



THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

CROSBIE AND JACK INSURANCE SERVICES LIMITED (the "Company")

(Registered in Scotland under company number SC213155)

dated 25TH September 2007

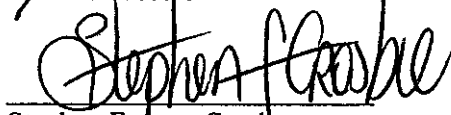
We, the undersigned, being all the members of the Company entitled to attend and vote at a general meeting of the Company other than the member(s) holding shares to which the following resolution relates, pass the following resolution as a written resolution to have effect as a special resolution pursuant to section 381A of the Companies Act 1985 (as amended) and in accordance with the Company's Articles of Association and paragraph 5 of Schedule 15A to, the Companies Act 1985 (as amended), and hereby consent to the matters referred to therein and furthermore we each hereby acknowledge receipt of a copy of the proposed contract to which the resolution relates

THAT

the terms of the proposed contract, whereby the Company may become entitled and obliged to purchase from Patrick McKenna Crosbie 36,000 of its own B Shares of £0.01 each, a copy of which is supplied herewith, be and are hereby approved, and any director of the Company other than the Vendor of the Shares be and is hereby authorised to enter into the contract on behalf of the Company and to fulfil all obligations of the Company thereunder


Gordon Crosbie

25/9/07
Dated


Stephen Francis Crosbie

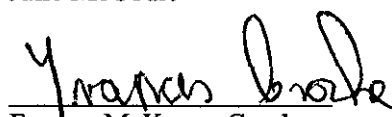
25/9/07
Dated


Laura Ann Cooper

25 9 07
Dated


Julie McCourt

25/9/07
Dated


Francis McKenna Crosbie

25/09/07
Dated

Date of notification to the auditors under s 381B(1) 25TH September 2007

CROSBIE & JACK INSURANCE SERVICES LIMITED

and

PATRICK MCKENNA CROSBIE

AGREEMENT FOR THE PURCHASE OF OWN SHARES

McGrigors

McGrigors LLP
Princes Exchange
1 Earl Grey Street
EDINBURGH
EH3 9AQ
Tel: +44 (0)131 777 7000
Fax: +44 (0)131 777 7003
E Mail: enquiries@mcgrigors.com
Web Site: <http://www.mcgrigors.com>
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THIS AGREEMENT is made the 25th day of September 2007

BETWEEN

- (1) **CROSBIE & JACK INSURANCE SERVICES LIMITED** a company registered in Scotland with registered number SC213155 and having its registered office at 37 Wellside Place, Falkirk, FK1 5RL (the "**Company**"), and
- (2) **PATRICK MCKENNA CROSBIE** of 6 Brechin Drive, Polmont, Falkirk, FK2 0YH (the "**Vendor**")

WHEREAS:

- (A) The Vendor is the holder and beneficial owner of 36,000 fully paid up B Shares of £0.01 each in the capital of the Company
- (B) The draft terms of this Agreement have been authorised by a written resolution signed, in accordance with sections 381A and 381B of, and with paragraph 5 of Schedule 15A to, the Act, by all members of the Company except the Vendor, and such authority has been neither varied nor revoked, and
- (C) The Company desires to purchase, and the Vendor desires to sell, the Sale Shares on the terms hereinafter appearing

THIS DEED WITNESSES:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context requires otherwise

"**Act**" means the Companies Act 1985 (as amended),

"**business day**" means a day other than a Saturday or Sunday on which the clearing banks are open for business in Edinburgh,

"**Company's Solicitors**" means McGrigors Solicitors, Princes Exchange, 1 Earl Grey Street, Edinburgh, EH3 9AQ,

"**Completion**" means completion of the sale and purchase of the Sale Shares by virtue of the performance by the Company and the Vendor of the obligations assumed by them respectively under Clause 4.1,

"**Consideration**" means the aggregate amount of £360.00 to be paid for the Sale Shares in accordance with the provisions of Clause 3 by the Company to the Vendor

"**Group**" means any parent company or subsidiary of the Company or any other subsidiary of any such parent company from time to time,

