

Our ref:
Your ref:

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Dear Sirs

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On behalf of and as instructed by The Purchaser we hereby offer to purchase from the Seller the Property, the Fixtures and Fittings, and the Moveables at the Price and on the conditions specified herein and in the Ayr Standard Clauses (2005 Edition) specified in the Deed of Declaration by Nicholas Colin Kilpatrick and others dated Fifteenth December 2005 and subsequent dates and registered in the Books of Council and Session on Twenty Second December Two Thousand and Five as amended by clause 3 of this offer:

1. For the purpose of this offer and the Ayr Standard Clauses (2005 Edition):-
 - A. The Purchaser is [] of
 - B. The Property is [] together with any garage, garden ground and outbuildings pertaining thereto and the parts pertinents and privileges thereof.
 - C. The Price is [] POUNDS STERLING of which £ [] is apportioned on moveables and the balance on heritage.
 - D. The Date of Entry when vacant possession will be given shall be [] or such other date as may be mutually agreed.
 - E. The Moveables comprise the moveable items included in Clause 16 of the Ayr Standard Clauses (2005 Edition) together with the following items:- []

2. Unless previously withdrawn this offer is open only for a written acceptance reaching us not later than []

3. Clause 18 of the Ayr Standard Clauses (2005 Edition) shall be deleted.
- 4.. **[The bargain shall be subject to the Purchaser obtaining a surveyor's report on the Property in terms which are satisfactory as to survey and valuation to the Purchaser. Unless the Purchaser gives Notice of purification of this condition within three working days of the conclusion of missives, the bargain shall be at an end.]**

Yours faithfully

Witness

4 Wellington Square
Ayr KA7 1EN

These are the Ayr Standard Clauses (2005 Edition) specified in the Deed of Declaration by Nicholas Colin Kilpatrick and others dated Fifteenth December 2005 and subsequent dates and registered in the Books of Council and Session on Twenty Second December Two Thousand and Five

MINERALS AND ENVIRONMENTAL MATTERS

1. The minerals are included in the sale only in so far as the Seller has right thereto. If the minerals are reserved, the titles provide for adequate compensation to be paid in the event of damage being caused to the subjects or any buildings erected thereon due to the minerals being worked. The titles exclude any rights to enter upon or lower the surface of the ground.
2. If the subjects are located in a coal mining area as defined by the Law Society of Scotland, it is an essential condition of this Offer that a Coal Mining Report dated not more than two months prior to settlement in respect of the subjects be exhibited prior to the date of entry. In the event that the Coal Mining Report discloses that the subjects are or may be adversely affected by mine workings, then the Purchaser will be entitled to resile from the bargain without penalty, provided that the notice of such is given to the Seller within ten working days from exhibition of said Coal Mining Report.
3. The Seller warrants that the subjects are not contaminated land in terms of the Environment Act 1995 and that the subjects of offer are not adversely affected by pollution in terms of the Control of Pollution Act 1974, the Public Health (Scotland) Act 1897 or any similar, amending or re-enacting legislation.

TITLE CONDITIONS AND GROUND BURDENS

4. There are no unusual or unduly onerous burdens or conditions of title nor any overriding interests affecting the subjects and in particular none which prohibits or restricts the present use of the subjects. In addition there are no onerous servitudes nor rights of way adversely affecting the subjects which are not disclosed within the titles.
5. The Seller warrants that all the title conditions except those of a continuing nature have been implemented.
6. All common or mutual property falls to be maintained on an equitable basis. Without prejudice to the foregoing generality, if the subjects form part of a tenement or part of a larger property, then the roof, foundations, solum, outside walls and all other parts which are normally held in common, will be owned mutually by all the parties having an interest therein and these items will be maintained by the whole proprietors concerned on some equitable basis. If the subjects comprise a top floor flatted dwellinghouse, the Seller will demonstrate at

the Seller's expense that the title for the remaining parts of the property is burdened with an appropriate share of the liability for the upkeep of the common parts including the roof.

MARKETABLE TITLE

7. The titles will be forwarded to us to enable us to satisfy the Purchaser on the matters raised in Clauses 1, 4 and 6 hereof. If there is any matter which is materially adverse to the Purchaser's interest, the Purchaser will have a period of ten working days following receipt of the titles in which to resale from the bargain, which will be the only option available to the Purchaser.

