

Company Number SC263302



CERTIFIED A TRUE COPY

*Dickson Minto*  
DICKSON MINTO W.S.

**PRIVATE COMPANY LIMITED BY SHARES**  
**WRITTEN RESOLUTIONS**  
**of**  
**FISHERS SERVICES GROUP HOLDINGS LIMITED**  
**(the "Company")**

**Circulated to all shareholders of the Company on 30 November 2007**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 to 4 inclusive are passed as special resolutions:

**SPECIAL RESOLUTIONS**

- 1 That in satisfaction of the obligation imposed upon the Company by Section 155(4) of the Companies Act 1985 (the "**Act**") and subject to compliance with Section 155 158 of the Act, the execution by the Company of.
  - 1 1 a cross corporate guarantee (the "**Guarantee**") to be entered into among (1) Fishers Group Limited (the "**Purchaser**"), (2) the Company, (3) Fishers Holdings Limited, (4) Fishers Services Limited, (5) Fishers Services (Aberfeldy) Limited, (6) Fishers Services (Cupar) Limited in favour of Bank of Scotland plc ("**BoS**") (as Security Trustee) and the other Funders (as each such term is defined in a common terms agreement dated on or around the date hereof with, *inter alia*, BoS as Senior Agent, Senior Lender, Security Trustee, Mezzanine Agent, Mezzanine Lender, Junior Subordinated Loan Agent, Junior Subordinated Lender, Working Capital Bank and Hedging Bank, the Purchaser as Borrower and the Original Obligors (as each such term is defined therein) (the "**CTA**")) in relation to the performance of the Secured Liabilities (as defined in the Guarantee),
  - 1 2 a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company in favour of BoS (as Security Trustee) securing, *inter alia*, any liability of the Company to the Funders (as defined therein)

under the Finance Documents (as defined in the CTA) (the "**Floating Charge**"),

- 1.3 an intercreditor deed between, among others, BoS (in various capacities) and, the Purchaser and the Company (the "**Intercreditor Deed**") for the purposes of acknowledging the arrangements between BoS in its various capacities and the Equity Investors (as defined therein) and regulating their respective claims against, *inter alia*, the Company;
- 1.4 an inter company loan agreement between the Company (as lender) and the Purchaser (as borrower) (the "**Inter Company Loan Agreement**") pursuant to which the Company as lender will make available to the Purchaser revolving credit facilities in such sum as may be agreed between the Company and the Purchaser from time to time for the purposes of repaying borrowings of the Purchaser incurred in connection with the acquisition of the Company's entire issued share capital by the Purchaser (the "**Acquisition**"); and
- 1.5 an assignation by the Company in favour of BoS (as Security Trustee) over the keyman policies on the lives of Bruce McHardy and Roderick Mackay (the "**Keyman Assignation**"),

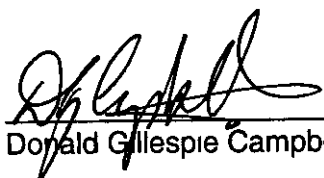
be and is hereby approved

2. That the execution of the above documents is in the best interests of the Company and the approval for the Company to enter into such Guarantee, Floating Charge, Inter Company Loan Agreement, Intercreditor Deed and Keyman Assignation is given notwithstanding that the Company might be held to be giving financial assistance for the purposes of Sections 151 to 152 of the Act
3. That the giving by the Company and its subsidiaries of financial assistance within the meaning of Sections 151 to 152 of the Act for the purpose of assisting the Purchaser in connection with the Acquisition and in reducing or discharging liabilities incurred in connection with the 2004 Acquisition in the form described in the statutory declarations sworn by the directors of the Company pursuant to Section 155(6) of the Act on the date of this resolution and produced to us prior to the signing of this resolution be and is hereby approved.
4. That the directors provide for the execution on behalf of the Company of the Guarantee, Floating Charge, Inter Company Loan Agreement, Intercreditor Deed and Keyman Assignation in the forms of the drafts produced to the meeting of the board of directors initialled by the Chairman for the purposes of identification with such amendments as persons authorised to execute the same may approve

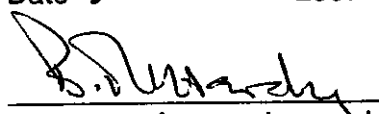
## AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolutions.

The undersigned persons, being entitled to vote on the above resolutions on 30 November 2007, irrevocably and unconditionally agree to the resolutions.

  
Donald Gillespie Campbell

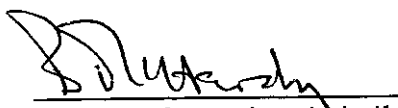
Date: 30 November 2007

  
Attorney, for and on behalf of, Neill Alexander Forbes

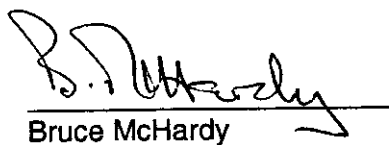
Date: 30 November 2007

  
Tennant McLean Hilditch

Date: 30 Nov 2007

  
Attorney, for and on behalf of, Sharon Dawn Laing

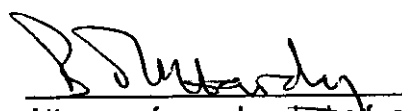
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Bruce McHardy

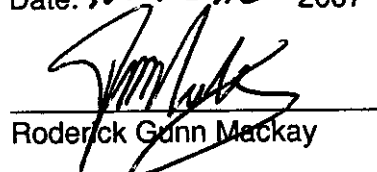
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David Victor Ward

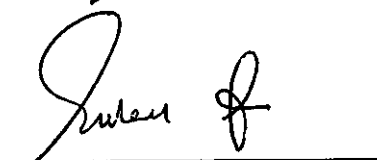
Date: 30 November 2007

  
Attorney, for and on behalf, of James Downie

Date: 30 November 2007

  
Roderick Gunn Mackay

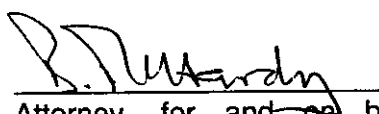
Date: 30 November 2007

  
Michael William Jones

Date: 30 November 2007

  
Anthony Francis Lochery

Date: 30 November 2007

  
Attorney, for and on behalf of, Colin Mackintosh

Date: 30 November 2007

  
for and on behalf of  
Close Securities Limited

Date: 30 November 2007

## NOTES

1. You can choose to agree to all of the Special Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company's solicitors using one of the following methods.

- (A) **By Hand:** delivering the signed copy to Dundas & Wilson CS LLP, 191 West George Street, Glasgow marked for the attention of Stacey Bairner.
- (B) **Fax:** faxing the signed copy to +44 (0) 141 222 2201 marked "For the attention of Stacey Bairner"
- (C) **E-mail.** by attaching a scanned copy of the signed document to an e mail and sending it to stacey.bairner@dundaswilson.com. Please enter "Fishers Services Group Holdings Limited Written resolutions dated 30 November 2007" in the e mail subject box.

If you choose to utilise option B or C above, please also return the original signed copy by post to Dundas & Wilson CS LLP, 191 West George Street, Glasgow G2 2LD marked for the attention of Stacey Bairner

If you do not agree to all of the resolutions, you do not need to do anything. you will not be deemed to agree if you fail to reply

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement
3. Unless, by 28 December 2007, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.