

CREDENTIAL (ST ANDREWS) LIMITED

COMPANY NUMBER: SC449562

MEMBERS' WRITTEN RESOLUTION

CIRCULATION DATE: 6 MARCH 2015

SPECIAL RESOLUTION

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), and the articles of association of the Company, the directors of the Company recommend that the following resolution, such resolution to have effect as a special resolution be approved by those members of the Company with the right to attend and vote at general meetings of the Company at the circulation date of these resolutions, in the form of a written resolution as detailed below:

SPECIAL RESOLUTION

That the terms of a contract between the Company, Alen Mitchell and Graeme Mitchell for the purchase by the Company of:

- a) one B ordinary share of £1.00 each in the capital of the Company from Alen Mitchell for the consideration of £89,270; and
- b) one B ordinary share of £1.00 each in the capital of the Company from Graeme Mitchell for the consideration of £89,270,

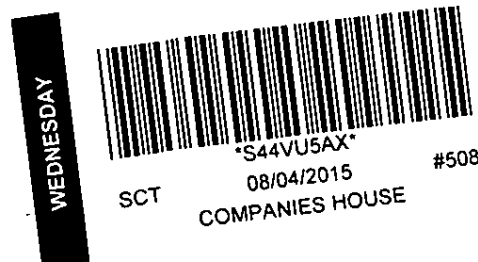
each out of distributable profits, in accordance with Section 694 of the Companies Act 2006, as set out in the draft contract annexed to this resolution (the "Contract") be approved and the Company be authorised to enter into and complete the Contract effecting the share buyback in accordance with its terms.

Jim Ryce
Jim Ryce

6 March 2015
Date

London & Scottish Residential Limited
London & Scottish Residential Limited

6 March 2015
Date



NOTES

Returning a signed copy of this resolution to the Company signifies your consent and agreement to the passing of this resolution. If you choose not to consent to this resolution, you need do nothing.

To be valid, agreement must be intimated to the Company within 28 days of the circulation date noted above in accordance with section 291(4)(a) of the Companies Act 2006. The resolution may be returned either:

BY POST to Adam Howie, Burness Paul LLP, 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ; or

BY EMAIL addressed to "adam.howie@burnesspaul.com".

Once the Company receives the requisite consent level for the resolution set out above, as required by the Companies Act 2006 or the articles of association of the Company, the resolution will be deemed to have taken effect. If the Company does not receive the required level of consent prior to the expiration of the 28 day period allowed for responses, the resolution will lapse in accordance with section 297(1) of the Companies Act 2006.

CREDENTIAL (ST ANDREWS) LIMITED

and

ALEN MITCHELL

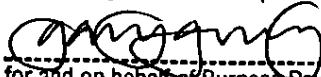
and

GRAEME MITCHELL

SHARE BUYBACK AGREEMENT

Certified a true copy

Edinburgh 25/03/2015



for and on behalf of Burness Paull LLP

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AGREEMENT

BETWEEN:

1. **CREDENTIAL (ST ANDREWS) LIMITED**, a company incorporated under the laws of Scotland with registered number SC449562 whose registered office is at 8 Elmbank Gardens, Glasgow G2 8HR (the "**Company**");
2. **ALEN MITCHELL**, of 54 Boglily Road, Kirkaldy KY2 5NF ("**AM**"); and
3. **GRAEME MITCHELL**, of Long Spinney, 22A Southerton Road, Kirkaldy KY2 5NB ("**GM**"),

AM and GM together being the "**Sellers**".

WHEREAS

- (A) The issued share capital of the Company is £9.00 divided into 6 Ordinary A shares of £1.00 each ("**A Ordinary Shares**") and 3 Ordinary B Shares of £1.00 each ("**B Ordinary Shares**").
- (B) AM is the registered and beneficial owner of one B Ordinary Share (the "**AM Purchase Share**") and GM is the registered and beneficial owner of one B Ordinary Share (the "**GM Purchase Share**"), both of which are fully paid (the AM Purchase Share and the GM Ordinary Purchase Share together being the "**Purchase Shares**").
- (C) The Sellers have agreed to sell and the Company, in exercise of the powers conferred by the Companies Act 2006, Section 690, proposes to purchase all the Purchase Shares in accordance with the provisions of this Agreement.
- (D) The Company has authority to purchase its own shares and by written resolutions of the members of the Company pursuant to Chapter 2 of Part 13 of the Companies Act 2006 a draft of this Agreement was approved by special resolution.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:-

"Business Day" means a day (excluding Saturdays) on which banks generally are open in both Glasgow and Edinburgh for the transaction of normal banking business;

"Completion" means completion of the sale and purchase of the Purchase Shares under this Agreement in accordance with Clause 3;

“Encumbrance” means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignation, hypothecation, security interest, title retention or any other security, agreement or arrangement; and

“in the agreed form” means in the form of a draft agreed between the parties prior to the date of this Agreement.