In exchange for the price the Seller will deliver a duly executed Disposition of the subjects in favour of the Purchaser or his nominees and will exhibit or deliver either:

- (a) Where the subjects have not yet been registered
- (i) if at the date of settlement the provisions of Sections 2(1) and 3 (3) of the Land Registration (Scotland) Act 1979 as amended do not apply to the transfer of the Seller's interest, a valid marketable title together with clear searches in the Sasine and Personal Registers. The search in the Sasine Register will disclose a prescriptive progress and will be for a period of not less than 40 years; or
 - (ii) if at the date of settlement the provisions of the said Sections do apply, a valid marketable title together with a Form 10 Report brought down to a date as near as practicable to the date of settlement and showing no entries adverse to the Seller's interest, the cost of the said Report being the responsibility of the Seller and in addition the Seller will furnish to the Purchaser such documents and evidence including a plan or plans as the Keeper may require to enable the Keeper to issue a Land Certificate in the name of the Purchaser as the registered proprietor of the Subjects without exclusion of indemnity in terms of Section 12 (2) of the Land Registration (Scotland) Act 1979. The said Land Certificate will disclose no entry, deed or diligence prejudicial to the Purchaser's interest, other than such as may be created by or against the Purchaser.

OR

- (b) Where the subjects have been registered

A Land Certificate (containing no exclusion of indemnity under Section 12(2) of the Land Registration (Scotland) Act 1979 and all necessary links in title evidencing the Seller's exclusive ownership of the Subjects together with a Form 12 Report brought down to a date as near as practicable to the date of settlement and showing no entries adverse to the Seller. In addition, the Seller will furnish the Purchaser with such documents and evidence as the Keeper may require to enable the interest of

the Purchaser to be registered in the Land Register as registered proprietor of the Subjects without exclusion of indemnity under Section 12(2) of the said Act. The Land Certificate to be issued to the Purchaser will disclose no entry, deed or diligence prejudicial to the Purchaser's interest other than such as are created by or against the Purchaser or have been disclosed to and accepted by the Purchaser prior to the date of settlement.

If required by the Purchaser's agents, a search against the Seller in the Register of Insolvencies, with no disclosures prejudicial to the transaction, will be exhibited prior to settlement.

8. In the event of the Seller being a limited company, there will be exhibited to the Purchaser a clear search in the Register of Charges from date of incorporation or date of commencement of the Register, whichever is the later, to a date twenty two days after the date of settlement. In the event of such search disclosing any floating charge affecting the subjects at the date of settlement there will be delivered a certificate of non-crystallisation of such floating charge granted by the chargeholder dated not more than two days before the date of settlement and confirming consent to the sale. There will also be exhibited a clear search in the Register of Charges and Companies Files against all other limited companies holding title within the prescriptive period, again from the date of incorporation of the company or date of commencement of the Register, whichever is the later, and such search shall be brought down to a date at least twenty two days after the date of recording or registration of the Disposition divesting the said company of ownership. There will also be exhibited to us a clear search in the Companies Register against the Seller to a date twenty two days after recording or registration of the Disposition in favour of the Purchaser confirming that no Notices have been lodged in respect of liquidation, receivership, appointment of an administrator or striking-off. Interim Reports from the Register of Charges and Companies Register dated not earlier than seven days prior to the date of settlement will be exhibited. In addition two Directors of the Limited Company granting the Disposition in favour of the Purchaser will execute and deliver at settlement a warranty, in a form to be prepared by us, declaring that no deeds have been granted by the company in respect of the subjects (other than already disclosed) which are capable of being recorded or registered, no steps have been taken or will be taken for the liquidation, receivership, administration or striking off of the company and no Floating Charge has been granted by the Company (other than already disclosed). Further, there shall be delivered at settlement, satisfactory evidence from the Companies Register that the signatories of the Disposition in favour of the Purchaser are registered as Directors or as Director and Secretary or in the event that the signatories of the Disposition are authorised officers of the Company, satisfactory evidence of the authority of said officers to execute the said Disposition on behalf of the Company.
9. In the event that there has been, within a period of five years prior to the date of settlement, a conveyance for no consideration or for less than full market value of the subjects, the Purchaser will be entitled to call upon the Seller to exhibit such evidence as is required to satisfy the Purchaser that the Disposition of the subjects

for less than full market value or no consideration will not be subject to reduction in terms of Section 34 of the Bankruptcy (Scotland) Act 1985. In the event that such evidence cannot be supplied by the Seller, the Purchaser will be entitled to resile from the bargain to follow hereon, without penalty.

