of any such person's family	CPCA Consent required
appoint or dismiss any Director, or enter into any service contract terms of appointment or other agreement with a Director	CPCA Consent required

Type of decision/role	Column (1) CPCA
agree to remunerate (by payment of salary, bonus, the provision of benefits-in-kind or otherwise) or to increase the remuneration of any Director	CPCA Consent required
agree to remunerate (by payment of salary, bonus, the provision of benefits-in-kind or otherwise) or to increase the remuneration of employee, officer or consultant where the annual aggregate amount of such remuneration (by payment of salary, bonus, the provision of benefits-in-kind or otherwise) would exceed £100,000	CPCA Consent required
institute, settle or compromise any material legal proceedings (other than debt recovery proceedings in the ordinary course of business or where the Value of such claim is reasonably believed to be less than £10,000 instituted or threatened against it or submit to arbitration or alternative dispute resolution any dispute if the effect of this is that its solvency may be imperilled, or it may require additional funding in order to undertake its Business Plan (as applicable)	CPCA Consent required
make any agreement with any revenue or tax authorities or make any claim, disclaimer, election or consent for tax purposes if the effect of this is that its solvency may be imperilled, or it may require additional funding in order to undertake its Business Plan (as applicable)	CPCA Consent required
any variation, change, waiver or amendment to shareholders agreement	CPCA Consent required

Type of decision/role	Column (1) CPCA
in relation to the Gateley Services Contract: launching a material claim/legal action; or conducting a dispute resolution process and agreeing to final decision	CPCA Consent required



## PETERBOROUGH HE PROPERTY COMPANY LIMITED (PROPCO1)

Type of decision/role within the Shareholder Agreement	CPCA and/or PropCo1 Action
CPCA shall procure that the CPCA Directors shall each deliver to PropCo1 a duly signed Letter of Appointment	CPCA
CPCA shall have the right to appoint and maintain in office up to two CPCA Directors to the Board. At all times during the continuance of this Agreement there shall be at least two people appointed to the Board by CPCA and maintained in office as a Director of PropCo1.	CPCA

## BUSINESS PLAN AND FINANCIAL REPORTING

Type of decision/role within the Shareholder Agreement	CPCA and/or PropCo1 Action
<p>CPCA will be responsible for carrying out a formal review of the Business Plan within 15 days of:-</p> <ul style="list-style-type: none"><li>• the end of each Quarter following the date of the Shareholder Agreement</li><li>• on the occurrence of an Update Trigger.</li></ul> <p>Within 30 days following such formal review, CPCA (in accordance with the Development Management Agreement) shall finalise and circulate the revised Business Plan to the Shareholders, unless CPCA's formal review concluded that the then current Business Plan remained appropriate (in which case, CPCA shall inform the parties thereof within 30 days following such review). If CPCA fails to do so, any Shareholder may circulate an updated, revised Business Plan to the other Shareholders for approval.</p>	CPCA
CPCA shall prepare and thereafter, as appropriate, update or confirm that the Initial Cash Flow Model continues to accurately reflect the financial position of PropCo1	CPCA

Type of decision/role within the Shareholder Agreement	CPCA and/or PropCo1 Action
<p>concomitantly when carrying out its formal review of the Business Plan, as above.</p> <p>If CPCA is not able to confirm that the Initial Cash Flow Model continues to accurately reflect the then current financial position of PropCo1 when any such circumstances arise (a "<b>Failure to Confirm</b>"), then CPCA will update the Initial Cash Flow Model in accordance with this Clause.</p> <p>No more than 30 days following a Failure to Confirm CPCA shall (in accordance with the Development Management Agreement) finalise and circulate an updated revised Cash Flow Model to the Shareholders.</p> <p>The Parties shall procure that CPCA maintains a log of changes reflected in the Cash Flow Model (from the Initial Cash Flow Model and each subsequent iteration of the Cash Flow Model) will be maintained and provided to PropCo1 with each submission of a revised Cash Flow Model.</p>	
<p><b>Model Audit</b></p> <p>If requested by the Shareholders, CPCA shall instruct a suitably qualified professional, whose identity will be subject to unanimous approval by the Board, to undertake a model audit of the Cash Flow Model (and supporting input sheets as agreed between the Parties). CPCA shall share copies of such model audit with the other Shareholders as soon as it becomes available.</p>	CPCA
<p><b>Cost-to-Complete Report</b></p> <p>If requested by the Shareholders, CPCA will instruct an appropriately qualified professional to complete a Cost-to-Complete Report each month in a form agreed by all</p>	CPCA

Type of decision/role within the Shareholder Agreement	CPCA and/or PropCo1 Action
the Shareholders in relation to each Property where works have commenced until the completion of development activities on such Property. CPCA shall share copies of such Cost-to-Complete Report with the other Shareholders as soon as it becomes available.	

