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*Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.*

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## SCHEDULE

### SUBSTITUTED PROVISIONS OF EMPLOYEE BENEFIT TRUST DATED 7TH MARCH 1984

#### 21 BPL TO BEAR THE COST OF ADMINISTERING THE TRUST AND TO INDEMNIFY THE TRUSTEES

- (21.1) BPL shall indemnify and keep indemnified the Trustees from and against all costs and expenses whatsoever in administering the trusts of this Deed save to the extent that the Trustees determine that any such costs and expenses are to be discharged by the Trustees out of the Trust Fund or its income.
- (21.2) Save as aforesaid, BPL shall indemnify and keep indemnified the Trustees against all claims and demands whatsoever which may arise out of or in connection with the trusts of this Deed including negligence on the part of any Trustee but not so as to indemnify any of the Trustees against the consequences of his own actual fraud.
- (21.3) In the event of a reconstruction permitted by Clause 6 of this Deed the Trustees shall require any Permitted Successor Company (other than BPL) to agree to be bound by this Deed so that sub-clauses 21.1 and 21.2 above shall apply to such Permitted Successor Company in relation to the Separate Fund of such Permitted Successor Company as it applies (or applied) to BPL and if BPL shall be one of the Permitted Successor Companies this Clause 21 shall apply to BPL thereafter solely in relation to the Separate Fund of BPL (but not so as to release BPL from any pre-existing liability).