10. The Seller warrants that as at the date of conclusion of missives to follow hereon and as at the date of settlement in terms of the missives:-
 - (i) the subjects are not affected by any Transfer of Property Order made in terms of the Family Law (Scotland) Act 1985;
 - (ii) the Seller is not a party to any action of divorce in which any such order is being or has been sought, nor has the Seller had granted against him any decree of divorce in which any such order has been granted; and
 - (iii) the subjects are not affected by any Transfer of Property Order made in terms of the Drug Trafficking Offences Act 1986.
11. The Seller will provide as at the date of settlement all necessary documentation which may be reasonably required by the Purchaser in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended by the Law Reform (Miscellaneous Provisions) (Scotland) Act 1985 and the Civil Partnership Act 2004.-

MAINTENANCE OF SUBJECTS, INSURANCE RISK AND REPAIRS

12. The subjects will be maintained by the Seller in substantially the same condition as at the date of settlement as they are at the date of this offer and the risk of damage or destruction from any cause between the said dates shall remain with the Seller, who shall insure the subjects for their full reinstatement value until the date of settlement. If the subjects are materially damaged or destroyed prior to the date of settlement, either party will be entitled but not obliged to resile from the contract without penalty. The Seller will maintain any garden ground pertaining to the subjects in a neat and tidy condition until the date of entry.
13. Where the subjects of offer form part of a tenement or a larger property, the common charges will be apportioned between the Purchaser and Seller at the date of settlement. The Seller will be responsible for the appropriate share of any repairs instructed prior to the date of settlement. In addition the Seller warrants that no repairs are contemplated to the building of which the subjects of offer form part. Where the subjects of offer form part of a larger building or tenement for which Factors or Property Agents have been appointed, written evidence from the Factors of the foregoing will be exhibited together with confirmation that there are no outstanding repairs either instructed or contemplated in respect of the subjects of offer or the larger building or tenement of which the said subjects form part.
14. If any damp proofing, rot eradication or woodworm or similar treatment have been carried out on any part of the subjects within the last twenty years, any valid guarantee or guarantees will be exhibited prior to, and delivered at, settlement, along with all estimates, specifications, plans and any other documents referred to therein. If necessary, in terms of the guarantee, the Seller will assign the same to

the Purchaser and intimate the assignation to the granter of the guarantee, all at the Seller's expense. In the event of the subjects being a timber-framed dwellinghouse the Seller warrants that no cavity wall insulation has been inserted. Where double glazing has been installed within the last 10 years any valid guarantee, with relative specification and estimate, shall be delivered at settlement.

15. Any heating system in the subjects will be included in the sale. Any such system and all appliances included in the price and all services (including electricity, gas, water, drainage and sewerage) will be in good working order commensurate with their age and type at the date of settlement. Any defect in the same will be repaired at the Seller's expense provided that written intimation of such defect is given by us or the Purchaser within seven working days of the date of settlement. In the event of the Seller not having the necessary remedial work carried out within fourteen days of such intimation, the Purchaser will be entitled to have the same carried out without further recourse to the Seller and to recover from the Seller the costs thereof. Claims amounting in value to less than £100 will be excluded. All services in respect of water, gas, electricity and telephone in so far as currently existing in the subjects will be maintained by the Seller until the date of entry so that the Purchaser will not be required to pay any reconnection charges in respect thereof.

FITTINGS AND INCLUSION

16. Without prejudice and in addition to the heritable fittings and fixtures and any moveable items specified in this offer, the price shall also include (a) any items the removal of which would cause damage to the fabric of the subjects and (b) the following items in so far as existing when the Purchaser viewed the subjects:- any shower, built-in oven, hob and cooker hood, gas and electric fires and surrounds and electric white meter heaters and wiring pertaining thereto (if applicable); floor coverings (other than carpets); curtain rails, rods, runners and pelmets, all door handles and door knobs, ceiling roses, light flexes, bulb holders, bulbs and fluorescent lighting, door bells, television aerials and all aerial points; kitchen units, cabinets, cupboards and worktops with relative fitments; all bathroom fitments, any burglar or safety alarm system, any smoke sensors or alarms, any access ladders to loft or basement areas; all trees, plants and shrubs and other stock in the garden, clothes poles, rotary dryer, garden huts and greenhouses. The Wheelie-Bins will be left at the subjects. The Seller warrants that these items are in his sole ownership and are not subject to any hire purchase or other leasing agreement nor are they in any way litigious.