- 1.2 In this Agreement, references to the Sellers and the Company shall include their respective personal representatives, successors and assigns.
- 1.3 In this Agreement, unless the context otherwise requires:
 - 1.3.1 references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations, partnerships, a person’s executors or administrators;
 - 1.3.2 the headings are inserted for convenience only and shall not affect the construction of this Agreement;
 - 1.3.3 words in the singular shall include the plural and vice versa;
 - 1.3.4 references to one gender include all genders;
 - 1.3.5 any reference to an enactment or statutory provision shall include a reference to:
 - 1.3.5.1 that statute or provision as from time to time amended, consolidated, modified, re-enacted or replaced by any statute or statutory provision;
 - 1.3.5.2 any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - 1.3.5.3 any subordinate legislation made under the relevant statute;
 - 1.3.6 a reference to a Clause or a Schedule shall be a reference to a clause of, or schedule to this Agreement;
 - 1.3.7 if a period of time is specified and dates from a given day or the day of an act or event, it shall be calculated exclusive of that day;
 - 1.3.8 references to writing shall include any modes of reproducing words in a legible and non-transitory form;
 - 1.3.9 references to “this Agreement” shall include this Agreement as amended or supplemented in accordance with its terms;
 - 1.3.10 references to any Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any other legal concept shall, in respect of any jurisdiction other than

Scotland, be deemed to include the legal concept which most nearly approximates in that jurisdiction to the Scottish legal term; and

1.3.11 references to any court shall be deemed to include any tribunal, hearing, panel or other analogous legal or quasi-legal proceedings.

2 PURCHASE OF THE PURCHASE SHARES

- 2.1 The Sellers are the legal and beneficial owners of, and agree to sell and the Company agrees to purchase (for cancellation), the Purchase Shares for the aggregate sum of one hundred and seventy eight thousand, five hundred and forty pounds (£178,540) STERLING (the "**Consideration**") at Completion. The proportion of the Consideration payable for each of the Purchase Shares shall be £89,270. The Purchase Shares shall be sold free from any Encumbrance and together with the benefit of all rights attached to them (including without prejudice to the foregoing generality, dividends) as at the date of Completion or subsequently becoming attached to them.
- 2.2 The Sellers waive and agree to procure the waiver of any restrictions on transfer (including pre-emption rights) which may exist in relation to the Purchase Shares under the articles of association of the Company or otherwise.
- 2.3 The Sellers warrant to the Company at the date of this Agreement and at Completion that:
- 2.3.1 they are entitled to sell and transfer the full legal and beneficial ownership in the Purchase Shares to the Company on the terms set out in this Agreement;
- 2.3.2 there is no Encumbrance on, over or affecting, any of the Purchase Shares;
- 2.3.3 there is no agreement or commitment to give or create any Encumbrance and no claim has been made by any person to be entitled to any Encumbrance over any of the Purchase Shares, and
- 2.3.4 there are no agreements or arrangements in force other than this Agreement which grant to any person the right to call for the transfer of any of the Purchase Shares.
- 2.4 The Company shall not be obliged to complete the purchase of any of the Purchase Shares unless the Sellers complete the sale of all of the Purchase Shares simultaneously.
- 2.5 For the avoidance of doubt, the Purchase Shares shall confer the right and entitlement to the Sellers to participate in any distribution given by the Company or its directors after the date of this Agreement and before Completion.

3 COMPLETION

- 3.1 Completion of the sale and purchase of the Purchase Shares shall take place on the date of this Agreement ("**Completion**").
- 3.2 On Completion, the Sellers shall deliver or cause to be delivered to the Company:
- 3.2.1 a written acknowledgement, in form set out in the Schedule to this Agreement, that the Sellers have no claims against the Company on any grounds whatsoever; and
- 3.2.2 duly executed waivers of pre-emption rights from each of them as may be necessary to give effect to Completion, in the agreed form.
- 3.3 Against full compliance by the Sellers with all the matters set out in Clause 3.2, the Company shall pay the Consideration to the Sellers by way of electronic funds transfer to such bank account(s) as shall be notified to the Company in writing by the Sellers prior to Completion, and the making of such transfer(s) shall satisfy and discharge the obligation of the Company to make payment of the Consideration to the Sellers.

4 CANCELLATION OF THE PURCHASE SHARES

The Purchase Shares purchased by the Company shall be cancelled by the Company following Completion pursuant to Clause 3.

5 WARRANTIES

- 5.1 Each of the Sellers severally warrants that he has no other interest or claim in respect of any share options, warrant, right or other entitlement to ownership in or of the Company and that it has no claim in respect of the assets of the Company.
- 5.2 The Company warrants that it has full power and authority to enter into this Agreement and to effect Completion in accordance with the provisions of Clause 3 and that it has complied with and will comply with the provisions of Part 18, Chapter 4 of the Companies Act 2006 in relation to the Purchase Shares.