#### SHAREHOLDER PROTECTION MATTERS

Shareholder Protection Matter		CPCA
<b>1. SPECIAL RESOLUTION MATTERS</b>		
1.1 Passing any resolution for PropCo1 which the Act prescribes to be passed by way of special resolution (as the same is defined by section 283 of the Act).		<b>Yes</b>
<b>2. PROPCO CAPITAL</b>		
2.1 Issuing or allotting any shares in PropCo1		<b>Yes</b>
2.2 Issuing, granting or consenting to the assignment of options over any Shares in PropCo1.		<b>Yes</b>
2.3 Creating any rights to convert other securities into shares in any PropCo1		<b>Yes</b>

Shareholder Protection Matter		CPCA
2.4	Consolidating, sub-dividing, converting, cancelling or otherwise altering any of the rights attached to any of the issued shares (or any class of shares) in PropCo1.	<b>Yes</b>
2.5	Reorganising the share capital of PropCo1.	<b>Yes</b>
2.6	Purchasing (save as required or permitted under the Articles) or redeeming any shares in PropCo1.	<b>Yes</b>
2.7	PropCo1 repaying any amounts standing to the credit of any share premium account or capital redemption reserve or other surplus or reducing any uncalled liability in respect of partly paid shares.	<b>Yes</b>
2.8	PropCo1 creating any borrowings or other indebtedness or obligation in the nature of borrowings (including obligations pursuant to any debenture, bond, note, loan, stock or other security and obligations pursuant to finance leases) which exceeds £10,000	<b>Yes</b>

Shareholder Protection Matter		CPCA
2.9	PropCo1 creating any Encumbrance (or allowing one to subsist) over all or any part of the business, undertaking, property or assets of PropCo11 and PropCo1 issuing, granting or consenting to the assignment of options over any debentures or other securities.	Yes
3.	PropCo1 giving any guarantee, indemnity, security or letter of comfort in respect of the obligations of any other person involving a potential liability that exceeds £10,000.	Yes
3.1	Declaring or paying any distribution in respect of profits, assets or reserves or in any other way reducing the reserves of PropCo1.	Yes
3.2	Approving the retention of profits of PropCo1 for working capital purposes.	Yes
4.	<b>PROPCO BUSINESS</b>	
4.1	PropCo1 expanding, developing or evolving the Business.	Yes
4.2	PropCo11 acquiring, or investing in, another business or company.	Yes

Shareholder Protection Matter		CPCA
4.3	Entering into or participating in any joint venture, partnership or other profit-sharing arrangement with any person (or making any amendment or variation to any such arrangement after it has been approved).	<b>Yes</b>
4.4	Otherwise than in accordance with this Agreement, PropCo1 materially altering or in any way disposing of (whether through amalgamation, merger, consolidation, sale, transfer, entry into a lease or licence, or otherwise) all or a substantial part of the Business, undertaking, property or assets of PropCo1, whether by a single transaction or series of transactions, related or not, and whether by way of sale of assets or some other arrangement.	<b>Yes</b>
4.5	PropCo1 entering into any transaction or arrangement outside of the ordinary course of the Business, or making any amendment or variation to any such transaction or arrangement after it has been approved.	<b>Yes</b>
4.6	PropCo1 entering into:	