LOCAL AUTHORITY MATTERS

17. Prior to the date of entry the Seller will exhibit certificates (dated not earlier than one month prior to the date of entry) from the appropriate Local Authority and Water Authority or equivalent indemnified provider, confirming that:
 - (a) there are no orders, notices or proposals affecting the subjects;

- (b) the road, footway and sewer ex adverse the subjects and any footpath serving the subjects have been taken over and are maintained by the Local Authority and there are no road widening or construction proposals affecting the subjects or their use and enjoyment;
- (c) the subjects are served by a public water supply;
- (d) the subjects are connected to mains drainage and sewerage;
- (e) the subjects are not included in a list of buildings of special architectural or historical interest nor are they located within a Conservation Area and
- (f) the subjects are not in an area designated as or recommended for designation as a Housing Action Area.

In the event that the said certificates or combined search do not confirm that the position is as outlined above or disclose any matters adverse to the Purchaser's interest or contrary to the above, then the Purchaser's only remedy will be entitled to resale from the bargain without penalty provided that intimation of the Purchaser's decision to rescind is given within 10 working days of the date of receipt of the said certificates or combined search. In the event that the said certificates or combined search disclose any notices which bear to have been completed or complied with, then the Seller's obligation will be to exhibit prior to settlement confirmation from the appropriate authority that all costs in connection with the notices have been fully paid.

18. In the event that the subjects are affected by a Local Authority Notice ordering repairs to the subjects or the common parts of the building of which the subjects form part or a Common Repairs Scheme and in the event that the Purchaser elects to proceed with the bargain, then there shall be retained at settlement a sum which represents the proportion of the estimated cost to be borne by the Seller augmented by 25%, and this sum shall be lodged on joint deposit in the names of the Seller's and the Purchaser's solicitors against exhibition of the receipted final accounts for the works involved. This clause shall remain in full force and effect until fully satisfied notwithstanding anything that may be provided to the contrary in this offer or in the Missives to follow hereon or in terms of statute.
19. The Seller warrants that he (a) has not received notification of any application for Planning Permission by any neighbouring proprietor and (b) is not aware of any development or proposed development or of any works by a neighbouring proprietor that would adversely affect the privacy, amenity or value of the subjects now or in the future. In the event of the Seller receiving any such notification or becoming so aware between the date hereof and the date of entry, he will notify the Purchaser thereof within five working days and lodge any objections that the Purchaser may wish to make and will thereafter maintain such objections on the Purchaser's behalf until the date of settlement and that at the Purchaser's expense. If as a result of the Seller's failure to comply with these provisions the Purchaser's

interest in the property is materially adversely affected then the Purchaser may rescind the missies without penalty.

CONSTRUCTION AND ALTERATIONS

20. All necessary Planning Permissions, Building Warrants and Completion Certificats from the Local Authority have been obtained in respect of the erection and present use of the subjects. Any alterations, extensions or additional constructions to or on the subjects since 1975 have been carried out with the benefit of all necessary Planning Permissions and Building Warrants from the Local Authority. Proof of these consents and the appropriate Completion Certificates will be exhibited prior to settlement.
21. If the Subjects are less than ten years old or have been subject to a major renovation/reconstruction scheme within the past six years full National House Building Council or equivalent indemnified provider's documentation will be exhibited prior to and delivered at settlement. The Seller warrants that no claims have been intimated by him and as far as the Seller is aware no claims have been intimated by previous proprietors in terms of the NHBC or equivalent documentation. In addition, as far as the Seller is aware the subjects are not affected by any defects which ought to have been intimated to the indemnity provider.

MISCELLANEOUS

22. Seller's Default

Time shall be of the essence of the bargain to the extent that:-

If, as a result of the failure of the Seller to implement the Seller's whole obligations in terms hereof timeously, settlement does not take place timeously the Seller shall pay to the Purchaser an amount equal to the total of all losses, costs and damages which the Purchaser, acting reasonably, has incurred or may incur as a result thereof, which amount may be deducted by the Purchaser from the amount payable to the Seller in settlement of the transaction.

