

- (c) Any further assets (the shares having been divided in accordance with (a) and (b) above) in the Estates of Lily Margaret Fell and Dennis William Spiers Fell and the Fell Family Settlement and The Lily Margaret Fell Will Trust shall be Chris and Tim's absolutely;
  - (d) Any further assets (the shares having been divided in accordance with (a) and (b) above) in the Estate of Laurence Fell shall be Jonathan and Martin's absolutely; and
  - (e) The 2004 Settlement shall be Jonathan and Martin's absolutely.
- 3. Chris will co-operate in relation to provision of necessary information to assist the administration of the Estate of Laurence Fell.
- 4. Martin and Jonathan will indemnify Chris and Tim as to all claims and liabilities (including for tax), in relation to:-
  - (a) the 2002 Settlement in so far as that relates to income received by Laurence and arising as a result of transfer of the DFL shares arising under this agreement;
  - (b) the 2004 Settlement;
  - (c) LLIWT; and
  - (d) The Estate of Laurence Fell.
- 5. Chris and Tim will indemnify Martin and Jonathan as to all claims and liabilities (including for tax), in relation to:-
  - (a) the 2002 Settlement in so far as that relates to the period after Laurence's death and/or arising as a result of transfer of the HDL shares arising under this agreement;
  - (b) The Fell Family Settlement;