Shareholder Protection Matter		CPCA
4.6.1	any contract, liability or commitment (including capital expenditure) which exceeds £10,000;	<b>Yes</b>
4.6.2	any contract, liability or commitment (including capital expenditure) which exceeds ten (10) per cent of the aggregate budgeted expenditure of PropCo1 and PropCo1 Subsidiaries for the relevant Financial Year; or	<b>Yes</b>
4.6.3	any series of connected contracts, liabilities or commitments (including capital expenditure) which in aggregate exceed ten (10) per cent of the aggregate budgeted expenditure of PropCo1 and PropCo1 Subsidiaries for the relevant Financial Year.	<b>Yes</b>
4.7	The commencement of any winding up or dissolution of PropCo1, or of the appointment of any liquidator or administrator in respect of PropCo11, save as expressly contemplated by this Agreement or as required by Law.	<b>Yes</b>

Shareholder Protection Matter		CPCA
4.8	Making any variation to the Business Plans	<b>Yes</b>
4.9	Making any material amendments to the Agreed Form Approved Design	<b>Yes</b>
5.	<b>RELATED PARTY TRANSACTIONS</b>	
5.1	PropCo1 entering into, terminating or varying (except for minor variations unlikely to have a material impact on PropCo1) any contract, terms, material transaction or other arrangement (whether legally binding or not and, for the avoidance of doubt, including any Project Agreement) with:	
5.1.1	any Shareholder;	<b>Yes</b>
5.1.2	any member of a Shareholder's Group; or	<b>Yes</b>
5.1.3	any person connected with a Shareholder or a member of a Shareholder's Group.	<b>Yes</b>



Shareholder Protection Matter		CPCA
5.2	The amendment of any fee payable by PropCo1 (except for minor variations unlikely to have a material impact on PropCo1) under a contract (including, for the avoidance of doubt, any Project Agreement) with any Shareholder, any member of a Shareholder's Group or any person connected with a member of a Shareholder of a Shareholder's Group.	Yes
5.3	PropCo1 entering into any transaction, paying any management charges (or any other payment whether gratuitous or in consideration of past or future services) or assuming any liability or obligation, in each case for the direct or indirect benefit of any of the Directors or any of the Shareholders or any member of a Shareholder's Group other than as expressly provided in this Agreement, in each case, otherwise than on arm's length commercial terms and for full value.	Yes
6.	<b>OTHER ISSUES OF IMPORTANCE TO SHAREHOLDERS</b>	
6.1	Moving the central management and control of PropCo1 outside the UK.	Yes

Shareholder Protection Matter		CPCA
6.2	Moving PropCo1 tax residence outside the UK.	<b>Yes</b>
6.3	PropCo1 making any political donation.	<b>Yes</b>
6.4	The approval of (and any change to) PropCo1 policy which potentially impacts on the statutory liability of Shareholders or Directors (eg anti-bribery and corruption, health and safety, non-discrimination).	<b>Yes</b>
6.5	The initiation, conduct, settlement or abandoning of any legal, arbitration or other dispute resolution proceedings by PropCo1 which does not:	
	6.5.1 involve a Related Claim and/or a Shareholder Claim; and	<b>Yes</b>
	6.5.2 for which the claim or liability (including related costs) is or may be in excess of £10,000.	<b>Yes</b>
6.6	Ceasing to carry on the Business or the carrying on of the Business on any materially reduced scale	<b>Yes</b>

Shareholder Protection Matter		CPCA
6.7	The commencement of any new business not being ancillary or incidental to the Business.	Yes
6.8	Creating or amending any bonus, profit sharing or other financial incentive scheme;	Yes
6.9	Making any change to its auditors or its accounting reference date;	Yes
6.10	Appointing or removing any Director otherwise than in accordance with the provisions of this Agreement;	Yes
6.11	The establishment of and delegation of powers to any committee of the Board or, in the case of any subsidiary, any committee of its board of Directors;	Yes
7.	<b>ADDITIONAL MATTERS</b>	
7.1	Making changes to bank mandates or scopes of authority therein;	Yes
7.2	Engaging employees;	Yes
7.3	Establishing or amending any pension scheme;	Yes
7.4	Factoring or discounting any debts;	Yes

Shareholder Protection Matter		CPCA
7.5	Making any agreements with revenue authorities or any other taxing authority;	<b>Yes</b>
7.6	Changing bankers	<b>Yes</b>
7.7	Changing the name of PropCo1	<b>Yes</b>
7.8	Entry into any distribution or similar agreement;	<b>Yes</b>
7.9	Giving notice of termination of any arrangements of a material nature to PropCo1	<b>Yes</b>