If the Seller is not within a period of twenty-one days of the Date of Entry in a position to implement the Seller's whole obligations in terms hereof, the Purchaser shall be entitled at any time thereafter to rescind the missives by giving Notice thereof to the Seller, without prejudice to any right or claim competent to the Purchaser arising from the breach of contract by the Seller.

This clause shall be suspended during any period when the Seller is unable to implement the Seller's whole obligations in terms hereof as a result of any delay attributable to the Purchaser or his agents.

23.1 Purchaser's Default

Time shall be of the essence of the bargain to the extent that:-

If the price or any part thereof is not paid timeously, then notwithstanding consignment or the fact that entry has not been taken by the Purchaser, the Purchaser shall pay to the Seller whichever is the greater amount of the following:

EITHER

- (a) Interest on the amount outstanding at the rate of four per centum per annum over the Bank of Scotland base lending rate from time to time until the earliest of (a) the date when full payment of the price is made by the Purchaser, or (b) the date twelve months after the Date of Entry, or (c) the date when the Seller completes a resale of the Property and received the resale price (under declaration quoad (b) and (c) above that in the event of any shortfall between the purchase price hereunder and the resale price, interest as aforesaid shall continue to apply to any such shortfall until such time as the shortfall shall have been paid to the Seller.

OR

- (b) An amount equal to the total of all losses and costs which the Seller, acting reasonably, has incurred or may incur arising from such breach of contract by the Purchaser, including without prejudice to the generality, any costs relating to a bridging or other loan effected to enable the Seller to complete a purchase of heritable property.

23.2 If the price is not paid in full within twenty-one days of the Date of Entry, the Seller shall be entitled at any time thereafter to rescind the missives by giving Notice thereof to the Purchaser, without prejudice to any right or any claim competent to the Seller arising from the breach of contract by the Purchaser. This clause shall be suspended during any delay in settlement attributable to the Seller or his agents.

24. The Seller accepts that following settlement of the transaction and prior to the recording or registration of the Disposition to follow hereon, in as much as the Seller remains infest in the subjects he will hold the same as trustee in trust for the Purchaser and his successors and subject to the Purchaser's directions until recording or registration. A clause to this effect shall be included in the Disposition to follow hereon at the option of the Purchaser.

25. The missives of which this offer forms part, in so far as not implemented shall, notwithstanding payment of the purchase price and delivery of the Disposition, remain in full force and effect until the date of issue of the Land Certificate in terms of Condition 7 hereof, or for a period of two years following the date of delivery of the Disposition (whichever shall be the later) excepting any clauses in respect of which Court proceedings are instituted within the said period, which clauses will remain in full force and effect until final determination of said proceedings. Either a clause to this effect will be inserted in the Disposition to follow hereon, or at the Purchaser's option formal confirmatory letters to this effect will be exchanged at

settlement of the transaction. For the avoidance of doubt, Conditions 7 and 23 hereof shall remain in full force and effect and may be founded upon until implemented in full.

26. The missives shall constitute the entire agreement and understanding between the Purchaser and Seller with respect to all matters to which they refer and supersede all other undertakings, representations and warranties relating to the subject matter thereof, which may have been made by the parties either orally or in writing prior to the date of conclusion of missives. Each party warrants to the other that he has not relied on any such undertaking, representation or warranty in entering into the missives.
27. Neither the Seller nor the Purchaser shall be bound by any acceptance hereof or any other letter purporting to form part of the missives or any amendment or variation to the missives unless the same satisfied the requirements of Section 3 of the Requirements of Writing (Scotland) Act 1995.
28. All keys of the subjects, including where appropriate, keys for all windows, internal and external doors and all outbuildings shall be available to the Purchaser no later than 2.00pm on the date of settlement.
29. The subjects are not susceptible to flooding and in particular, have not been damaged or otherwise adversely affected by flooding or drainage problems during the Seller's period of ownership. The Seller has not had any proposal for insurance declined on the basis that the subjects are in an area susceptible to flooding.
30. The Seller will leave the property reasonably clean and the garden tidy. No rubbish or moveable items not included in the purchase will be left without the Purchaser's prior agreement. In the event of the Seller's failure to do so, the Purchaser may arrange for the property to be cleared at the Seller's expense.
31. As at the date of conclusion of missives there is no entry in the Register of Community Interest in Land prohibiting the Seller from transferring the property to the Purchaser.
32. If requested by the Purchaser's solicitor the Seller's solicitor will disclose the Seller's subsequent permanent address.