"Sale Shares" means the 36,000 B shares of £0.01 in the capital of the Company registered in the name of the Vendor, and

1.2 Interpretation and Construction

1.2.1 In this Agreement, unless otherwise specified or the context otherwise requires

- (a) words importing the singular only and shall include the plural and *vice versa*,
- (b) words importing any gender shall include all other genders
- (c) reference to a Recital or Clause is to the relevant Recital or Clause of this Agreement,
- (d) words importing the whole shall be treated as including a reference to any part thereof, and
- (e) reference to a provision of law is a reference to that provision as extended, applied, amended, consolidated or re enacted or as the application thereof is modified from time to time and shall be construed as including reference to any order, instrument, regulation or other subordinate legislation from time to time made under it except to the extent that any extension, application, amendment, consolidation, re enactment modification or construction takes effect after the date of this Agreement and has the effect of increasing or extending any obligation or liability or otherwise adversely affects the rights of, any party,

1.2.2 Headings used in this Agreement shall not affect its construction or interpretation

1.2.3 The Recitals form part of this Agreement and have the same full force and effect as if expressly set out in their entirety in the operative part of this Agreement

1.2.4 Obligations and liabilities assumed by more than one person in this Agreement are assumed jointly and severally unless otherwise specified

2 SALE AND PURCHASE

2.1 Obligation to Sell and Purchase

The Vendor shall sell and the Company shall purchase, the Sale Shares for the Consideration on the terms of this Agreement

2.2 Sale of all Sale Shares

The Company shall be entitled but shall not be obliged to complete the purchase of any of the Sale Shares where the purchase and sale respectively of all the Sale Shares is not completed simultaneously but completion of the purchase and sale of some of the Sale Shares shall not affect the rights of the Company or the Vendor in respect of the remainder of the Sale Shares

3 CONSIDERATION

The Consideration shall be payable out of the "distributable profits" of the Company (within the meaning of Section 181(a) of the Act)

4 COMPLETION

4.1 Time and Place

Completion of the purchase of the Sale Shares shall take place not later than 7 days after the signing of this Agreement at the offices of the Company's Solicitors, or at such other place as may be agreed between the parties, and shall be effected by -

- (a) the Vendor delivering to the Company a stock transfer form sufficient in every respect to transfer to the Company the legal title to all the Sale Shares, together with any and every share certificate which the Vendor may possess representing all or any of the Sale Shares or an indemnity in lieu of such certificates, and
- (b) the Company delivering to the Vendor a cheque for the Consideration

4.2 Stamp Duty

As soon as is reasonably practicable after Completion the Company shall, ensure that a duly completed Form 169 is stamped with appropriate stamp duty and filed at Companies House and, the Company shall alter its register of members so as to show

- (a) that the Vendor has transferred the Sale Shares to the Company and has thereby ceased to hold those shares, and
- (b) that the Sale Shares have been cancelled in accordance with Sections 160(4) and 162(2) of the Act

5 WARRANTIES AND WAIVER

5.1 Vendor Warranties

The Vendor warrants to the Company that

- (a) the Vendor is the sole legal and beneficial owner of the Sale Shares with full power and authority to enter into and fulfil the terms of this Agreement,
- (b) the Sale Shares are fully paid up,
- (c) the Sale Shares are sold free of any lien, charge, option, encumbrance or third party right,
- (d) there is no agreement, arrangement or obligation to create or give any lien, charge, option, encumbrance or third party right in any way affecting the Sale Shares, and
- (e) no claim has been made by any person claiming to be entitled to any lien, charge, option, encumbrance or third party right affecting the Sale Shares, and
- (f) no agreements or arrangements are in force which provide for the present or future transfer or grant of any right (whether conditional or otherwise) to call for the transfer of all or any of the Sale Shares (including any option or right of pre-emption or conversion)

5 2 **Confirmation**

The Vendor hereby confirms there is not outstanding any agreement or arrangement under which the Company or any other company within the Group has or could have any obligation to the Vendor in respect of the Sale Shares

