



Yule Catto & Cople

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3 August 2011

Strictly Private and Confidential

Dear Neil

I am delighted that you have accepted our invitation to join the Board of Yule Catto & Co plc ("the Company") as the *senior independent non-executive director* from 1 September 2011 subject to re-appointment by shareholders at the Company's next Annual General Meeting.

1. Appointment

I am writing to set out the terms on which your appointment as the senior independent non-executive director of the Company will operate. It is the Company's policy to comply, wherever reasonably practicable, with the UK Corporate Governance Code published in June 2010 and related guidance and good practice suggestions ("the Code"). To that end, if there are subsequent revisions to the Code, or if any other code or report dealing with corporate governance is issued, we would wish to discuss appropriate revision to the terms and conditions of your appointment.

2. Duties, responsibilities and time commitment

As a non-executive director, you should bring an independent and objective judgment to bear on issues of strategy, performance and resources of the Company, including key appointments and standards of conduct.

You should attend all Board meetings of the Company and the Annual General Meeting. The Board has six scheduled meeting a year, normally at the Company's offices in Harlow. Agreed dates for Board meetings for 2011 and 2012 are attached.

Generally, you will receive an agenda, together with relevant supporting papers, at least five days before each Board meeting. However, from time to time, it may be necessary to hold meetings at short notice, where attendance may be by telephone

conference. You will be entitled to full access to all Board papers and accompanying documentation and are free to question any executive decision of the Company. Should you at any time require further information please contact the Company Secretary or myself. If at any time you feel you are not being fully informed as to the Company's affairs you should let me know immediately.

The manner in which the Board operates has been explained to you. A schedule of matters formally reserved for the consideration of the Board is attached. You are free to question any executive decision of the Company.

In accordance with the Code there are audit, remuneration and nomination committees of the Board. It is anticipated that you will serve on one or more of these committees. When possible, meetings of these committees are arranged to be around the same dates as Board meetings.

An induction programme is being prepared for you to assist in your understanding of the Company and its business. It may be appropriate for you from time to time to visit certain of the group's operations. The requirement for and timing of any such visits will of course be agreed with you.

The agreement of the Chairman should be sought before accepting other external commitments that might impact on the time you are able to devote to your role as a non-executive director of the Company.

3. Term

Your appointment is subject to the provisions of the Company's Articles of Association dealing with appointment, retirement and disqualification of directors.

Under the Code, you are subject to re-election every year. If for any reason you are not re-elected as a director of the Company then these arrangements shall terminate automatically with immediate effect and you shall have no right to compensation for loss of office.


The Board reserves the right to terminate your appointment without payment of compensation by written notice if you accept a position with or acquire interests in another company, without prior approval of the Board, which in the Board's reasonable opinion, is likely to give rise to material conflict of interest with your position as a director of the Company. If any conflict with your duties as a director does arise you should consult the Board immediately.

Otherwise, your appointment will terminate on the 31 August 2014, unless it is renewed or extended for a further period if both you and the Board agree.

4. Remuneration

During the term of your appointment you will be entitled to total fees currently set at £50,000 per annum which will be allocated in agreement with the Company.

I hereby accept my appointment as the senior independent non-executive director of the Company on the terms set out in the above letter.


Date 3rd August 2011