

Date: 14 February 2018

Mr Troup & Mr Sangster
13 Lochalsh Street
Dundee
DD5 3HY

Our Ref: TF/LXW/TRO3/1

Please Reply to: Glasgow Office

Fax No: +44 (0)141 530 2035
Telephone No: +44 (0)141 433 7750
Email: tfoyer@gilsongray.co.uk

Dear Mr Troup & Mr Sangster

Sale of Lindale, Findowrie, Brechin, Angus, DD9 6RF

Thank you for instructing Gilson Gray LLP. We're delighted to have this opportunity to work with you.

This letter sets down our terms of engagement with you.

Work to be Done

You have instructed us to complete the conveyancing in respect of the sale of your property at **Lindale, Findowrie, Brechin, Angus, DD9 6RF**.

Who will do the work?

The partner primarily responsible for the work will be Debbie McCathie, who will oversee, supervise and co-ordinate work done for you, although it may be that some elements of it are undertaken by staff of appropriate experience in order to manage your cost.

You will be able to contact Tracey Foyer who will be dealing with your sale on telephone at 0141 530 2021 or by email at tfoyer@gilsongray.co.uk.

Our Fees

Our fees are subject to the addition of VAT and any outlays or disbursements incurred in connection with your advice or while working for you.

Our fees and the disbursements you will incur will be as follows:

Gilson Gray Legal Fee: £320.00
VAT thereon: £64.00
Your Move Case Management Fee: £179.00
VAT thereon: £35.80

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ID Verification Fee: £10.00

VAT thereon: £2.00

Case Software Fee: £25.00

VAT thereon: £5.00

Registration Dues – Discharge (if applicable) - £60.00

Bank Transfer Charge (for redemption of mortgage (if applicable) - £30.00

Bank Transfer Charge (for payment to you of free sale proceeds) - £45.00

VAT thereon: £9.00

Multi Search - £150.00

Advance Notice - £10.00

Plans Report (if required) - £72.00

Coal Report – (if required) - £45.00

Total of fees plus disbursements = £1,061.80

Our fee has been set in accordance with the agreed rate set down through our relationship with Your Move who have asked Gilson Gray to undertake the legal contractual and conveyancing work for your purchase on your behalf. The overall fees that you are charged are those which have been set out to you by Your Move and comprise 2 elements – a discounted Gilson Gray Purchase Conveyancing fee and a Your Move Case Management Fee as set out in the costings above. Through our relationship with Your Move we aim to ensure that your purchase process is managed carefully and professionally with full co-ordination of all aspects of your transaction throughout the purchase process.

Please note that circumstances may arise during the transaction that will affect this figure, in which case we will discuss the final bill before rendering any fee. In particular, I would draw your attention to the Schedule which forms part of this letter, which sets out the Additional Fees which will apply in the event that we are required to handle any of the matters listed in the table, on your behalf. Please be assured that no such charges will be incurred without us first making you aware and addressing the matter with you.

Assumptions

Unless agreed otherwise in writing, we will not be providing any specialist tax, financial, environmental, construction, banking or accounting advice.

We have also assumed the following:-

1. That any other parties to the transaction will be represented by suitably qualified and experienced solicitors.
2. That there is only one firm of solicitors advising the other parties to the transaction.
3. That there are no more than three sets of revisions to any documents relating to the matter.
4. That the matter completes by the date of entry.

Should any of these assumptions be incorrect then the time spent dealing with any resulting issues will be recorded and billed on a time-on-line basis in addition to the above fees.

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When will fees be due?

Unless otherwise agreed, we reserve the right to render a fee monthly, at the end of a calendar month for work done in that calendar month. In any event, we will render a final invoice to you on completion of the transaction.

By instructing us, you authorise us to deduct any fees you owe us from any monies we receive on your behalf.

Authority to intromit with your funds

By accepting the terms of this letter, you are authorising us to intromit with any funds received into our Client Account from you or from any Further Party, on your behalf, or from your purchasers' solicitors in order to complete the financial aspects of your transaction including:

1. The repayment of any outstanding secured loans;
2. Payment of any disbursements referred to in your fee quote;
3. Payment of any outstanding sums due to any Factor or Property Management Company (we would have you approve these figures first); and
4. Payment to you of any free proceeds of sale.

Who is our client?

Our advice is only to you as our client. Our advice is not provided to any other person or organisation and we accept no responsibility in relation to use of, or reliance upon, our advice by anyone other than our client.