## PETERBOROUGH R&D PROPERTY COMPANY LIMITED (PROPCO2)

Type of decision/role within the Shareholder Agreement	CPCA and/or PropCo1 Action
CPCA shall procure that the CPCA Directors shall each deliver to PropCo2 a duly signed Letter of Appointment	CPCA
CPCA shall have the right to appoint and maintain in office up to two CPCA Directors to the Board. At all times during the continuance of this Agreement (and while such parties are Shareholders) there shall be at least two people appointed to the Board by CPCA and maintained in office as a Director of PropCo2.	CPCA
CPCA shall have the right to remove any CPCA Director nominated by it and appoint another CPCA Director in their place	CPCA

## BUSINESS PLAN AND FINANCIAL REPORTING

Type of decision/role within the Shareholder Agreement	CPCA and/or PropCo1 Action
<p>CPCA will be responsible for carrying out a formal review of the Business Plan within 15 days of:-</p> <ul style="list-style-type: none"> <li>the end of each Quarter following the date of the Shareholder Agreement</li> <li>on the occurrence of an Update Trigger.</li> </ul> <p>Within 30 days following such formal review, CPCA (in accordance with the Development Management Agreement) shall finalise and circulate the revised Business Plan to the Shareholders, unless CPCA's formal review concluded that the then current Business Plan remained appropriate (in which case, CPCA shall inform the parties thereof within 30 days following such review). If CPCA fails to do so, any Shareholder</p>	CPCA

Type of decision/role within the Shareholder Agreement	CPCA and/or PropCo1 Action
may circulate an updated, revised Business Plan to the other Shareholders for approval.	
<p>CPCA shall prepare and thereafter, as appropriate, update or confirm that the Initial Cash Flow Model continues to accurately reflect the financial position of PropCo1 concomitantly when carrying out its formal review of the Business Plan, as above.</p> <p>If CPCA is not able to confirm that the Initial Cash Flow Model continues to accurately reflect the then current financial position of PropCo1 when any such circumstances arise (a "<b>Failure to Confirm</b>"), then CPCA will update the Initial Cash Flow Model in accordance with this Clause.</p> <p>No more than 30 days following a Failure to Confirm CPCA shall (in accordance with the Development Management Agreement) finalise and circulate an updated revised Cash Flow Model to the Shareholders.</p> <p>The Parties shall procure that CPCA maintains a log of changes reflected in the Cash Flow Model (from the Initial Cash Flow Model and each subsequent iteration of the Cash Flow Model) will be maintained and provided to PropCo1 with each submission of a revised Cash Flow Model.</p>	CPCA
<p><b>Model Audit</b></p> <p>If requested by the Shareholders, CPCA shall instruct a suitably qualified professional, whose identity will be subject to unanimous approval by the Board, to undertake a model audit of the Cash Flow Model (and supporting input sheets as agreed between the Parties). CPCA shall share copies of such model audit with the other Shareholders as soon as it becomes available.</p>	CPCA

Type of decision/role within the Shareholder Agreement	CPCA and/or PropCo1 Action
<b>Cost-to-Complete Report</b> If requested by the Shareholders, CPCA will instruct an appropriately qualified professional to complete a Cost-to-Complete Report each month in a form agreed by all the Shareholders in relation to each Property where works have commenced until the completion of development activities on such Property. CPCA shall share copies of such Cost-to-Complete Report with the other Shareholders as soon as it becomes available.	CPCA

#### SHAREHOLDER PROTECTION MATTERS

Shareholder Protection Matter for		CPCA
8.	<b>PROPCO 2 CAPITAL</b>	
8.1	Issuing or allotting any shares in PropCo 2.	<b>Yes</b>
8.2	Issuing, granting or consenting to the assignment of options over any Shares in PropCo 2.	<b>Yes</b>
8.3	Creating any rights to convert other securities into shares in any PropCo 2	<b>Yes</b>
8.4	Consolidating, sub-dividing, converting, cancelling or otherwise altering any of the rights attached to any of the issued shares (or any class of shares) in PropCo 2.	<b>Yes</b>
8.5	Reorganising the share capital of PropCo 2.	<b>Yes</b>

