



Yule Catto & Cople

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19 February 2009

Mr P S Wood

Strictly Private and Confidential

Dear Peter

On behalf of the Board I am pleased to set out the terms on which your appointment as Chairman of Yule Catto & Co plc ("the Company") will operate.

1. Appointment and Term

Your appointment took effect from 1 February 2009 and is for a fixed term expiring on the date of the 2012 annual general meeting and is subject to the provisions of the Company's Articles of Association dealing with appointment, retirement and disqualification of directors.

If for any reason you are not re-elected as a director of the Company at the 2010 annual general meeting then these arrangements shall terminate automatically with immediate effect and you shall have no right to compensation for loss of office.

It is the Company's policy to comply, wherever reasonably practicable, with the Code on Corporate Governance published in June 2008 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

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.

2. Duties and responsibilities

Your responsibilities as Chairman are set out in the Responsibilities Statement adopted by the Board on 22 May 2000.

You should attend all Board meetings of the Company. As you are aware, in recent years the Board has generally met four times a year, normally at the Company's offices at Harlow

3. Remuneration

During the term of your appointment you will be paid the fee for Chairman decided by the Board. The current fee is £110,000 per annum paid monthly in arrears.

Office as Chairman is not pensionable. You will not be entitled to participate in the Company's share option scheme or any other of its employee benefits.

4. Expenses

The Company shall reimburse you with the cost of all reasonable out-of-pocket expenses incurred by you on the Company's business.

5. Confidentiality

During the course of your appointment, you are likely to obtain knowledge of confidential information with regard to the business and financial affairs of the Company and its subsidiary undertakings, details of which are not in the public domain ("Confidential Information") and accordingly you undertake to and covenant with the Company to keep such Confidential Information secret and to use or disclose such Confidential Information only in the proper performance of your duties or as required by law or regulation. After termination of your appointment for any reason, you undertake neither to use nor disclose such Confidential Information to any third party. This undertaking applies without limit of time but ceases to apply to information which comes into the public domain (other than as a result of disclosure by yourself)

When you cease to be a director you will deliver up to the Company all documents and information or other property belonging to the Company and its subsidiaries as the Company may require and will not retain copies.



6. Share dealings

Whilst the Company's Articles of Association do not require directors to hold qualification shares, the Board welcomes investment by directors in shares in the Company. As you would expect, any dealings by you in the Company's shares must be subject to the restrictions imposed by law and the Model Code for Directors' Dealings in Securities issued by the UK Listing Authority and the Takeover Code (as each is amended from time to time). From time to time restrictions may also apply to dealing in the shares of other companies. The Company Secretary will provide you with details of the restrictions, the close periods applicable to the Company and the procedures to be followed by directors prior to their dealing in the Company's shares.

7. Insurance

The Company maintains directors' and officers' liability insurance which is determined by the Board in its absolute discretion and details of this are available from the Company Secretary.

8. Professional advisors

Should you in furtherance of your duties as Chairman, require professional advice on the affairs of the Company, you may consult the Company's usual professional advisors at the Company's expense. The Company's principal advisors are:

Merchant bankers and Stockbrokers	Merrill Lynch International
Auditors	Deloitte & Touche LLP
Solicitors	Linklaters
Insurance brokers	Aon Limited

This does not apply to advice on your personal position.

If for an overriding reason of confidentiality or conflict of interest you need such advice from a professional advisor other than the Company's usual advisors you may consult an independent advisor at your own expense, and provided you have acted reasonably, you may reclaim the cost as expenses.

9. Notices

Any notice shall be deemed to have been duly served if delivered by hand when left at the address for service or if sent by prepaid first class post 48 hours after posting. The Company's address for service shall be the Company's registered office address for the time being and your address for service shall be your address as set out in this letter or subsequently notified to the Company.



Please indicate your acceptance of the above terms by signing and returning the enclosed copy of this letter.

Yours sincerely

R H Hunting
Chairman, Nomination Committee

I hereby accept my appointment as Chairman of the Company on the terms set out in the above letter.

Date : 27/2/2009