We will take instructions from and report only to you. We may take instructions from one of you and treat them as instructions from all, and we may report to only one of you and treat that as reporting to all.

Financial Transactions

By signing this Letter of Engagement and agreeing to its terms, you are authorising us, as your agents, to complete all financial transactions directly relating to this transaction on your behalf. Such transactions, whilst not an exhaustive list, will include the redemption of any secured loan that you currently have over the property, the payment of any Estate Agency fee etc, subject to your approval of a redemption statement, Estate Agency invoice in advance.

Terms of Business

This letter sets down specific details about the work we will do for you. General information about how we work with clients and our terms of business are set down in the enclosed document entitled "Gilson Gray Terms of Business", the contents of which are incorporated

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into this letter. The terms in this letter will prevail should they differ in any respect and I would be happy to talk through the enclosed terms with you if you wish.

Limitation of our liability

Our liability in connection with this matter and all advice to you will be limited to £3 million. This is intended to reflect the risks to you and the fee being paid for our advice. The provisions in the Gilson Gray Terms of Business relating to limitation of liability also apply.

Way Forward

Once you are satisfied with what we are proposing, please sign, date and return the enclosed copy of this letter. If we do not receive the signed copy but you continue to work with us then we will assume that you are in agreement with our terms.

And finally

We would like to thank you again for your business.

Yours sincerely

Deborah McCathie
Partner, Head of Residential Property
Gilson Gray

Enclosed

I/we hereby accept the above terms of this letter and the terms of business set out in the "Gilson Gray Terms of Business" document enclosed with this letter.

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Signed

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Date

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Signed

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SCHEDULE – TABLE OF ADDITIONAL FEES

SECOND SECURITY TO DISCHARGE	£75.00
OBTAINING COPY ALTERATIONS DOCUMENTATION OR RETROSPECTIVE CONSENTS	£150.00
FIRST REGISTRATION/COMPLEX TITLE	£150.00
NOTICE OF POTENTIAL LIABILITY	£100.00
PRIVATE SERVICES	£100.00
ADVERSE ENTRIES IN PERSONAL SEARCH	£100.00

THE TOTAL OF ANY ADDITIONAL FEES CHARGED WILL NOT EXCEED £250

SECOND SECURITY TO DISCHARGE

If you have more than one secured loan over the property, we will charge an additional fee for the extra work to be carried out by us in obtaining repayment figures and preparing the Deed of Discharge for the second Security.

OBTAINING COPY ALTERATIONS DOCUMENTATION OR RETROSPECTIVE CONSENTS

If your property has been structurally altered in the past, it is normal to expect to have to exhibit copies of all necessary Local Authority Consents to the purchaser's solicitor. These consents will include Building Warrants, stamped Warrant drawings, Completion Certificates and Planning Permission. In the event that such documents exist, but are missing, we can liaise with the Local Authority on your behalf to request copies and our additional fee will be in respect of the extra work carried out in this regard. In the event that the consents were never applied for, our additional fee will relate to the work carried out in advising on obtaining retrospective consents, Letters of Comfort, Property Inspection Reports or Indemnity Insurance.

FIRST REGISTRATION/COMPLEX TITLE

Depending on the number of years you have owned your property, it is possible that your title is still recorded on the General Register of Sasines and your sale of the property will induce a First Registration onto the Land Register of Scotland. This means that more title queries are likely to be raised by the purchaser's solicitors and additional reports are required to be instructed and checked by us on your behalf. This additional fee will also

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apply where the title is already registered in the Land Register but during the course of the transaction a complex matter relating to the title arises. We will notify you in the event of such a matter arising which will require extra time on our part to resolve for you.

PRIVATE SERVICES

Where the property you are selling is accessed by a private road or served by a septic tank or private water supply, additional checks are required to be carried out on your behalf to ensure that your title benefits from the necessary servitude rights to support these private services and also to ensure that any septic tank is registered with the Scottish Environmental Protection Agency, or that any private water supply is safe for consumption.

ADVERSE ENTRIES IN PERSONAL REGISTER

As the seller of a property, we are required to carry out a Search in the Register of Inhibitions & Adjudications to check whether you are Inhibited by a creditor, bankrupt or sequestrated or have been in the past. If any such entries are disclosed, we are required to disclose this information to the purchaser's solicitors and to provide them with the necessary evidence to demonstrate that you are legally permitted to proceed with the sale.

Yours sincerely

Deborah McCathie
Partner, Head of Residential Property
Gilson Gray