Shareholder Protection Matter for		CPCA
8.6	Purchasing (save as required or permitted under the Articles) or redeeming any shares in PropCo 2.	Yes
8.7	PropCo 2 repaying any amounts standing to the credit of any share premium account or capital redemption reserve or other surplus or reducing any uncalled liability in respect of partly paid shares.	Yes
9.	<b>RELATED PARTY TRANSACTIONS</b>	
9.1	PropCo 2 entering into, terminating or varying (except for minor variations unlikely to have a material impact on PropCo 2) any contract, terms, material transaction or other arrangement (whether legally binding or not and, for the avoidance of doubt, including any Project Agreement) with:	
9.1.1	any Shareholder;	Yes
9.1.2	any member of a Shareholder's Group; or	Yes
9.1.3	any person connected with a Shareholder or a member of a Shareholder's Group.	Yes



Shareholder Protection Matter for		CPCA
9.2	The amendment of any fee payable by PropCo 2 (except for minor variations unlikely to have a material impact on PropCo 2) under a contract (including, for the avoidance of doubt, any Project Agreement) with any Shareholder, any member of a Shareholder's Group or any person connected with a member of a Shareholder of a Shareholder's Group.	Yes
9.3	PropCo 2 entering into any transaction, paying any management charges (or any other payment whether gratuitous or in consideration of past or future services) or assuming any liability or obligation, in each case for the direct or indirect benefit of any of the Directors or any of the Shareholders or any member of a Shareholder's Group other than as expressly provided in this Agreement, in each case, otherwise than on arm's length commercial terms and for full value.	Yes
10.	<b>OTHER ISSUES OF IMPORTANCE TO SHAREHOLDERS</b>	
10.1	Ceasing to carry on the Business or the carrying on of the Business on any materially reduced scale.	Yes
10.2	The establishment of and delegation of powers to any committee of the Board or, in the case of any subsidiary, any committee of its board of Directors.	Yes
10.3	Changing the name of PropCo 2.	Yes

Shareholder Protection Matter for		CPCA
10.4	Appointing a director other than the CPCA Directors or the Photocentric Director.	Yes
10.5	Making any amendments to the Articles of Association of the Company that have a material adverse impact on Photocentric.	Yes

## ANGLE DEVELOPMENTS (EAST) LIMITED

Type of decision/role within the Shareholder Agreement	CPCA and/or Angle Developments (East)
<p>The CPCA shall provide such access to premises and data, and such office accommodation and other facilities as may reasonably be requested by the company and agreed with the CPCA in writing in advance, for the purposes of providing these Services;</p> <p>The CPCA shall provide such access to commonly shared IT systems, including document &amp; data storage, software and shall facilitate the Supplier being able to call upon the CPCAs IT hardware and support systems;</p> <p>The CPCA shall provide such necessary information for the provision of the Services as the Supplier may reasonably request</p>	CPCA
<p>The company shall indemnify the CPCA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the CPCA arising out of or in connection with any claim brought against the CPCA for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the company by the CPCA and its licensees and sub-licensees.</p> <p>During the term of the Contract, the company shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the</p>	Angle Developments (East)

Type of decision/role within the Shareholder Agreement	CPCA and/or Angle Developments (East)
contract, and shall produce to the CPCA on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.	

## ANGLE HOLDINGS

Type of decision/role within the Shareholder Agreement	CPCA and/or Angle Holdings
<p>The CPCA shall provide such access to premises and data, and such office accommodation and other facilities as may reasonably be requested by the company and agreed with the CPCA in writing in advance, for the purposes of providing these Services;</p> <p>The CPCA shall provide such access to commonly shared IT systems, including document &amp; data storage, software and shall facilitate the Supplier being able to call upon the CPCAs IT hardware and support systems;</p> <p>The CPCA shall provide such necessary information for the provision of the Services as the Supplier may reasonably request</p>	CPCA
The company shall indemnify the CPCA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the CPCA arising out of or in connection with any claim brought against the CPCA for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or	Angle Holdings

Type of decision/role within the Shareholder Agreement	CPCA and/or Angle Holdings
<p>onward supply of the company by the CPCA and its licensees and sub-licensees.</p> <p>During the term of the Contract, the company shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the contract, and shall produce to the CPCA on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.</p>	