6 **ASSIGNATION**

Neither party shall without the prior written consent of the other party (such consent not to be given subject to unreasonable conditions, or unreasonably withheld or delayed) assign, transfer or otherwise delegate (in whole or in part) or charge or deal in any other manner with either this Agreement or any of its rights or subcontract any of its obligations under it

7 **GENERAL**

7 1 **Continuing obligations**

Notwithstanding Completion, each and every right and obligation of the Company and the Vendor under this Agreement shall, except insofar as fully performed at Completion, continue in full force and effect

7 2 **Further acts**

The Vendor shall do and procure to be done such further acts and things and execute and procure the execution of all such other documents as the Company may from time to time reasonably require for the purpose of giving the Company the full benefit of the provisions of this Agreement

7 3 **Waivers and remedies**

7 3 1 The rights of each party under this Agreement

- (a) may be exercised as often as necessary,
- (b) are cumulative and not exclusive of its rights under the general law, and
- (c) may be waived only in writing and specifically

7 3 2 Delay in exercising or non exercise of any right under this Agreement is not a waiver of that right

7 3 3 Partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement

7 3 4 Any right of rescission conferred upon the Company by this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it

7 4 **Agreement binding on successors**

This Agreement shall be binding on, and shall enure for the benefit of any person to whom any right and/or obligation is assigned or transferred pursuant to Clause 6 and the executors, personal representatives or other successors of any of the parties hereto

8 COSTS AND STAMP DUTY

8 1 Payment of costs

Each party shall pay its own costs, charges and expenses relating to the negotiation preparation, execution and implementation by it of this Agreement and of each document referred to in this Agreement

8 2 Stamp duty

The Company shall be responsible for payment of all stamp duty in respect of this Agreement and the carrying into effect of this Agreement

9 ENTIRE AGREEMENT AND VARIATIONS

9 1 Whole agreement

This Agreement and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement

9 2 Amendment

No amendment or variation of this Agreement shall be effective unless it is made in writing and signed by or on behalf of the parties

10 NOTICES

10 1 Writing

Any notice or communication to be given under, or in connection with the matters contemplated by, this Agreement shall be in writing and signed by or on behalf of the party giving it.

10 2 Service

Any notice or communication referred to in Clause 10 1 shall be served by delivering it personally or sending it by pre paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the United Kingdom) to the address and for the attention of the relevant party set out in Clause 10 4 (or as otherwise notified by that party under this Agreement)

10 3 Deemed receipt

Any notice or communication referred to in Clause 10 1 shall be deemed to have been received

- (a) if delivered personally, at the time of delivery,
- (b) in the case of pre paid recorded delivery or registered post, 48 hours from the date of posting, and
- (c) in the case of registered airmail, five days from the date of posting

provided that if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day

10.4 Addresses for notices

The addresses of the parties for the purposes of Clause 10.2 are

Crosbie & Jack Insurance Services Limited

For the attention of Company Secretary

Address 37 Wellside Place, Falkirk, FK1 5RL

Patrick McKenna Crosbie

Address 6 Brechin Drive, Polmont, Falkirk, FK2 0YH

or such other address in the United Kingdom as may be notified in writing from time to time by the relevant party to the other party

11 GOVERNING LAW

11.1 Governing law

This Agreement shall be governed by and construed in accordance with the law of Scotland

11.2 Jurisdiction

Each party hereby irrevocably submits to the exclusive jurisdiction of the Court of Session as regards any claim, dispute or matter arising out of or in connection with this Agreement or its implementation or effect

IN WITNESS WHEREOF these presents on this and the preceding 5 pages are executed as follows

SUBSCRIBED by the said Patrick McKenna Crosbie

at FALKIRK
on the TWENTY FIFTH day
of SEPTEMBER 2007



before this witness


GORDON CROSBIE

Witness

Full Name

17 BATHURST GARDEN
STIRLING FK17 9JY

Address

SUBSCRIBED for and on behalf of CROSBIE & JACK INSURANCE SERVICES LIMITED

at FALKIRK
on the TWENTY FIFTH day

of SEPTEMBER 2007
by

Stephen F. Crosbie

Director

STEPHEN FRANCIS CROSBIE Full Name

Julie M. Court

Director/Secretary

JULIE M. COURT Full Name