6 ENTIRE AGREEMENT

- 6.1 This Agreement constitutes the entire agreement and understanding between the Sellers and the Company in connection with the sale and purchase of the Purchase Shares and supersedes any previous agreements between them with respect thereto which shall cease to have any further force or effect and, without prejudice to that generality, excludes any warranty, condition or other undertaking implied by law or custom.
- 6.2 Each party confirms that:
- 6.2.1 in entering into this Agreement it has not relied on any representation or warranty or undertaking which is not contained in this Agreement, or any document referred to in it; and

- 6.2.2 in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, no party shall be under any liability or shall have any remedy in respect of misrepresentation or untrue statement unless and to the extent that such misrepresentation or untrue statement is set out in this Agreement.

7 VARIATION

- 7.1 No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement. The expression "**variation**" shall include any variation, supplement, deletion or replacement however effected.
- 7.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

8 ASSIGNATION

- 8.1 Neither the Sellers nor the Company shall, nor shall any of them purport to, assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement, nor grant, declare, create or dispose of any right or interest in it without the prior written consent of the others.
- 8.2 Any purported assignation in contravention of this Clause 8 shall be void.

9 ANNOUNCEMENTS

Except as required by law or governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the party making the announcement or disclosure is subject, whether or not having the force of law, no announcement or disclosure in connection with the existence or subject matter of this Agreement shall be made or issued by or on behalf of the Sellers or the Company without the prior written approval of the other (such approval not to be unreasonably withheld or delayed).

10 COSTS

- 10.1 Each of the Sellers and the Company shall pay its own costs incurred in connection with the negotiation, preparation and implementation of this Agreement.
- 10.2 The Company shall bear all stamp or other documentary or transaction duties and any other transfer taxes arising as a result or in consequence of this Agreement or of its implementation.

11 SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

12 FURTHER ASSURANCE

The Sellers agree to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the Company may reasonably require, whether on or after Completion, to implement and/or give effect to this Agreement.

13 NOTICES

- 13.1 Any notice or other communication to be given by one party to any other party under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by delivering it by hand, or sending it by pre-paid recorded delivery, special delivery or registered post, to the address set out in Clause 13.2 and in each case marked for the attention of the relevant party set out in Clause 13.2 (or as otherwise notified from time to time in accordance with the provisions of this Clause 13). Any notice so served by hand, or post shall be deemed to have been duly given:

13.1.1 in the case of delivery by hand, when delivered; or

13.1.2 in the case of prepaid recorded delivery, special delivery or registered post, unless actually received earlier at 10 am. on the second Business Day following the date of posting;

provided that in each case where delivery by hand or by post occurs after 6 pm. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 am. on the next following Business Day.

- 13.2 The addresses of the parties for the purpose of Clause 13.1 shall be as set out at the head of this Agreement.

- 13.3 A party may notify any other party to this Agreement of a change to its name, relevant addressee or address for the purposes of this Clause 13, provided that, such notice shall only be effective on:

13.3.1 the date specified in the notice as the date on which the change is to take place;

or

13.3.2 if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date following five Business Days after notice of any change has been given.

- 13.4 In proving such service it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered either to the address shown thereon or into the custody of the postal authorities as a pre-paid recorded delivery, special delivery or registered post letter.

14 GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

- 14.1 This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the law of Scotland.
- 14.2 The parties irrevocably agree for the benefit of the Company that the Court of Session in Edinburgh is to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement, and for such purposes irrevocably submit to the jurisdiction of the Court of Session.
- 14.3 Each party irrevocably waives any right that it may have to object to an action being brought in the Court of Session, to claim that the action has been brought in an inconvenient forum, or to claim that the Court of Session does not have jurisdiction.

- 14.4 Each party agrees that without preventing any other mode of service, any document in an action may be served on any party by being delivered to or left for that party at its address for service of notices under Clause 13 (Notices) and each party undertakes to maintain such an address at all times in the United Kingdom and to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notices under Clause 13.

IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages together with the Schedule referred to herein are executed as follows:

SUBSCRIBED for and on behalf of
the said
**CREDENTIAL (ST ANDREWS)
LIMITED**

at Dunfermline

on 6 March 2015

by JONATHAN LAW
Print Full Name

[Signature]
Director

before this witness

JAMES
Print Name

[Signature]
Witness

Address

BURNHILL 3 - 12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1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SUBSCRIBED for and on behalf of
the said **ALEN MITCHELL**

at KUKUCADY

on 6 MARCH 2015

by ALEN THOMAS MITCHELL Al - Mitchell
Print Full Name Signature

before this witness

JAMES RYK
Print Full Name

James Ryk
Witness

Address

BURNING OF CASSENDY FARM
COGS
PUR

SUBSCRIBED for and on behalf of
the said **GRAEME MITCHELL**

at KUKUCADY

on 02 MARCH 2015

by GRAEME JOHN MITCHELL Graeme J. Mitchell
Print Full Name Signature

before this witness

JAMES RYK
Print Full Name

James Ryk
Witness

Address

BURNING OF CASSENDY FARM
COGS
PUR